



License Transactions:

Applicant: JDJ Ichigo Ichie Inc.

The applicant is seeking a new all alcoholic beverages restaurant license to be located at 837 West Central Street. The License Manager will be Ling Yao Li a/k/a David Li.

All Departments have signed off on this application.

MOTION to approve the request by JDJ Ichigo Ichie, Inc. for a new all alcoholic beverages restaurant license and approve the Manager, Ling Yao Li a/k/a David Li.

DATED: _____, 2019

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

RECUSED _____

A True Record Attest:

Teresa M. Burr, CMC
Town Clerk

_____, Clerk
Franklin Town Council

**NOTICE OF PUBLIC HEARING
FRANKLIN, MA**

New All Alcohol License- JDJ Ichigo Ichie Inc.

The Franklin Town Council will hold a Public Hearing on an application by JDJ Ichigo Ichie Inc., located at 837 West Central Street, Franklin, MA for a New All Alcoholic Beverages Restaurant License. The hearing will be held on Wednesday, November 13, 2019 at 7:10 PM in the Council Chambers, second floor of the Municipal Building, 355 East Central Street, Franklin, MA. Information on this application may be obtained in the Town Administrator's Office.



Doherty, Dugan, Cannon,
Raymond & Weil, P.C.

124 Grove Street, Suite 220
Franklin, MA 02038

Michael P. Doherty

October 10, 2019

HAND-DELIVERED

Town Administrator's Office
Municipal Building, 3rd Floor
355 East Central Street
Franklin, MA 02038

Re: JDJ Ichigo Ichie Inc. d/b/a Ichigo Ichie

Dear Sir/Madam:

Enclosed please find the following documents in connection with the following applications:

- (A) Town of Franklin Common Victualer Restaurant License Application, including:
 - (i) Business Verification Form
 - (ii) Certificate of Compliance with State Laws
 - (iii) Food Establishment Permit Application
 - (iv) Abutter's List Request Form.
- (B) Checks for:
 - (i) Common Victualer Restaurant License Application
 - \$2,500 All Alcohol
 - \$125 Restaurant
 - (ii) Business Certificate - \$40
 - (iii) Food Establishment Permit \$175.
- (C) Alcoholic Beverages Control Commission ("ABCC") Application for New License, including:
 - (i) Applicant's Statement
 - (ii) Corporate Vote
 - (iii) CORI Request form for Ling Xin Li a/k/a Jimmy Li
 - (iv) CORI Request form for Ling Yao Li a/k/a David Li.

If you have any questions or need further information, please contact me.

Very truly yours,



Michael P. Doherty

MPD/bcs
Enclosures

cc: JDJ Ichigo Ichie Inc.

Town of Franklin

355 East Central Street
Franklin, MA 02038



COMMON VICTUALER APPLICATION (Select all that apply)

**ANNUAL FEE \$2,500: ALL ALCOHOL, \$1,500: WINE & MALT, \$500: LICENSE MODIFICATION
\$125: RESTAURANT**

Date: October 10 2019

Business Owner: JDJ Ichigo Ichie Inc.
First Middle Initial Last

Address: 837 West Central Street Franklin, MA 02038 Telephone #: _____
Town/City zip

Name of Business: Ichigo Ichie

Business Location: 837 West Central Street, Franklin, MA 02038 Telephone #: _____

Corporation Name: (If applicable) JDJ Ichigo Ichie Inc.

Address: 837 West Central Street, Franklin, MA 02038 FID # _____
Town/City zip

Manager Name: Ling Yao a/k/a David Li
First Middle Initial Last

Address: _____
Town/City zip

Home Telephone: _____ Cell Phone: _____

Date of Birth: _____ Social Security number: _____
Month Day Year

Enclose Manager Resume that includes duties performed at each location.
SEE ATTACHED RESUME

Description of premises:

Full service Japanese hibachi and sushi restaurant with bar

Sq. Footage 1st floor 7,231 s.f. # of Tables 33 # of Seats 176 Type of Restaurant Full service hibachi and sushi
Basement 2,321 s.f. storage only
Lunch: Mon-Fri. 11:00am-2:30pm

Hours of Operation: _____ to Dinner: Mon-Thurs. 4:30pm-9:30pm; Fri. 4:30pm-10:30pm;

I hereby state that all information provided on this application is true and accurate. Sat. 1:00pm-10:30pm
JDJ Ichigo Ichie Inc. Sun. 1:00pm-9:30pm

Applicant signature: By: Ling Xin Li a/k/a Jimmy Li, President

Common Victualer Licenses are issued in conformity with the authority granted by General Laws, Chapter 140 and amendments thereto. All licenses expire December 31 of each year.

The Town Administrator's office upon receipt will forward copies of all applications to the following departments for their review and recommendations.

Police Chief (508-528-1212) Shall initiate a background check of the proposed manager and review the application to determine if, in his opinion, any public safety hazard would exist by reason of the location or the hours of operation.

Signoff: Yes/No _____ ☐ N/A **Conditions:** _____

Fire Chief (508-528-2323) or his designate, Shall review and examine the proposed business location to determine if, in their opinion, any public safety hazard would exist by reason of the location, and that the proposed premises meets all fire safety regulations.

Signoff: Yes/No _____ ☐ N/A **Conditions:** _____

Building Inspection (508-520-4926) Shall examine and review the proposed business location to determine if, in their opinion, any public safety hazard would exist by reason of the location, and that the proposed premises meet all building safety regulations and building codes.

Signoff: Yes/No _____ ☐ N/A **Conditions:** _____

Zoning Officer (508-520-4926) Shall examine and review proposed business location to determine if it conforms to all zoning regulations and bylaws.

Signoff: Yes/No _____ ☐ N/A **Conditions:** _____

Board of Health (508-520-4905) Shall examine and review proposed business location to determine if, the premises meets and conforms to the provisions of the State Sanitary Code and any local regulations of the Board of Health and that all necessary health permits have been obtained.

Signoff: Yes/No _____ ☐ N/A **Conditions:** _____

Treasurer's Office (508- 520-4950) Shall examine their records to see that all taxes and fees due to the Town of Franklin are up to date for both the applicant and owner of property to be used for proposed business.

Signoff: Yes/No _____ ☐ N/A **Conditions:** _____

Each of Departments Shall make whatever recommendations it deems necessary to the **Town Administrator's office** (508-520-4949) after review of such application, recommending such measures or restrictions on the issuance of any license as may be necessary to protect the public peace, health, safety or general welfare of the community.

LICENSE ☐ **APPROVED – Condition (s)** _____

☐ **DECLINED – Reason (s)** _____

DATE _____

TOWN ADMINISTRATOR SIGNATURE: _____

LING YAO (DAVID) LI – MANAGER RESUME

ALCOHOL MANAGEMENT EXPERIENCES AND CERTIFICATIONS

I am a 2009 graduate of Ohio State University with a Bachelor of Science Degree in Hospitality Management and a minor in Business Management.

I am a 2004 graduate of Johnson & Wales University with an Associate's Degree in Restaurant Management.

I am a seasoned manager at Ichigo Ichie with over ten (10) consecutive years' experience. My responsibilities include, but are not limited to, focusing on attitudes, knowledge, skills and practices of persons involved in selling or serving alcoholic beverages. One of my primary goals is to prevent the sale of alcoholic beverages to underaged and intoxicated patrons and reduce the risks of intoxication occurring on the premises. Additional goals include crowd control and other staff functions and addressing the unique circumstances associated with alcohol sales at Ichigo Ichie. I ensure that I reach my goals by training servers and bartenders on techniques to identify and refuse service to intoxicated and underaged patrons; training managers to develop and implement policies and procedures to support servers' and bartenders' intervention techniques; and to manage problem behavior without escalating aggression or increasing the risk of danger to the safety of the belligerent patron or innocent bystanders.

My on-site establishment received a similar core curriculum that includes:

- Understanding the physiological effects of alcohol on the body and behavior, including the signs and stages of intoxication;
- Understanding and developing basic skills designed to prevent or limit sales and service to minors and intoxicated patrons;
- Learning about the key state and local laws and house policies and practices that apply to their job functions and how to prevent violations of these laws and policies;
- Ongoing training – onsite bartenders and servers intensive training, including role playing, that focuses on preventing intoxication on the premises. The training can include strategies for pacing customer drinking, drink size and drink equivalences, cutting off a patron using nonconfrontational techniques, and staff communication when a patron has been cut off.

I have completed numerous training, including, but not limited to: TIPS, food safety training, management class certification, leadership classes and more.

The following documents must be submitted with application:

1. **Business Certificate** – You will first need to obtain an approved business verification form from our Building/Inspection/Zoning office. Submit this form to the **Town Clerk's Office** and request a business certificate. Offices are located on the first floor of the Municipal Building
Fee \$40 good for four-years.
2. **Floor Plan of business premises**
3. **Menu**
4. **Certificate of Compliance with State Laws**, completed and signed
5. **Workers' Compensation Insurance Affidavit**, completed and signed with a certificate of insurance attached

Additional documents that must be submitted to our office before a license will be issued:

1. **Food Establishment Permit** - Issued by the **Health Department**- Please visit them to pickup forms and to determine the health codes you will need to meet. The Office is located on the first floor of the Municipal Building.
Fees- seating 1-49 \$150.00 OR seating 50+ \$175.00
2. **Certificate of Occupancy** – Issued by the Building/Inspection/Zoning office, located on the first Floor of the Municipal Building
Fee \$100.
3. **Signs**- Building Permits for signs are issued by Building/Inspection Department. Sign will need to be approved by the Design Review Commission. After Design Review approval, you will need to obtain a Building permit for the sign.

ADDITIONAL INFORMATION YOU NEED TO KNOW

- All taxes, fees and other monies owed to the Town of Franklin must be up to date before license will be issued. This includes the property taxes for the proposed licensed premises.
- Renovations -If you are doing renovations, visit our Building/Inspection/Zoning office to determine what permits are needed.
- Change of Use – If the previous business at your proposed location was not a food establishment, you will need to confirm that restaurants are allowed in that zone. Also, you *may* need additional approval for the change of use.

INSPECTIONS

License will not be issued until premises are inspected and the responsible office has signed off. The Applicant is responsible to schedule the appointments with the following offices:

Building/ Inspection/Zoning	508-520-4926
Board of Health	508-520-4905
Fire Department	508-528-2323



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

APPLICATION FOR A NEW LICENSE

Municipality

Franklin

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

On-Premises-12

TYPE

\$12 Restaurant

CATEGORY

All Alcoholic Beverages

CLASS

Annual

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

Hibachi, sushi and Japanese themed restaurant with full bar.

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

JDJ Ichigo Ichie Inc.

FEIN

DBA

Ichigo Ichie

Manager of Record

Ling Yao Li a/k/a David Li

Street Address

837 West Central Street

Phone

Email

Alternative Phone

Website

3. DESCRIPTION OF PREMISES

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

Hibachi and sushi Japanese themed restaurant and full bar consisting of a 1st floor (7,231 s.f.)* and basement (2,381 s.f.* used for storage only), 12 total rooms, (11 on 1st floor, including vestibule, dining areas, bar area, sushi area, teppanyaki areas, kitchen, walk-in cooler and restrooms, plus basement). There are no outdoor areas. This application does NOT alter the current premises.

Total Square Footage: 9,612*

Number of Entrances:

3

Seating Capacity:

176

Number of Floors

2

Number of Exits:

3

Occupancy Number:

225

4. APPLICATION CONTACT

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

Name:

Michael P. Doherty, Esq.

Phone:

Title:

Attorney

Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="Corporation"/>	Date of Incorporation	<input type="text" value="09/16/19"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Ling Xin Li"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="President and Director"/>	<input type="text" value="75%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Ling Yao Li"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text" value="V.P., Treasurer, Secretary"/>	<input type="text" value="25%"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

MANAGEMENT AGREEMENT

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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 Xingfu Realty LLC

Landlord Phone

Landlord Email

Landlord Address

837 West Central Street, Franklin, MA 02038

Lease Beginning Date

September 30, 2019

Rent per Month

19,000

Lease Ending Date

December 31, 2024

Rent per Year

228,000

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	\$825,000
C. Other * (Please specify below)	
D. Total Cost	\$825,000

*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
Ling Xin Li a/k/a Jimmy Li	\$100,000.00
Brian Cheng	\$225,000.00 - Promissory Note - 2 yr. - no interest
Total:	\$325,000.00

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.
Putnam Bank	\$500,000	Refinance of 7 Margaret Circle, Pomfret, CT	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

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 Date of Birth SSN

Residential Address

Email Phone

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

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
June 2009	Present	Manager	Ichigo Ichie Franklin LLC d/b/a Ichigo Ichie	Brian Cheng
Nov. 2008	June 2009	Assistant Manager/ Head Server	Fuji Express	
Sept. 2008	Nov. 2008	Intern	Courtyard by Marriott	
Nov. 2007	Sept. 2008	General Manager	Noble Japanese Steak House and Sushi Bar	

SEE ADDITIONAL SHEET ATTACHED.

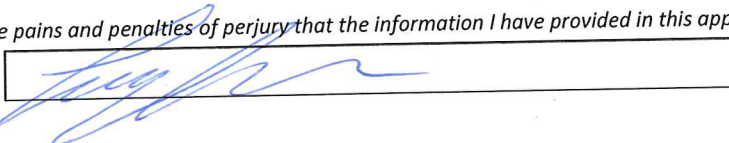
D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature



Date

ADDITIONAL INFORMATION

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

10. MANAGER APPLICATION

C. EMPLOYMENT INFORMATION (continued)

June 2007 to June 2009	Owner and General Manager	China Star
Oct. 2006 to Feb. 2007	Tea and Food Producer	Zen Cha Tea Salon
June 2006 to Oct. 2006	Sushi Chef	Otani Japanese Restaurant
June 2002 to June 2005	Manager	China Buffet II
May 2001 to June 2002	Head Server	China Buffet II

APPLICANT'S STATEMENT

I, Ling Xin Li a/k/a Jimmy Li the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

of JDJ Ichigo Ichie 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:

October 10, 2019

Title:

President

CORPORATE VOTE

The Board of Directors ~~or LLC Managers~~ of JDJ Ichigo Ichie Inc.
Entity Name
duly voted to apply to the Licensing Authority of Franklin and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on September 16, 2019
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Ling Xin Li a/k/a Jimmy Li

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

Ling Yao Li a/k/a David Li

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

Ling Xin Li a/k/a Jimmy Li, President
(Print Name)

For Corporations ONLY

A true copy attest,


Corporation Clerk's Signature

Ling Yao Li a/k/a David Li, Secretary/Clerk
(Print Name)



JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)		LICENSEE NAME:	JDJ Ichigo Ichie Inc.	CITY/TOWN:	Franklin
--	--	----------------	-----------------------	------------	----------

APPLICANT INFORMATION

LAST NAME:	Li	FIRST NAME:	Ling Xin	MIDDLE NAME:				
MAIDEN NAME OR ALIAS (IF APPLICABLE):	Jimmy Li	PLACE OF BIRTH:	China					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE #:		STATE LIC. ISSUED:				
GENDER:	MALE	HEIGHT:	5	6	WEIGHT:	170	EYE COLOR:	Brown
CURRENT ADDRESS:								
CITY/TOWN:		STATE:		ZIP:				
FORMER ADDRESS:								
CITY/TOWN:		STATE:		ZIP:				

PRINT AND SIGN

PRINTED NAME:	Ling Xin (Jimmy) Li	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	---------------------	-------------------------------	--

NOTARY INFORMATION

On this 10th day of October 2019 before me, the undersigned notary public, personally appeared Ling Xin Li a/k/a Jimmy Li

(name of document signer), proved to me through satisfactory evidence of identification, which were CT 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



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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



JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER:
(IF EXISTING LICENSEE)

LICENSEE NAME: JDJ Ichigo Ichie Inc.

CITY/TOWN: Franklin

APPLICANT INFORMATION

LAST NAME: Li

FIRST NAME: Ling Yao

MIDDLE NAME:

MAIDEN NAME OR ALIAS (IF APPLICABLE): David Li

PLACE OF BIRTH: China

DATE OF BIRTH:

SSN:

ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME:

DRIVER'S LICENSE #:

STATE LIC. ISSUED:

GENDER: MALE

HEIGHT: 5

6

WEIGHT: 150

EYE COLOR: Brown

CURRENT ADDRESS:

CITY/TOWN:

STATE:

ZIP:

FORMER ADDRESS:

CITY/TOWN:

STATE:

ZIP:

PRINT AND SIGN

PRINTED NAME:

Ling Yao (David) Li

APPLICANT/EMPLOYEE SIGNATURE:

NOTARY INFORMATION

On this 16th day of October 2019

before me, the undersigned notary public, personally appeared

Ling Yao Li (a/k/a David Li)

(name of document signer), proved to me through satisfactory evidence of identification, which were

MA Driver's License

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Brenda C. Steele

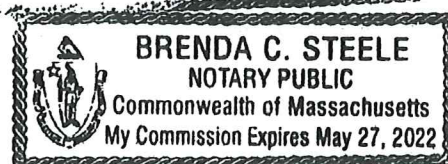
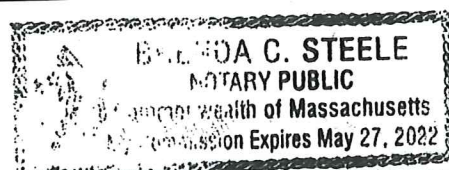
NOTARY

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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





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 JDJ Ichigo Ichie Inc.

ADDRESS 837 West Central Street

CITY/TOWN Franklin

STATE MA

ZIP CODE 02038

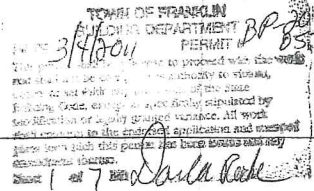
For the following transactions (Check all that apply):

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

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

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

ICHIGO ICHIE FRANKLIN
847 W CENTRAL STREET
FRANKLIN, MASSACHUSETTS 02038-3118
(FORMERLY: "PICCADILLY PUB")
(INTERIOR ALTERATION ONLY)



THIS SET TO BE KEPT
ON SITE AT ALL TIMES

INTERIOR FINISH SCHEDULE			
ROOM	FLOOR	CEILING	WALL
VESTIBULE	QUARRY TILE, COVED TO THE WALLS, COMMERCIAL GRADE	GYP BOARD CEILING, PAINTED IN LIGHT COLOR.	FORMICA / WALL PANEL
DINING AREA, BAR AREA (CUSTOMER SECTION), SUSHI AREA (CUSTOMER SECTION)	COMMERCIAL GRADE CARPET, COMMERCIAL GRADE	GYP BOARD CEILING, PAINTED IN LIGHT COLOR.	FORMICA / WALL PANEL
WAITER STATION, TEPPANYAKI AREA, BAR AREA (SERVICE SECTION), SUSHI AREA (SERVICE SECTION)	QUARRY TILE, COVED TO THE WALLS, COMMERCIAL GRADE	2"x2" LAY-IN ACOUSTICAL CEILING, COMMERCIAL GRADE	FORMICA / WALL PANEL
RESTROOM	CERAMIC TILE, COVED TO THE WALLS, COMMERCIAL GRADE	2"x2" LAY-IN ACOUSTICAL CEILING, COMMERCIAL GRADE	CERAMIC TILE UP TO CEILING
KITCHEN AREA,	QUARRY TILE, COVED TO THE WALLS, COMMERCIAL GRADE	2"x4" LAY-IN ACOUSTICAL CEILING, NON-PERFORATED, NON-FISSURED, SMOOTH, WASHABLE, LIGHT-IN COLOR	STAINLESS STEEL & GYPSUM FIRECODE PAINTED W/2-COATS OF EPOXY PAINT, SMOOTH SURFACE, WASHABLE, LIGHT-IN COLOR
WALK-IN COOLER	ALUMINUM PANEL BY MANUFACTURER	ALUMINUM PANEL BY MANUFACTURER	ALUMINUM PANEL BY MANUFACTURER
BASEMENT	EXT'G REMAIN NO CHANGE	EXT'G REMAIN NO CHANGE	EXT'G REMAIN NO CHANGE

NOTES:
1. MIN. 5" COVED BASE TO WALL.
2. INTERIOR FINISH SHALL COMPLY WITH 780 CMR CHAPTER 8 TABLE 803.5 "INTERIOR WALL AND CEILING FINISH REQUIREMENTS BY OCCUPANCY"
- CLASS B AT VERTICAL EXITS, EXIT PASSAGeways, EXIT ACCESS CORRIDORS AND OTHER EXITWAYS.
- CLASS C AT ROOMS AND ENCLOSED SPACES.
(APPLIES WHEN THE VERTICAL EXITS, EXIT PASSAGeways, EXIT ACCESS CORRIDORS OR EXIT WAYS, OR ROOMS AND SPACES ARE PROTECTED BY A SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH 780 CMR 903.3.1.1 OR 903.3.1.2.)

PROJECT DATA:
"ICHIGO ICHIE FRANKLIN"
847 W CENTRAL STREET
FRANKLIN, MASSACHUSETTS 02038-3118
(FORMERLY: "PICCADILLY PUB")

- EXISTING RESTAURANT INTERIOR ALTERATION ONLY.
1> REMODEL WHOLE DINING AREA. REMOVE EXISTING OPEN KITCHEN AREA. INSTALL TEPPANYAKI TABLES, SUSHI COUNTER, & BAR COUNTER.
2> RESIZE AND REMODEL KITCHEN. INSTALL NEW COOKING EQUIPMENT UNDER EXISTING HOODS, UPGRADE HOOD'S FIRE SUPPRESSION SYSTEMS ACCORDINGLY. EXISTING EXHAUST SYSTEM / MAKE-UP SYSTEM REMAIN NO CHANGE. REMOVE EXISTING OFFICE AND ONE OF EXISTING WALK-IN COOLERS. INSTALL A NEW WALK-IN COOLER. INSTALL A WALL PARTITION AGAINST THE REST WALK-INS AS NEW KITCHEN WALL.
3> REMOVE EXISTING RESTROOMS AND INSTALL TWO NEW RESTROOMS.
- EXISTING HVAC UNITS (ON THE REAR YARD) REMAIN NO CHANGE.
- CONSTRUCTION TYPE: V-B, no structural change.
- USE GROUP: A-2
- SPRINKLER SYSTEM PROVIDED.
- TOTAL FLOOR AREA:
1> 1st Floor: approx. 7,231 s.f. (renovation area)
2> Basement: approx. 2,381 s.f. (keep no change). STORAGE USE ONLY, NO OCCUPANCY ALLOWED.
- OCCUPANCY LOAD:
1> WAITING AREA: 225 @ / 5 @ = 15 OCCUPANTS
2> CASHIER AREA: 70 @ / 100 @ < 1, PROVIDE 1 CREW, TOTAL 1 OCCUPANT
3> BAR AREA: 375 @ / 100 @ = 4 CREWS, PLUS 36 SEATS, TOTAL 42 OCCUPANTS
4> SUSHI AREA: 169 @ / 100 @ = 2 CREWS, PLUS 10 SEATS, TOTAL 12 OCCUPANTS
5> DINING AREA #1: 150 @ / 15 @ = 10, PROVIDE 8 MOVABLE SEATS, PLUS 16 FIXED SEATS, TOTAL 24 OCCUPANTS
6> DINING AREA #2: 24 FIXED SEATS
7> TEPPANYAKI AREA #1: 20 SEATS + 4 CREWS = 24 OCCUPANTS
8> TEPPANYAKI AREA #2: 60 SEATS + 12 CREWS = 72 OCCUPANTS
9> WAITER STATION: 170 @ / 100 @ = 2 CREWS
10> KITCHEN AREA: 860 @ / 100 @ = 9 CREWS
*** GRAND TOTAL = 15 + 1 + 42 + 12 + 24 + 24 + 72 + 2 + 9 = 225 OCCUPANTS
- STORIES: 1, RESTAURANT IS ON 1ST FLOOR, BASEMENT IS EXISTING STORAGE AREA.
- 5% CHAIR SEATING SHALL BE HANDICAP ACCESSIBLE.
- SHALL PROVIDE PORTABLE FIRE EXTINGUISHER AT EACH EXIT.
- FIRE ALARM SYSTEM PROVIDED.
- LICENSED INSTALLER SHALL SUBMIT SHOP DRAWING FOR FIRE SUPPRESSION SYSTEM, SMOKE DETECTION SYSTEM, AND SPRINKLER SYSTEM FOR APPROVAL BEFORE INSTALLATION.

BUILDING CODE SUMMARY:
BUILDING CODE: MASSACHUSETTS STATE BUILDING CODE - 7TH EDITION
STRUCTURAL CODE: MASSACHUSETTS STATE BUILDING CODE - 7TH EDITION
PLUMBING CODE: MASSACHUSETTS STATE PLUMBING CODE
MECHANICAL CODE: MASSACHUSETTS STATE MECHANICAL CODE
ELECTRIC CODE: MASSACHUSETTS ELECTRICAL CODE, 527 CMR 12
FIRE / LIFE SAFETY CODE: MASSACHUSETTS FIRE PREVENTION REGULATIONS, 527 CMR 21
ACCESSIBILITY CODE: ARCHITECTURAL ACCESS REGULATIONS, 521 CMR
ENERGY CODE: ASHRAE 90.1 [MASSACHUSETTS STATE BUILDING CODE, ARTICLE 13 (780 CMR)]

EGRESS REQUIRED:
780 CMR TABLE 1003.1 EGRESS WIDTH PER OCCUPANT
EGRESS REQUIRED: 225 OCCUPANTS x 0.15" = 33.75" REQUIRED
72" = 36" x 48" = 156" PROVIDED
23 EGRESS RULE REQUIRED AT MAIN ENTRY:
23 OCCUPANCY = (23 x 225) x 0.15" = 22.5", 34" REQUIRED
72" PROVIDED
780 CMR TABLE 1018.1 MINIMUM NUMBER OF EXITS FOR OCCUPANT LOAD
500 OR LESS = 2 MIN. REQUIRED
3 PROVIDED

FIRE SAFETY NOTE:
1. Interior finish material shall have a maximum flame spread rating of ASTM Class B.
2. Smoke development ratings shall not exceed 450 (BOCA Table 803.4).
3. All materials utilized for walls / partitions in building shall be non-combustible in accordance with BOCA 603.1, Table 602, (FRT) 2310.0.
4. Insulating materials shall have a flame spread rating of 75 or less and a smoke developed rating of 450 or less when tested in accordance with ASTM E-84; BOCA Section 722.3.

MAXIMUM TRAVEL DISTANCE:
As per 780 CMR TABLE 1015.1 EXIT ACCESS TRAVEL DISTANCE: 250 ft. (Buildings equipped throughout with an automatic sprinkler system in accordance with 780 CMR 903.3.1.1 or 903.3.1.2.)

NEW EQUIPMENT SCHEDULE

NO.	ITEM	MODEL NO.	NSF	AGA	UL	MANUFACTURER	LOCATION	ELEC. REQ.	GAS REQ.
1	PREP. SINK	412-22-1	V			EAGLE	KITCHEN		
2	WORK TABLE	CUSTOM	V			EAGLE	KITCHEN		
3	CHINESE STOVE (3 WOKS)	WR-40	V	V		GRAND	KITCHEN		
4	GAS RANGE	G48-BLL	V	V		GARLAND	KITCHEN		240,000 BTU
5	SALAMANDER	MIR-34L	V	V		GARLAND	KITCHEN		328,000 BTU
6	RICE COOKER (x2)	RER-55AS	V	V		RINWAI	KITCHEN		40,000 BTU
7	3-COMP. SINK	412-22-3-24 L	V			EAGLE	KITCHEN		35,000 BTU
8	BAIN MARIE	SP72-30M	V		V	BEVERAGE-AIR	KITCHEN	115 V, 60 Hz, 1ø, 9.6 A	
9	RICE WARMER	NYC-36	V			ZOJIRUSHI	KITCHEN	120 V, 1300 W	
10	2-COMP. SINK	412-22-2 L	V			EAGLE	KITCHEN		
11	WALK-IN COOLER	9'-6" x 11'-6"	V			AMERIKOLER	KITCHEN		
12	MOP SINK	F1916	V			EAGLE	KITCHEN		
13	COFFEE & TEA URN (TWIN 3 GAL. URNS)	CL-100	V	V		CECILWARE	WAITER STATION	120/208V, 6KW, 17A, 3ø	
14	SODA DISP. (DROP-IN)	DI-1522	V	V		MANITOWOC	WAITER STATION	120 V, 60 Hz, 2.4 A	
15	HAND SINK WITH SIDE SPLASHES (x4)	HSA-10-F-LRS	V			EAGLE	WAITER STATION		
16	SHELVING	VARIABLE SIZE	V			EAGLE	WAITER STATION		
17	SUSHI DISPLAY CASE (x2)	HNC-180 AA-L	V	V		HOSHIZAKI	SUSHI AREA		
18	LOW BOY (x6) (UNDER COUNTER)	UCR48	V	V		BEVERAGE-AIR	SUSHI: 2, BAR: 4	115 V, 4.5 A	
19	UNDERBAR SINK (x2)	BSC-18	V			EAGLE	BAR AREA		
20	ICE BIN (x2)	B2CT-22-7	V			EAGLE	BAR AREA		
21	TEPPANYAKI GRIDDLE (x16)	TGU-08	V	V		ROASTER TECH	TEPPANYAKI AREA		38,000 BTU

TITLE SHEET	
A-1	PROJECT DATA
A-2	FLOOR PLAN, WALL SECTION
A-3	EGRESS PLAN, ROOF PLAN
A-4	CEILING - ELECTRICAL PLAN
A-5	PLUMBING PLAN, PLUMBING / WATER / GAS RISER DIAGRAM
A-6	UNDERFLOOR DUCT PLAN, TEPPANYAKI DETAILS

GENERAL NOTE
1. CONSTRUCTION AS NOTED COMPLIES WITH LOCAL CODES.
2. CONTRACTOR SHALL CHECK AND VERIFY EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING WORK, AND REWORK EXIST WALLS AS REQUIRED.
3. ALL UNNOTED OR NON VISIBLE EASEMENTS AND SUBSURFACE CONDITIONS ARE THE RESPONSIBILITY OF THE OWNER OR BUILDER.
4. ALL HIDDEN STRUCTURAL DISCREPANCIES MUST BE REPORTED TO DESIGNER, SO THAT CORRECTIVE MEASURES CAN BE TAKEN PRIOR TO PROJECT COMPLETION.
5. COVED MOLDINGS MUST BE USED ALONG FLOOR/WALL JUNCTION IN FOOD PREPARATION AREAS AND IN BATHROOMS.
6. WALLS, FLOORS, AND FOOD PREPARATION SURFACES IN FOOD PREPARATION AREAS AND TOILET ROOMS MUST BE EASILY CLEANABLE, IMPERVIOUS, NON-TOXIC AND LIGHT IN COLOR.
7. AUTOMATIC DOOR CLOSERS MUST BE INSTALLED ON THE KITCHEN DOOR AND RESTROOM DOOR SO THAT THE DOORS ARE SELF CLOSING AND TIGHT-FITTING.
8. ALL EQUIPMENT SITTING ON FLOOR SHALL BE INSTALLED ON MINIMUM 6" HIGH STAINLESS STEEL LEGS WITH ADJUSTABLE SANITARY FEET.
9. ALL ELECTRIC WORK SHALL BE PERFORMED BY LICENSED ELECTRICIANS.
10. ALL ELECTRICAL WORK SHALL CONFORM TO ELECTRICAL CODES.
11. CONTRACTOR SHALL VERIFY ALL ELECTRICAL LOAD REQUIRED AND PROVIDE SUFFICIENT POWER.

DOOR NOTES:
1. Latch side clearances at all doorways shall be in accordance w/ 521 CMR 26.6 Maneuvering Clearances.
2. All exits to be labeled.
3. Interior doors to be labeled as to intended use.
4. All exit doors shall provided panic hardware.
5. The operating device on all doors shall be capable of operation with one hand and shall not require tight grasping, tight pinching or twisting of the wrist to operate.
6. All doors to be lever type accessible to handicap with door closers and 1/2" threshold.
7. Handicap doors must be protected from damage or breakage by wheelchairs.

DOOR SCHEDULE:

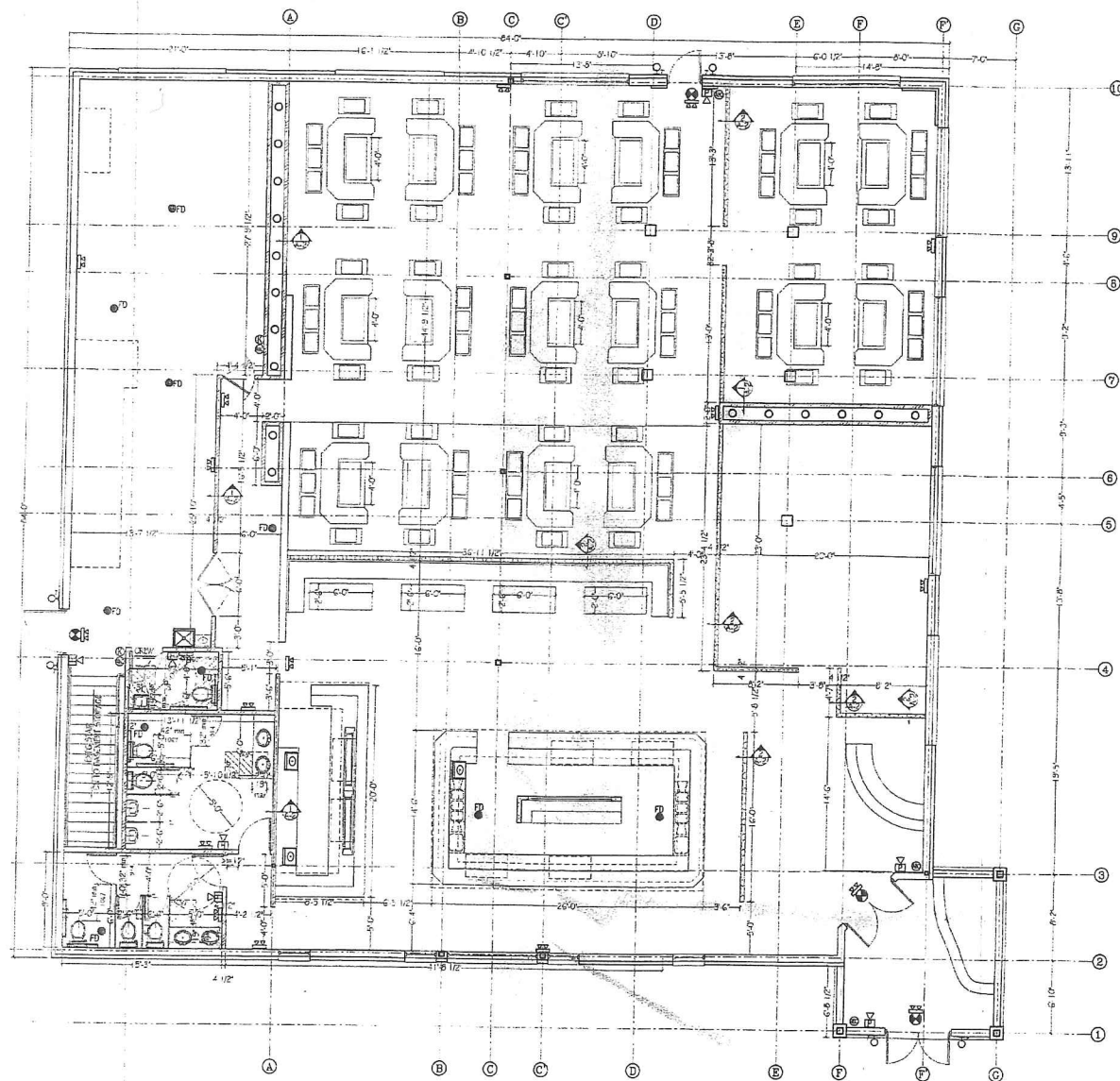
NO.	DOOR	FRAME	SIZE	REMARKS
1.	FRONT ENTRANCE	METAL	2 x (3'-0" x 7'-0")	NEW, comply with 521 CMR
2.	VESTIBULE	METAL	2 x (3'-0" x 7'-0")	NEW, with panic hardware, comply with 521 CMR
3.	TEPPANYAKI AREA EXIT	METAL	3'-0" x 7'-0"	EXISTING, with panic hardware, comply with 521 CMR
4.	KITCHEN AREA REAR EXIT	METAL	4'-0" x 7'-0"	EXISTING, with panic hardware, comply with 521 CMR
5.	KITCHEN AREA ENTRANCE (DBL DR)	METAL	2 x (3'-0" x 6'-8")	NEW, SELF-CLOSED, with double layers of FFR paint.
6.	KITCHEN AREA ENTRANCE (SINGLE DR)	METAL	3'-0" x 6'-8"	NEW, SELF-CLOSED, with double layers of FFR paint.
7.	TOILET	WOOD	3'-0" x 6'-8"	NEW, SELF-CLOSED
8.	WALK-IN COOLER	ALUMINUM	3'-0" x 6'-8"	NEW, INSULATED DOOR (By manufacturers)

780 CMR 3402.0 IMPLEMENTATION
3402.1 Building Permit Application Requirements for Existing Buildings: A building permit shall be required for any work regulated by 780 CMR 34.00.
Exception: Ordinary repairs may be performed without a building permit.
3402.1.1 Investigation and Evaluation: For any proposed work regulated by 780 CMR 34.00, which is subject to 780 CMR 116.0, as a condition of the issuance of a building permit the building owner shall cause the existing building (or portion thereof) to be investigated and evaluated in accordance with the provisions of 780 CMR 34.00 (see 780 CMR 120.5). The investigation and evaluation shall be in sufficient detail to ascertain the effects of the proposed work (if any) on the structural, egress, fire protection, energy conservation systems and light and ventilation systems of the space under consideration and, where necessary, the entire building or structure.
3402.1.2 Submittal: The results of the investigation and evaluation, along with any proposed compliance alternatives, shall be submitted to the building official in written report form.

DATE: 02/12/2011
KING'S ASSOCIATES INC.
50 ALLEN STREET, NEW YORK, NY 10002
TEL: (212) 274-8833
FAX: (212) 274-8889
FRANK D. MILETO A.I.A.
14 BEAVER BROOK DRIVE, LINDENHILL, N.J. 07033
TEL: (908) 876-9400 FAX: (908) 876-9405
ARCHITECT-PROFESSIONAL PLANNER
ICHIGO ICHIE FRANKLIN
847 W CENTRAL STREET
FRANKLIN, MASSACHUSETTS 02038-3118

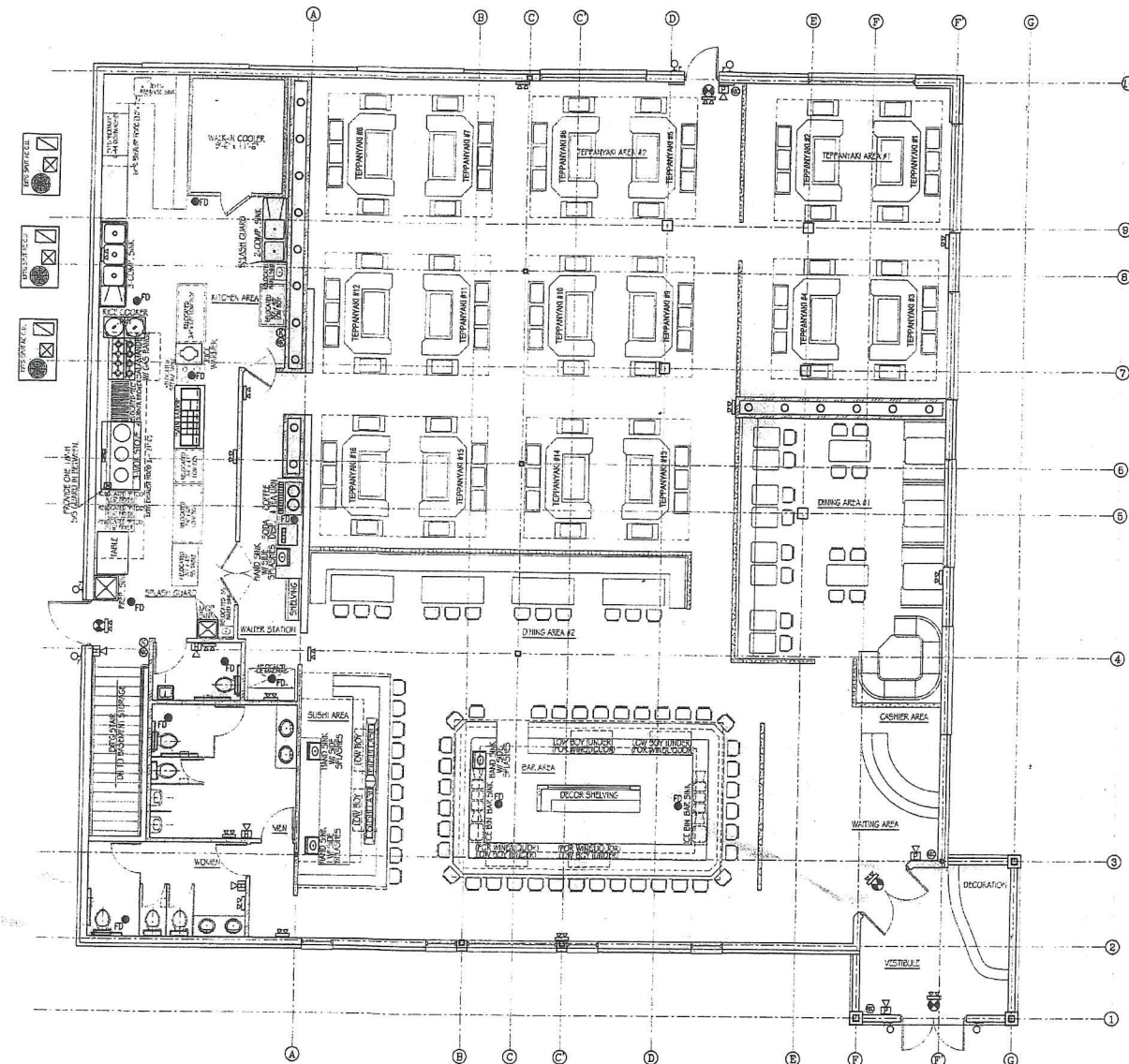
PROJECT DATA

DWG. NO. MA101206J
A-1
1 OF 6



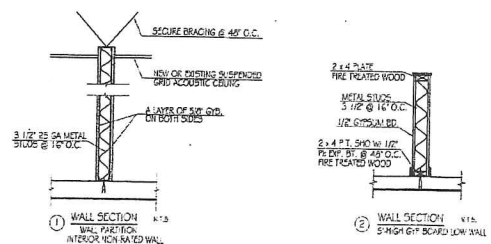
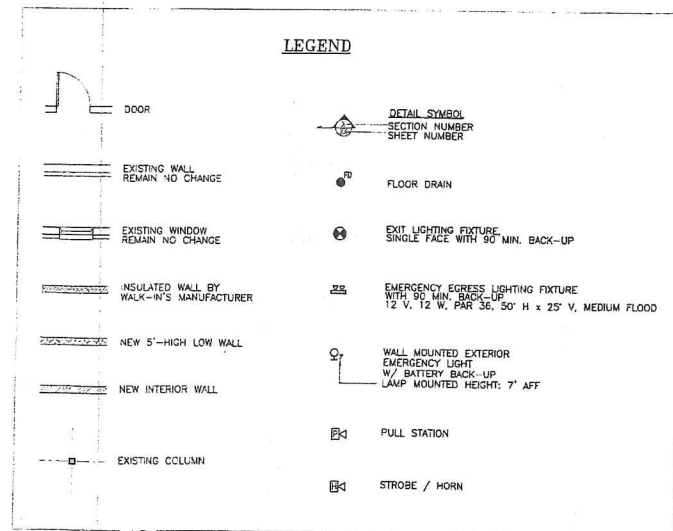
1st FLOOR PLAN - DIMENSION
(EXISTING BASEMENT NO CHANGE)

SCALE: 1/8"=1'-0"



1st FLOOR PLAN - EQUIPMENT
(EXISTING BASEMENT NO CHANGE)

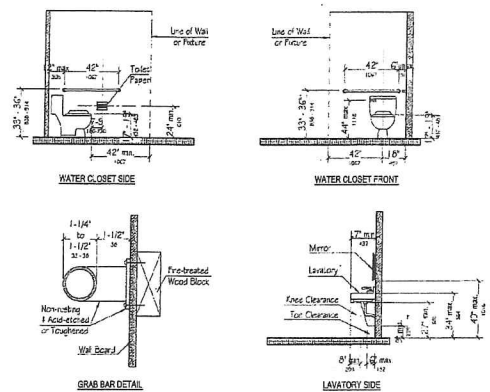
SCALE: 1/8"=1'-0"



NOTE:
1. ALL SINKS ARE DEDICATED SINKS AND ARE TO BE USED AS DESIGNATED.
2. ALL SURFACES: FLOORS, WALLS, AND COUNTERTOPS MUST BE MADE OF A NON-ABSORBENT, DURABLE MATERIAL, WITH ALL SEAMS PROPERLY SEALED TO PREVENT HARD TO CLEAN AREAS OR COMPROMISED CONDITION.
3. WHEN SELECTING APPLIANCES AND EQUIPMENT, CONSIDERATION SHOULD BE GIVEN TO THE EASE OF CLEANING AND SANITING ALL INTERIOR AND EXTERIOR SURFACE. CONVENIENCES SUCH AS REMOVABLE ICE SHIELDS AND OTHER EASY BREAKDOWNS TO ALLOW ACCESS TO INTERIOR SURFACES WILL HELP IMPROVE EFFICIENCY AND SANITATION.

521 CMR REQUIREMENT NOTES
RESTROOM CONDITIONS

307.5 Toilet Paper Dispenser: Toilet paper dispensers shall be located on the side wall closest to the water closet. The centerline of the roll shall be at a minimum height of 48 inches (1219 mm) above finished floor. Dispensers that control delivery or that do not permit continuous paper flow are not allowed.
308.5 Plumbing: Sink traps and drains shall be located as close to rear walls as possible. Hot water & drain pipes exposed under sinks shall be recessed, insulated, or guarded. There shall be no sharp or abrasive surfaces under sinks.
308.6 Faucets: Faucets shall be operable with one hand and shall not require light grasping, pinching, or twisting of the wrist. Lever-operated, push-type, touch-type, or electronically controlled mechanisms are acceptable designs. If self-closing valves are used the faucets shall remain open for at least ten seconds.
5.00 Definitions - Structural Strength: All stresses on grab bars and components shall be based on 250 lb.
30.12 Dispensers: Towel dispensers, drying devices, or other types of devices and dispensers shall have at least one of each device mounted within the zone of reach at a height of 42" (1067 mm) maximum above finished floor. At least one of each device shall be located within reach of a person using the accessible sink and shall comply with 521 CMR 30.5, Operation.
30.6.1b The toilet stall door shall have an automatic self-closing device, a pull device on both sides of the door to assist in closing and opening the door, and a lock handle operable with 20 lb (9.1 kg) of force. The lock handle shall be located within reach of a person using the accessible sink and shall comply with 521 CMR 30.5, Operation.
41.00 Signage of Restroom: Restroom signs shall be installed on the wall adjacent to the latch side of the door. Mounting height shall be 90 inches (2286 mm) above the finish floor to the centerline of the sign. The characters and background of signs shall be agonal, male, or other non-gendered. Characters and symbols shall contrast with their background: either light characters on a dark background or dark characters on a light background. Letters and numerals shall be raised 1/32" (0.8 mm), except case, sans serif or simple serif type, accompanied with Grade 2 Braille.
25.5 Door Width: At doors min. width 2'-4" clear at 90 degrees open.



521 CMR DETAILS

DATE: 02/09/2011

KING'S ASSOCIATES INC.
50 ALLEN STREET, NEW YORK, NY 10002
TEL: (212) 274-8833
FAX: (212) 274-8889

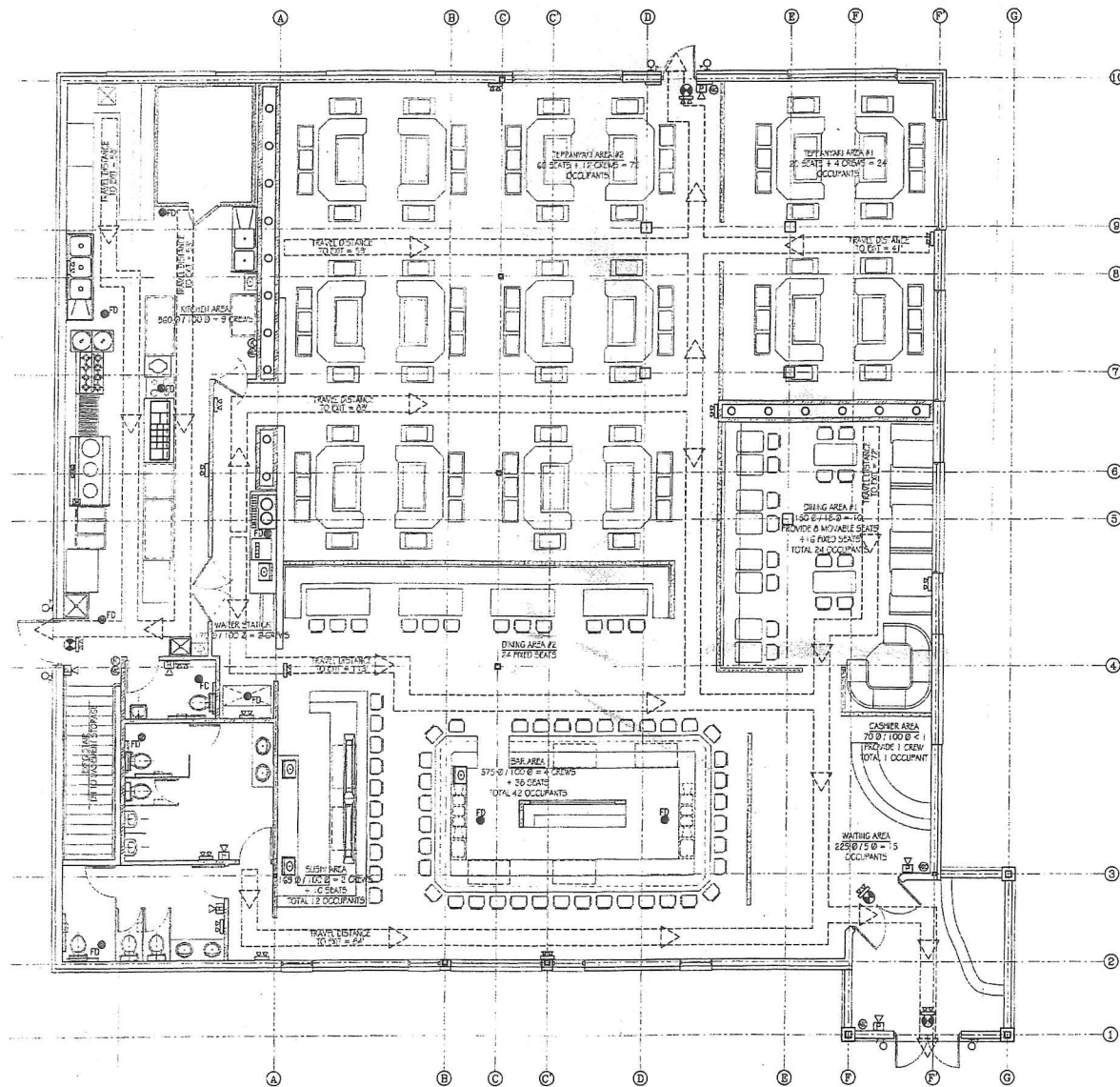
FRANK D. MILETO A.I.A.
14 BEAVER BROOK DRIVE, LONG VALLEY, N.J. 07833
TEL: (908) 876-9400 FAX: (908) 876-9401
ARCHITECT-PROFESSIONAL PLANNING



ICHIGO ICHIE FRANKLIN
847 W CENTRAL STREET
FRANKLIN, MASSACHUSETTS 02038-3118

FLOOR PLAN
WALL SECTION

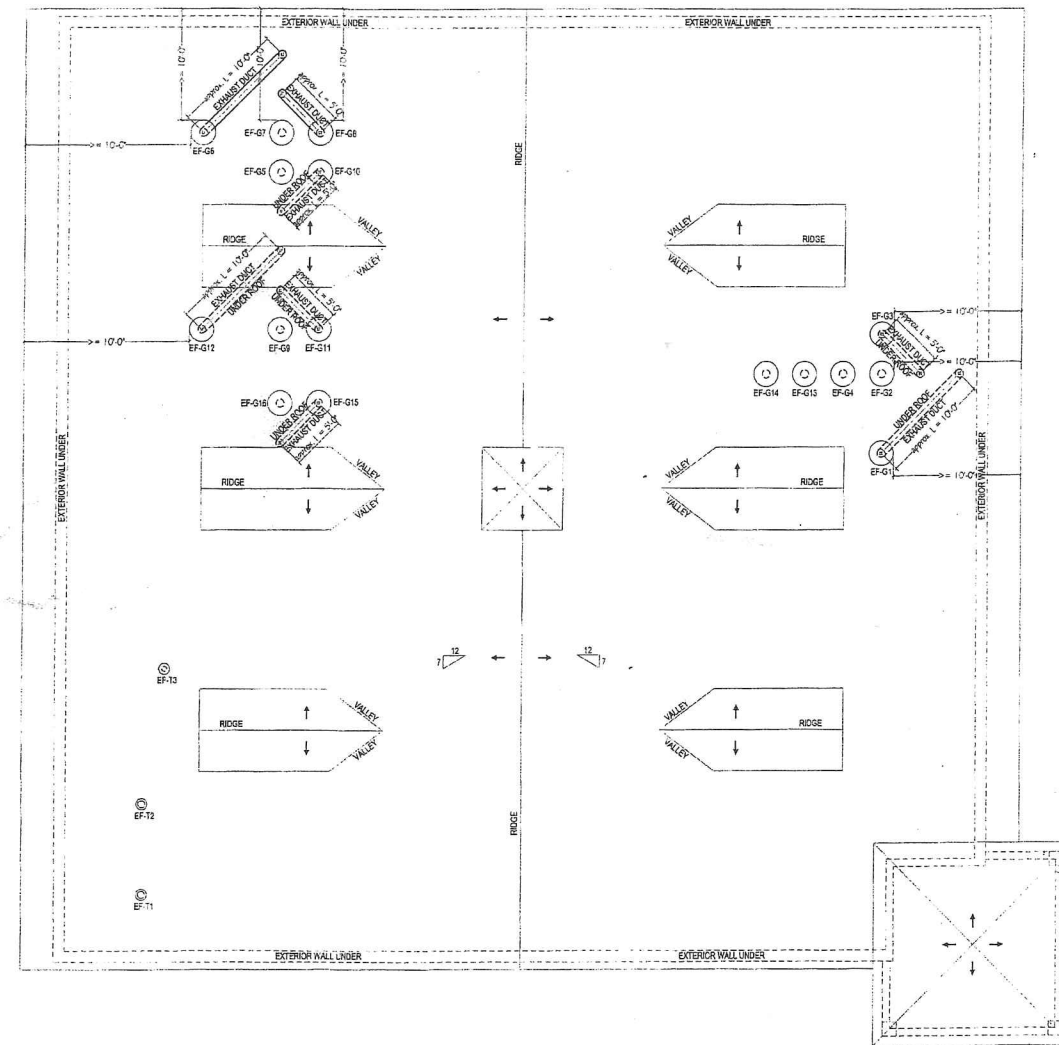
DWG. NO.
MA101206J
A-2
2 OF 6



1st FLOOR PLAN - EGRESS

SCALE: 1/8"=1'-0"

Existing basement keep no change.
Basement is only for storage use, no occupancy allowed.
780 CMR TABLE 1015.1 EXIT ACCESS TRAVEL DISTANCE: 250 ft.
(Building equipped throughout with an automatic sprinkler system in accordance with
780 CMR 903.3.1.1 or 903.3.1.2.)



ROOF PLAN

SCALE: 1/8"=1'-0"

EGRESS PLAN

DWG. NO.
MA101206J
A-3
3 OF 6

ICHIGO ICHIE FRANKLIN
847 W CENTRAL STREET
FRANKLIN, MASSACHUSETTS 02038-3118

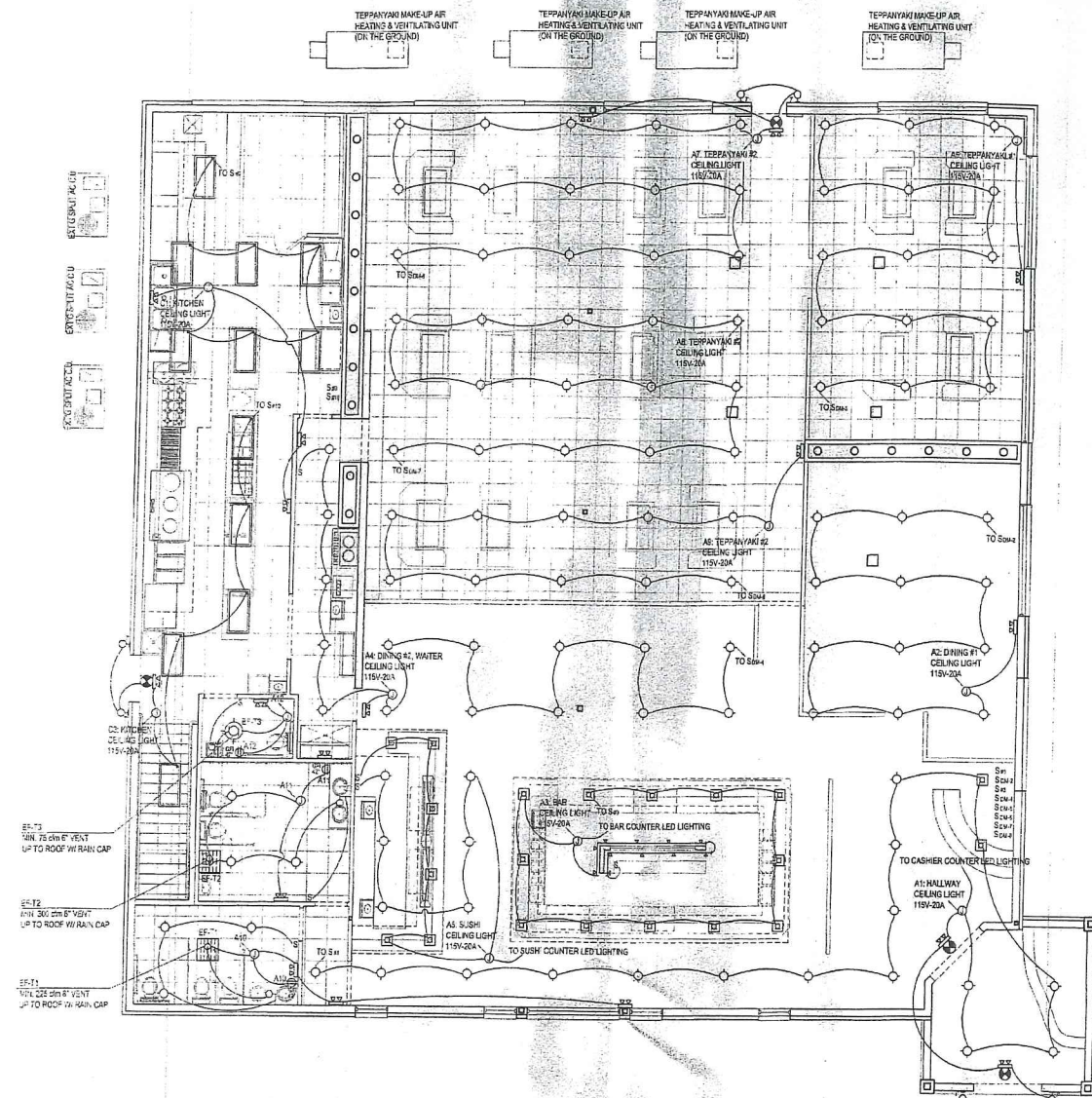


FRANK D. MILETO A.I.A.
14 BEVER BROOK DRIVE, LONG VALLEY, N.J. 07833
TEL: (609) 878-9100 FAX: (609) 878-9101
ARCHITECT - PROFESSIONAL

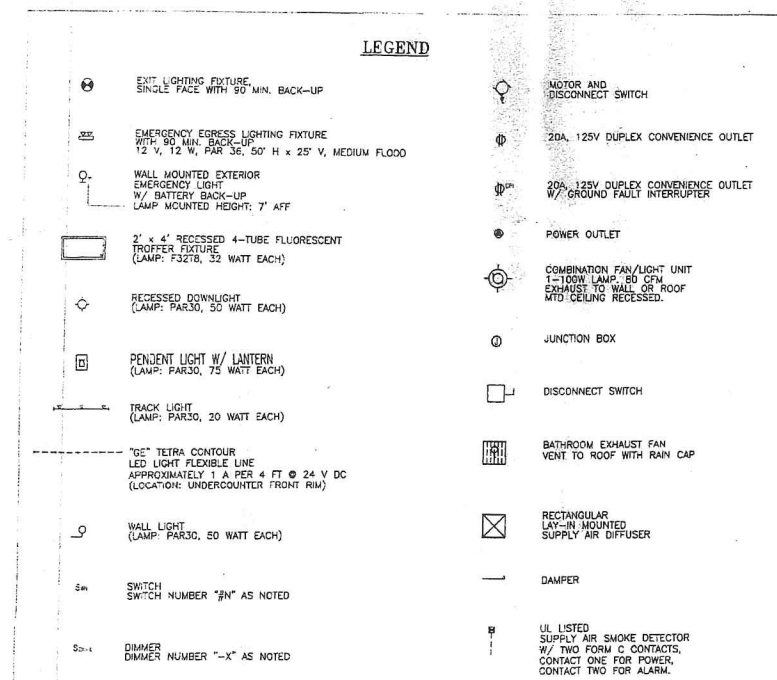
KING'S ASSOCIATES INC.
50 ALLEN STREET, NEW YORK, NY 10002
TEL: (212) 274-8833
FAX: (212) 274-8889

DATE: 02/14/2011



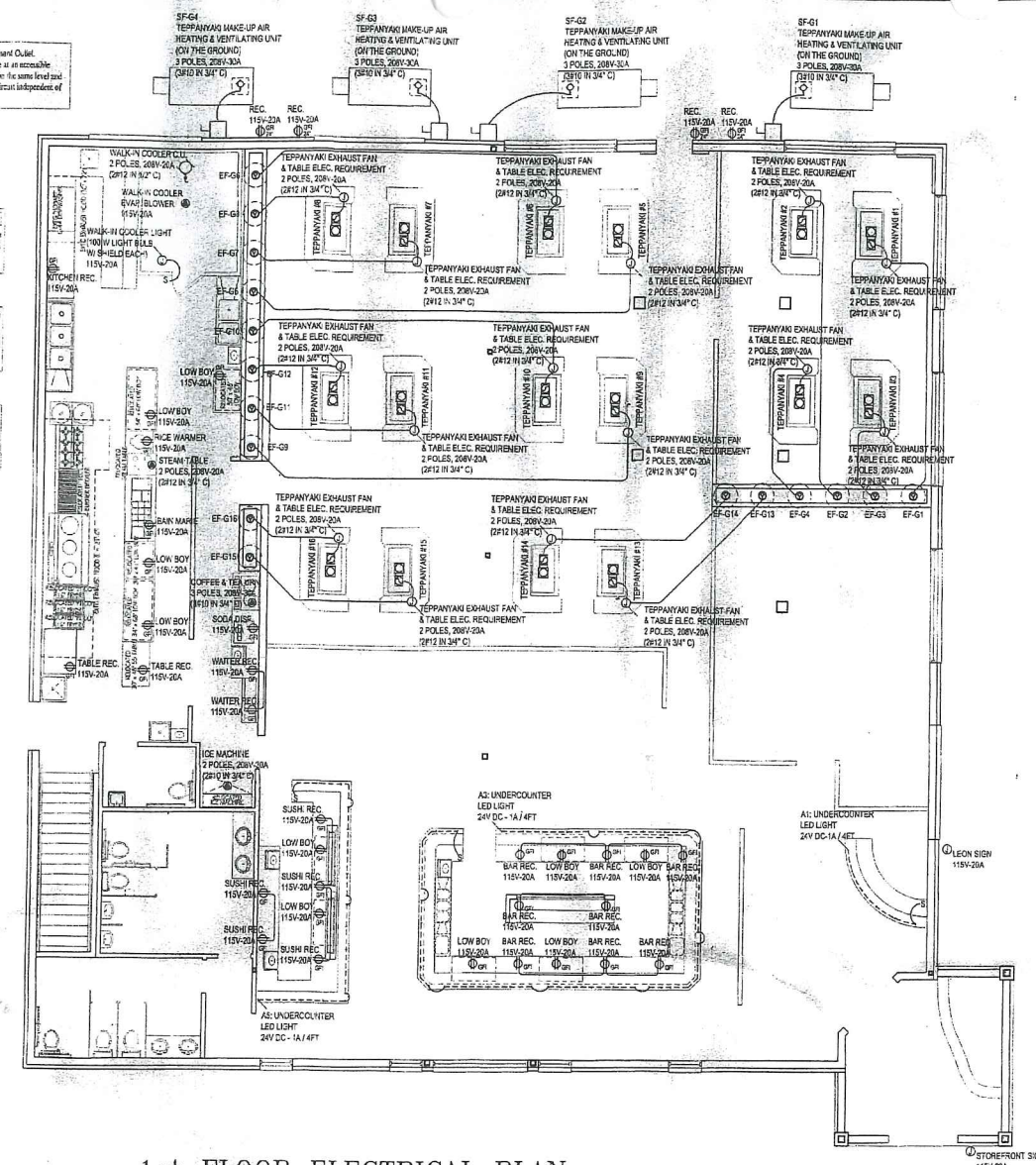


1st FLOOR CEILING - ELECTRICAL PLAN SCALE: 1/8"=1'-0"
(EXISTING BASEMENT NO CHANGE)

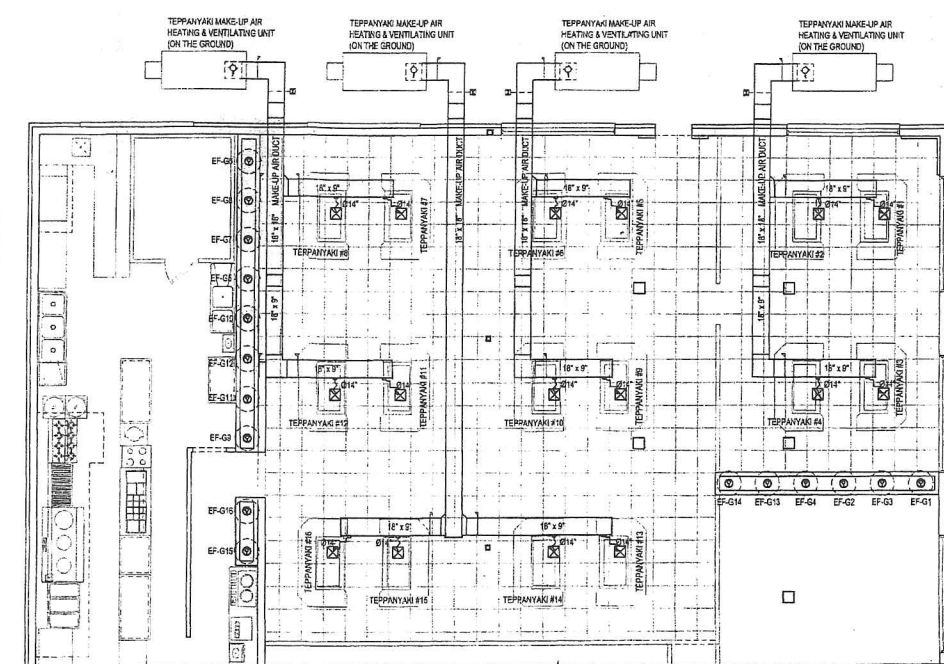


CONDUCTOR AMPACITY		
NEC - TABLE 310-16		
SIZE	ALLOWABLE AMPACITY OF INSULATED COPPER CONDUCTOR	THW
14	20	20
12	25	25
10	30	30
8	40	40
6	55	55
4	70	70
3	100	100
2	115	115
1	130	130
0	150	150

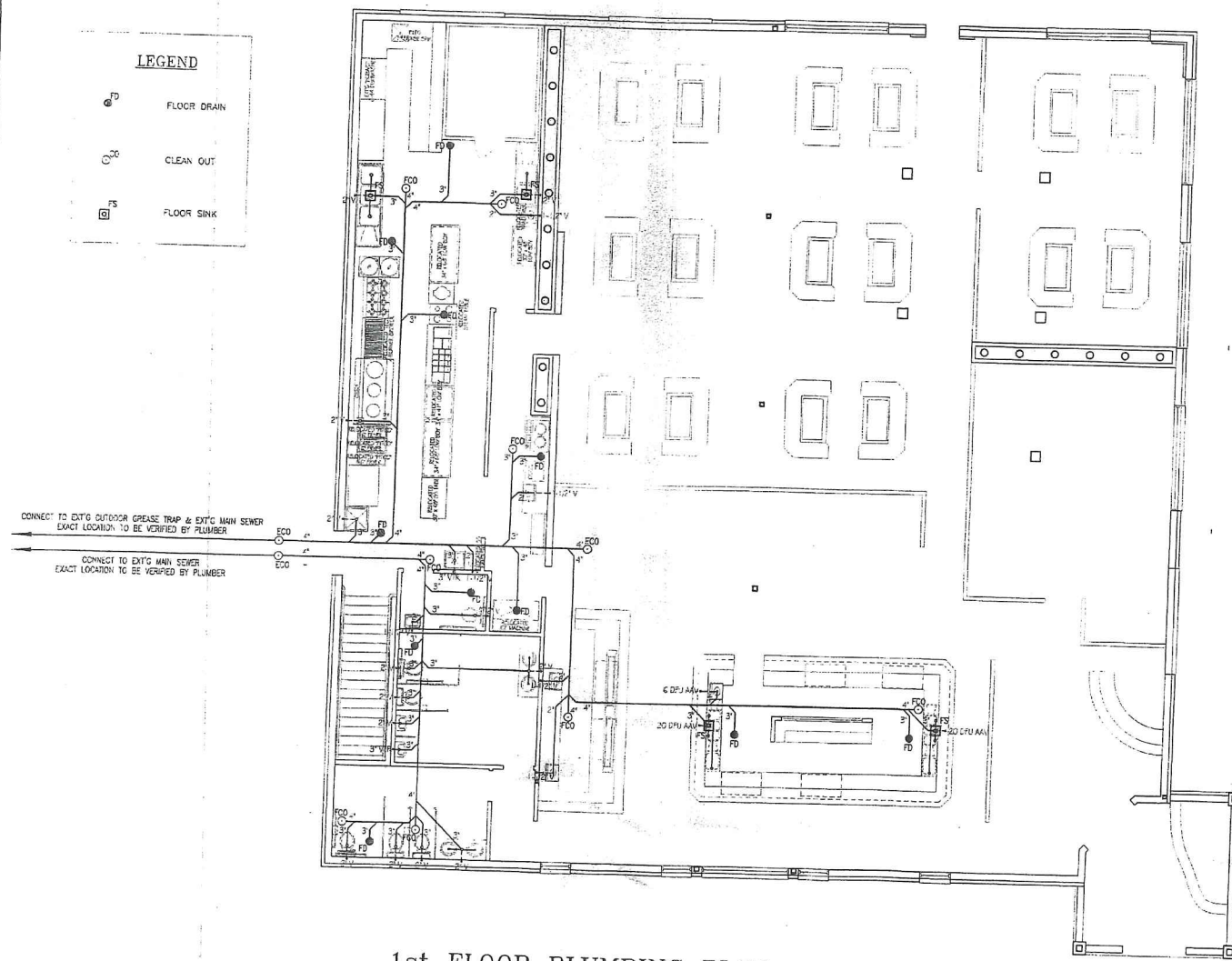
- ELECTRICAL NOTES & REQUIREMENTS**
1. ALL WIRING TO COMPLY WITH MASSACHUSETTS ELECTRICAL CODE.
 2. MINIMUM CIRCUIT TO BE 20 AMP. BREAKERS (A) 1/2 IN. 3/4" CONDUIT (B) UNLESS SHOWN OTHERWISE.
 3. WIRE SIZES BASED ON 75°C COPPER, A.W.G.
 4. PROVIDE DISCONNECTING MEANS AT ALL MOTOR LOADS.
 5. VERIFY ALL REQUIREMENTS FOR KITCHEN EQUIPMENT WITH EQUIPMENT SUPPLIER.
 6. MAKE ALL FINAL CONNECTIONS.
 7. MOUNT ALL ELECTRICAL DEVICES AND SWITCHES AS REQUIRED BY THE ADA AND THE LOCAL STATE BARBER FLEX RULES.
 8. FUSE ALL MOTORS AND MOTOR ASSEMBLIES IN ACCORDANCE WITH THE MASSACHUSETTS ELECTRICAL CODE AND MANUFACTURER'S RECOMMENDATIONS.
 9. BALANCE THE LOADS EVENLY BETWEEN THE PHASES OF THE SYSTEM. MINIMUM UNBALANCE OF 1%.
 10. MAINTAIN A MAXIMUM VOLTAGE DROP OF 3% THROUGHOUT THE ENTIRE SYSTEM.
 11. COORDINATE ALL WORK WITH ARCHITECTURAL, MECHANICAL AND PLUMBING TRADES IN FIELD.
 12. VERIFY ALL EXISTING JOB CONDITIONS AND ACCOMMODATE AS REQUIRED FOR A COMPLETE INSTALLATION.
 13. ELECTRICAL PANEL SHALL BE ENCLOSED INTO THE WALL.



1st FLOOR ELECTRICAL PLAN SCALE: 1/8"=1'-0"
(EXISTING BASEMENT NO CHANGE)



TEPPANYAKI MAKE-UP AIR DUCT PLAN SCALE: 1/8"=1'-0"



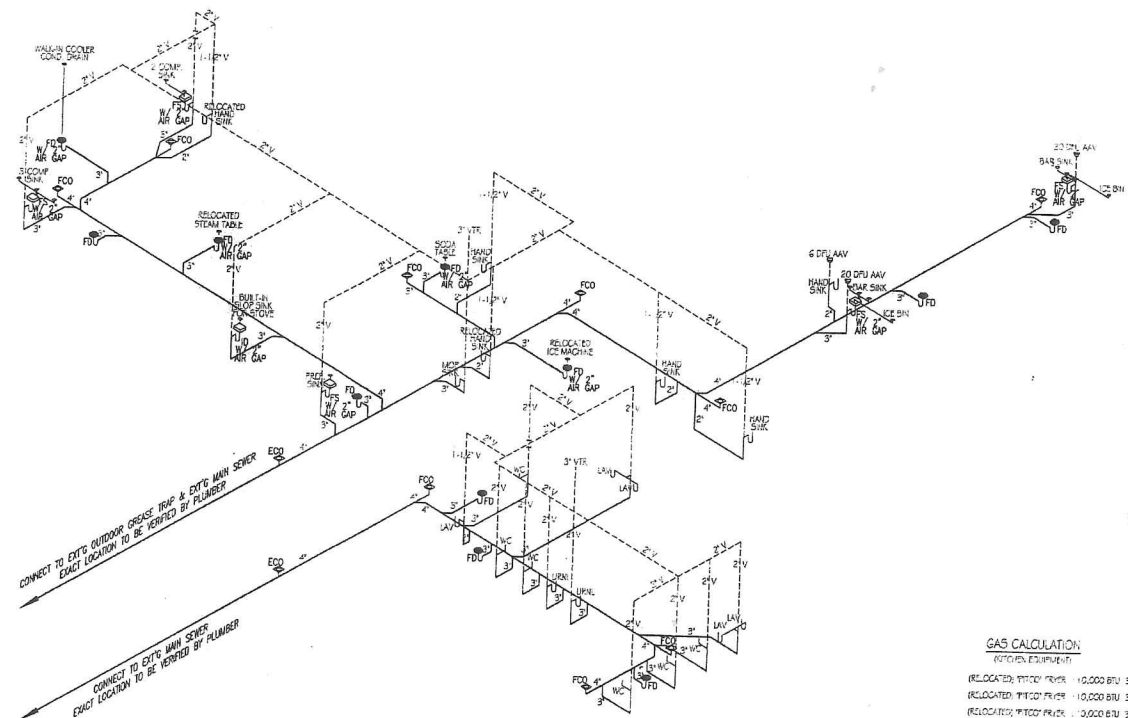
1st FLOOR PLUMBING PLAN SCALE: 1/8"=1'-0"

FIRE SUPPRESSION SYSTEM NOTES

1. Fire suppression system shall be installed by licensed contractor. Contractor shall submit shop drawing for approval before installation.
2. The mechanical pull station shall be located 10'-20' from the range hood.
3. Nozzles height from cooking equipment min. 12" and max. 50".
4. There must be 15" between flyer and any open flames, or one 18"-h 5/8" guard should be installed in between.

PLUMBING REQUIREMENTS

1. ALL PLUMBING SHALL COMPLY WITH THE LOCAL PLUMBING & HEALTH DEPARTMENT REQUIREMENTS.
2. INSULATE ALL HOT & COLD WATER LINES ABOVE GRADE WITH 1" FIBERGLASS PIPE INSULATION WITH VAPOR BARRIER.
3. VERIFY ALL FINAL CONNECTIONS TO KITCHEN EQUIPMENT WITH KITCHEN SUPPLIER VERIFY TIGHTENING REQUIREMENTS WITH SAME.
4. MATERIALS SHALL BE AS FOLLOWS:
 - A. WATER PIPING TO BE TYPE "K" COPPER BELOW GRADE, TYPE "L" COPPER ABOVE GRADE.
 - B. WASTE PIPING TO BE CAST IRON OR PVC PLASTIC.
 - C. VENTS TO BE CAST IRON GALVANIZED STEEL, OR PVC PLASTIC PIPE.
 - D. GAS PIPING TO BE SCHEDULE 40, BLACK STEEL PIPE, PROVIDE AUTOMATIC GAS SHUT-OFF VALVE IN COOKING EQUIPMENT SUPPLY MAIN AS REQUIRED FOR COOKING EQUIPMENT FIRE PROTECTION SYSTEM. VERIFY A COMBINATION WITH KITCHEN EQUIPMENT SUPPLIER.
 - E. ALL INDOOR WASTEWATER EXCEEDING 2" IN LENGTH SHALL BE TRAPPED.
 - F. PROVIDE CLEANOUTS REQUIRED, & AT THE BASE OF ALL STACKS.
 - G. ALL MATERIALS USED WITH VENTURE AND PLUMBING SHALL BE APPROVED FOR SUCH USE.
 - H. PROVIDE FLEXIBLE STOPS AT ALL PLUMBING FIXTURES.
 - I. PROVIDE ALL FITTING & ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION.
 - J. HOT WATER SUPPLIED TO LAVATORY FIXTURES SHALL NOT EXCEED 120°F.
 - K. RAINWATER PLUMBING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE ADA REQUIREMENTS & LOCAL STATE BARBERS FREE REQUIREMENTS.
 - L. COORDINATE ALL WORK IN FIELD WITH ARCHITECTURAL, MECHANICAL & ELECTRICAL TRADES.
 - M. VERIFY ALL EXISTING JOB CONDITIONS & AS REQUIRED FOR A COMPLETE INSTALLATION.



PLUMBING RISER DIAGRAM N.T.S.

GAS CALCULATION
(TYPICAL ONLY)

RELOCATED 1"100' FLEX	10,000 BTU 3/4"
RELOCATED 1"100' FLEX	10,000 BTU 3/4"
RELOCATED 1"100' FLEX	10,000 BTU 3/4"
WOK	60,000 BTU
WOK	60,000 BTU
WOK	60,000 BTU
RELOCATED 1"100' FLEX	10,000 BTU 3/4"
SALAMANDER	40,000 BTU 1/2"
GAS RANGER	368,000 BTU 1"
RICE COOKER	35,000 BTU 1/2"
RICE COOKER	35,000 BTU 1/2"

Total gas consumption = 1,104,000 BTU @ Max. 50"
Max. capacity of gas piping = 1,100,000 BTU > 1,104,000 BTU.

GAS CALCULATION
(TYPICAL ONLY)

TEPPANYAKI 30,000 BTU 3/4"
TEPPANYAKI 30,000 BTU 3/4"
TEPPANYAKI 30,000 BTU 3/4"
TEPPANYAKI 30,000 BTU 3/4"
TEPPANYAKI 30,000 BTU 3/4"
TEPPANYAKI 30,000 BTU 3/4"
TEPPANYAKI 30,000 BTU 3/4"
TEPPANYAKI 30,000 BTU 3/4"
TEPPANYAKI 30,000 BTU 3/4"
TEPPANYAKI 30,000 BTU 3/4"
TEPPANYAKI 30,000 BTU 3/4"
TEPPANYAKI 30,000 BTU 3/4"
TEPPANYAKI 30,000 BTU 3/4"
TEPPANYAKI 30,000 BTU 3/4"
TEPPANYAKI 30,000 BTU 3/4"

Total gas consumption = 600,000 BTU @ Max. 115"
Max. capacity of gas piping = 1,100,000 BTU > 600,000 BTU.

GAS CALCULATION
(TYPICAL MAKE-UP UNIT ONLY)

HEATING MAKE-UP UNIT 255,528 BTU 3/4"
HEATING MAKE-UP UNIT 255,528 BTU 3/4"
HEATING MAKE-UP UNIT 255,528 BTU 3/4"

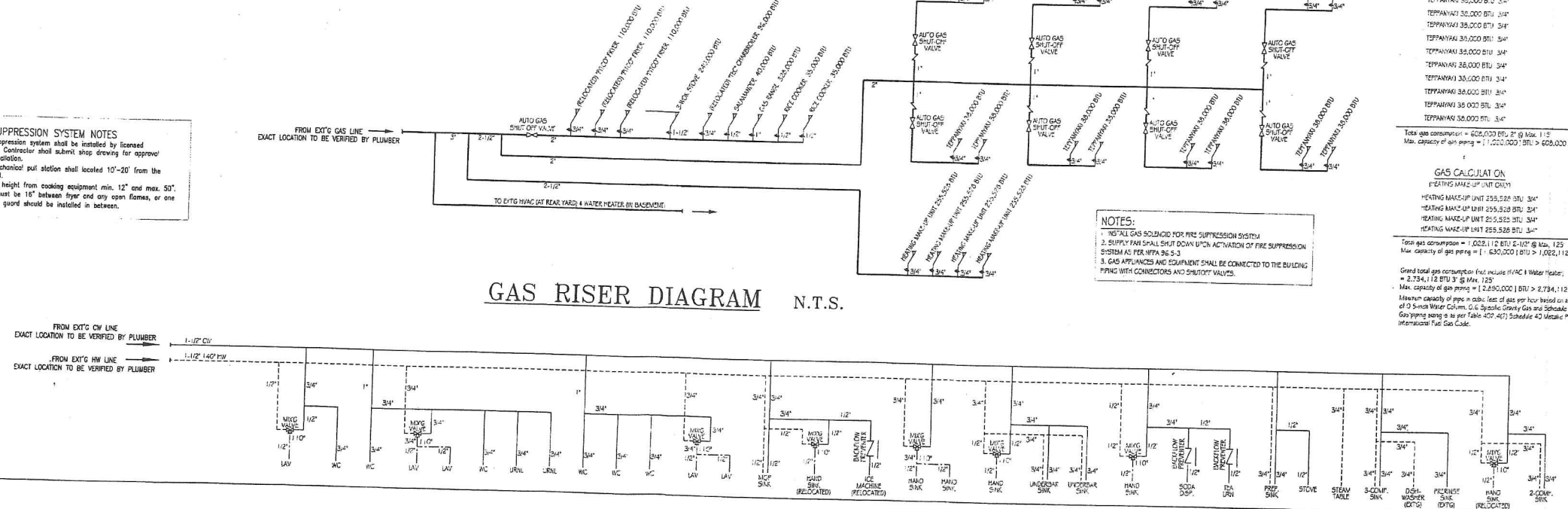
Total gas consumption = 1,002,112 BTU @ Max. 125"
Max. capacity of gas piping = 1,100,000 BTU > 1,002,112 BTU.

Grand total gas consumption (includes 1"100' FLEX & Water Heater):
= 2,734,112 BTU @ Max. 125"
Max. capacity of gas piping = 1,100,000 BTU > 2,734,112 BTU.

Minimum capacity of gas piping in table based on a pressure drop of 0.5 inch Water Column. U.S. Synthetic Grease Gas and Schedule 40 Pipe. Gas piping rating is as per Table 407.407 Schedule 40 Metallic Pipe, 2009 International Gas Code.

NOTES:

1. INSTALL GAS SOLIDATOR FOR FIRE SUPPRESSION SYSTEM.
2. SUPPLY MAIN SHALL SHUT DOWN UPON ACTIVATION OF FIRE SUPPRESSION SYSTEM AS PER NFPA 96.5.3.
3. GAS APPLIANCES AND EQUIPMENT SHALL BE CONNECTED TO THE BUILDING PIPING WITH CONNECTORS AND SHUT-OFF VALVES.



WATER RISER DIAGRAM N.T.S.

DATE: 02/17/2011

KING'S ASSOCIATES INC.
50 ALLEN STREET, NEW YORK, NY 10002
TEL: (212) 274-8833
FAX: (212) 274-8889

FRANK D. MILETO A.I.A.
14 DEWEY BROOK DRIVE, LONG BRUNN, N.J. 07033
TEL: (908) 676-1400 FAX: (908) 676-1405
ARCHITECT-PROFESSIONAL PLANNER



ICHIGO ICHIE FRANKLIN
847 W CENTRAL STREET
FRANKLIN, MASSACHUSETTS 02038-3118

PLUMBING PLAN
PLUMBING RISER DIAGRAM
WATER RISER DIAGRAM
GAS RISER DIAGRAM

DWG. NO. MA1012061
A-5
5 OF 6



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2019

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 Bright Agency, Inc. 6 Congress St. P.O. Box 424 Milford MA 01757		CONTACT NAME: _____ PHONE (A/C, No, E) _____ E-MAIL _____ ADDRESS: _____
INSURED JDJ Ichigo Ichie Inc., DBA: Ichigo Ichie 837 West Central Street Franklin MA 02038		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Insurance NAIC # 0012 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____

COVERAGES

CERTIFICATE NUMBER: CL19101712164

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			680-0P905683	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 5,000 OCCUR CLAIMS-MADE			CUP-0P90611A	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			680-0P905683	12/01/2019	12/01/2020	\$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Town of Franklin Franklin MA 02038	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
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



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:

ARTICLE I

The exact name of the corporation is:

JDJ ICHIGO ICHIE 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
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	1,000	\$0.00	0

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: LING XIN LI
No. and Street: 837 W. CENTRAL STREET
City or Town: FRANKLIN State: MA Zip: 02038 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	LING XIN LI	
TREASURER	LING YAO LI	
SECRETARY	LING YAO LI	
VICE PRESIDENT	LING YAO LI	
DIRECTOR	LING XIN LI	

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

January

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

FULL SERVICE RESTAURANT

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

No. and Street: 837 W. CENTRAL STREET
City or Town: FRANKLIN State: MA Zip: 02038 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:

837 W. CENTRAL STREET

City or Town:

FRANKLIN

State: MA

Zip: 02038

Country: USA

which is

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

Signed this 16 Day of September, 2019 at 4:52:24 PM 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.)*

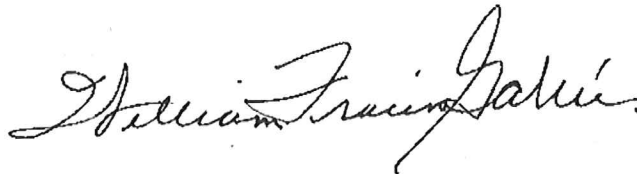
LING XIN LI LING YAO LI

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

September 16, 2019 04:48 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LEASE

This Indenture made this ____ day of _____, 2019, by and between XINGFU REALTY, LLC, a Massachusetts limited liability company duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at Unit 1, 837 West Central Street, Franklin, Massachusetts 02038 (hereinafter with its successors and assigns called "Landlord") and JDJ ICHIGO ICHIE INC., a Massachusetts corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 837 West Central Street, Franklin, MA 02038 (hereinafter with its successors and assigns called "Tenant").

WITNESSETH

In consideration of the rents and covenants herein contained on the part of Tenant to be paid, performed and observed, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the terms and provisions hereinafter set forth, certain premises, located at 387 West Central Street, Franklin, Massachusetts (the "Premises", "Leased Premises" or "Demised Premises") and known as Unit 1 of the Piccadilly Franklin Condominium having been created pursuant to a Master Deed dated May 16, 2008 and recorded with the Norfolk County Registry of Deeds in Book 25773, Page 29, and shown on Exhibit A attached hereto and incorporated herein by reference.

ARTICLE I

Reference Data: Demised Premises

Section 1. Definitions. Each reference in this Lease to any of the terms and titles contained or defined in this Article shall be deemed and construed to incorporate the matters set forth following such term or title in this Article unless the context clearly indicates otherwise:

Term

Definition

- | | |
|----------------------|---|
| (a) Additional Rent: | Any amount due to Landlord from Tenant other than Minimum Rent. |
| (b) Common Areas: | Those portions of the Property, as they may from time to time exist, which are open generally to the public or to the Building's tenants, including without limitation, sidewalks, parking areas, driveways, service areas, malls, landscaped areas and the like. No representation is hereby made concerning the existence or continuance of any Common Area either shown on Exhibit A or otherwise, all of which Landlord reserves the right to alter, modify, enlarge, decrease or discontinue, as Landlord, in its sole judgment, shall deem necessary or desirable, provided such changes do not prohibit or materially interfere with Tenant's use of the Demised |

Premises as provided herein or the Tenant's use of a substantial portion of the appurtenant parking areas.

(c) Common Facilities:

All of Landlord's equipment (except such equipment as is used exclusively by a tenant in the Building), systems and facilities within, or used in connection with the operation of the Property, or any part or parts thereof, including without limitation, all exterior walls, roofs and other structural elements of any building upon the Property from time to time, all pipes, wires, conduits, sanitary sewer, storm drains, generators, air conditioning and heating equipment and lighting system, including without limitation all of the same within the Demised Premises or upon the roof of the Demised Premises.

(d) Default Interest Rate:

If any payment of Minimum Rent, Additional Rent or other sum due under this Lease is not paid when due (i) such overdue amount shall thereafter bear interest until paid in full at a rate per annum equal to four (4%) percent above the prime rate announced from time to time by the Wall Street Journal, or if there is no such newspaper, then such other nationally recognized business newspaper selected by Landlord, but not in excess of the highest legal rate.

(e) The Demised Premises, the Building and the Property:

The "Demised Premises" is approximately 9,300 square feet and is shown on the Plan attached hereto as Exhibit A. The Demised Premises is located within the building (the "Building") shown on the plan attached hereto as Exhibit B. The Building, the Common Areas and the Common Facilities are situated on the parcel of land shown on Exhibit B, all of which are collectively referred to herein as the "Property".

(f) Hazardous Materials:

"Oil", "hazardous materials", "hazardous waste", or "hazardous substances", as such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., as amended, and the regulations promulgated thereunder, and all applicable federal, state and local laws, rules and regulations, including, without limitation, Massachusetts General Laws, Chapters 21C and 21E (the "Superfund and Hazardous Waste Laws").

(g) Late Payment Charge:

If any payment of Minimum Rent, Additional Rent or other sum due under this Lease is not paid when due, Tenant shall pay Landlord twenty (\$20.00) dollars per day accruing from the due date of such payment to the date of actual receipt of such payment.

(h) Lease Commencement Date: Upon the execution of this Lease by all parties.

(i) Lease Year: Each period of twelve (12) consecutive calendar months during the Lease Term starting on the Rent Commencement Date, except that if the Rent Commencement Date is not on the first day of a month, the first Lease Year shall begin on the first day of the calendar month next following the Rent Commencement Date.

(j) Tenant's Initial Monthly Payments on Account of Landlords's CAM Costs & Real Estate Taxes: \$150.00 per month, subject to adjustment as provided in Article V, Section 3, for Landlord's CAM Costs; and \$100.00 per month, subject to adjustment as in Article III, Section 2, for real estate taxes.

(k) Tenant's Percentage Share of CAM Costs and Real Estate Taxes: Tenant's percentage share of common area maintenance charges for any Lease Year shall be 100%. Tenant's percentage share of real estate taxes shall be 100% of the taxed amount in excess of the real estate taxes assessed for Fiscal Year 2019 (\$19,294.03).

(l) Minimum Rent:

<u>Period Covered</u>	<u>Minimum Annual Rent</u>	<u>Minimum Monthly Rent</u>
From the Rent Commencement Date until the start of the First Lease Year		(prorated if there is a partial month) \$19,000.000
Year 1	\$228,000.00	\$19,000.00
January 1, 2020 – June 30, 2022	\$228,000.00	\$19,000.00
July 1, 2022 – December 31, 2024	\$234,840.00	\$19,570.00

(m) Mortgage & Mortgagee: For purposes hereof, the term Mortgage shall mean any real estate mortgage, ground lease, deed of trust or any other security agreement or indenture affecting the Property or the Demised Premises; the term Mortgagee shall mean the holder of any such real estate mortgage, any ground Landlord or any trustee or holder of any such deed of trust, security agreement or indenture.

(n) Permitted Use: Tenant shall use and occupy the Demised Premises for the purpose of operating a restaurant, subject, however, to zoning and other regulatory requirements and to the limitations set forth in Article VII herein.

(o) Rent Commencement Date: January 1, 2020.

- (p) Tax Year: "Tax Year" means each twelve (12) month period (deemed, for the purposes of this lease, to have 365 days) established as the real estate tax year by the taxing authorities having lawful jurisdiction over the Property. At present, the Tax Year is July 1 through June 30.
- (q) Term or Lease Term: From the Lease Commencement Date (January 1, 2020) until five (5) years after the start of the First Lease Year.
- (r) Termination Date: December 31, 2024, unless the Term is earlier terminated pursuant to the provisions of this Lease, in which case the Termination Date shall be the date on which such earlier termination occurs.

Section 2. Common Area and Common Facilities Rights. The Demised Premises are leased together with the non-exclusive right to use, in common with others lawfully entitled thereto, for access and egress and parking, the mall area, sidewalks, parking areas, driveways, loading and service areas and other Common Areas of the Property, as the same may exist from time to time, expressly reserving to Landlord the right to install, maintain, use, repair, replace, alter, change, relocate and remove such Common Areas and Facilities from time to time, and including the right to change the size, type, location, nature and shape of the Common Areas and Facilities, the Property and the Building including any elevators, stairways, access ways and loading docks located in the Building, provided such changes do not prohibit or unreasonably interfere with the adequate parking or permanent access to an entrance to the Demised Premises. Landlord also reserves the right (without thereby assuming the obligation) to install, maintain, use, repair and replace all pipes, ducts, wires, meters, utility lines and other equipment or materials which now are or hereafter may be, in the judgment of Landlord, desired or required to be in the Demised Premises provided such changes do not unreasonably interfere with adequate parking, or permanent access to an entrance to the Demised Premises. The Demised Premises are leased subject to the mortgages and other existing encumbrances of record, if any.

ARTICLE II

Term and Commencement

Section 1. Term. To have and to hold the Demised Premises for the Term beginning on the Lease Commencement Date and ending on the Termination Date unless extended or sooner terminated as provided herein. At Landlord's sole discretion, with or without cause, Landlord may terminate the Lease at the end of any Lease Year by giving Tenant written notice thereof at least sixty (60) days prior to the end of such Lease Year.

Section 2. Recording. At Tenant's request, Landlord and Tenant shall execute and deliver a notice of lease suitable for recording and setting forth the name of Landlord and Tenant, the term of this Lease, an appropriate description of the Demised Premises, and such other information as is required by law for a notice of lease. Said notice of lease shall be prepared and recorded by Tenant. A copy of this Lease shall not be recorded in any Registry of Deeds or Land Court Registry.

ARTICLE III

Rent

Section 1. Minimum Rent. Yielding and paying the Minimum Rent during the Term hereof, all such rent to be payable in equal monthly installments in advance beginning on the Rent Commencement Date, and thereafter on the first day of each calendar month during the Term without offset or deduction and without previous demand therefore.

Section 2. Taxes

(a) Beginning on the Rent Commencement Date, Tenant shall pay Landlord, as Additional Rent hereunder, for each Tax Year during the Term hereof, Tenant's Percentage Share of all real estate taxes in excess of the real estate taxes assessed for Fiscal Year 2019 (\$19,294.03) and other ad valorem taxes, including, without limitation, betterments or other assessments imposed, assessed or levied upon the land and buildings and improvements comprising the Property ("Real Estate Taxes"). For purposes of this paragraph, Tenant's Percentage Share shall be calculated as set forth in Article I. Real Estate Taxes shall also include all costs, including but not limited to attorney's fees, appraiser's fees and Landlord's reasonable administrative costs, for any contest or appeal pursued by Landlord in an effort to reduce the tax or assessment on which any tax or other imposition provided for in this Section is based.

(b) The payment on account of Real Estate Taxes required hereunder shall be paid by Tenant in equal monthly installments in such amounts as are estimated and billed for each Tax Year by Landlord, at the Rent Commencement Date and thereafter at the beginning of each successive calendar year during the term hereof, the first installment being due on the Rent Commencement Date and subsequent installments being due on the first day of each month thereafter.

(c) Within ninety (90) days after Landlord's receipt of the first non-estimated tax bill for each Tax Year, Landlord will certify to Tenant:

- (i) The total amount of Real Estate Taxes as specified above, and
- (ii) The amount of such Real Estate Taxes owed by Tenant to Landlord.

Tenant's Percentage Share paid or payable for each Tax Year shall be adjusted between Landlord and Tenant, with payment to or payment by Landlord, as the case may require, within fifteen (15) days of the aforesaid certification to Tenant, such amount as is necessary to effect such adjustment. The failure of Landlord to provide such certification within the time prescribed above shall not relieve Tenant of its obligations under this Section 2 or for the specific Tax Year in which any such failure occurs. Further adjustments shall be made, as necessary, if subsequent tax bills during any Tax Year are adjusted by the taxing authority.

For the Tax Years in which the Rent Commencement Date and the Termination Date occur, the provisions of this Section shall apply, but Tenant's liability for Tenant's Percentage Share of any taxes for such year shall be subject to a pro rata adjustment based upon the number of days of such Tax Year falling within the period on and after the Rent

Commencement Date or on or before the Termination Date during which the Demised Premises are leased to Tenant pursuant to this Lease.

(d) Tenant agrees to pay, prior to delinquency, any and all taxes and assessments levied, assessed or imposed during the Term hereof upon or against:

- (i) All furniture, fixtures, signs and equipment and any other personal property installed or located within the Demised Premises;
- (ii) All alterations, additions, betterments or improvements of whatsoever kind or nature made by or on behalf of Tenant to the Demised Premises, as the same may be separately levied, taxed and assessed against or imposed directly upon Tenant by the taxing authorities.

(e) The provisions of Article III, Section 2, are predicated upon the present system of taxation in the Commonwealth of Massachusetts. If taxes upon rentals or otherwise pertaining to the Demised Premises shall be substituted, in whole or in part, for the present ad valorem real estate taxes or assessed in addition thereto, then Tenant's obligation to pay such taxes shall be based upon such substituted taxes, to the extent to which the same shall be a substitute for present ad valorem real estate taxes, together with such additional taxes. Nothing herein contained shall be construed to require Tenant to reimburse Landlord for any penalties or interest which may be imposed as a result of Landlord's delinquent payment of taxes.

Section 3. Late Payment Charges. Any payment of Minimum Rent, Additional Rent or other sums due under this Lease, if not paid when due, shall be subject to the Default Interest Rate and Late Payment Charge accruing from the due date of such payment to the date of actual receipt of such payment by Landlord.

Section 4. Payment of Rent. All payments of Minimum Rent, Additional Rent or other sums due under this Lease shall be made payable to Landlord, and sent to the address to which notices hereunder to Landlord are to be delivered or to such other payee or at such other address as Landlord may designate in writing from time to time.

ARTICLE IV **Condition of the Demised Premises**

Section 1. Landlord's Buildout. Landlord shall deliver the Demised Premises as is.

Section 2. Tenant's Buildout. None.

Section 3. Title to Improvements. Business or trade fixtures and other personal property which may be removed from the Demised Premises without injury thereto shall not be considered to be improvements. All improvements made by Landlord or Tenant shall become part of the Demised Premises and title thereto shall vest in Landlord upon installation.

ARTICLE V
Common Area Maintenance

Section 1. (a) Landlord's Work. Except as set forth to the contrary elsewhere in this Lease, Landlord shall only be responsible for the following repairs and replacements to the Common Area and Common Facilities: Fifty percent (50%) of the portion of any roof repairs/replacement to the extent the cost is in excess of \$5,000.00 (Tenant pays the first \$5,000.00 and Landlord and Tenant split the excess evenly) and major structural repairs/replacement. ("Landlord's Work").

(b) Tenant's Work. Except for Landlord's Work, Tenant shall be responsible for performing all work, at Tenant's cost, in operating, managing, equipping, policing, maintaining, repairing and replacing the Property including but not limited to; lighting, repairing, striping, maintaining and replacing all Common Areas and Common Facilities including but not limited to parking areas, driveways, mall areas, service and loading areas; landscaping and gardening Common Areas; water and sewer line repairs and replacements; HVAC repair and replacement; pumping grease traps every three (3) months; roof repairs and replacements; snow and ice removal; and exterior painting ("Tenant's Work"). Most of this work involves common areas of the condominium and it shall be Tenant's responsibility to pay for and coordinate Tenant's share of the work with the owner of the other Unit.

Section 2. (a) Tenant's Payments. In addition to all other payments herein provided to be made by Tenant to Landlord, commencing on the Rent Commencement Date, Tenant shall also pay to Landlord, as Additional Rent, an amount equal to Tenant's Percentage Share of all of the costs and expenses incurred or accrued by, or on behalf of Landlord in performing Landlord's Work ("Landlord's Costs").

(b) Landlord's Costs include, but are not limited to, all costs and expenses of every kind and nature paid by Landlord in premiums for liability, property damage, fire, and other insurance on the Common Areas and Common Facilities and all other insurance, hazard and otherwise, carried by Landlord on all structures on the Property; and administrative costs equal to fifteen percent (15%) of the total of Landlord's Costs.

Section 3. Payment Schedule. Tenant's Percentage Share of Landlord's Costs shall be paid in monthly installments, in advance, in the amount estimated by Landlord, starting on the Rent Commencement Date and continuing on the first day of each and every calendar month thereafter. The amount of Tenant's monthly payment of Landlord's Costs may be changed at any time upon written notice to Tenant if Landlord's Costs are higher or lower than anticipated. No later than May 1 of each Lease Year during the Term hereof, Landlord shall furnish to Tenant a statement in reasonable detail setting forth Landlord's Costs and showing the computation of Tenant's Percentage Share of Landlord's Costs. Within fifteen (15) days of Tenant's receipt of such statement there shall be an adjustment between Landlord and Tenant, with payment to, or repayment by, Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's Percentage Share of Landlord's Costs, and no more or less. Tenant shall have the right during normal business hours at a time convenient to Landlord, upon prior written request and at its own expense to inspect Landlord's records of Landlord's Costs (at Landlord's or its management agent's office), such inspection to be done not more frequently than once per Lease Year. Landlord shall maintain its record of Landlord's Costs for a period of three (3) years after the end of the year to which Landlord's Costs relate. In the event that any

such inspection results in Landlord and Tenant agreeing that Tenant's payments have been incorrect, within fifteen (15) days of such agreement, Landlord or Tenant shall reimburse the other in the amount necessary so that Tenant's payments are consistent with the requirements of this Lease.

Section 4. Required Improvements. If Landlord shall be obligated by reason of any law, regulation or rule now in effect or hereafter adopted by any governmental authority having jurisdiction over the Property, to make any capital improvement to the Common Areas or Common Facilities for any reason, the cost of such capital improvement pro rated over a reasonable time period determined by Landlord, together with the yearly cost to Landlord to finance the same, shall be included within Landlord's Costs.

ARTICLE VI Covenants

Tenant covenants and agrees as follows:

(a) To pay, when due, the Minimum Rent and Additional Rent at the times and in the manner set forth herein;

(b) To procure any licenses and permits required for any use to be made of the Demised Premises by Tenant;

(c) To pay promptly when due the entire cost of any work to the Demised Premises undertaken by Tenant so that the Demised Premises shall, at all times, be free of liens for labor and materials; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements; and to save Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work including, without limitation, reasonable attorneys' fees. Upon receipt of notice from Landlord, Tenant shall take over Landlord's defense in any action related to work undertaken by Tenant on the Demised Premises or at the Property.

(d) To permit Landlord and Landlord's agents to examine the Demised Premises during normal business hours upon prior notice (except in the case of an emergency for which there are no notice or timing requirements) and to show the Demised Premises to prospective lenders, purchasers or tenants, but Landlord shall not show the Demised Premises to prospective tenants until the last eighteen (18) months of the Lease Term; to permit Landlord to enter the Demised Premises (upon prior notice to Tenant except in the case of an emergency for which there are no notice or timing requirements) to make such repairs, improvements, alterations or additions thereto as may be required in order to comply with the requirements of any public authority having jurisdiction over the Demised Premises (all of which will be promptly paid for by Tenant as Additional Rent), or as may be desired by Landlord or required of Landlord under the terms of this Lease.

(e) To pay, when due, any and all State, Federal or local taxes based upon Tenant's use or occupation of the Demised Premises or pertaining to Tenant's personal property or resulting from any alterations, additions or improvements made on Tenant's behalf or by Tenant to the Demised Premises.

(f) To comply with all laws, orders, and regulations of any governmental authorities pertaining to Tenant's use and occupation of the Demised Premises.

(g) To refrain from doing anything, taking any action or failing to act in such a manner that will cause any increase in the fire insurance rates pertaining to the Demised Premises or the Building and to comply with any rules, regulations or recommendations of the National Board of Fire Underwriters, any rating bureau, or any similar association performing such function and failing same, to pay to Landlord any increase in premiums resulting therefrom.

(h) To keep the Demised Premises adequately heated for the protection of the plumbing therein.

(i) To permit no waste with respect to the Demised Premises.

ARTICLE VII Use of Demised Premises

Section 1. Permitted Use Only. Tenant shall have the right to use the Demised Premises for the Permitted Use and for no other purposes whatsoever without Landlord's prior written permission, which consent may be withheld or conditioned at Landlord's sole discretion.

Section 2. Tenant shall not engage in any trade or occupation in the Demised Premises or make any use thereof which will be unlawful, improper, excessively noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the state, city, or town in which the Demised Premises are situated.

(a) Tenant shall give prompt written notice to Landlord of any written notice it receives of the violation of any law or requirement of any public authority, and at its own expense shall comply with all laws and requirements of authorities which shall, with respect to the Demised Premises or Tenant's use and occupation thereof, or the abatement of any nuisance, impose any obligation, order, or duty on Landlord or Tenant arising from (i) Tenant's use of the Demised Premises, (ii) the manner of conduct of Tenant's business or operation of its installations, equipment, or other property, (iii) any cause or condition created by or on behalf of Tenant or (iv) breach of any obligation of Tenant under this Lease.

Section 3. Use Restrictions. Tenant further agrees to conform to the following provisions during the Term of this Lease:

(a) Subject to the other terms of this Lease, Tenant shall always conduct its operations in the Demised Premises under the Tenant's name as set forth herein, or as it may be legally changed or altered;

(b) Tenant shall not use the sidewalks, mall area, parking areas, driveways or other Common Area of the Property, for advertising or business purposes without the prior written consent of Landlord;

(c) Tenant shall, at its own cost and expense, be responsible for the prompt removal of all trash, refuse and the like from the Demised Premises and shall insure that same be kept in a covered and locked container at all times. The container must be emptied frequently enough that odor is not noticeable when passing by the area where the container is located. This will require more frequent emptying during warmer weather;

(d) Tenant shall keep the display windows, if any, of the Demised Premises clean and free of signs and adequately lighted during such nighttime hours as Landlord shall designate from time to time;

(e) Tenant shall not use the Demised Premises for any unethical or unfair method of business operation, advertising or interior display nor perform any act or carry on any practice which may injure the Demised Premises or any other part of the Property;

(f) Tenant shall not permit nor cause any offensive odors or loud noise (including, but without limitation, the use of loudspeakers) to emanate from the Demised Premises, nor shall Tenant constitute a nuisance or menace to any other occupant or other persons in neighboring buildings;

(g) Tenant shall not use any portion of the Demised Premises for storage or other services, except as required for its operations in the Demised Premises;

(h) Tenant shall comply with all rules and regulations as Landlord may promulgate during the Term hereof; and

(i) Tenant shall not permit employees, agents or servants to smoke inside the Building.

ARTICLE VIII **Repairs and Alterations**

Section 1. Tenant's Work. Tenant shall keep and maintain the Demised Premises, and all facilities and systems within the Demised Premises, in a neat, clean, sanitary condition and in good working order and repair, and in compliance with all laws, ordinances or regulations of any public authorities having jurisdiction, including, without limitation, all electrical, plumbing, gas, heating, air-conditioning and sewage facilities within the Demised Premises, sprinklers, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted) and all interior building appliances and similar equipment and the exterior and interior portions of all windows, window frames, doors, door frames, and all other glass or plate glass thereon, and shall make all repairs and replacements and do all other work necessary for the foregoing, provided, however, that to the extent required by the provisions of Article XVII and Article XVIII below, damage to the Demised Premises and common areas caused by fire or other casualty shall be repaired by Landlord at Landlord's own cost and expense.

Notwithstanding anything to the contrary herein, promptly after notice from Landlord, Tenant shall repair, at its own expense, any damage to the roof, foundation, structural columns or exterior walls of the Demised Premised or any of the other Common Areas or Facilities, caused by any act or negligence by Tenant, its employees, agents,

licensees, suppliers, contractors or guests. All such work shall be performed promptly and in a good and workmanlike manner by contractors acceptable to and approved in writing by Landlord.

Section 2. (a) Landlord's Work. Landlord shall make any necessary repairs or replacements to the roof, foundation, structural columns, utility systems outside the Demised Premises but serving the Demised Premises and exterior walls of the Demised Premises (exclusive of all windows, exterior glass, window frames, doors, door frames, and signs, which repairs shall be made by Tenant). The cost for all such Landlord's Work shall be deemed to be Landlord's Costs as defined in Article V above.

(b) Tenant's Work. Tenant shall make all other repairs or replacements to the Common Areas, including any repairs/replacements required by Landlord.

Section 3. Surrender of Demised Premises. At the expiration or earlier termination of this Lease, Tenant shall remove its goods and effects and peaceably yield up the Demised Premises, clean and in good working order, repair and condition, reasonable wear and tear excepted, with any injury done to the Demised Premises or the Property by the installation or removal of Tenant's fixtures or other property, being promptly repaired by Tenant in a good and workmanlike manner. Tenant shall be deemed to be occupying the Demised Premises until the Demised Premises is in the condition required herein.

All additions or other improvements placed in or on the Demised Premises by Landlord shall remain on and shall not be removed from the Demised Premises. At the expiration of this Lease, all such additions and improvements shall be the property of Landlord. Any additions or other improvements placed in or on the Demised Premises by Tenant, including without limitation all trade fixtures, shall be considered as personal property and shall remain the property of Tenant, who shall have the right to remove such property from the Demised Premises at the expiration of this Lease, provided that Tenant, at Tenant's expense, promptly repairs any damage to the Demised Premises resulting from the installation and/or removal of such property and that such repairs are performed in a good and workmanlike manner. Tenant shall be deemed to be occupying the Demised Premises until such repairs are completed.

Notwithstanding anything to the contrary herein, any business or trade fixtures, lighting, furniture, machinery and equipment ("Personal Property") installed by Tenant which may be removed from the Demised Premises without injury thereto (or if there is injury, Tenant shall repair the same), shall remain the property of Tenant and shall be removed by Tenant from the Demised Premises prior to the expiration or earlier termination of this Lease, provided that all damages resulting from said removal is promptly repaired and the Demised Premises promptly restored by Tenant at Tenant's expense and further, provided that if Tenant is then in default hereunder, such Personal Property, insofar as Landlord shall so direct, shall remain in the Demised Premises and become the property of Landlord until such time as said default is cured or, at Landlord's election, such Personal Property shall either be stored by Landlord for the account of Tenant and Tenant shall be liable for any costs or expenses incurred by Landlord in connection therewith, and shall pay Landlord for such costs and expenses prior to their release from storage or such Personal Property shall be deemed abandoned and may be disposed of by Landlord in any way Landlord sees fit, at Tenant's expense, all without any responsibility by Landlord for any loss or damage

Section 4. Alterations. Tenant shall obtain Landlord's prior written consent for any alterations, improvements or additions to the Demised Premises or to the exterior of the Demised Premises, which consent in the case of interior non-structural work, shall not be unreasonably withheld. All such work shall be performed in accordance with all applicable laws, rules and regulations and in a good and workmanlike manner and shall not impair the safety or the structure of the Building, nor diminish the value of the Building as then constituted. At the expiration or earlier termination of this Lease, at Tenant's expense, Tenant shall remove such alterations, improvements or additions as Landlord may request and shall return the Demised Premises to the condition it was in prior to such alterations, improvements or additions. All such work shall be performed in accordance with all applicable laws, rules and regulations and in a good and workmanlike manner. Tenant shall be deemed to be occupying the Demised Premises until such work is completed.

ARTICLE IX

Utilities

Tenant shall pay for all utility services provided to the Demised Premises, including, without limitation, electricity (both inside and outside of the Building), telephone and heat charges. Landlord shall not be liable for any interruption of electricity, water, telephone, sewage, heat or other utility service supplied to the Demised Premises.

ARTICLE X

Liability

Section 1. Indemnity. Tenant shall save Landlord harmless and indemnified from all injury, loss, claims or damage of whatever nature to any person or property in the Demised Premises or about the Property arising from any act or omission of Tenant, or the employees, agents, contractors, suppliers, licensees or invitees of any of the foregoing, except as set forth below.

Section 2. Landlord's Non-Liability. Neither Landlord nor any agent or employee of Landlord shall be liable for any damage to the person or property of Tenant, or of any subtenant, or concessionaire, or of any employee, customer, licensee, invitee, contractor or supplier, or guest of any of the foregoing, except where such damage is attributable to the gross negligence of Landlord, or Landlord's agents or employees, in the performance or failure to perform any of the obligations of Landlord under and pursuant to the terms and provisions of this Lease. Without in any way limiting the generality of the foregoing, Landlord, Landlord's agents or employees, shall not be liable, in any event, for any such damage resulting from (a) the interruption to business or damage to property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Demised Premises or the Building, or from the pipes, appliances or plumbing or from dampness or any other cause, or (b) any hidden defect in the Demised Premises or the Building.

ARTICLE XI

Insurance

Section 1. Landlord's Property and Liability Insurance. Landlord shall maintain, at all times during the term of this Lease, with respect to the Building, insurance against loss or damage by fire and the so-called special perils coverage for an amount of not less than one hundred percent (100%) of the full replacement cost, business interruption coverage (including loss of rents due to fire or other casualty) at a limit equal to one year of payments of Minimum Rent and Additional Rent, and public liability with inclusive limits of not less than Two Million Dollars per occurrence in the event of bodily injury or death.

Section 2. Tenant's Insurance. Tenant shall, at its own expense, maintain workman's compensation insurance, and fire and comprehensive casualty insurance of adequate amounts with respect to its own fixtures, merchandise, equipment and other property contained in the Demised Premises. Tenant shall also maintain, during the term of this Lease, at its own expense, comprehensive public liability insurance with responsible companies qualified to do business in Massachusetts and having an "A.M. Best Rating" of "A" or better, insuring Landlord (as a named, insured party), and all persons claiming under Landlord, as well as Tenant, against all claims for injuries to persons (including death) and against claims for damages or loss of property occurring in or about the Demised Premises in the amount of at least Two Million Dollars (\$2,000,000.00) per occurrence. Tenant shall also maintain liquor liability insurance in the amount of at least Two Million Dollars (\$2,000,000.00) per occurrence. All losses under said policies shall be payable to Landlord and/or Landlord's mortgagee (if any), as their interest may appear. Tenant shall furnish Landlord with certificates for such insurance prior to the Lease Commencement Date and at least ten (10) days prior to the expiration date of any of such policies. Each policy shall be non-cancelable with respect to Landlord's interest without at least thirty (30) days prior written notice to Landlord from the insurer.

ARTICLE XII

Signs

Tenant may, at Tenant's expense, erect a pylon sign and/or attach a sign to the front of the Premises, subject only to applicable town rules and regulations. Tenant shall maintain and keep such signs in good repair and shall remove such signs upon the expiration or earlier termination of the Lease. Tenant shall promptly repair any damage related to the erection or removal of such signs.

ARTICLE XIII

Assignment or Subletting

Tenant shall neither assign nor permit any assignment of this lease by operation of law or otherwise, nor sublet any portion of the Demised Premises or permit occupation of the whole or any part thereof by another by license or otherwise without, on each occasion, first obtaining Landlord's written approval, and paying any reasonable attorney's fees incurred by Landlord in connection with such requested assignment, sublet or permitted occupation.

Landlord shall not unreasonably withhold, condition, or delay its approval to any requested transfer, assignment or subletting, provided however, that, in such event such approval is granted, Tenant shall remain liable for all of the obligations of Tenant hereunder, and the subtenant or assignee shall also execute, acknowledge and deliver to Landlord an agreement in form and substance satisfactory to Landlord whereby the subtenant or assignee shall agree to be bound by all the covenants, obligations, agreements, terms, provisions and conditions set forth in this Lease on the part of Tenant to be performed and Tenant shall pay all of Landlord's reasonable attorney's fees incurred in connection with such requested transfer, assignment or subletting. Should Tenant desire to sublet the Demised Premises or assign the Lease, at the time Tenant so requests Landlord's consent, Tenant will deliver the name and address of the proposed assignee or subtenant to Landlord, together with such assignee's or subtenant's complete commercially reasonable financial statement which shows a net worth and working capital in an amount determined by Landlord to be sufficient to assure the future performance by such assignee of the Tenant's obligations under this Lease. Notwithstanding anything contained herein to the contrary, in the event that Tenant assigns this Lease or sublets the Demised Premises, fifty percent of the Rent and other compensation payable by the assignee or subtenant over and above Tenant's rent (including, but not limited to, Minimum Rent and all other obligations hereunder) under the terms of this Lease, shall be paid to Landlord within 10 days after Tenant receives each such payment from such subtenant or assignee. Any unauthorized attempted transfer, subletting, assignment, license to use, hypothecation or other alienation of this Lease shall be void and shall confer no rights thereto.

No consent by Landlord to an assignment or sublease shall be deemed to constitute any consent to any further assignment or sublease, or relieve Tenant from its obligations under this Lease, and Tenant hereby guarantees the prompt and timely payment of all Minimum Rent, Additional Rent and other charges hereunder. No indulgence or favor at any time granted by Landlord to Tenant or to anyone claiming under Tenant, nor acceptance of rent from, or other dealing with, anyone claiming under Tenant, shall be deemed to be an assignment, sublease or otherwise. Tenant and all persons claiming under the Tenant shall be deemed to have waived any and all suretyship defenses.

Landlord may require as a condition of any assignment or subletting, that the Assignee or subTenant execute an agreement directly with Landlord agreeing to perform and observe all of the obligations of Tenant hereunder and to secure or guarantee such obligations in a manner acceptable to Landlord.

ARTICLE XIV **Subordination**

Section 1. Subordination by Tenant. Tenant shall, from time to time, upon request of Landlord, subordinate this Lease to any existing and /or future Mortgage, heretofore or hereafter placed upon the Property or any part thereof, to any renewal, modification, replacement or extension of such Mortgage, and to any and all advances made or to be made thereunder, provided that in the instrument of subordination the Mortgagee agrees, for itself and its successors and assigns, that so long as Tenant shall not be in default under this Lease, the Mortgagee and its successors and assigns will not disturb the peaceful, quiet enjoyment of the Demised Premises by Tenant.

Section 2. Estoppels and Notices. Tenant will, upon request by Landlord or any Mortgagee, execute and deliver to such party an Estoppel Letter in form satisfactory to

such party. At the written request to Tenant by Landlord or any Mortgagee, Tenant shall thereafter provide to said Mortgagee a copy of any written notice of default delivered by Tenant to Landlord at the same time and in the same manner as to Landlord.

Section 3. Mortgagee Not Liable. With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents and other sums payable hereunder, conditional in nature or otherwise, which assignment is made to a Mortgagee, the execution thereof by Landlord, and the acceptance thereof by such Mortgagee, shall not be treated as an assumption by such Mortgagee of any of the obligations of Landlord hereunder, unless such Mortgagee shall, by written notice sent to Tenant, specifically otherwise elect. Absent such an election, Landlord shall retain its obligations herein. Nevertheless, Tenant shall, upon receipt of written notice from Landlord and any such Mortgagee to whom Landlord may from time to time assign the rents or other sums due hereunder, make payment of such rents or other sums to such Mortgagee, and Landlord agrees to credit Tenant for all of such payments made, unless and until Tenant receives a subsequent written notice from such Mortgagee to the contrary.

ARTICLE XV

Self-Help

If Tenant shall fail to observe or perform any of Tenant's covenants, agreements or obligations in this Lease contained on its part to be performed or observed other than a payment obligation, and shall not cure such failure within fifteen (15) days after written notice from Landlord specifying the failure, Landlord may at any time thereafter, at its option and without waiving any claim for breach of agreement, cure such failure for the account of Tenant and make all necessary payments in connection therewith, provided that Landlord may cure any such failure prior to the expiration of said waiting period, with or without written notice to Tenant, if it is reasonably necessary to protect the Building or the Property or Landlord's interest therein, or to prevent injury or damage to persons or property. Any amount paid by Landlord pursuant to this Article shall be deemed paid for the account of Tenant and Tenant shall promptly reimburse Landlord therefore such sums as Additional Rent.

ARTICLE XVI

Waiver of Subrogation

Tenant waives, discharges and releases all rights of recovery against Landlord for recovery of damages to the extent they are or should have been covered by any of the insurance policies required to be maintained by Tenant pursuant to the terms of the Lease, even if the claim is a result of the fault or negligence of Landlord. Such insurance policies as Tenant is required to have in effect during the Term of this Lease or any extension or renewal thereof shall include a clause or endorsement which provides in substance that the insurance company waives any rights of subrogation which it might otherwise have against Landlord.

LXL
P.C.

ARTICLE XVII
Damage by Fire, Etc.

Section 1. Restoration by Landlord. If the Demised Premises or the Building shall be damaged or destroyed by fire, windstorm, or other casualty, Tenant shall immediately give notice thereof to Landlord, and unless this Lease is terminated as hereinafter provided, Landlord at its own expense shall reasonably promptly repair or rebuild the same so as to restore the Demised Premises to substantially the same condition they were in as of the Rent Commencement Date (excluding any alterations, additions or improvements made by Tenant), subject, however, to zoning and building laws then in existence, provided that Landlord shall not be responsible for any delay in such repair or reconstruction which may result from any cause beyond its reasonable control and provided further that in no event shall Landlord be obligated to expend for such repair or reconstruction more than the amount of the insurance proceeds (net of all costs and fees incurred by Landlord in collecting the same) received by Landlord on account thereof. In that event, until the Demised Premises are restored by Landlord, the payment of Minimum Rent and Additional Rent and other charges shall cease or be fairly apportioned according to whether the destruction to the Demised Premises or the Building is entire or partial.

Section 2. Termination Rights. If the Demised Premises shall be damaged or destroyed by fire or other casualty to the extent of twenty percent (20%) or more of the sound insurable value thereof, or if any part of the Demised Premises shall be damaged by an uninsured casualty by any cause to the extent of twenty percent (20%) or more of its sound insurable value, Landlord may elect by written notice to Tenant either to terminate this Lease or to repair or rebuild on the conditions set forth in Article XVII Section 1 above by written notice given within forty five (45) days after such damage or destruction.

Section 3. Tenant's Restoration. In the event that the Demised Premises are damaged or destroyed by any cause described above, then, unless this Lease is terminated as above provided, Tenant, at its own expense and proceeding with all reasonable dispatch, after receipt of notice from Landlord that it has elected to repair and rebuild, shall repair or replace suitably all alterations, additions, improvements, trade fixtures, equipment, signs or other property installed by or belonging to the Tenant, which shall be damaged or destroyed, in or serving the Demised Premises. All such work shall be performed by contractors acceptable to Landlord.

Section 4. Cooperation. Landlord and Tenant agree to cooperate with each other to enable the prompt repair or replacement of the Demised Premises and the Building arising from any insured loss. In no event shall Tenant or any person or entity claiming an interest in the Demised Premises by, through, or under Tenant claim, maintain, or prosecute any action or suit at law or in equity against Landlord for any loss, cost or damage caused by or resulting from fire or other risk or casualty in the Demised Premises or any part thereof.

ARTICLE XVIII
Eminent Domain, Condemnation

Section 1. Right of Termination. If as a result of any taking by eminent domain which shall be deemed to include a voluntary conveyance in lieu of a taking, the total floor area remaining in the Demised Premises shall be reduced to less than seventy five percent (75%) of the total floor area in the Demised Premises at the Rent Commencement Date, or the Demised Premises shall be permanently deprived of access by motor vehicle to and

from a public street or private way, or if more than fifty percent (50%) of the parking spaces at the Property are taken, then, at the election of Landlord, exercisable by written notice given to Tenant within ninety (90) days after the date of the filing of the notice of such taking, this Lease may be terminated as of the date when Tenant is required to vacate the Demised Premises or the portion thereof is so taken, or access is so taken. In the event Landlord terminates the Lease pursuant to this Section 1, Tenant shall only make such payments for rent or other payments as are due related to periods until and including the date when Tenant is required to and does vacate the Demised Premises or the portion thereof is so taken or access is so taken. If, following any such taking, Landlord does not terminate this Lease, then Landlord, at Landlord's expense, but only to the extent of the award for any such taking, and proceeding with reasonable dispatch, subject to delays beyond its reasonable control, shall do such work as may be required to put what may remain of the Demised Premises in proper condition for the conduct of Tenant's business, or to provide alternative access, as the case may be, and Tenant, at Tenant's expense and proceeding with reasonable dispatch, shall make such alterations, repairs and replacements of the alterations, additions, improvements, trade fixtures, equipment, signs or other property installed by or on behalf of or belonging to Tenant as may be necessary to put the remainder of the Demised Premises in proper condition for Tenant's business. In that event, the Minimum Rent and Additional Rent and other charges shall be fairly abated according to the nature, extent, and affect of the taking.

Section 2. Damages. Landlord reserves all rights to damages to the Building, Property, the Demised Premises and the leasehold hereby created, or awards with respect thereto, then or thereafter accruing, by reason of any taking by eminent domain or by reason of anything lawfully done or required by any public authority, and Tenant grants to Landlord all of Tenant's rights, if any, to such damages, except with respect to relocation expenses and the value of Tenant's personal property which may be compensated by separate award and Tenant shall execute and deliver to Landlord such further instruments of assignment thereof as Landlord may from time to time request.

ARTICLE XIX Default

Section 1: Events of Default. The occurrence of any one or more of the following occurrences are Events of Default.

(a) Tenant's failure to make any payment of any installment of Minimum Rent, Additional Rent or other sum herein specified, within five (5) days after such payment is due;

(c) Tenant's failure to observe or perform any other of Tenant's covenants, agreements or obligations hereunder, if such failure shall not be corrected within fifteen (15) days after written notice thereof, or, if Tenant diligently and continuously pursues such cure, but such cure cannot reasonably be completed within fifteen (15) days, such additional period of time as is reasonably necessary to cure such failure;

(d) If any proceedings seeking protection from creditors are instituted by Tenant or any Guarantor herein, under the Bankruptcy Code or any laws amendatory thereof or supplemental thereto;

(d) If any other proceedings are instituted against Tenant or any Guarantor under the Bankruptcy Code or any insolvency law and not dismissed within thirty (30) days;

(e) If Tenant or any Guarantor shall execute an assignment of his property for the benefit of his creditors; or

(f) If a receiver or other similar officer for Tenant or any Guarantor shall be appointed and not be discharged within thirty (30) days.

Landlord shall have the right after any Event of Default, to re-enter and take complete possession of the Demised Premises, to terminate this Lease, and remove Tenant's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

Section 2: Remedies Upon Default. In the event that this Lease is terminated pursuant to any of the provisions described in Article XIX, Section 1 above or for breach of any obligation of Tenant, Tenant covenants to pay forthwith to Landlord, as partial compensation, an amount equal to 10% of the total rent which had been reserved for the residue of the Term. In calculating the rent reserved there shall be included, in addition to the Minimum Rent, the Additional Rent and the value of all other considerations agreed to be paid or performed by Tenant during said residue. Tenant shall also be liable to Landlord for all expenses (including reasonable attorneys' fees and expenses) incurred by Landlord in enforcing its rights under this Lease and at law, and to pay such expenses promptly upon demand. Tenant further covenants, as additional and cumulative obligations, after any such termination to pay punctually to Landlord all sums and to perform all the obligations which Tenant covenants in this Lease to pay and perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the next preceding sentence Tenant shall be credited proportionately with any rent paid by Tenant to Landlord as compensation as provided above in this Section so that such rental payment is amortized equally over each of the remaining months of the Term. Tenant shall also be credited with the net proceeds of any rent received by Landlord by reletting the Demised Premises, after deducting all of Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Demised Premises for such reletting, it being agreed by Tenant that Landlord (i) may relet the Demised Premises or any part or parts thereof, 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 and may grant such concessions and free rent as Landlord in its reasonable judgment considers advisable or necessary to relet the same and (ii) may make such alterations, repairs and decorations in the Demised Premises as Landlord, in its reasonable judgment considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid. Tenant shall only receive credit for such rent as may be received after all of such expenses have been completely offset by rent received by reletting the Demised Premises. For example, if Landlord incurs \$5,000.00 in expenses in reletting the Demised Premises, Tenant shall not receive any credit for the first \$5,000.00 in rent received by Landlord from the new tenant.

In lieu of any damages or indemnity and in lieu of full recovery by Landlord of all sums payable under the foregoing provisions of this Article, Landlord may, by notice to Tenant, at any time after this Lease is terminated pursuant to any of the provisions contained

in Article XIX, Section I above or for breach of any obligation of Tenant and before such full recovery, elect to recover, and Tenant shall thereupon pay, as liquidated damages, an amount equal to the aggregate of the rent and all other sums payable by Tenant hereunder accrued in the thirty six (36) months ended immediately prior to such termination, plus the amount of rent of any kind accrued and unpaid at the time of termination, plus all expenses (including reasonable attorneys' fees and expenses) incurred by Landlord in enforcing its rights under this Lease and at law, except that if the Lease is terminated prior to thirty six (36) months after the Rent Commencement Date, then, if Landlord so elects, liquidated damages shall be an amount equal to the rent and all other sums payable by Tenant for the thirty six (36) month period starting on the Rent Commencement Date, plus the amount of rent of any kind accrued and unpaid at the time of termination, plus all expenses (including reasonable attorneys' fees) incurred by Landlord in enforcing its rights under this Lease and at law. Notwithstanding the foregoing, if the Lease is terminated based on a Tenant default and if at the time of the termination there are less than thirty six (36) months left in the then Term, such damages shall be equal to the Minimum Rent, Additional Rent and the value of all other consideration agreed to be paid or performed by Tenant during the remainder of the Term, plus the amount of rent of any kind accrued and unpaid at the time of termination, plus all expenses (including reasonable attorneys' fees) incurred by Landlord in enforcing its rights under this Lease and at law.

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

Section 3. Cumulative Remedies. All rights and remedies, which Landlord may have under this Lease, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of such rights and remedies may otherwise be exercised at the same time insofar as permitted by law. Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant.

Section 4. Landlord's Right to Remedy Tenant's Default. If the Tenant shall default 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 default, may remedy such default for the account and at the expense of the Tenant.

ARTICLE XX Bankruptcy or Insolvency

(a) If Tenant shall become a Debtor under the United States Bankruptcy Code (the "Code"), and the Trustee or Tenant shall elect to assume this Lease under authority then given by the Code, whether for the purpose of assigning the same or otherwise, such election and assignment may only be made if all the terms and conditions of Article XX (b) hereof are fully satisfied. If the Trustee or the Debtor shall fail to elect to assume this Lease within sixty (60) days after the filing of any such petition, this Lease shall be deemed to have been rejected, Landlord thereupon shall be immediately entitled to

possession of the Demised 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 Article XIX hereof shall survive. "Elect to assume," for the purposes of this paragraph, shall be deemed to mean that the Trustee or the Debtor shall have filed a motion to assume this Lease in the Debtor's bankruptcy proceedings and the Bankruptcy Court in such proceedings shall have allowed such motion.

(b) If the Trustee or Debtor-In-Possession has assumed this Lease pursuant to the provisions of Article XX (a) hereof for the purposes of assigning (or electing to assign) pursuant to the Code, Tenant's interest under this Lease or the estate created thereby, to any other person, such interest or estate may be so assigned only if Landlord shall acknowledge in writing that the intended assignee has provided adequate assurance for the future performance (as defined in this subparagraph (b)) of all of the terms, covenants and conditions of this Lease to be performed by Tenant. For the purpose of this subparagraph (b), Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum, "adequate assurance of future performance" shall mean that each of the following conditions shall have been satisfied, and Landlord has so acknowledged in writing:

- (i) The assignee has submitted a current financial statement audited by a Certified Public Accountant which shows a net worth and working capital in amounts (which amounts shall in no event be less than the total of those of Tenant and any guarantor of Tenant's obligations hereunder at the time of execution of the Lease) determined to be sufficient by Landlord to assure the future performance by such assignee of Tenant's obligations under this Lease.
- (ii) The assignee, if requested by Landlord, shall have obtained guarantees in form and substance satisfactory to Landlord from one or more persons who satisfy Landlord's standards of credit;
- (iii) The assignee has submitted in writing evidence, satisfactory to Landlord, of substantial business experience in the sale of merchandise and/or services permitted under this Lease;
- (iv) Landlord has obtained all consents and waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which Landlord is bound to permit Landlord to consent to such assignment;
- (v) The assignee has supplied such additional information required to be supplied by this subparagraph (b) and has complied with any other provisions, conditions and requirements set forth in subparagraph (a) for an assignment of Tenant's interest in this Lease or the estate created thereby; and

(c) When, pursuant to the Code, the Trustee, or Debtor-In-Possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charges shall not be less than the rent specified hereunder, without limitation, and without deduction or set-off of any kind.

(d) Neither Tenant's interest in this Lease, nor any lesser interest of Tenant herein, nor any estate of Tenant created hereby, shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Tenant unless Landlord shall consent to such transfer in writing. No acceptance by Landlord of rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to have waived, nor shall it waive the need to obtain, Landlord's consent or Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without such consent.

ARTICLE XXI

Notices

Any notice or other communication relating to this Lease shall be deemed to be duly given if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party for whom it is intended at such place as shall have been last designated by such party, either in this Article or in a notice given as herein provided as its address for receiving notices hereunder. Until further notice, Landlord designates Brian K. Cheng, 9 Atlantic Crossing, Barrington, RI 02806, with a copy to Steven Greenwald, Esquire, Greenwald & Greenwald LLP, 409 Fortune Boulevard, Milford, MA 01757 for such purpose. Until further notice, Tenant designates Ling Xin Li, 7 Margaret Circle, Pomfret Center, CT 06259.

ARTICLE XXII

Hazardous Materials

Tenant shall not use any portion of the Demised Premises for the use, generation, treatment, storage or disposal of Hazardous Material without the express written prior consent of Landlord and, if required, its Mortgagees, and then only to the extent that the presence of the Hazardous Materials is (i) properly licensed and approved by all appropriate governmental officials and in accordance with all applicable laws and regulations and (ii) in compliance with any terms and conditions stated in said prior written approvals by Landlord or its Mortgagees. Tenant shall promptly provide Landlord with copies of all notices received by it, including, without limitation, any notice of violations, notice of responsibility or demand for action from any federal, state or local authority or official in connection with the presence of Hazardous Materials in or about the Demised Premises. In the event of any release of Hazardous Materials by Tenant or its agents, employees, contractors, or others acting at the request or for the benefit of or with permission from Tenant, Tenant shall promptly remedy the problem in accordance with all applicable laws and requirements and shall indemnify and hold Landlord and its Mortgagees harmless from and against all loss, costs, liability and damage, including attorney's fees and the cost of litigation arising from the presence or release of any Hazardous Materials in or on the Demised Premises, the Common Area, or Common Facilities. The obligations of Tenant under this Article XXII shall survive expiration or termination of this Lease. If Tenant becomes aware of a release or threat of release of Hazardous Materials, Tenant shall immediately advise Landlord in writing and provide to Landlord all available details regarding such release or threat of release of Hazardous Materials.

LXL
B.C.

ARTICLE XXIII
Miscellaneous Provisions

Section 1. No consent or waiver, express or implied, by Landlord to or of any breach in the performance by Tenant, of its agreements hereunder shall be construed as a consent or waiver to or of any other breach in the performance by Tenant of the same or any other covenant or agreement. No acceptance by Landlord of any rent or other payment hereunder, even with the knowledge of any such breach, shall be deemed a waiver thereof nor shall any acceptance of rent or other such payment in a lesser amount than is herein required to be paid by the Tenant, regardless of any endorsement on any check or any statement in any letter accompanying the payment of the same, be construed as an accord and satisfaction or in any manner other than as a payment on account by Tenant, unless otherwise agreed to in writing. No reference in this Lease to any subTenant, licensee or concessionaire, or acceptance by Landlord of any payment due hereunder from other than Tenant shall be construed as a consent by Landlord to any assignment or subletting by Tenant, or give to Tenant any right to permit another to occupy any portion of the Demised Premises except as herein expressly provided. No waiver by Landlord in respect of any one tenant shall constitute a waiver with respect to any other tenant. Failure on the part of Landlord to complain of any action or non-action on the part of Tenant or to declare Tenant in default, no matter how long such failure may continue, shall not be deemed to be a waiver by Landlord of any of its rights hereunder.

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

Section 3. If Tenant continues to occupy the Demised Premises after the expiration or earlier termination hereof, it shall have no more rights than a tenant at sufferance, but shall be liable for two (2) times the aggregate rental then payable under this Lease for the period of such occupancy, and shall be liable for any loss or expense incurred by Landlord due to such holding over. Nothing in this section shall be construed to permit such holding over.

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

Section 5. Landlord agrees that upon Tenant's paying the rent and performing and observing the agreements, conditions and other provisions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises and the appurtenant rights thereto as set forth in this Lease during the Term of this Lease without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to the rights of holders of present and future Mortgages, and to the terms and provisions of the Lease.

Section 6. The obligations, conditions and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns, and the same shall be construed as covenants running with the land. Wherever in this Lease reference is made to either of the parties, it shall be held to include and apply to the successors and assigns of such party as if in each case so expressed, unless the context requires otherwise

and regardless of the number or gender of such party; provided, however, that the term "Landlord" as used in this Lease means only the owner for the time being of the land of which the Premises form a part so that in the event of any sale or sales of such land and Premises or of said Lease, Landlord shall be and hereby is entirely released of all covenants and obligations of Landlord hereunder arising after the date upon which the new owner of the Property takes ownership.

Section 7. This Lease shall constitute the only agreement between the parties relative to the Demised Premises and no oral statements and no prior written matter not specifically incorporated herein shall be of any force or effect. In entering into this Lease, Tenant relies solely upon the representations and agreements contained herein. This agreement shall not be modified except by a writing executed by both parties.

Section 8. The section and article headings throughout this instrument are for convenience and reference only and the words contained therein shall in no way be held to limit, define or describe the scope or intent of this Lease or in any way affect this Lease.

Section 9. Landlord shall not be liable for a delay or failure in the commencement, performance or completion of any of its obligations hereunder where such delay or failure is attributable to strikes or other labor conditions, inability or difficulty in obtaining materials or services, wars, delays due to weather, or other cause beyond the reasonable control of Landlord.

Section 10. In no event shall Landlord be liable for incidental or consequential damages.

Section 11. If Landlord shall at any time be an individual, corporation, joint venture, tenancy in common, firm or partnership (general or limited), or a trust or any other type of entity, it is specifically understood and agreed that there shall be no personal liability of Landlord or any joint venturer, tenant, partner, trustee, shareholder, beneficiary or holder of a beneficial interest thereof under any of the provisions hereof or arising out of the use or occupation of the Demised Premises by Tenant. In the event of a breach or default by Landlord of any of its obligations hereunder, Tenant shall look solely to Landlord's casualty and liability insurance for the satisfaction of Tenant's remedies, and it is expressly understood and agreed that Landlord's liability under the terms, covenants, conditions, warranties and obligations of this Lease shall in no event exceed the insurance proceeds which may be available. It is further understood and agreed that the liability of any party who is a Landlord (whether the original Landlord or any successor Landlord) shall be limited to defaults occurring or arising during the period for which such party shall have been a Landlord, and such party shall not be liable for defaults occurring or arising at any time before such party obtained its interest as Landlord or after such party disposed of its interest as Landlord.

Section 12. Tenant warrants and represents that no brokers have shown or referred Tenant to the within-described Premises, and Tenant will indemnify, defend and save Landlord harmless from all costs and expenses, including but not limited to attorney's fees resulting from any claims for commissions made by any broker who alleges he/she showed or referred Tenant to the Demised Premises.

Section 13. Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer

to lease, or a reservation of, or option for, the Demised Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

Section 14. At the time of the execution of this lease, Tenant shall pay Landlord first month's rent in the amount of \$19,000.00 and a security deposit in the amount of \$19,750.00. Said security deposit shall secure Tenant's performance as herein provided. If Tenant fails to perform any of its obligations under this Lease, Landlord may use, apply or retain all or any portion of the security deposit to perform the obligation or to compensate Landlord for any loss caused by such failure. If Landlord uses, applies, or retains any of the security deposit as permitted in this Section, then Tenant will immediately deliver to Landlord the amount necessary to restore the security deposit to its required amount. At the expiration or earlier termination of this Lease, and provided that Tenant has complied with all of its obligations, after making appropriate deductions, Landlord will return the remainder of the security deposit to Tenant.

Section 15. If Landlord makes any expenditures, including but not limited to architectural, engineering or attorney's fees or incurs any obligations for the payment of money in connection with any proposed assignment or subletting (whether the assignment or subletting is approved or not), or for any other matter for which Landlord's approval or permission is sought, or in the performance of any of Tenant's obligations which Tenant fails to timely perform (whether as self help or otherwise) or for any other matter for which Landlord incurs any cost or expense, in all cases, such sums paid or costs or obligations incurred, including but not limited to attorney's fees, with interest at the Default Interest Rate, shall be paid to Landlord by Tenant as Additional Rent immediately upon demand therefore.

Section 16. All claims or disputes between Tenant and Landlord arising out of or related to this agreement shall be adjudicated by Case Closed of 945 Concord Street, Framingham, MA. There will be one arbitrator, who will be selected by agreement of the parties from a list provided by Case Closed. Failing such agreement, Case Closed will select the arbitrator with the qualifications set forth herein. The arbitrator must either have significant experience with the type of claim or dispute in question or have sufficient related expertise that he/she should be able to fully understand the issues in question. The parties shall split all costs related to Case Closed equally, including initiation and administration fees and the fee of the arbitrator. Each party shall pay its own attorney's fees in connection with the claim or dispute as well as the costs of its own witnesses, experts and other related expenses. The decision of the arbitrator shall be binding on both parties. In the event Case Closed is no longer in existence, the parties shall attempt to agree on another organization providing arbitration services. If they are able to agree, the claim or dispute shall be adjudicated by such other organization. If they are unable to agree, upon written notice from either party, the claim or dispute shall be adjudicated by the American Arbitration Association. In all cases, the claim or dispute shall be adjudicated in accordance with the rules of the organization adjudicating the claim or dispute, except in the cases of a conflict between said rules and this Lease, in which case this Lease shall control.

Section 17. In the event that any party claiming to have supplied labor and/or materials to the Demised Premises at Tenant's (or Tenant's agents') request shall file a mechanic's lien or other claim, Tenant shall promptly take such steps as may be required to have the mechanic's lien released or the claim resolved. Tenant shall indemnify, defend and hold Landlord harmless against any and all payments, costs or expenses, including but

not limited to attorneys' fees, which may be made or incurred by Landlord as a result of any such lien or claim.

ARTICLE XXVI

Exhibits

Exhibits A, B, C and D attached hereto, are incorporated herein by reference.

A - Plan (Demised Premises)

B - Plan (The Building and the Property)

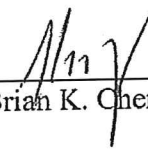
C - Personal Guarantee (Ling Xin Li) *PC. LXL, YL.*

D - Personal Guarantee (Ling Yao Li)

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal on the day and year first above written.

XINGFU REALTY, LLC

JDJ ICHIGO ICHIE INC.


By: Brian K. Cheng, Manager


By: Ling Xin Li, President

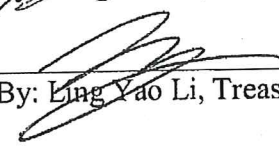
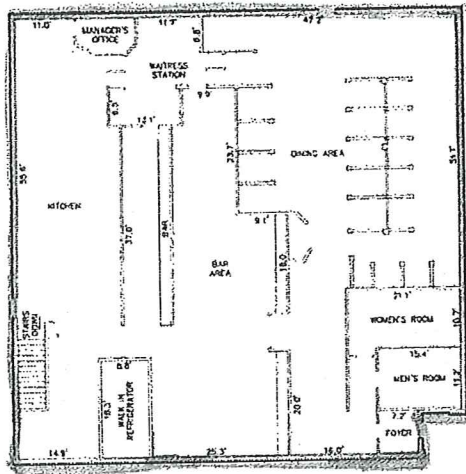
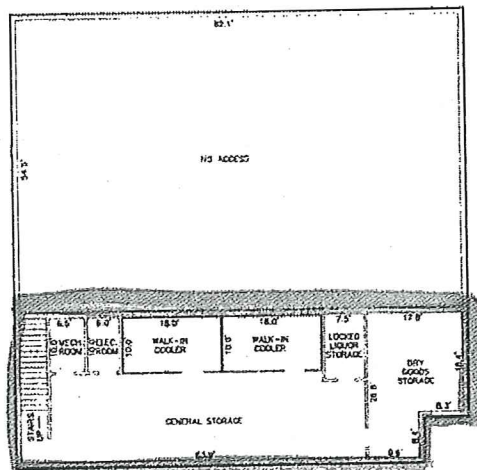

By: Ling Yao Li, Treasurer

EXHIBIT A



Unit 1
FIRST FLOOR AREA 6,977 S.F.A.



Unit 1
BASEMENT AREA = 7,015 S.F.A.

LXL

B.C.



EXHIBIT C

GUARANTY

THIS GUARANTY is made as of this 30th day of September, 2019 by Ling Xin Li of 7 Margaret Circle, Pomfret Center, CT ("Guarantor"), to XINGFU Realty, LLC a Massachusetts Limited Liability Company, having a usual place of business at 837 W. Central Street, Franklin, MA ("XINGFU").

WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, XINGFU has entered into a Lease for the property located at 837 West Central Street in Franklin, Massachusetts known as Unit 1 of the Piccadilly Franklin Condominium having been created pursuant to a Master Deed dated May 16, 2008 and recorded with the Norfolk County Registry of Deeds in Book 25773, Page 29 (the "Lease") with JDJ Ichigo Ichie Inc., a Massachusetts Corporation duly established under the laws of the Commonwealth of Massachusetts, having an address of 837 W. Central Street, Franklin, Massachusetts (hereinafter referred to as "JDJ").

WHEREAS, Guarantor warrants and represents to XINGFU that the undersigned has a substantial financial interest in the success of JDJ.

WHEREAS, XINGFU has advised Guarantor that it would not enter into the aforesaid Lease with JDJ unless, among other matters, all of the obligations of JDJ under the Lease including without limitation the performance of all work and other obligations and the punctual payment of both principal and interest to be paid, are guaranteed by Guarantor, and

WHEREAS, Guarantor is willing and has agreed to guarantee the payments and the performance of all of the obligations, as provided in the Lease;

NOW, THEREFORE, in order to induce XINGFU to enter into the aforesaid Lease and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of all of JDJ's financial obligations according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; and (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions and obligations contained in the Lease, on the part of JDJ to be performed and observed.

2. Guarantor expressly agrees that XINGFU may, in its sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantor hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease; (ii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iii) make advances for the purposes of performing any term, covenant or obligation contained in the Lease; and (iv) deal in all respects with JDJ as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or Guarantor.

LXL
P.C.

3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by XINGFU of any remedies it may have against JDJ or any other party with respect to the Lease. No exercise or non-exercise by XINGFU of any right given to it hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of XINGFU shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against XINGFU. Without limiting the generality of the foregoing, XINGFU shall not be required to make any demand on JDJ and/or any other party, or otherwise pursue or exhaust its remedies against JDJ or any other party, before, simultaneously with or after enforcing its rights and remedies hereunder against Guarantor.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease or under any other agreement executed in connection therewith of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this guaranty or the Lease or any instrument or agreement related thereto; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to JDJ or its successors or assigns, or if JDJ or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to XINGFU. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of XINGFU under the Lease until all amounts owing to XINGFU under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to XINGFU, be made at its address first set forth above, unless some other address is hereafter designated by XINGFU.

8. All rights and remedies afforded to XINGFU by reason of this Guaranty and the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by XINGFU in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by XINGFU unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of XINGFU, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay XINGFU on demand all reasonable attorney's fees and expenses incurred by XINGFU which relate to the enforcement of this Guaranty.

10. This Guaranty shall inure to the benefit of, and be enforceable by, XINGFU and its successors and assigns, and shall be binding upon, and enforceable against, Guarantor and Guarantor's heirs, successors and assigns.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED IN THE PRESENCE OF:


LING XIN LI

LXL
B.C.
LXL

EXHIBIT D

GUARANTY

THIS GUARANTY is made as of this 30 day of September, 2019 by Ling Yao Li of 23 Reed Avenue, North Attleborough, MA ("Guarantor"), to XINGFU Realty, LLC a Massachusetts Limited Liability Company, having a usual place of business at 837 W. Central Street, Franklin, MA ("XINGFU").

WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, XINGFU has entered into a Lease for the property located at 837 West Central Street in Franklin, Massachusetts known as Unit 1 of the Piccadilly Franklin Condominium having been created pursuant to a Master Deed dated May 16, 2008 and recorded with the Norfolk County Registry of Deeds in Book 25773, Page 29 (the "Lease") with JDJ Ichigo Ichie Inc., a Massachusetts Corporation duly established under the laws of the Commonwealth of Massachusetts, having an address of 837 W. Central Street, Franklin, Massachusetts (hereinafter referred to as "JDJ").

WHEREAS, Guarantor warrants and represents to XINGFU that the undersigned has a substantial financial interest in the success of JDJ.

WHEREAS, XINGFU has advised Guarantor that it would not enter into the aforesaid Lease with JDJ unless, among other matters, all of the obligations of JDJ under the Lease including without limitation the performance of all work and other obligations and the punctual payment of both principal and interest to be paid, are guaranteed by Guarantor, and

WHEREAS, Guarantor is willing and has agreed to guarantee the payments and the performance of all of the obligations, as provided in the Lease;

NOW, THEREFORE, in order to induce XINGFU to enter into the aforesaid Lease and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of all of JDJ's financial obligations according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; and (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions and obligations contained in the Lease, on the part of JDJ to be performed and observed.

2. Guarantor expressly agrees that XINGFU may, in its sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantor hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease; (ii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iii) make advances for the purposes of performing any term, covenant or obligation contained in the Lease; and (iv) deal in all respects with JDJ as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or Guarantor.

LXL
B.C.

3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by XINGFU of any remedies it may have against JDJ or any other party with respect to the Lease. No exercise or non-exercise by XINGFU of any right given to it hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of XINGFU shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against XINGFU. Without limiting the generality of the foregoing, XINGFU shall not be required to make any demand on JDJ and/or any other party, or otherwise pursue or exhaust its remedies against JDJ or any other party, before, simultaneously with or after enforcing its rights and remedies hereunder against Guarantor.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease or under any other agreement executed in connection therewith of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this guaranty or the Lease or any instrument or agreement related thereto; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to JDJ or its successors or assigns, or if JDJ or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to XINGFU. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of XINGFU under the Lease until all amounts owing to XINGFU under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to XINGFU, be made at its address first set forth above, unless some other address is hereafter designated by XINGFU.

8. All rights and remedies afforded to XINGFU by reason of this Guaranty and the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by XINGFU in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by XINGFU unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of XINGFU, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay XINGFU on demand all reasonable attorney's fees and expenses incurred by XINGFU which relate to the enforcement of this Guaranty.


10. This Guaranty shall inure to the benefit of, and be enforceable by, XINGFU and its successors and assigns, and shall be binding upon, and enforceable against, Guarantor and Guarantor's heirs, successors and assigns.

LXL
B.C.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED IN THE PRESENCE OF:



LING YAO LI

LXL
B.C.
LXL



Soup & Salad

Miso Soup Tofu, Seaweed, Scallion with Bean Paste	\$4
Mushroom Soup Mushroom, Scallion, Fried Onion in Chicken Broth	\$4
Vegetable Clear Soup Mixed Vegetables	\$5
Lemongrass Chicken or Shrimp Soup Hot & Sour Soup with Mixed Vegetables	\$7
Seaweed Salad Seaweed Seasoned to perfection with Sesame Seeds & Red Pepper	\$6
House Salad Mixed Green with Lettuce, Bell Pepper, Cucumber, Red Onion with Ginger Dressing	\$7.50
Kani Cucumber Salad Crab Meat & Cucumber mixed in Chef's Special Chili Sauce	\$8
Katsu Chicken Salad Breaded Fried Chicken, Mixed Green, Honey Pecan Mandarin Orange with Ginger Dressing	\$8
Seafood Ceviche (Cook) Kani, Shrimp, Octopus & Cucumber Served with Ponzu Dressing	\$11
Ichigo Chop Salad Cube Avocado, Tomato, Cucumber & Chik Peas Served with Honey Lime Dressing	\$8

Hot Appetizer

Edamame Soy Bean with Sea Salt	\$6
Assorted Tempura Deep Fried Vegetable with Shrimp	\$9
Ichigo Wonton Chopped Shrimp with Spinach, Cream Cheese Wrap with Wonton Skin Deep Fried	\$7
Shrimp or Pork Gyoza Pan Fried Dumpling	\$7
Soft Shell Crab Deep Fried	\$12
Goat Cheese Served Crispy, Plum Sauce, Garlic Toast	\$10
Crispy Roasted Duck Boneless Roasted Duck with Lime Holsin Reduction	\$11
Crispy Calamari Crispy Batter-Fried Calamari served with Champagne Mango Sauce	\$11
Spicy Tuna Gyoza Fried Dumpling served with Crispy Sweet Chili Emulsion, Lime Spiked Guacamole	\$13
Rock Shrimp or Scallop Deep Fried & seared with Thai Chili Sauce	\$14
Crab Cake Lump Crab Meat, Mustard, Shallot, Sweet Chili Aioli	\$12
Beef Negimaki Sliced Beef Wrap with Scallions	\$9
Rock Chicken Deep Fried & seared with Thai Chili Sauce	\$9
Shumai Steamed Shrimp Dumpling	\$6

Before Placing Your order, Please Inform Your Server If a Person In Your Party Has a Food Allergy



Cold Appetizer

Spicy Rainbow (5 pcs)	\$14
Spicy Tuna Wrap with Tuna, Salmon, Yellowtail, White Fish, White Tuna and crunch topped with mango Thai herb sauce	
Pepper Tuna Tataki	\$14
Sliced Black Pepper Tuna served with mango salsa sweet wasabi sauce	
Blue Hawaii	\$12
Lobster salad, crunch, mango, jalapeno, avacado, and cucumber wrap with soy paper, served with honey wasabi coconut & spicy mayo	
Lady in White	\$12
Tuna, Salmon and White Tuna wrapped with white radish served with miso sauce	
Amazing Tuna	\$12
Spicy Crab meat, Avocado wrapped with thinly sliced tuna served with wasabi yuzu sauce mango sauce, eel sauce and mix green	
Mango Tree	\$12
Cooked lobster, mango, pineapple, cucumber with rice crunch served with mango and Thai sauce	
Spicy Tuna Tower	\$12
Spicy tuna with tortilla served with spicy yuzu sauce and spicy mayo	
Yellowtail Jalapeño	\$12
Sliced Yellowtail with Jalapeño salsa, Yuzu tokiko served with wasabi yuzu sauce and jalapeno dressing	

Sushi & Sashimi

Sushi 1 pc per order
Sashimi 2 pcs per order

Black Pepper Tuna	\$3 sushi \$4 sashimi
Inari (Bean Curd Skin)	\$2 sushi \$3 sashimi
Kani (Crab Stick)	\$2.50 sushi \$4 sashimi
Mackerel (Saba)	\$2.50 sushi \$4 sashimi
Octopus (Tako)	\$2.50 sushi \$4 sashimi
Red Snapper (Tai)	\$2.50 sushi \$4 sashimi
Salmon (Sake)	\$2.50 sushi \$4 sashimi
Salmon Roe (Ikura)	\$2.50 sushi \$5 sashimi
Scallop (Hotategai)	\$3 sushi \$5 sashimi
Sea Bass (Suzuki)	\$2.50 sushi \$4 sashimi
Sea Urchin (Uni)	Season Price
Shrimp (Ebi)	\$2 sushi \$4 sashimi
Smelt Fish Roe (Masago)	\$2 sushi \$4 sashimi
Smoked Salmon	\$2.50 sushi \$4 sashimi
Mackerel	\$2.50 sushi \$4 sashimi
Squid (Ika)	\$2.50 sushi \$4 sashimi
Sweet Shrimp	Season Price
Tuna (Maguro)	\$3 sushi \$5 sashimi
Eel (Unagi)	\$3 sushi \$5 sashimi
Egg (Tamago)	\$2 sushi \$3 sashimi
Fatty Tuna (Toro)	Season Price
Yellow Tail (Hamachi)	\$3 sushi \$5 sashimi

Consuming raw or undercooked meat may increase the risk of food borne illnesses.



Traditional Roll & Hand Roll		White Tuna Roll	\$5
Asparagus Roll*	\$4.50	Yellow Tail Roll	\$6
Steamed Asparagus with Sesame Seed		Fresh Yellowtail with Scallion & Sesame Seed	
Boston Roll*	\$5	Cucumber Roll*	\$4
Boston Lettuce with Shrimp & Cucumber & Mayo		Fresh Cucumber with Sesame Seed	
California Roll*	\$5	Dragon Roll*	\$11
Crab Meat, Cucumber & Avocado		Eel & Cucumber topped with Avocado	
Lobster Tempura Roll*	\$10	Futo Maki*	\$5
Deep Fried Lobster with Avocado, Cucumber & Caviar Outside		Egg, Crab Stick, Cucumber & Vegetables	
Philadelphia Roll*	\$6	Garden Roll*	\$5
Smoked Salmon, Scallion & Cream Cheese		Mixed Vegetable	
Salmon Skin Roll*	\$5	Sushi Bar Entrée	
Broiled Salmon Skin with Cucumber & Scallion		Served with Soup or Salad	
Shrimp Tempura Roll*	\$7	Salmon Lover	\$21
Deep Fried Shrimp with Avocado, Cucumber & Caviar Outside		3pcs of Salmon Sushi, 6pcs of Salmon Sashimi with Salmon Roll	
Spicy California Roll*	\$6	Sushi Deluxe	\$21
Spicy Crab Stick & Avocado with Roe		10 Pcs assorted Sushi with Spicy Tuna Roll or California Roll	
Spicy Tuna Volcano	\$9	Trio Sushi	\$21
Deep Fried Tuna & Avocado with chopped Red Onion in Jalapeño Sauce		3 Pcs of Yellowtail, 3 Pcs of Tuna & 3 Pcs of Salmon	
Spider Roll*	\$10	Tuna Lover	\$22
Soft Shell Crab Tempura Fried with Vegetables & Caviar outside		3pcs Tuna Sushi, 6pcs Tuna Sashimi with Tuna Roll	
Salmon or Tuna Roll	\$4.50	Sashimi Deluxe	\$25
Fresh Salmon or Tuna with Sesame Seed		18 Pcs of Assorted Chef Choice Fish	
Spicy Salmon or Tuna Roll	\$7	Trio Sashimi	\$26
Fresh Chopped Salmon or Tuna with Spicy Sauce & Roe		5 Pcs of Salmon, 5 Pcs Yellowtail & 5 Pcs Tuna Fish	
Spicy Yellowtail Roll	\$8	Sushi & Sashimi Supreme	\$26
Sweet Potato Roll*	\$4	5 Pcs of Raw Fish over Rice & 10 Pcs of Sashimi Raw Fish with Spicy Tuna or 1/2 Dragon Roll	
Sweet Potato Tempura Fried with Sesame Seed			
Tuna Avocado or Salmon Avocado Roll	\$6		

* Cooked Roll



Sushi For 2
10 Pcs of Sushi with Unagu Roll,
& Patriot Roll

\$45

Sashimi For 2
35 Pcs of Assorted Raw Fish

\$55

Sushi & Sashimi For 2
10 Pcs of Sushi, 15 Pcs of Sashimi
with Volcano & Outstanding Roll

\$55

Sushi For 3
15 Pcs of Sushi, Red Sox Roll,
Green Monster & Sweetheart Roll

\$60

Tempura Entrée

Batter Fried, served with Soup or Salad

Sweet Potato or Avocado Tempura \$13

Vegetable Tempura \$13

Chicken Tempura \$15

Seafood Tempura \$21
Shrimp, Scallop, Whitefish & Lobster
with mixed Vegetable

Shrimp or Scallop Tempura \$19

Teriyaki Entrée

Served with Steam Rice, Soup or Salad

Chicken \$14

Beef, Shrimp or Salmon \$18

Seafood \$23

Kitchen Entrée

Served with Soup or Salad

Organic Chicken \$18
Panko Fried with orange Lemon Sauce

North Atlantic Salmon \$23
Served with tomato Jalapeño Sauce

Basil Filet Mignon \$26
Sautéed Pepper, Red Onion with Basil Soy Sauce

XO Seafood \$29
Shrimp, Scallop with Seasoned Vegetable Sautéed
with House XO Sauce

Surf & Turf \$29
Grilled Filet Mignon, Lobster tail, Fried Potato Cake,
Seasoned Vegetable, Mushroom Truffle Glaze

Ichigo Ichie Noodle (Udon or Soba)

Veggie \$11
Stir Fried Noodle with mixed Vegetable

Chicken \$13
Stir Fried Noodle with Chicken & Vegetable

Beef or Shrimp \$15
Stir Fried Noodle with Beef & Vegetable

Seafood \$17
Stir-Fried Noodle with mixed Shrimp, Scallop,
Fish Cake & mixed Vegetable

Lemon Grass Shrimp \$28
Sautéed Shrimp, Seasoned Vegetable
with Lemon Grass Sauce

Consuming raw or undercooked meat may increase the risk of food borne illnesses.



Fusion Special Roll

Magical Roll

Tuna, Salmon, Yellowtail,
topped with Assorted
Caviar & Avocado

\$14

Angry Dragon

Shrimp Tempura, Spicy Tuna
topped with Spicy Crabmeat,
Sweet Miso Sauce

\$12

Volcano Roll

Deep Fried Kani, White Tuna, Avocado,
Caviar, Scallion, Deep Fried
Served with Spicy Mayo, Chili
Sauce & Red Onion

\$12

Unagu Roll

Deep Fried Shrimp Tempura
with Avocado topped with
Spicy Salmon & Eel

\$14

Outstanding Roll

Spicy Tuna & Tempura
Crunch inside topped
with Eel, Avocado
& Masago

\$14

Green Monster Roll

Lobster Tempura, Asparagus,
Avocado topped with
Seaweed Salad, Mango
& Thai Sauce

\$16

Snow White

Lobster Salad, Cucumber &
Lettuce Wrap with Soy Paper
topped with Shrimp,
Mango & Caviar

\$14

Fusion Special Roll

Sweetheart Roll

Spicy Salmon, Spicy Tuna and
Avocado with Soy Paper
Wrap and Crunch

\$14

Red Sox Roll

Light Fried Soft Shell Crab
& Cucumber topped with
Tuna, Eel, Avocado

\$14

Yellowtail Franklin

Shrimp Tempura,
Crabmeat & Cucumber
Inside. Yellowtail, Avocado,
Scallion & Tobiko outside.

\$16

Fantastic Roll

Shrimp Tempura,
Asparagus Inside
topped with Avocado
Spicy Tuna

\$12

Patriot Roll

Tuna, Salmon, Yellowtail
with Mayo Wrap White
Konbu

\$14

Crazy Tuna

Spicy Tuna topped
with Black Pepper
Tuna & Avocado

\$13

Fire Cracker

Black Pepper Tuna, Crab Salad
topped with Spicy Crunch Tuna
& Avocado Served with
Chef's Special Onion Sauce

\$14



Hibachi Entrée

Served with Soup, Salad, 2pcs Shrimp,
Fried or Steam Rice & Vegetable

Children Hibachi

For Children 10 or Under. Served with Soup,
Salad, Fried or Steam Rice & Vegetable
(Add Japanese soda for \$3)

Single Item

Veggie	\$14
Chicken	\$17
Steak	\$22
Salmon	\$21
Scallop	\$24
Shrimp	\$22
Swordfish	\$22

Kids Vegetable	\$9
Kids Chicken	\$10
Kids Shrimp	\$15
Kids Steak	\$15
Kids Salmon	\$16
Kids Filet Mignon	\$17

Connoisseur Delight

Filet Mignon	\$26
Filet Mignon & Chicken	\$27
Filet Mignon & Shrimp	\$28
Filet Mignon & Scallop	\$31
Filet Mignon & Lobster	\$33
Lobster	\$34
Chicken & Lobster	\$29
Steak & Lobster	\$30
Ocean's Treasure	\$38
A Combination of Lobster Tail, Shrimp & Scallop	
Sea & Land For 2	\$65
Fresh Shrimp, Scallop, Chicken & Steak	

Combo Entrée

Chicken & Salmon	\$23
Shrimp & Chicken	\$23
Chicken & Scallop	\$25
Steak & Chicken	\$24
Shrimp & Scallop	\$26
Steak & Shrimp	\$25
Steak & Salmon	\$25
Shrimp & Salmon	\$25
Steak & Scallop	\$28

Side Order

Accommodated with Complete Hibachi Dinner Only

Fried Rice	\$4
Noodle	\$5
Vegetable	\$6
Chicken	\$8
Shrimp	\$9
Salmon	\$10
Steak	\$11
Lobster Tail	\$15
Filet Mignon	\$14

18% Gratuity will be added for parties of 6 or more



Mon-Fri 11-2:30pm • Excluded Holiday

Lunch Special

Sushi Bar Lunch

Served with Soup or Salad

Choice of Two Rolls \$10

Choice of Three Rolls \$14

California, Tuna, Salmon, Boston,
Spicy Tuna, Jalapeño Yellowtail, Spicy,
Salmon, Spicy California, Sweet Potato,
Avocado, Cucumber, Alaska, Vegetable,
or Shrimp Tempura (Add \$1.00)

Ichigo Sushi \$15
3pcs of Tuna, Salmon & 1 Spicy Tuna Roll

Sashimi \$13
9pcs of Assorted Raw Fish

Sushi & Sashimi \$15
3pcs of Sushi & 9pcs of Sashimi

Bento Box Lunch

Served with Miso Soup, 4pcs California Roll, 3pcs Fried
Shrimp Shumai, & White Rice
(Substitute salad Add \$1)

Sashimi \$13
5pcs of Assorted Raw Fish

Shrimp Tempura & Beef Teriyaki \$14

Shrimp Tempura & Chicken Teriyaki \$13

Vegetable Tempura & Salmon Teriyaki \$13

Teriyaki Lunch

Served with Soup or Salad & Steam Rice
(Add \$3 for Fried Rice)

Chicken Teriyaki \$9.50

Beef Negimaki \$10.50

Shrimp Teriyaki or Beef Teriyaki \$10.50

Lunch Entrée

Served with Soup or Salad

Tonkatsu \$10

Tender Pork or Chicken Cutlet Panko Breaded
Fried to perfection

Chicken Yaki Udon \$10
Sautéed mixed Vegetables, Chicken & Udon

Yaki Meshi Fried Rice with Vegetable \$9
Mixed Vegetable Stir Fried with Curry Powder

Shrimp or Beef Yaki Udon \$10

Seafood Yaki Udon \$11

Unaju Don \$13
Broiled Eel over Rice

Hibachi Lunch

Served with Soup, Salad, Vegetable & Steam Rice
(Add \$3 for Fried Rice)

Chicken \$10

Steak \$12

Shrimp \$12

Salmon \$12

Filet Mignon \$17

Chicken & Shrimp \$13

Steak & Shrimp \$14

Steak & Chicken \$14

Shrimp & Scallop \$14

Please add \$5 for split plate charge