



## Select Board Meeting – Agenda Amended 01/25/2026

Monday, January 26, 2026 at 6:30 PM

Virtual Meeting Broadcast on Comcast Channel 22 and Verizon Channel 45

### I. Call to Order – 6:30 P.M.

### II. Opening Ceremonies

A. Moment of Silence/Pledge of Allegiance

### III. Town Manager Report

### IV. Communications/Announcements/Liaison Reports

### V. Public Comment

### VI. Public Hearings

A. National Grid - Dascomb Road

Board to review and consider voting to approve an application from National Grid requesting permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked - Dascomb Road - Andover, Massachusetts.

B. Alcoholic Beverages License - Nak Rich Infinity LLC

Board to review and consider voting to approve the application of Nak Rich Infinity LLC, DBA Khao San Restaurant, for an On-Premises Wine and Malt Beverages Pouring License at 36 Park Street, Andover, MA, with Chonticha Surarat of 25 Fellsvie Terrace, Melrose, MA as the proposed designated manager.

### VII. Regular Business

A. Alcoholic Beverages License - Event on Town Owned Property

Board to discuss and consider voting to approve an application from Oak & Iron Brewing Co., located at 18 Red Spring Road, Andover, for a Wine and Malt One-Day Liquor License for use on Town property for “Winterfest” at Poms Pond on February 1, 2026.

### VIII. Consent Agenda

A. Appointments by the Town Manager

Board to vote that the following appointments by the Town Manager be approved.

Board/Commission	Name	Position	Start Date	Term Expires
Cultural Council	Felipe Machado	Member	01/27/2026	06/30/2028
Cultural Council	Tianisha Torres	Member	01/27/2026	06/30/2028
Open Space Task Force	Robert Dalton	Member	01/27/2026	06/30/2028

**IX. Approval of Minutes**

A. Board to approve minutes from the following meetings:

1. December 3, 2025 Tri-Board

**X. Select Board Meetings**

A. Board to approve the following meeting dates:

1. April 6, 2026
2. April 28, 2026 – Before Annual Town Meeting
3. May 4, 2026
4. May 18, 2026
5. June 1, 2026
6. June 15, 2026
7. June 29, 2026

**XI. Adjourn**

*Pursuant to S.2475 "An Act Relative to Extending Certain COVID-19 Measures Adopted During the State of Emergency," which was enacted into law on June 16, 2021, and which was extended by legislation enacted on March 20, 2025, this meeting of the Planning Board will be conducted via remote participation to the greatest extent possible.*

*Members of the public who wish to watch the meeting may do so in the following manner: Andover TV Comcast Channel 22 and Verizon Channel 45 or stream online at [www.andovertv.org](http://www.andovertv.org). If you have specific questions or comments that you would like to have addressed, you may email them in advance of or during the meeting to [manager@andoverma.us](mailto:manager@andoverma.us). If you would like to provide live public comment, please access the Zoom link on the [Select Board page](#) of our website.*

*Every effort will be made to ensure that the public can adequately access the proceeding in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the Town's website an audio or video recording, transcript, or other comprehensive record of the proceedings as soon as possible after the meeting.*



# TOWN OF ANDOVER

Town Clerk's Office  
36 Bartlet Street  
Andover, MA 01810  
978-623-8230  
[www.andoverma.gov](http://www.andoverma.gov)

## NOTICE

You are hereby notified that a Public Hearing will be held by the Andover Select Board on January 26<sup>th</sup>, 2026 in the Select Board Conference Room, 3<sup>rd</sup> Floor, Town Offices, 36 Bartlet Street, at 6:30PM.

This hearing is being held on the petition of National Grid and Verizon requesting permission to locate, erect and maintain poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the public way hereinafter named in accordance with the plan filed herewith marked – “Dascomb Road – Andover, Massachusetts”:

**#31228264 – Dascomb Road** – National Grid to install 2 JO poles on Dascomb Road beginning at a point approximately 107 feet West of the centerline of the intersection of Frontage Road. National Grid will install 55ft class H1 and 55ft class 2 mid-span pole between P6588 and P6589, Dascomb Road, Andover, MA. Poles will be located on town property intersected by Frontage Road and Cardinal Lane. Poles will be labeled P6588-25 and P6588-50.

If you would like to obtain a copy of the plan(s) of the proposed work related to this utility petition, please email the Town Clerk's office at [townclerk@andoverma.gov](mailto:townclerk@andoverma.gov).

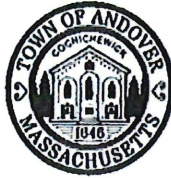
Representatives from the utility company will present their petition during the meeting and will also be available at 6:15 P.M. on the above date to answer questions you may have relating to the proposed work.

By order of the  
Select Board

Austin Simko  
Deputy Town Manager/Town Clerk

Plan No.: 31228264  
Date: January 15, 2026

TOWN OF ANDOVER, MASSACHUSETTS



RECEIVED  
TOWN CLERK'S OFFICE  
2025 DEC 23 PM 12:50  
TOWN OF ANDOVER, MA

PRIVATE UTILITY PETITION CHECKLIST

TO BE FILLED OUT BY PETITIONER

COMPANY: NATIONAL GRID # 31228264

PROJECT MANAGER NAME: Nikolaos Konstantinou

PROJECT MANAGER CONTACT NUMBER: 508-667-7452

LIST OF ADDRESSES IMPACTED BY PROPOSED WORK:  
None

\*PETITIONER IS REQUIRED TO ATTACH PICTURES SHOWING AREA OF PROPOSAL\*

PICTURES HAVE BEEN ATTACHED YES

TO BE FILLED OUT BY TOWN OF ANDOVER STAFF

**DPW**

SUPPORT PROJECT (YES / NO) SIGNATURE: *[Signature]*

COMMENTS: TITLE: Deputy Director of DPW - Capital Projects

**POLICE DEPARTMENT**

SUPPORT PROJECT (YES / NO) SIGNATURE: \_\_\_\_\_

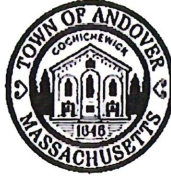
COMMENTS: TITLE: \_\_\_\_\_

**FIRE DEPARTMENT**

SUPPORT PROJECT (YES / NO) SIGNATURE: \_\_\_\_\_

COMMENTS: TITLE: \_\_\_\_\_

TOWN OF ANDOVER, MASSACHUSETTS



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None

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PICTURES HAVE BEEN ATTACHED YES

TO BE FILLED OUT BY TOWN OF ANDOVER STAFF

**DPW**

SUPPORT PROJECT ( YES / NO ) SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMMENTS:

**POLICE DEPARTMENT**

SUPPORT PROJECT ( YES / NO ) SIGNATURE: *[Signature]*

TITLE: *Chief of Police*

COMMENTS:

**FIRE DEPARTMENT**

SUPPORT PROJECT ( YES / NO ) SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMMENTS:

TOWN OF ANDOVER, MASSACHUSETTS



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TOWN OF ANDOVER, MA

PRIVATE UTILITY PETITION CHECKLIST

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LIST OF ADDRESSES IMPACTED BY PROPOSED WORK:  
None

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PICTURES HAVE BEEN ATTACHED YES

TO BE FILLED OUT BY TOWN OF ANDOVER STAFF

**DPW**

SUPPORT PROJECT ( YES / NO ) SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMMENTS:

**POLICE DEPARTMENT**

SUPPORT PROJECT ( YES / NO ) SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMMENTS:

**FIRE DEPARTMENT**

SUPPORT PROJECT (YES / NO) SIGNATURE: *[Signature]*

TITLE: chief

COMMENTS:



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TOWN OF ANDOVER, MA

October 21, 2025

To the Board of Selectmen of Andover, Massachusetts

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

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

**Nikolaos Konstantinou (508) 667-7452** or [Nikolaos.konstantinou@nationalgrid.com](mailto:Nikolaos.konstantinou@nationalgrid.com)

Please notify National Grid's Jenn Iannalfo of the **hearing date / time** to [Jennifer.Iannalfo@nationalgrid.com](mailto:Jennifer.Iannalfo@nationalgrid.com)

If this petition meets with your approval, please return an executed copy to each of the above-named Companies.

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

Very truly yours,

*Dave Johnson*

Dave Johnson  
Supervisor, Distribution Design

Enclosures

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Questions contact Central Design - Nikolaos Konstantinou (508) 667-7452 or  
Nikolaos.konstantinou@nationalgrid.com

2005 DEC 23 PM 12:50  
TOWN OF ANDOVER, MA

**PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS**

North Andover, Massachusetts

To the Board of Selectmen  
of Andover, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Dascomb Road - National Grid to install 2 JO poles on Dascomb Road beginning at a point approximately 107 feet West of the centerline of the intersection of Frontage Road. National Grid will install 55ft class H1 and 55ft class 2 mid-span pole between P6588 and P6589, Dascomb Road, Andover, MA. Poles will be located on town property intersected by Frontage Street and Cardinal Lane. Poles will be labeled P6588-25 and P6588-50.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked - Dascomb Road - Andover, Massachusetts.

No.# 31228264

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

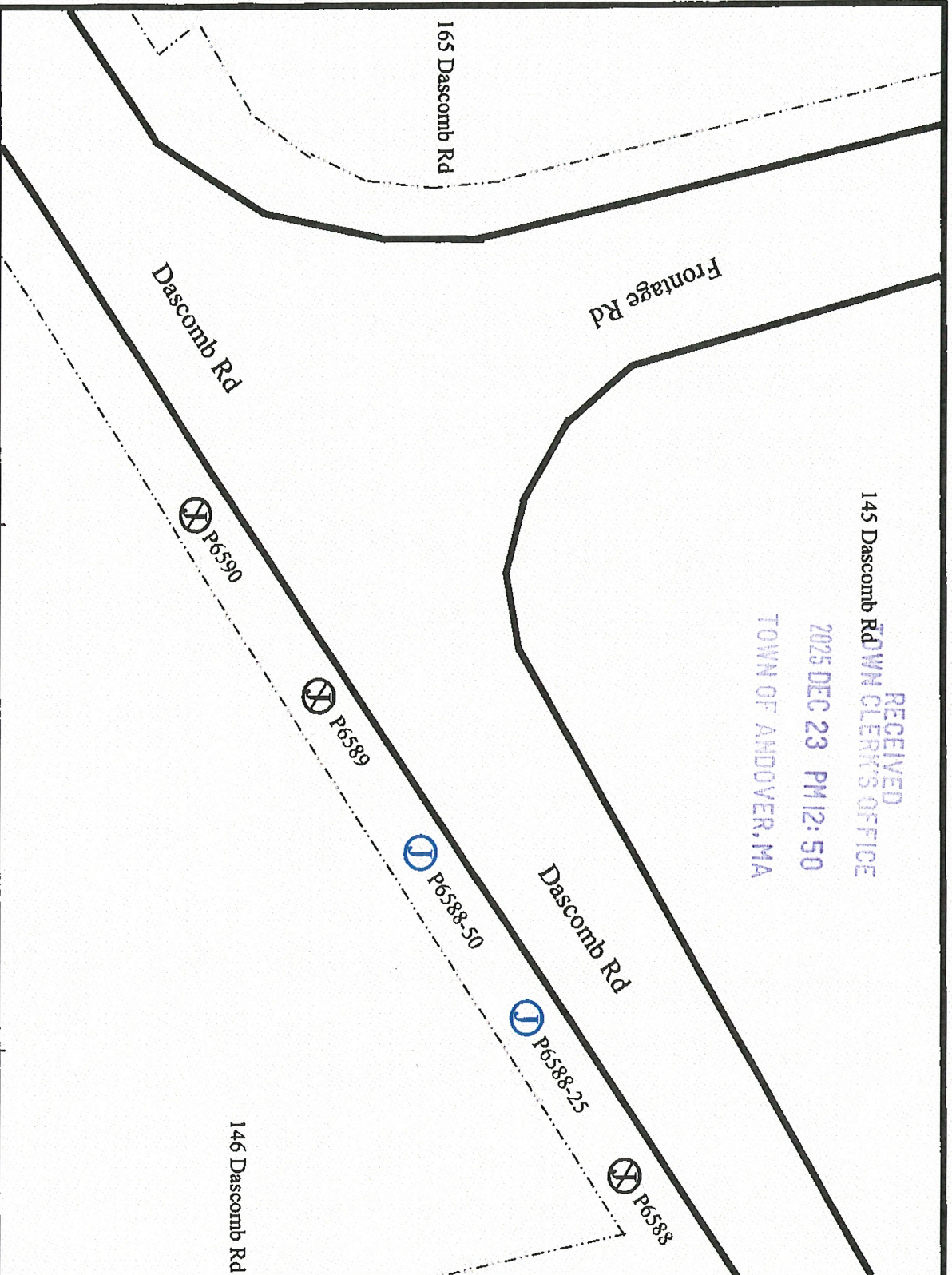
Massachusetts Electric Company d/b/a  
NATIONAL GRID *Dave Johnson*

BY \_\_\_\_\_  
Engineering Department

VERIZON NEW ENGLAND, INC.

BY *LB* \_\_\_\_\_  
Manager / Right of Way

RECEIVED  
 145 Dascomb Rd  
 TOWN OF ANDOVER, MA  
 2025 DEC 23 PM 12:50



**Legend:**

- Existing Pole (JO/SO) -
- New Pole (JO/SO) -
- New Anchor and Down Guy -
- Conductor -
- Property Line -
- Existing Guy Wire -
- New Guy Wire -
- Fence/Stone Wall -
- Railroad Tracks -

**Petition #:**

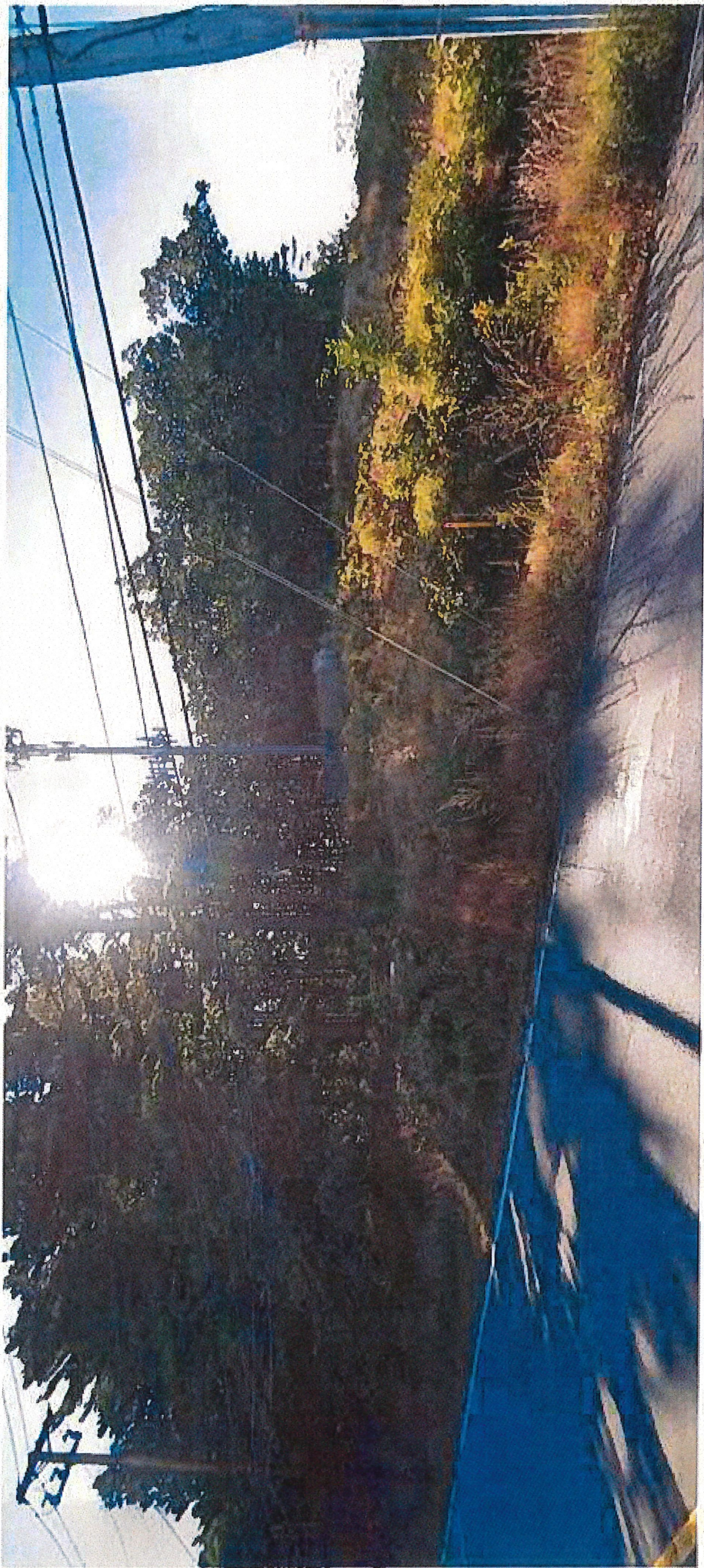
**Petition Sketch**

**nationalgrid**

**Designer:** Nikolaos Konstantinou  
**Date:** 10/15/2025  
**Work Order #:** 31228264

**CONSTRUCTION DETAILS:**  
 Install 5ft Class H1 and 5ft Class 2 mid-span poles between P6588 and P6589 Dascomb Rd, Andover. Poles will be located on town property intersected by Frontage St and Cardinal Ln. Poles to be labeled 6588-25 and 6588-50.

**Exhibit A-Not to Scale**  
 The Exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof



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OF ANDOVER, MA

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TOWN OF ANDOVER



PUBLIC HEARING

Notice is hereby given under Chapter 138 of the General Laws, as amended, that Nak Rich Infinity LLC, DBA Khao San Restaurant, at 36 Park Street, Andover, MA has applied for a New On-Premise Wine and Malt Alcoholic Beverages Pouring License. Chonticha Surarat of 25 Fellsvieview Terrace, Melrose, MA is the proposed designated manager.

The proposed 1 floor premises total 2,000 square feet, comprising the following:

- (641.50 sq. ft.): Dining Room with 8 tables and seating for 30 patrons.
- (1,238.50 sq. ft.): Equipped kitchen with walk-in cooler and office.
- (60 sq. ft.): Men's Room
- (60 sq. ft.): Women's Room
- 1 entrance and 2 exits

The public hearing will be held on Monday, January 26, 2026, at the Town Offices, 3<sup>rd</sup> Floor Select Board Conference Room, 36 Bartlet Street Andover, MA at 6:30 p.m. in accordance with the General Laws relating thereto.

By Order of the  
Select Board

Austin Simko  
Town Clerk

Date of Issue: January 13, 2025



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2025 OCT -8 AM 10:09  
TOWN OF ANDOVER, MA

**TOWN OF ANDOVER  
TOWN CLERK'S OFFICE**

36 Bartlet Street  
Andover, MA 01810  
978-623-8230  
www.andoverma.gov

**ALCOHOLIC BEVERAGES LICENSE APPLICATION**

<b>BUSINESS/ENTITY NAME:</b>	NAK RICH INFINITY LLC
<b>DBA:</b>	KHAO SAN RESTAURANT
<b>PREMISE ADDRESS:</b>	36 PARK STREET
	ANDOVER, MA 01810
<b>MANAGER/CONTACT NAME:</b>	CHONTICHA SURARAT
<b>EMAIL:</b>	KHAOSAN36@GMAIL.COM
<b>PHONE:</b>	978-604-8149
<b>BUSINESS MAILING ADDRESS: (if different from premise)</b>	
<b>FID/SS#:</b>	

Please select the license transaction for which you are applying below.

Each transaction has an application fee of \$125.00 made payable to TOWN OF ANDOVER.

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

I certify under the penalties of perjury, that the above information is true, and that named applicant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This license application requires Select Board approval upon prior approval from the Police Department, Fire Department, Health Department, Building Department and Town Treasurer.



**TOWN OF ANDOVER**

**TOWN CLERK'S OFFICE**

36 Bartlet Street  
Andover, MA 01810  
978-623-8230  
www.andoverma.gov

**TAX FORM**

**APPLICANT NAME:** NAK RICH INFINITY LLC

I certify under penalties of perjury that the above named applicant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**Signature of Individual or Corporate Name:**  
(Required for all applicants)

NAK RICH INFINITY LLC

**Name of Corporate Officer:**  
(Required if applicant is a corporation)

CONTICHA SURARAT

**Social Security #:**  
(Required if applicant is an individual)

**Federal Identification Number (FID #):**  
(Required if applicant is a corporation or non-profit):

39-3324451

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

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



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

Workers' Compensation Insurance Affidavit: General Businesses.  
 TO BE FILED WITH THE PERMITTING AUTHORITY.

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: NAK RICH INFINITY LLC

Address: 36 PARK STREET

City/State/Zip: ANDOVER, MA 01810 Phone #: 978-604-8149

<p><b>Are you an employer? Check the appropriate box:</b></p> <p>1. <input checked="" type="checkbox"/> I am an employer with <u>5</u> employees (full and/or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p><b>Business Type (required):</b></p> <p>5. <input type="checkbox"/> Retail</p> <p>6. <input checked="" type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input type="checkbox"/> Other _____</p>
---	---

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

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

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

Insurance Company Name: HARTFORD INSURANCE CO. OF THE MIDWEST

Insurer's Address: ONE HARTFOR PLAZA

City/State/Zip: HARTFORD, CT 06155-0001

Policy # or Self-ins. Lic. [REDACTED] Expiration Date: 10/01/2026

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

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

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

Signature: [Handwritten Signature]

Date: 10/08/25

Phone #: \_\_\_\_\_

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

City or Town: Andover Permit/License # \_\_\_\_\_

Issuing Authority (circle one):  
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office  
 6. Other \_\_\_\_\_

Contact Person: Austin Simko, Town Clerk Phone #: 978-623-8230







**TOWN OF ANDOVER**  
**TOWN CLERK'S OFFICE**  
36 Bartlet Street  
Andover, MA 01810  
978-623-8230  
www.andoverma.gov

SUBJECT INFORMATION:	
Last Name:	SURIYAWONG
First Name:	ANNOP
Middle Name:	
Suffix:	
Maiden Name (or other name(s) by which you have been known):	
Date of Birth:	
Place of Birth:	
Last Six Digits of Your Social Security # (REQUIRED):	
Sex:	
Height:	
Eye Color:	
Race:	
Drive License or ID #:	
State of Issue:	
Mother's Full/Maiden Name:	
Father's Full Name:	
Current Address:	
Former Address:	

Office Use Only

The above information was verified by reviewing the following form(s) of government issued identification:

Driver's License     Certified Birth Certificate     US Passport     Other \_\_\_\_\_

VERIFIED BY:

Jamie Doherty  
Name of Verifying Employee (Please Print)

[Signature]  
Signature of Verifying Employee



**TOWN OF ANDOVER  
TOWN CLERK'S OFFICE**

36 Bartlet Street  
Andover, MA 01810  
978-623-8230 | www.andoverma.us

**CRIMINAL RECORD INFORMATION FORM**

*This form must be completed by all Managers, Directors, Stockholders, and Officers.*

<b>BUSINESS/ENTITY NAME:</b>	NAK RICH INFINITY LLC
<b>APPLICANT NAME:</b>	ANNOP SURIYAWONG
<b>APPLICANT ADDRESS:</b>	[REDACTED]
<b>OCCUPATION:</b>	[REDACTED]
<b>BIRTHPLACE:</b>	[REDACTED]
<b>DATE OF BIRTH:</b>	[REDACTED]

If you have any record of misdemeanors including: drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace, and such offences were disposed of ten or more years prior to the filing of this application, you may be considered to have NO RECORD for the purpose of furnishing this department information as to your criminal record.

I, ANNOP SURIYAWONG, applicant for a WINE AND MALT BEVERAGES license

(name)

(license type)

In the Town of Andover, hereby state that I have not been convicted for violation of a state or federal narcotic law.

I do hereby state that I have no record of criminal convictions in any state or federal court except those listed as follows:

NONE

I do hereby state that I have no pending criminal charges against me for any criminal violations in any state or federal court except those listed as follows:

NONE

Signed and subscribed to under the pains and penalties of perjury on this

08 day of 10, 2025

(date)

(month)

(year)

Signature: \_\_\_\_\_

*Any statements contained herein found to be untrue shall be cause for the cancellation and/or revocation of any license granted to the applicant or corporation in which they are a principal or agent.*





TOWN OF ANDOVER  
TOWN CLERK'S OFFICE

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**CRIMINAL RECORD INFORMATION FORM**

*This form must be completed by all Managers, Directors, Stockholders, and Officers.*

BUSINESS/ENTITY NAME:	NAK RICH INFINITY LLC
APPLICANT NAME:	CHONTICHA SURARAT
APPLICANT ADDRESS:	[REDACTED]
OCCUPATION:	[REDACTED]
BIRTHPLACE:	[REDACTED]
DATE OF BIRTH:	[REDACTED]

If you have any record of misdemeanors including: drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace, and such offences were disposed of ten or more years prior to the filing of this application, you may be considered to have NO RECORD for the purpose of furnishing this department information as to your criminal record.

I, CHONTICHA SURARAT applicant for a WINE AND MALT BEVERAGES license

(name)

(license type)

In the Town of Andover, hereby state that I have not been convicted for violation of a state or federal narcotic law.

I do hereby state that I have no record of criminal convictions in any state or federal court except those listed as follows:

NONE

I do hereby state that I have no pending criminal charges against me for any criminal violations in any state or federal court except those listed as follows:

NONE

Signed and subscribed to under the pains and penalties of perjury on this

08 day of 10, 2025

(date)

(month)

(year)

Signature: [Handwritten Signature]

*Any statements contained herein found to be untrue shall be cause for the cancellation and/or revocation of any license granted to the applicant or corporation in which they are a principal or agent.*



**TOWN OF ANDOVER**

**TOWN CLERK'S OFFICE**

36 Bartlet Street  
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SUBJECT INFORMATION:	
Last Name:	SURARAT
First Name:	CHONTICHA
Middle Name:	
Suffix:	
Maiden Name (or other name(s) by which you have been known):	
Date of Birth:	
Place of Birth:	
Last Six Digits of Your Social Security # (REQUIRED):	
Sex:	
Height:	
Eye Color:	
Race:	
Drive License or ID #:	
State of Issue:	
Mother's Full/Maiden Name:	
Father's Full Name:	
Current Address:	
Former Address:	

Office Use Only

The above information was verified by reviewing the following form(s) of government issued identification:

- Driver's License     Certified Birth Certificate     US Passport     Other \_\_\_\_\_

VERIFIED BY:

Jamie Doherty  
Name of Verifying Employee (Please Print)  
Jamie Doherty  
Signature of Verifying Employee



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**CRIMINAL RECORD INFORMATION FORM**

*This form must be completed by all Managers, Directors, Stockholders, and Officers.*

<b>BUSINESS/ENTITY NAME:</b>	NAK RICH INFINITY LLC
<b>APPLICANT NAME:</b>	THANANAN PANITPICHETWONG
<b>APPLICANT ADDRESS:</b>	[REDACTED]
<b>OCCUPATION:</b>	[REDACTED]
<b>BIRTHPLACE:</b>	[REDACTED]
<b>DATE OF BIRTH:</b>	[REDACTED]

If you have any record of misdemeanors including: drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace, and such offences were disposed of ten or more years prior to the filing of this application, you may be considered to have NO RECORD for the purpose of furnishing this department information as to your criminal record.

I, THANANAN PANITPICHETWONG, applicant for a WINE AND MALT BEVERAGES license  
(name) (license type)  
in the Town of Andover, hereby state that I have not been convicted for violation of a state or federal narcotic law.

I do hereby state that I have no record of criminal convictions in any state or federal court except those listed as follows:  
NONE

I do hereby state that I have no pending criminal charges against me for any criminal violations in any state or federal court except those listed as follows:  
NONE

Signed and subscribed to under the pains and penalties of perjury on this

08 day of 10, 2025.  
(date) (month) (year)

Signature: T. Panitpichetwong

*Any statements contained herein found to be untrue shall be cause for the cancellation and/or revocation of any license granted to the applicant or corporation in which they are a principal or agent.*



**TOWN OF ANDOVER**  
**TOWN CLERK'S OFFICE**  
36 Bartlet Street  
Andover, MA 01810  
978-623-8230  
www.andoverma.gov

**CRIMINAL OFFENDER RECORD INFORMATION (CORI)  
ACKNOWLEDGEMENT FORM**

TO BE USED BY ORGANIZATIONS CONDUCTING CORI CHECKS FOR  
EMPLOYMENT, VOLUNTEER, SUBCONTRACTOR, LICENSING, AND HOUSING PURPOSES

**Town of Andover Town Clerk's Office** is registered under the provisions of M.G.L. c. 6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the Department of Criminal Justice Information Services (DCJIS). I hereby acknowledge and provide permission to Town of Andover Town Clerk's Office to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing Town of Andover Town Clerk's Office with written notice of my intent to withdraw consent to a CORI check.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY: The Town of Andover Town Clerk/Andover Public Schools may conduct subsequent CORI checks within one year of the date this form was signed by me provided, however, that Town of Andover/Andover Public Schools must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the information provided on page 2 of this Acknowledgement Form is true and accurate.

SIGNATURE: \_\_\_\_\_

J. Paritpichetnong

DATE: \_\_\_\_\_

10-08-2025

Your identity and signature must be verified by examining a government-issued identification in person.

**\*All CORI forms must be returned, in person, along with your ID\***



**TOWN OF ANDOVER  
TOWN CLERK'S OFFICE**

36 Bartlet Street  
Andover, MA 01810  
978-623-8230  
www.andoverma.gov

SUBJECT INFORMATION:	
Last Name:	PANITPICHETWONG
First Name:	THANANAN
Middle Name:	
Suffix:	
Maiden Name (or other name(s) by which you have been known):	
Date of Birth:	
Place of Birth:	
Last Six Digits of Your Social Security # (REQUIRED):	
Sex:	
Height:	
Eye Color:	
Race:	
Drive License or ID #:	
State of Issue:	
Mother's Full/Maiden Name:	
Father's Full Name:	
Current Address:	
Former Address:	

Office Use Only

The above information was verified by reviewing the following form(s) of government issued identification:

- Driver's License     Certified Birth Certificate     US Passport     Other \_\_\_\_\_

VERIFIED BY:

Name of Verifying Employee (Please Print)

Signature of Verifying Employee

*Jamie Deherly*

*Jamie Deherly*

THE UNITED STATES OF AMERICA

CERTIFICATE OF NATURALIZATION

U.S.C.I.S. Registration No. [REDACTED]

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

*Chonticha Surarat*

(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of Homeland Security

at: BOSTON, MASSACHUSETTS

The Secretary, having found that

CHONTICHA SURARAT

having complied in all respects with all of the applicable provisions of the naturalization laws of the United States, being entitled to be admitted as a citizen of the United States, and having taken the oath of allegiance at a ceremony conducted by

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

at: BOSTON, MASSACHUSETTS

on: MARCH 18, 2025

such person is admitted as a citizen of the United States of America.

*K. K. S. A.*

U.S. Citizenship and Immigration Services

DEPARTMENT OF HOMELAND SECURITY

## **NEW LICENSE**

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

- **\$200 Fee** paid online through our online payment link: **ABCC PAYMENT WEBSITE**
- **Monetary Transmittal Form**
- **New Retail Application**
- **Manager Application**
- **Vote of the Entity**
- **Business Structure Documents**
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Proof of Citizenship/Qualified Alien** for the proposed Manager of Record (*Manager must be a U.S citizen or a Qualified Alien under the Immigration and Nationality Act, 8 U.S.C. 1101*). Please Include one of the following:
  - U.S. Passport
  - Voter's Certificate
  - Birth Certificate
  - Naturalization Papers
  - Permanent Resident Card "Green Card"
  - Employment Authorization Document
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Abutter's Notification**
- **Advertisement**
- **Additional Information**, if necessary, utilizing the formats provided and or any affidavits.
- **Management Agreement**, if applicable, requires the following:
  - Management Agreement Application
  - Management Agreement
  - Vote of the Entity
  - CORI Forms for all listed in Section 11 and attachments

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

Your Information

Payment

Receipt

### Payment Confirmation

**YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT**

Your account has been billed for the following transaction. You will receive a receipt via email.

Transaction Processed Successfully		
Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	NAK RICH INFINITY LLC	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$5.18

Date Paid: 10/1/2025 6:21:51 PM EDT

Total Amount Paid: \$205.18

#### Payment On Behalf Of

License Number or Business Name:  
NAK RICH INFINITY LLC

Fee Type:  
FILING FEES-RETAIL

#### Billing Information

First Name:  
Louis

Last Name:  
Haskell

Address:  
16 Pine Street, Suite 2

City:  
Lowell

State:  
MA

Zip Code:  
01851

Email Address:  
CASES@ATTORNEYHASKELL.COM



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

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM**

**APPLICATION FOR A 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

ADDRESS

CITY/TOWN  STATE  ZIP CODE

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/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  |   | <input type="checkbox"/> Other <input type="text"/>                       | <input type="checkbox"/> Change of DBA                                |

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

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



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

APPLICATION FOR A NEW LICENSE

Municipality

ANDOVER

**1. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises	\$12 Restaurant	Wine and Malt Beverages	Annual

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

NAK RICH INFINITY LLC DBA KHAO SAN RESTAURANT IS A THAI AND VIETNAMESE RESTAURANT THAT DESIRES TO OFFER PATRONS A SELECTION OF BEER AND WINE ALONG WITH OPTIONS FOR FOOD.

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 NAK RICH INFINITY LLC

FEIN:

DBA KHAO SAN RESTAURANT

Manager of Record

CHONTICHA SURARAT

Street Address

36 PARK STREET, ANDOVER, MA 01801

Phone:

978-604-8419

Email:

KHAOSAN36@GMAIL.COM

Alternative Phone:

978-604-8149

Website:

N/A

**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.

1 FLOOR 2,000 SQ. FT. TOTAL:  
 641.50 SQ. FT. DINING ROOM, 1,238.50 SQ. FT. KITCHEN, 60 SQ. FT. MEN'S ROOM, 60 SQ. FT. WOMEN'S ROOM.

Total Square Footage: 2,000

Number of Entrances: 1

Seating Capacity: 28

Number of Floors: 1

Number of Exits: 2

Occupancy Number: 50

**4. APPLICATION CONTACT**

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

Name: PATRICK J. MCKEON

Phone:

978-459-8359

Title: ATTORNEY

Email:

CASES@ATTORNEYHASKELL.COM

**APPLICATION FOR A NEW LICENSE**

**5. CORPORATE STRUCTURE**

Entity Legal Structure	<input type="text" value="LLC"/>	Date of Incorporation	<input type="text" value="07/21/2025"/>
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
<input type="text" value="CHONTICHA SURARAT"/>	[REDACTED]
Title and or Position	
<input type="text" value="MANAGER"/>	
Name of Principal	
<input type="text" value="ANNOP SURIYAWONG"/>	
Title and or Position	
<input type="text" value="MANAGER"/>	
Name of Principal	
<input type="text" value="THANANAN PANITPICHETWONG"/>	
Title and or Position	
<input type="text" value="INVESTOR"/>	

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

## ADDENDUM A

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

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

Entity Name <input style="width: 95%; height: 20px;" type="text"/>	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed) <input style="width: 95%; height: 20px;" type="text"/>
---	---

Name of Principal <input style="width: 95%; height: 20px;" type="text"/>	Residential Address <input style="width: 95%; height: 20px;" type="text"/>	SSN <input style="width: 95%; height: 20px;" type="text"/>	DOB <input style="width: 95%; height: 20px;" type="text"/>
Title and or Position <input style="width: 95%; height: 20px;" type="text"/>	Percentage of Ownership <input style="width: 95%; height: 20px;" type="text"/>	Director/ LLC Manager <input type="radio"/> Yes <input type="radio"/> No	US Citizen <input type="radio"/> Yes <input type="radio"/> No
MA Resident <input type="radio"/> Yes <input type="radio"/> No			

Name of Principal <input style="width: 95%; height: 20px;" type="text"/>	Residential Address <input style="width: 95%; height: 20px;" type="text"/>	SSN <input style="width: 95%; height: 20px;" type="text"/>	DOB <input style="width: 95%; height: 20px;" type="text"/>
Title and or Position <input style="width: 95%; height: 20px;" type="text"/>	Percentage of Ownership <input style="width: 95%; height: 20px;" type="text"/>	Director/ LLC Manager <input type="radio"/> Yes <input type="radio"/> No	US Citizen <input type="radio"/> Yes <input type="radio"/> No
MA Resident <input type="radio"/> Yes <input type="radio"/> No			

Name of Principal <input style="width: 95%; height: 20px;" type="text"/>	Residential Address <input style="width: 95%; height: 20px;" type="text"/>	SSN <input style="width: 95%; height: 20px;" type="text"/>	DOB <input style="width: 95%; height: 20px;" type="text"/>
Title and or Position <input style="width: 95%; height: 20px;" type="text"/>	Percentage of Ownership <input style="width: 95%; height: 20px;" type="text"/>	Director/ LLC Manager <input type="radio"/> Yes <input type="radio"/> No	US Citizen <input type="radio"/> Yes <input type="radio"/> No
MA Resident <input type="radio"/> Yes <input type="radio"/> No			

Name of Principal <input style="width: 95%; height: 20px;" type="text"/>	Residential Address <input style="width: 95%; height: 20px;" type="text"/>	SSN <input style="width: 95%; height: 20px;" type="text"/>	DOB <input style="width: 95%; height: 20px;" type="text"/>
Title and or Position <input style="width: 95%; height: 20px;" type="text"/>	Percentage of Ownership <input style="width: 95%; height: 20px;" type="text"/>	Director/ LLC Manager <input type="radio"/> Yes <input type="radio"/> No	US Citizen <input type="radio"/> Yes <input type="radio"/> No
MA Resident <input type="radio"/> Yes <input type="radio"/> No			

Name of Principal <input style="width: 95%; height: 20px;" type="text"/>	Residential Address <input style="width: 95%; height: 20px;" type="text"/>	SSN <input style="width: 95%; height: 20px;" type="text"/>	DOB <input style="width: 95%; height: 20px;" type="text"/>
Title and or Position <input style="width: 95%; height: 20px;" type="text"/>	Percentage of Ownership <input style="width: 95%; height: 20px;" type="text"/>	Director/ LLC Manager <input type="radio"/> Yes <input type="radio"/> No	US Citizen <input type="radio"/> Yes <input type="radio"/> No
MA Resident <input type="radio"/> Yes <input type="radio"/> No			

Name of Principal <input style="width: 95%; height: 20px;" type="text"/>	Residential Address <input style="width: 95%; height: 20px;" type="text"/>	SSN <input style="width: 95%; height: 20px;" type="text"/>	DOB <input style="width: 95%; height: 20px;" type="text"/>
Title and or Position <input style="width: 95%; height: 20px;" type="text"/>	Percentage of Ownership <input style="width: 95%; height: 20px;" type="text"/>	Director/ LLC Manager <input type="radio"/> Yes <input type="radio"/> No	US Citizen <input type="radio"/> Yes <input type="radio"/> No
MA Resident <input type="radio"/> Yes <input type="radio"/> No			

Name of Principal <input style="width: 95%; height: 20px;" type="text"/>	Residential Address <input style="width: 95%; height: 20px;" type="text"/>	SSN <input style="width: 95%; height: 20px;" type="text"/>	DOB <input style="width: 95%; height: 20px;" type="text"/>
Title and or Position <input style="width: 95%; height: 20px;" type="text"/>	Percentage of Ownership <input style="width: 95%; height: 20px;" type="text"/>	Director/ LLC Manager <input type="radio"/> Yes <input type="radio"/> No	US Citizen <input type="radio"/> Yes <input type="radio"/> No
MA Resident <input type="radio"/> Yes <input type="radio"/> No			

**CRIMINAL HISTORY**

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

Yes  No

**APPLICATION FOR A NEW LICENSE**

**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

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

Name	License Type	License Name	Municipality

**6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

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

Name	License Type	License Name	Municipality

**6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

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

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

**7. OCCUPANCY OF PREMISES**

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?  Yes  No

**APPLICATION FOR A NEW LICENSE**

**8. FINANCIAL DISCLOSURE**

A. Purchase Price for Real Estate	0.00
B. Purchase Price for Business Assets	195,000.00
C. Other * (Please specify below)	55,000.00
D. Total Cost	240,000.00

\*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

**SOURCE OF CASH CONTRIBUTION**

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
CONTICHA SURARAT	84,000.00
ANNOP SURIYAWONG	84,000.00
THANANAN PANITPICHEWONG	72,000.00
Total:	240,000.00

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

**FINANCIAL INFORMATION**

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

CHONTICHA SURARAT - PERSONAL MONEY WIRED FROM BANK ACCOUNT  
 ANNOP SURIYAWONG - PERSONAL MONEY WIRED FROM BANK ACCOUNT  
 THANANAN PANITPICHEWONG - PERSONAL MONEY WIRED FROM BANK ACCOUNT

**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: **CHONTICHA SURARAT** Date of Birth: [REDACTED] SSN: [REDACTED]

Residential Address: [REDACTED]

Email: [REDACTED] Phone: **978-604-8149**Please indicate how many hours per week you intend to be on the licensed premises: **40****B. CITIZENSHIP/BACKGROUND INFORMATION**Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act?  Yes  No

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

Have you ever been convicted of a state, federal, or military crime?  Yes  No

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

Date	Municipality	Charge	Disposition

**C. EMPLOYMENT INFORMATION**

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

Start Date	End Date	Position	Employer	Supervisor Name
07/2022		SUPERVISOR	FOODS STYLE USA INC.	
05/2018	09/2023	MANAGER	THAI JASMINE CORP.	WASANA KUPRASITHRUT
09/2017	04/2020	ASSISTANT MANAGER	PHO BASIL INC.	PATAMAVADEE ROJANAPATEEP

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

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

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

Manager's Signature: **[Signature]** Date: **10/08/25**

**11. MANAGEMENT AGREEMENT**

Are you requesting approval to utilize a management company through a management agreement?  
 If yes, please fill out section 11.

Yes  No

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

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

**11A. MANAGEMENT ENTITY**

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

Entity Name	Address	Phone		
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**CRIMINAL HISTORY**

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

Yes  No

**11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES**

**LICENSE**

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

**11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

**11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

**11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

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

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

**11F. TERMS OF AGREEMENT**

a. Does the agreement provide for termination by the licensee?

Yes  No

b. Will the licensee retain control of the business finances?

Yes  No

c. Does the management entity handle the payroll for the business?

Yes  No

d. Management Term Begin Date

e. Management Term End Date

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

\$ per month/year (indicate amount)

% of alcohol sales (indicate percentage)

% of overall sales (indicate percentage)

other (please explain)

**ABCC Licensee Officer/LLC Manager**

**Management Agreement Entity Officer/LLC Manager**

Signature:

Signature:

Title:

Title:

Date:

Date:

**ADDITIONAL INFORMATION**

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

A large, empty rectangular box with a black border, intended for providing additional information.

**APPLICANT'S STATEMENT**

I, **CHONTICHA SURARAT** the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory

of **NAK RICH INFINITY LLC**  
Name of the Entity/Corporation

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: **ชอนติชา สุรารัต**

Date: **10/08/25**

Title: **MANAGER**

**ENTITY VOTE**

The Board of Directors or LLC Managers of **NAK RICH INFINITY LLC**  
Entity Name  
duly voted to apply to the Licensing Authority of **ANDOVER** and the  
City/Town  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on **09/01/2025**  
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/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members / LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  | <input type="checkbox"/> Other <input type="text"/>  | <input type="checkbox"/> Change of DBA                                    |   |

"VOTED: To authorize **CONTICHA SURARAT**  
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 **CHONTICHA SURARAT**  
Name of Liquor License Manager

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

A true copy attest,

For Corporations ONLY

A true copy attest,

CHONTICHA SURARAT  
Corporate Officer /LLC Manager Signature

ANNOP SURIYAWONG  
Corporation Clerk's Signature

**CHONTICHA SURARAT**  
(Print Name)

**ANNOP SURIYAWONG**  
(Print Name)




**The Commonwealth of Massachusetts, William Francis Galvin  
Corporations Division**

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

**Certificate of Organization**

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00


Identification Number:  (number will be assigned)

1. The exact name of the limited liability company is:  
NAK RICH INFINITY LLC

2. The address in the Commonwealth where the records will be maintained:  
Number and street: 36 PARK STREET  
Address 2:  
City or town: ANDOVER State: MA Zip code: 01810  
Country: UNITED STATES

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):  
FULL-SERVICE RESTAURANT

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:  
Agent name: ANNOP SURİYAWONG  
Number and street:   
Address 2:  
City or town:

I ANNOP SURİYAWONG,  
resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Name	Address
MANAGER	CHONTICHA SURARAT	36 PARK STREET ANDOVER, MA 01810 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Name	Address

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

Title	Name	Address

9. Additional matters:

10. This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy):                      Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 21 Day of July, 2025,

ANNOP SURIYAWONG

, Signature of Authorized Signatory.



**BUSINESS CERTIFICATE**  
THE COMMONWEALTH OF MASSACHUSETTS  
**TOWN OF ANDOVER**

New  Renewal

ANDOVER TOWN CLERK  
REC'D 2025 AUG 28 AM 9:13

August 28, 2025

In conformity with the provisions of chapter one hundred and ten, section five, of the General Laws, as amended, the undersigned hereby declare(s) that a business is conducted under the title of

Nak Rich Infinity LLC  
(Business Entity Name)

D/B/A

Khao San Restaurant  
(DBA Name if applicable)

at 36-42 Park St, Andover, MA 01810  
(Full Address)

Business Phone: 978-604-8149

Business Email: khaosan36@gmail.com

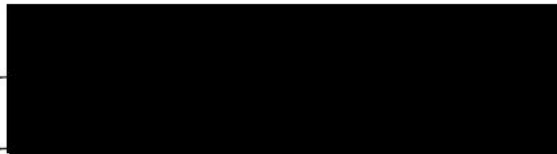
By the following named person(s), include title if corporate officer:

Owner/Applicant (s)

Residence

Signature (in presence of a notary or  
Town Clerk's Office)

Annop Suriyawong



*[Handwritten Signature]*

Chonticha Surarat

*[Handwritten Signature]*

The Commonwealth of Massachusetts

Essex ss

August 28, 2025

Personally, appeared before me, the above-named Annop Suriyawong, Chonticha Surarat,

and made oath that the foregoing statement is true.

Type of ID(s) Presented: MA Driver's License, MA Driver's License, ---

ID Number(s): [Redacted], ---

Notary Seal

[Handwritten Signature]  
(Signature of Notary Public or Town Clerk's Office)

In accordance with the provision of Chapter 337 of the acts of 1985 and Chapter 110, Section 5 of Mass. General Laws. Business Certificates shall be in effect for four years from the date of issue and shall be renewed each four years thereafter. A statement under oath must be filed with the Town Clerk upon discontinuing, retiring or withdrawing from such business or partnership.

Copies of this certificate shall be available at the address at which business is conducted and shall be furnished on request during regular business hours to any person who has purchased goods or services from this business.

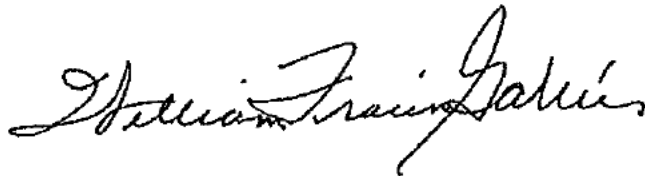
Violations of Chapter one hundred and ten, Section five of the General Laws, as amended are subject to a fine of not more than (\$300) for each month during which violation continues.

Business Certificate Expires: August 28, 2029

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:

July 21, 2025 10:31 PM

A handwritten signature in cursive script that reads "William Francis Galvin".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL

**CORI REQUEST FORM**

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

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

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(OF EXISTING LICENSE)</small>		LICENSEE NAME:		CITY/TOWN:	
--	--	----------------	--	------------	--

**APPLICANT INFORMATION**

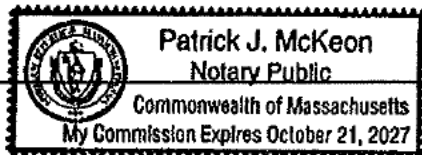
LAST NAME:	SURIYAWONG	FIRST NAME:	ANNOP	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	[REDACTED]		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	[REDACTED]	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	5 7	WEIGHT:	
EYE COLOR:	BROWN				
CURRENT ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]				
FORMER ADDRESS:	[REDACTED]				
CITY/TOWN:		STATE:		ZIP:	

**PRINT AND SIGN**

PRINTED NAME:	ANNOP SURIYAWONG	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	------------------	-------------------------------	--

**NOTARY INFORMATION**

On this **OCTOBER 2, 2025** before me, the undersigned notary public, personally appeared **ANNOP SURIYAWONG**  
(name of document signer), proved to me through satisfactory evidence of identification, which were **MASSACHUSETTS 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:	
<small>SIGNATURE OF CORP-AUTHORIZED EMPLOYEE</small>	

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4414.



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

**DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL**

**CORI REQUEST FORM**

**JEAN M. LORIZIO, ESQ.  
CHAIRMAN**

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**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	<input type="text"/>	LICENSEE NAME:	<input type="text"/>	CITY/TOWN:	<input type="text"/>
---	----------------------	----------------	----------------------	------------	----------------------

**APPLICANT INFORMATION**

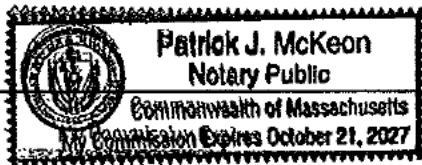
LAST NAME:	<input type="text" value="SURARAT"/>	FIRST NAME:	<input type="text" value="CHONTICHA"/>	MIDDLE NAME:	<input type="text"/>
MAIDEN NAME OR ALIAS (IF APPLICABLE):	<input type="text"/>	PLACE OF BIRTH:	<input type="text" value="REDACTED"/>		
DATE OF BIRTH:	<input type="text" value="REDACTED"/>	SSN:	<input type="text" value="REDACTED"/>	ID THEFT INDEX PIN (IF APPLICABLE):	<input type="text"/>
MOTHER'S MAIDEN NAME:	<input type="text"/>	DRIVER'S LICENSE #:	<input type="text" value="REDACTED"/>	STATE LIC. ISSUED:	<input type="text" value="Massachusetts"/>
GENDER:	<input type="text" value="FEMALE"/>	HEIGHT:	<input type="text" value="5"/> <input type="text" value="2"/>	WEIGHT:	<input type="text"/>
EYE COLOR:	<input type="text" value="BLACK"/>				
CURRENT ADDRESS:	<input type="text" value="REDACTED"/>				
CITY/TOWN:	<input type="text" value="REDACTED"/>				
FORMER ADDRESS:	<input type="text" value="REDACTED"/>				
CITY/TOWN:	<input type="text" value="REDACTED"/>				

**PRINT AND SIGN**

PRINTED NAME:	<input type="text" value="CHONTICHA SURARAT"/>	APPLICANT/EMPLOYEE SIGNATURE:	<input type="text" value="Handwritten Signature"/>
---------------	--	-------------------------------	--

**NOTARY INFORMATION**

On this  before me, the undersigned notary public, personally appeared  (name of document signer), proved to me through satisfactory evidence of identification, which were  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:	<input type="text"/>
<small>SIGNATURE OF CORI AUTHORIZED EMPLOYEE</small>	

The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 640-4414.



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

DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL

**CORI REQUEST FORM**

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

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

**ABCC LICENSE INFORMATION**

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

**APPLICANT INFORMATION**

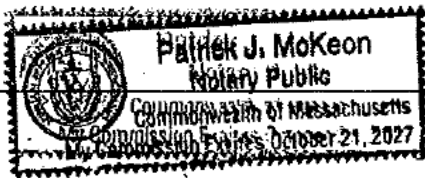
LAST NAME: PANITPICHETWONG FIRST NAME: THANANAN MIDDLE NAME:   
 MAIDEN NAME OR ALIAS (IF APPLICABLE):  PLACE OF BIRTH:   
 DATE OF BIRTH:  SSN:  ID THEFT INDEX PIN (IF APPLICABLE):   
 MOTHER'S MAIDEN NAME:  DRIVER'S LICENSE #:  STATE LIC. ISSUED: Massachusetts   
 GENDER: FEMALE  HEIGHT: 5  2  WEIGHT:  EYE COLOR: BLACK   
 CURRENT ADDRESS:   
 CITY/TOWN:   
 FORMER ADDRESS:   
 CITY/TOWN:  STATE:  ZIP:

**PRINT AND SIGN**

PRINTED NAME: Thananan Panitpichetwong APPLICANT/EMPLOYEE SIGNATURE: *T. Panitpichetwong*

**NOTARY INFORMATION**

On this  before me, the undersigned notary public, personally appeared   
 (name of document signer), proved to me through satisfactory evidence of identification, which were   
 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.



*Patrick J. MoKeon*  
NOTARY

**DIVISION USE ONLY**

REQUESTED BY:   
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE  
 The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 650-4144.

THE UNITED STATES OF AMERICA

CERTIFICATE OF NATURALIZATION

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

*Chonticha Surarat*  
(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of Homeland Security

at BOSTON, MASSACHUSETTS

The Secretary having found that  
CHONTICHA SURARAT

residing at  
MELROSE, MASSACHUSETTS

having complied in all respects with all of the applicable provisions of the naturalization laws of the United States, being entitled to be admitted as a citizen of the United States, and having taken the oath of allegiance at a ceremony conducted by

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

at BOSTON, MASSACHUSETTS on MARCH 18, 2025

such person is admitted as a citizen of the United States of America.

*K. S. ...*

U. S. Citizenship and Immigration Services

DEPARTMENT OF HOMELAND SECURITY



**LEASE**

**ARTICLE ONE**

**Reference Data**

**1.1 Subjects Referred To.** Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section 1.1.

**DATE:** August 1, 2025

**PREMISES:** 36 Park Street, Andover, Massachusetts consisting of approximately 2000 square feet, a sketch of which is attached as Exhibit A.

**LANDLORD:** LYMZ, LLC, a Massachusetts limited liability Company, ("LYMZ")

**ORIGINAL ADDRESS OF LANDLORD:**



**TENANT:** NAK RICH INFINITY, LLC a Massachusetts LLC

**GUARANTOR:** Annop Suriyawong of



**ORIGINAL ADDRESS OF TENANT:** 36 Park Street, Andover, MA 01810

**TERM:** Five (5) years beginning August 1, 2025 (the "Commencement Date") as may be extended pursuant to Section 2.3

**BASE RENT:** \$60,900.00 per year as may be modified pursuant to Section 4.1

**PERMITTED USE:** Restaurant serving primarily Thai/Vietnamese food, but under no circumstances serving or advertising any Sushi/Japanese or Chinese food, and specifically prohibiting any food item on the Menu of Shoyu Restaurant next door at 42 Park St., Andover MA

**SECURITY DEPOSIT:** \$10,333.34

**ARTICLE TWO**  
**Premises and Term**

**2.1 Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, the Premises in 1.1. Tenant, its employees and invitees, shall have the right to use the Premises for the Permitted Use only, and in common with others entitled thereto, the parking areas, roadways, sidewalks, corridors, elevators and other common areas existing from time to time ("Common Areas"). Tenant shall have no authority, express or implied, to use any of the Common Areas for its exclusive use or for advertising or business purposes. Parking areas are reserved for customers of the various tenants of the building of which the Premises are a part. Tenant shall not permit employees of Tenant to park in the common area parking areas.

**2.2 Term.** TO HAVE AND TO HOLD for a term beginning on the Commencement Date, and continuing for the Term, unless sooner terminated as hereinafter provided. The tenancy created by this Lease shall also be terminated, at the option of Landlord, without the requirement of further act or instrument by (i) the death or dissolution of Tenant (ii) the use of the Premises in a manner contrary to any law, ordinance, regulation, order or rule (iii) the use of the Premises in a manner causing waste or damage (iv) the use of the Premises other than for its Permitted Use or (v) the abandonment of the Premises by Tenant; which termination shall be considered a default by Tenant under Article Eight below.

**2.3 Option to Renew.** Tenant shall have the option to renew this Lease on the same terms and conditions as contained herein (except the Base Rent) for One (1) additional period of Five (5) years. Such renewal shall be exercised by written notice to the Landlord at least ninety (90) days prior to the expiration of the then Term, and upon the giving of such notice and without further instrument, lease or agreement, the Term shall be so extended. The right to exercise this option is conditioned upon the full and faithful performance by the Tenant of all the covenants, conditions and agreements required to be performed by it as Tenant under this Lease, and the full and timely payment by the Tenant of all Base Rent, additional rent, and other payments as provided in this Lease. The Tenant shall not have the right to assign this option.

## ARTICLE THREE

### Improvements

**3.1 Tenant's Improvements.** Tenant accepts the Premises "AS IS, WHERE IS and WITH ALL FAULTS AND DEFECTS." Tenant shall make no improvements to the Premises unless Tenant obtains the prior express written consent of the Landlord, which consent may be withheld or conditioned at Landlord's discretion, and only subject to the terms of this Article Three.

**3.2 Title to Improvements.** Except for trade fixtures, furniture and equipment belonging to Tenant, all construction, replacements, renovations, improvements, fixtures (or other property be it real, personal or mixed), performed, brought or placed in, on or to the Premises by the Tenant from time to time (collectively "Tenant's Improvements") shall, at Landlord's option, immediately vest in Landlord, free of any and all liens or claims of Tenant or any other person and be and remain the property of the Landlord upon termination of this Lease. Tenant agrees that none of the Tenant's Improvements shall be subject to any lien or encumbrance and materials with respect to Tenant's Improvements shall be of first-class quality.

**3.3 Representations Disclaimer.** Tenant acknowledges that neither Landlord, its employees or agents have made any representations with respect to the Premises, applicable zoning and building regulations, or the location, availability, and/or adequacy of any utilities which may be required in the performance of Tenant's Improvements.

**3.4 Permits.** Tenant, at its sole risk, costs, and expense, shall apply for and obtain all permits and applications from the local building department, and any other authorities having jurisdiction, with respect to Tenant's Improvements. Tenant shall obtain a Certificate of Completion or Occupancy, or equivalent prior to the Commencement Date. Tenant shall promptly furnish to Owner all certificates and approvals that may be so required by the governing authorities.

**3.5 Insurance.** All architects, contractors, subcontractors, materials, and workers (collectively "Tradesmen") shall be duly licensed (if required by local laws) and skilled in their profession and trades. All Tradesmen shall, prior to commencing work on the Premises and at no cost to Landlord, provide certificates of insurance naming Landlord as certificate holder and duplicate policies evidencing the insurance as follows:

- (i) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of all Tradesmen, their contractors, consultants or agents engaged in the performance of Tenant's Improvements;
- (ii) Employer's Liability Insurance protecting Tenant and Landlord against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master - servant relationship with a limit of not less than One Million and No/100 (\$1,000,000.00) Dollars each accident;
- (iii) Comprehensive General Liability Insurance including products/completed operations with limits of liability of not less than One Million and No/100 (\$1,000,000.00) Dollars combined single limit naming Tenant and Landlord as additional insured.
- (iv) Business Automobile Liability Insurance covering all vehicles used in the operations of Tradesmen with limits of liability of not less than Seven Hundred Fifty Thousand and No/100 (\$750,000.00) Dollars combined single limit.

**3.6 Mechanic's/Materialmen's Liens.** Tenant shall not permit any liens for labor and/or materials to be levied on the Premises. In the event any mechanic's or other labor or material liens are filed against the Premises or any part thereof as a result of Tenant's Improvements, or as a result of any other repairs, alterations, additions, or improvements made to the Premises by Tenant at any time, Tenant shall cause such liens to be discharged by payment, bond or otherwise within thirty (30) days after Tenant may have knowledge or receive notice thereof, and in the event Tenant fails to do so, Landlord may, at its option, obtain the discharge thereof, and Tenant agrees to indemnify and hold harmless Landlord from and against any and all costs or expenses in connection therewith, and to reimburse Landlord for such costs and expenses, or demand, as additional rent.

**3.7 Americans With Disabilities Act.** The parties acknowledge that the Americans With Disabilities Act of 1990 (49 U.S.C. Section 12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended from time to time (collectively, the "ADA"), establish requirements under Title III of the ADA ("Title III") pertaining to business operations, accessibility

and barrier removal. The parties acknowledge and agree that Tenant has been provided an opportunity to inspect the Premises to a degree sufficient to determine whether or not the Premises, in their condition as of the date hereof, deviate in any manner under the ADA Accessibility Guidelines (“ADAAG”) or any other requirements under the ADA pertaining to the accessibility of the Premises. Tenant further acknowledges and agrees that Tenant accepts the Premises in “as is” condition and agrees that Landlord is making no representation or warranty as to whether the Premises conforms to the requirements of the ADAAG or any other requirements under the ADA. Tenant shall prepare any plans and specifications for improvements for construction in the Premises that Tenant intends to perform in conformance with the ADAAG and other requirements of the ADA. Tenant further acknowledges and agrees that to the extent that Landlord prepares, reviews or approves any of Tenant’s plans and specifications, such action shall in no event be deemed a representation or warranty that the same comply with the requirements of the ADA. Tenant shall be responsible for the cost of all Title III compliance and costs in connection with Tenant’s use of the Premises, and structural work, if any, and any leasehold improvements or other work to be performed in the Premises under or in connection with this Lease and shall also be responsible for the cost of any so-called Title III “path of travel” requirements triggered by construction activities or alterations in the Premises. Tenant shall be solely responsible for all other requirements under the ADA relating to Tenant or any affiliates or persons or entities related to Tenant, operations of any of them, or the Premises, including, without limitation, requirements under Title I of the ADA pertaining to Tenant’s employees.

**3.8 List of Refurbishments and Copies of Paid Invoices.** Tenant shall provide Landlord with a listing of the improvements and expenditures performed or made by Tenant at the Premises within ten (10) days after request therefore by Landlord, including, but not limited to, a copy of any vendor's supporting bill or invoice.

## **ARTICLE FOUR**

### **Rent**

**4.1 The Rent.** Tenant covenants and agrees to pay the rent to Landlord at the Original Address of Landlord or such other place as Landlord may by notice in writing to Tenant from time to time direct, at the Base Rent as established in Section 1.1 above in equal monthly installments in advance on the first day of each calendar month included in the Term. At the anniversary of the initial first lease year of the Term and every annual anniversary thereafter including if Tenant exercises its option

to renew pursuant to Section 2.3, the Base Rent shall increase each year thereafter on the anniversary date of the Commencement Date by an amount equal to the increase, during the same time period, in the Consumer Price Index for the Boston/Brockton/Nashua area all items published by the Bureau of Labor Statistics of the United States Department of Labor (or comparable index if the same is no longer available); provided however no such yearly adjustments shall be less than 3.50% nor more than 7.00%.

Notwithstanding anything to the contrary, the Base Rent shall be \$0 per month for the first two (2) months of the initial Term only.

**4.2 Additional Rent.** Tenant covenants and agrees to pay, as additional rent, utility and other charges with respect to the Premises as provided in this Section 4.2 as follows:

**4.2.1 Personal Property Taxes.** The Tenant shall pay, as additional rent hereunder, for each tax year (or portion thereof) during the Term, and any occupancy of the Premises by Tenant, all personal property taxes or other like fees payable to a governmental body as a result of Tenant's use or occupation of the Premises.

**4.2.2 Insurance.** Tenant shall obtain and maintain, at its expense as additional rent hereunder, during the Term, and any occupancy of the Premises by Tenant, insurance as follows:

- (i) General public liability insurance against claims for bodily injury, death, or property damage occurring on, in, or about the Premises, the Building and the adjoining streets and sidewalks, such insurance to afford protection to Tenant and Landlord in amounts from time to time as acceptable to Landlord and in all events not less than One Million Dollars (\$1,000,000.00) with respect to bodily injury or death to any one person, not less than Two Million Dollars (\$2,000,000.00) with respect to any one accident, and not less than One Million Dollars (\$1,000,000.00) with respect to property damage; all such insurance may be maintained under comprehensive general liability policies, which policies shall cover the obligations of Tenant under Section 5.1.5 of Article Five below. If Tenant has coverage or limits of liability in excess of those set forth, said coverage and/or limits of liability shall be available and not limited by the terms herein.

- (ii) Worker's compensation insurance covering all persons employed in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against Landlord, Tenant, or the Premises in statutory amounts.

**4.2.3 Common Area Maintenance.** The Tenant shall pay, as additional rent hereunder, an amount (the "Expense Charge") which is equal to Tenant's Share (as defined below) of any and all costs, fees and expenses (collectively, the "Expenses") suffered or incurred by Landlord in connection with the supervision, operation, ownership, insuring and management of the Premises and the land and building of which the Premises are a part (collectively the "Building") including, without limitation, administration, security, cleaning, snow and ice plowing/removal (including adjacent sidewalks), sanding, salting, landscaping, maintenance, trash removal, janitorial services, repair and replacement of the Building or any portion thereof (including, but not limited to, Common Areas, parking lots, landscaped areas, sidewalks, driveways, fire suppression systems, roof, plumbing and other mechanical and heating, ventilation and air conditioning (HVAC) systems used in common by tenants and occupants of the Building and their guests, visitors, employees and invitees), comprehensive fire and casualty insurance, and all real estate taxes, betterments and assessments levied against, in respect to, or attributable to the Building, including assessments for benefits from public works or improvements, whether or not begun or completed prior to the commencement of the Term and whether or not to be completed within the Term and whether deemed ordinary, extraordinary or special, or any other tax or assessment levied against Landlord or the Building as a substitution for, or in lieu of, any tax which would otherwise constitute a real estate tax or a specific tax on rentals, plus the reasonable costs of real estate tax consultants hired by Landlord in an effort to reduce the tax or assessment on which any tax provided for in this paragraph is based, plus the reasonable cost, including reasonable attorneys' and appraisers' fees, of any negotiations, contest, or appeal pursued by Landlord in an effort to reduce the tax or assessment on which any tax provided for in this Section is based. All expenditures for improvements, replacements or alterations which are capital in nature, as determined pursuant to generally accepted accounting principles ("GAAP") consistently applied (collectively, "Capital Expenditures"), shall be amortized over the shortest period allowed by GAAP and only the portion thereof to be amortized in any year shall be included in Expenses for that year.

All Common Areas shall be under the control of the Landlord; provided, however, that so long as Tenant complies with all Rules and Regulations promulgated by Landlord from time to time

regarding use of the Common Areas, Tenant shall have the non-exclusive right to use in common with others all Common Areas as they exist from time to time, at all times during the Lease Term.

The cost of repairing damage to any part of such Common Areas caused by the acts of Tenant or its employees, agents, or business invitees shall be paid by Tenant promptly following demand by Landlord.

The Expense Charge shall be payable on a monthly basis in advance beginning on the Commencement Date at the times and in the manner set forth in this Lease for the payment of Base Rent. If the Commencement Date is other than on the first day of a calendar month, then the Expense Charge for such period less than a full month shall be proportionately reduced. In computing the Expense Charge due from Tenant hereunder, Landlord may estimate the Expense Charge as described in this Section, with an annual adjustment within a reasonable period, but in no event later than three (3) months, following the end of each calendar year to adjust for any discrepancies between the actual Expense Charge due from Tenant for such calendar year and the estimated payments made by Tenant for such calendar year (provided, however, the foregoing shall not affect or waive Landlord's right to subsequently provide corrected statements). Landlord agrees to refund any excess amount charged for any such year and Tenant agrees to promptly pay within thirty (30) days following receipt of such annual reconciliation statement any additional amount due pursuant to the annual adjustment.

Tenant's Share shall be defined as Twenty-Nine and Ninety-Eight One-hundredths percent (29.98%).

Tenant understands and agrees that even though Base Rent is \$0 for August and September 2025, commencing August 1, 2025 the monthly Expense Charge of \$1821.24 shall be payable on a monthly basis in advance beginning on the Commencement Date continuing thereafter at the times and in the manner set forth in this Lease for the payment of Base Rent.

**4.2.4 Utilities.** Tenant shall pay, as additional rent hereunder, throughout the Term and any occupancy of the Premises by Tenant, to the proper authorities charged with the collection thereof or vendors, as appropriate, all charges for electricity, gas, oil, heat, water, sewer, hot water, telephone, internet, trash removal, janitorial services and other utilities or services used or consumed on the Premises exclusively by the Tenant and separately metered, whether called charge, tax

assessment, fee or otherwise, all such charges to be paid as the same from time to time become due. It is understood and agreed that Tenant shall make its own arrangements for such utilities and services and that Landlord shall be under no obligation to furnish any utilities or services to the Premises and shall not be liable for any interruption or failure in the supply of any utilities or services to the Premises. In the event any such utilities or services are not separately metered at the Commencement Date but become separately metered at any time during the Term, Tenant shall thereafter pay for the same.

**4.3 Triple Net Lease.** By way of further explanation and not in limitation of the terms and provisions contained in this Lease, it is the intent of the parties that this Lease shall be a triple-net Lease with Tenant paying Tenant's Share (29.98%) of all costs, charges, utilities, fees, insurances, taxes, assessments or other charges in any way associated with the Premises or Tenant's use or occupation thereof.

**4.4 Late Payments.** Any payment of Rent or other sums due under this Lease received by Landlord more than five (5) days after its due date shall be subject to an administrative fee of \$200.00 and a late charge computed on the overdue amounts at the rate of one percent (1.00%) per month, for each month or any fraction thereof, accruing from the due date of such payment to the date of actual receipt of such payment by Landlord but in no event shall such late charge exceed the maximum amount allowed by law.

**4.5 Payments Not to Be Withheld.** Tenant shall not delay or withhold payment of Rent or any other payment to be made by Tenant under this Lease because of any dispute as to the amount or computation thereof. The Landlord shall refund any over payment found to be owing to Tenant upon the resolution of any dispute.

## ARTICLE FIVE

### Tenant's Additional Covenants

**5.1 Affirmative Covenants.** Tenant covenants at its sole cost, risk and expense at all times during the Term and such further time as Tenant occupies the Premises or any part thereof:

**5.1.1 Perform Obligations.** To perform promptly all of the obligations of Tenant set forth in this Lease; and to pay when due the Base Rent and additional rent and all charges, rates

and other sums which by the terms of this Lease are to be paid; to comply with all Rules and Regulations promulgated by Landlord from time to time regarding use of the Common Areas.

**5.1.2 Use.** To use the Premises only for the Permitted Use, and from time to time to procure and keep valid all licenses and permits necessary therefore and pay all costs, taxes and fees for the same.

**5.1.3 Repair and Maintenance.** To keep the Premises in good condition and repair (subject to insured casualty) or as may be put in during the Term, acknowledging that the Premises are now in good order. The Tenant shall also make repairs to, and perform replacement or maintenance of, the Premises as needed, including, without limitation, the replacement of broken glass, interior repainting, the repair or replacement of floors, the keeping of windows and doors water-tight and the maintenance in good operating condition or replacement of all plumbing, electrical, heating and HVAC systems (Tenant understanding and agreeing that Landlord is not responsible for replacement of the such heating and HVAC systems) and other utility systems; regardless of whether the same may be considered as a capital improvement. Tenant agrees to perform regular and routine maintenance on the HVAC systems and keep complete and accurate records of such maintenance and provide the same to Landlord upon request. Tenant agrees to keep the Premises sufficiently warm to prevent pipes freezing and to keep the Premises (including the exterior thereof and any adjacent walkways, sidewalks and doorways) in a good, clean and safe condition, including the plowing and removal of snow and ice, sanding, shoveling and salting.

**5.1.4 Compliance with Law.** To make all repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority; to keep the Premises equipped with all safety appliances so required; and to comply with the orders and regulations of all governmental authorities.

**5.1.5 Indemnity.** To assume exclusive control of the Premises, and all tort liabilities incidental to the control or leasing thereof, and to the fullest extent permitted by law, to pay, defend (with counsel reasonably acceptable to Landlord), protect, indemnify and save Landlord harmless from all demands, claims, judgments, actions, causes of actions, complaints, losses, damages, liabilities, property damage, injury or death to persons, fines, penalties (including, without limitation,

all damages, fines and/or penalties for violation of governing laws or regulations), costs and expenses (including attorneys' fees and expenses) of any nature whatsoever arising from or out of:

- (i) Any injury to, or the death of, any person, or any damage to property, on the Premises or Building or in any manner arising out of or connected with the use, misuse, condition or occupancy of the Premises or Building or any part thereof;
- (ii) Violation by Tenant of any contract or agreement to which Tenant is a party, or any restriction, statute, law, ordinance or regulation, in each case affecting the Premises or Building or any part thereof, or the occupancy or use thereof; or
- (iii) Any act or omission on the part of Tenant or any of its agents, employees, contractors, sub lessees, licensees, invitees or any person or entity who can or may claim by any one or more of them.

**5.1.6 Landlord's Right to Enter.** To permit Landlord or its agents to enter into and examine the Premises at reasonable times and during the last four (4) months of the Term to keep affixed in suitable places notices of availability of the Premises and to show the Premises to prospective tenants. Landlord shall have the right to enter the Premises at any time and without prior notice to Tenant in the event Landlord deems an emergency situation exists and/or to prevent loss or damage to persons or property.

**5.1.7 Personal Property at Tenant's Risk.** That all of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises, shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord unless caused by the Landlord, his agents or servants gross negligence or intentional acts or omissions. Tenant is advised to obtain Tenant's own "renter's insurance" or similar type of insurance to cover all such losses as no such insurance is provided by Landlord.

**5.1.8 Payment of Landlord's Cost of Enforcement.** To pay on demand Landlord's expenses, including reasonable attorneys' fees, incurred in enforcing any obligation of Tenant under this Lease or in curing any default by Tenant under this Lease.

**5.1.9 Yield Up.** At the expiration of the Term or earlier termination of this Lease: to surrender the Premises (and any keys thereto), to remove all of Tenant's machinery, equipment, vehicles and personal property in on or about the Premises, to remove, unless Landlord agreed at the time of such installation that such could remain at the Premises upon such expiration or termination, such other installations made by it as Landlord may request, to repair the damage caused by such removal and to yield up the Premises (including all installations and improvements made by Tenant) broom-clean and in the same good order and repair in which Tenant is obliged to keep and maintain the Premises by the provisions of this Lease. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord reasonable cost and expense incurred by it in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises. Tenant shall further indemnify Landlord against all loss, cost and damage resulting from Tenant's failure or delay in surrendering the Premises as above provided.

**5.1.10 Failure to Yield Up.** To further indemnify Landlord against all loss, cost and damage (including incidental, special, consequential and lost opportunity damages and reasonable attorney's fees) resulting from Tenant's failure or delay in surrendering the Premises as above provided.

**5.1.11 Estoppel Certificate.** Upon not less than ten (10) days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect and that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Base Rent and additional rent and any other charges and to perform its other covenants under this Lease (or, if there have been any modifications that the same is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets or counterclaims, setting them forth in reasonable detail), and the dates to which the Base Rent and additional rent and other charges have been paid. Any such statement delivered pursuant to this Section 5.1.11 may be relied upon by Landlord, any prospective purchaser or mortgagee of the Premises, or any prospective assignee of any such mortgagee.

**5.1.12 Modification.** If any mortgagee requires modifications of this Lease, to execute and deliver to Landlord the agreements required by such mortgage to effect such lease modification, except no such modification of the provisions of this Lease shall be made relating to the amount of Rent, the purposes for which the Premises may be used, the size and location of the Premises, the duration of the Term or the Commencement Date.

**5.1.13 Notice.** To give prompt notice to Landlord in case of fire, casualty, injury, death, damage or accidents in, to or on the Premises but in no event more than twenty-four (24) hours after any such event.

**5.2 Negative Covenants.** Tenant covenants at all times during the Term and such further time as Tenant occupies the Premises or any part thereof:

**5.2.1 Assignment, Subletting, etc.** Subject to the provisions of Exhibit B, not to assign or sublet either whole or in part the Premises without Landlord's prior written consent which consent may be withheld for any reason or for no reason. Tenant agrees to reimburse Landlord for reasonable accounting and attorneys' fees incurred in conjunction with the review, processing and documentation of any requested assignment or subletting of this Lease or Tenant's interest in and to the Premises whether or not such consent is granted. Landlord may assign this Lease at will. Tenant shall not permit the Premises to be occupied by any person or entity other than those specifically listed as a Tenant in Section 1.1 of this Lease. The Premises shall not be used for residential purposes.

**5.2.2 Nuisance, etc.** Not to injure, deface, overload, strip or otherwise harm or endanger the Premises; nor commit any nuisance; nor permit the emission of any objectionable noise or odor; nor make, allow or suffer any waste; nor make any use of the Premises which is improper, offensive or contrary to any law or ordinance or which will invalidate or increase the premiums of any insurance maintained by Landlord or Tenant.

**5.2.3 Plumbing.** That the water closets, disposals, and waste pipes shall not be used for any purpose other than those for which they are constructed for, nor shall any sweepings, rubbish or improper articles be thrown into the same: and any damage to the Premises or Building caused by the misuses of such equipment shall be borne by the Tenant.

**5.2.4 Distressed Sales.** Not to permit any auction, fire, going-out-of-business, or bankruptcy sales to be conducted within the Premises.

## **ARTICLE SIX**

### **Hazardous Waste Covenants**

**6.1 Covenants of Tenant.** The Tenant shall: (a) not use, store or dispose of any Hazardous Substance on the Premises; (b) neither directly nor indirectly transport or arrange for the transport of any Hazardous Substance to or from the Premises; (c) take all such action, including, without limitation, the conducting of engineering tests (at the sole expense of the Tenant) to confirm that no Hazardous Substance is or ever was stored on the Premises during Tenant's occupation of the same.

**6.2 Definitions.** The term "Hazardous Substance" means any substance or material (whether solid, liquid or gaseous) which is (i) defined as a hazardous substance, hazardous material, hazardous waste, hazardous constituent, toxic substance, pollutant or contaminant under any Environmental Law, (ii) a petroleum hydrocarbon, including without limitation, crude oil, gasoline, diesel fuel or any fraction, distillation or derivative thereof, (iii) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive or carcinogenic (iv) asbestos or mercury and/or (v) regulated or penalized pursuant to any Environmental Law. The term "Environmental Law(s)" means each and every law, ordinance, order, permit, regulation, or similar requirement of each and every local, municipal, state or federal governmental authority applicable to the Premises and pertaining to (i) the protection of human health, safety, the environment, natural resources and wildlife, (ii) the protection or use of surface water, groundwater, rivers, and other bodies of water, (iii) the management, manufacture possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation or handling of or exposure to any Hazardous Substance (as defined herein) or (iv) pollution, including but not limited to the Solid Waste Disposal Act, the Clean Air Act and the Federal Water Pollution Control Act and including (without limitation) the Resources Conservation Recovery Act, 42 U.S.C. 6901, et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq.; the Toxic Substances Control Act, 15 U.S.C. 2601, et seq.; the Clean Water Act, 33 U.S.C. 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C. 300(f)-300(j) – 10; the Federal Insecticide Fungicide and Rodenticide Act, 7 U.S.C. Sec. 136; the Hazardous Material Transportation Act, 49 U.S.C. Sub-Section 1801-1802; the Clean Air Act, 42

U.S.C. 7401, et seq.; M.G.L. c. 21C; M.G.L. c. 21E; The Massachusetts Contingency Plan 310 CMR 40.00 et seq.; and rules adopted under all such statutes, as well as any permits or licenses issued under such statutes and rules or any other local, state or federal agency, authority or governmental unit.

**6.3 Indemnity.** Tenant shall be solely responsible for, and shall indemnify and hold harmless the Landlord, its officers, directors, shareholders, employees, agents, successors and assigns from and against any and all loss, injury, expense, cost liability or damage directly or indirectly arising out of or attributable to Tenant's (and any party acting by, through or under Tenant) use, generation, storage, release, threatened release, discharge, disposal, or presence of any Hazardous Substance on, under or about the Premises, including without limitation: (i) the costs of any required or necessary repair, cleanup, or detoxification of the Premises, and the preparation and implementation of any closure, remedial, or other required plans; and (ii) all reasonable costs and expenses incurred by Landlord in connection herewith, including, but not limited to, reasonable attorney's fees.

## ARTICLE SEVEN

### Casualty and Taking

Should a substantial portion of the Premises or property of which they are a part, be substantially damaged by fire, or other casualty, or be taken by eminent domain, the Landlord may elect to terminate this Lease. When such fire, casualty or taking renders the Premises substantially unsuitable for their intended use, either the Tenant or Landlord may elect to terminate this Lease. All damages awarded for such taking shall belong to and be the property of Landlord whether such damage shall be awarded as compensation for diminution in value to the leasehold, or to the fee of the Premises herein leased.

## ARTICLE EIGHT

### Defaults

**8.1 Events of Default.** (a) If Tenant shall default in the performance of any of its obligations to pay the Base Rent or additional rent or any other charges due hereunder and if such default shall continue for ten (10) days or if within thirty (30) days after written notice from Landlord to Tenant specifying any other default or defaults Tenant has not corrected the default or defaults so specified, or (b) if any assignment shall be made by Tenant or any guarantor of Tenant for the benefit of creditors,

or (c) if Tenant's leasehold interest shall be taken on execution or (d) if a lien or other involuntary encumbrance is filed against Tenant's leasehold interest and is not discharged within thirty (30) days thereafter or tenant may secure a bond in favor of landlord to extinguish lien or involuntary encumbrance or (e) if a petition is filed by Tenant or any guarantor of Tenant for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the United States Bankruptcy Code as then in force and effect, or (f) if an involuntary petition under any of the provisions of said Bankruptcy Code is filed against Tenant or any guarantor of Tenant and such involuntary petition is not dismissed within thirty (30) days thereafter then, and in any of such cases, Landlord and the agents and servants of Landlord, in addition to and not in limitation of any remedies for any breach of covenant, immediately or at any time thereafter and without demand or notice and without prejudice to any remedies which might otherwise be used for arrears of Base Rent or additional rent and other charges due or breach of covenant: (1) shall immediately be entitled to all sums due and owing to Landlord (2) shall immediately be entitled to the total of all Base Rent and additional rent for the residue of the Term, (3) may enter into and upon the Premises or any part thereof or mail (or otherwise serve) a notice of termination addressed to Tenant, and repossess the same as of Landlord's former estate and expel or evict Tenant and those claiming through or under Tenant and remove its and their effects, (4) may store Tenant's effects, and those of any person claiming through or under Tenant at the expense and risk of Tenant, and, (5) if Landlord so elects may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant if any, and pay over the balance, if any, to Tenant. 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 any 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, equal to, or less than the amount of the loss or damages referred to above.

**8.2 Remedies Cumulative.** Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity, whether or not mentioned herein. Landlord's election to pursue one or more remedies, whether as set forth herein or otherwise, shall not bar Landlord from seeking any other or additional remedies at any time and in no event shall Landlord ever be deemed to have elected one or more remedies to the exclusion of any other remedy or remedies. Any and all rights and remedies that Landlord may have under this Lease, and at law and in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights

and remedies may be exercised at the same time insofar as permitted by law. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

**8.3 Landlord's Right to Cure Defaults.** Landlord may, but shall not be obligated to, cure, at any time, without notice, any default by Tenant under this Lease after the expiration of any applicable grace period set forth herein for such default except in an emergency where such notice shall be given as is reasonable in the circumstances; and whenever Landlord so elects, all costs and expenses incurred by Landlord, including reasonable attorneys' fees, in curing a default shall be paid by Tenant to Landlord on demand, together with lawful interest thereon from the date of payment by Landlord to the date of payment by Tenant.

**8.4 Effect of Waivers of Default.** Any consent or permission by Landlord to any act or omission which otherwise would be a breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise, except as to the specific instance, operate to permit similar acts or omissions.

**8.5 No Waiver, etc.** The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of funds with knowledge of the breach of any covenant of this Lease by Tenant shall not be deemed to have been a waiver of such breach.

**8.6 Holding Over.** Any holding over by the Tenant after the expiration of the term of this Lease shall be treated as a tenancy at sufferance at double the Base Rent plus the additional rent and other charges herein (prorated on a daily basis) and shall otherwise be on the terms and conditions set forth in this Lease, as far as applicable; provided, however, that the Tenant, in addition to all other rights and remedies of Landlord, shall also be responsible for those damages specified in Section 5.1.10 above and provided further that neither the foregoing nor any other term or provision of this Lease

shall be deemed to permit Tenant to retain possession of the Premises or hold over in the Premises after the expiration or earlier termination of the Term.

## ARTICLE NINE

### Additional Insurance Requirements

**9.1 Landlord as Insured.** All insurance required hereunder shall be written by companies of recognized financial standing which are authorized to do business in the Commonwealth of Massachusetts, and such insurance shall name Landlord as Additional Insured (unless prohibited by law). Additional Insured coverage shall apply to all liability or potential liability relating to, resulting from, arising out of or caused in whole or in part by, or alleged to have been caused in whole or in part by, Tenant's acts or omissions or Tenant's alleged acts or omissions and applies whether performed by the Tenant or by others on behalf of Tenant or acting through Tenant. Landlord shall not be required to prosecute any claim against, or to contest any settlement proposed by, any insurer. Such policies must apply on a primary basis in relation to Tenant's own policy(ies), be non-contributing and reference this Lease.

**9.2 Increase of Limits of Liability.** Landlord shall be permitted to increase the limits of liability of all such insurances, from time to time, at the reasonable discretion of Landlord, upon thirty (30) days written notice to Tenant.

**9.3 Evidence of Insurance/Forced Placement.** Tenant shall deliver to Landlord promptly after the execution and delivery of this Lease the original or duplicate policies evidencing all the insurance which is required to be maintained by Tenant hereunder, and Tenant shall, within thirty (30) days prior to the expiration of any such insurance, deliver other original or duplicate policies of the insurers evidencing the renewal of such insurance. Should Tenant fail to effect, maintain, or renew any insurance provided for in this Lease or pay the premium therefore or deliver to Landlord any of such policies, then, and in any of said events, Landlord, at its option but without obligation so to do, may, upon notice to Tenant, procure such insurance. Any sums expended by Landlord to procure such insurance shall be additional rent hereunder and shall be repaid by Tenant within five days following the date on which such expenditure shall be made by Landlord.

**9.4 Notice of Cancellation.** Tenant shall ensure that each such policy or certificates required hereunder shall contain an agreement by the insurance company that (a) such policy shall not be canceled without at least thirty (30) days' prior written notice to the other party, and (b) any loss otherwise payable there under (including any loss to a joint insured) shall be payable notwithstanding any act or negligence of the Landlord or the Tenant which might, absent such agreement, result in the forfeiture of all or a part of such insurance payment.

**9.5 Waiver of Subrogation.** All insurance required hereunder to be maintained by Tenant shall include a clause or endorsement denying to the insurer rights of subrogation against the Landlord. Tenant hereby waives any rights of recovery against Landlord for injury or loss due to hazards covered by such insurance.

## ARTICLE TEN

### Miscellaneous Provisions

**10.1 Security Deposit.** Upon the execution of this Lease, Tenant shall pay to the Landlord the amount of the Security Deposit specified in 1.1 above which shall be held as security for the full and timely performance of the Tenant's obligations under the terms of this Lease. In the event that Tenant defaults in respect of any of its obligations hereunder, Landlord shall have the right to apply the whole or any portion of the security deposit toward payment of any amount in default or in reduction of any damages Landlord might incur as a result of said default and such use or remedy Landlord may have under this lease or otherwise at law or in equity. If Landlord applies the security deposit or any portion thereof as aforesaid, Tenant shall, upon Landlord's request, promptly replace the amount applied in order to restore the security deposit to its original amount. Such sum shall not bear interest and may be co-mingled with the general assets of Landlord. Tenant understands that said security deposit is not to be considered prepaid rent nor shall damages be limited to the amount of such Security Deposit. In the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Tenant, or its successors or assigns, or the Guarantor, if any, the Security Deposit shall be deemed to be applied first to the payment of any Rent and/or other shares due Landlord for all periods prior to the institution of such proceedings and the balance, if any, of the Security Deposit may be retained by Landlord in partial liquidation of Landlord's damages. Landlord may deliver the Security Deposit to the purchaser of Landlord's interest in the Premises in the event that such interest be sold or transferred and thereupon Landlord shall be discharged and

released from all further liability with respect to the Security Deposit or the return thereof to Tenant, and Tenant agrees to look solely to the new Landlord for the return of the Security Deposit, and this provisions shall also apply to any subsequent transferees. No mortgagee shall be responsible for the Security Deposit, unless such mortgagee shall have actually received the Security Deposit. In the event Tenant shall fully and faithfully comply all of the terms, covenants and conditions of this lease and pay all Rent and other charges and sums payable by Tenant to landlord, the Security Deposit shall be returned to Tenant following the date of the expiration or sooner termination of the term and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

**10.2 Subordination and Attornment.** The Premises are leased subject to existing encumbrances of record, if any. Landlord shall, at all times, and from time to time, have the option to subordinate this Lease to any mortgage or deed of trust now or hereafter on the Premises by instrument in form acceptable to Landlord or Landlord's lender. Upon request of Landlord, Tenant shall execute a subordination agreement or such instrument or instruments as may be required by Landlord or Landlord's lender within five (5) days of receipt of the same by Tenant. At the option of the holder of any mortgage, Tenant shall attorn to and recognize as Landlord hereunder such holder or successor. Upon such attornment this Lease shall continue in full force and effect as a direct lease between Tenant and such holder except that such holder shall not be (i) liable for any previous act or omission by Landlord under this Lease, (ii) subject to any offset of Rent or other sums which shall thereunto have accrued to Tenant against Landlord, (iii) bound by any previous modification of this Lease not expressly provided for herein, or (iv) bound by any previous prepayment of Rent for a period greater than sixty (60) days unless such modification or prepayment shall have been expressly approved in writing by such holder or successor.

**10.3 Notices from One Party to the Other.** All notices required or permitted hereunder shall be in writing and shall be deemed duly served if and when hand delivered, sent by reputable overnight carrier or mailed by registered or certified mail postage prepaid addressed, if to Tenant, at the Original Address of Tenant or such other address as Tenant shall have last designated by notice in writing to Landlord and, if to Landlord at the Original Address of Landlord or such other address as Landlord shall have last designated by notice in writing to Tenant with a copy to:

Johnson & Borenstein, LLC  
12 Chestnut Street  
Andover, Massachusetts 01810

Attn: Mark B. Johnson  
Email: Mark@jblclaw.com  
Fax: 978-475-6703

If more than one (1) Tenant, notice to any one Tenant shall be deemed as notice to all Tenants. Each Tenant hereby appoints each other Tenant to be his or her or its agent and attorney-in-fact for the receipt of all notices required or permitted hereunder.

**10.5 Lease Not To Be Recorded.** Tenant agrees that it will not record this Lease nor any notice or short form thereof. Any recording or attempted recording shall be deemed a default hereof.

**10.6 Brokerage.** Tenant warrants and represents that, Tenant has dealt with no broker in connection with this Lease or the Premises. In the event of any brokerage claims by any broker against Landlord predicated upon prior or other dealings with Tenant, Tenant agrees to defend the same and indemnify and hold Landlord harmless against any such claim.

**10.7 Signage.** Tenant shall not install, erect, affix, or display any sign, announcement, placard, antenna, or other advertisement, equipment or apparatus (collectively "Signs") that may be visible from the exterior of the property of which the Premises are a part without first obtaining Landlord's written approval as to whether the same shall be so installed or placed and, if so, as to the location, number, type and appearance of each thereof. All Signs shall be at Tenant's sole cost, risk and expense. To the extent Landlord permits any Signs, the design, size and location of the same shall conform to all applicable regulations and statutes, must be licensed when required, and shall conform to Landlord's standard sign criteria, as same may, from time to time, be changed by Landlord. Any replacement Signs which Tenant may desire to erect shall first be approved in writing by Landlord. Tenant shall remove all of its Signs upon expiration of the term or earlier termination and shall promptly repair any damage related to the erection or removal of said Signs and restore the Premises to their original condition. Tenant shall not affix any signs to the glass of any doors of the Premises.

**10.8 Accord and Satisfaction.** No payment by Tenant, or receipt by Landlord, of a lesser amount than the Base Rent, additional rent and other payments herein stipulated shall be deemed to be other than on account of the earliest stipulated Base Rent, additional rent or other payment due. Any endorsement or statement on any check or any letter accompanying any check or payment shall be

without prejudice to Landlord's right to recover the balance of such Base Rent, additional rent or other payment due or pursue any other remedy in this Lease provided.

**10.9 No Partnership.** Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with Tenant.

**10.10 Entire Agreement.** This Lease and the exhibits attached hereto (if any) and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. This Lease has been drafted with the joint participation of each of the parties hereto in consultation with their respective counsel and shall not be interpreted as against one over the other by reason of authorship.

**10.11 Limitation of Liability.** Tenant agrees to look solely to Landlord's interest in the Building for the recovery of any monetary judgment against Landlord. Accordingly, Landlord's obligations and liability with respect to this Lease shall be limited solely to Landlord's interest in the Building, as such interest is constituted from time to time, and no officer, employee, director, trustee, shareholder, beneficiary, or partner of Landlord, shall have any personal liability whatsoever with respect to this Lease.

**10.12 Third-Party Beneficiaries.** Nothing herein, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than the parties hereto, any rights, remedies, or other benefits under or by reason of this Lease.

**10.13 Applicable Law and Construction.** This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflict of laws principles. If any provisions of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby. The parties submit to the exclusive jurisdiction of the state and federal courts of Massachusetts in the event of any dispute arising under this Lease. This Lease may be amended, and the provisions hereof may be waived or modified, only by instruments in writing

executed by Landlord and Tenant. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them respectively. Time is of the essence with respect to all dates mentioned in this Lease. If there be more than one Tenant, the obligations imposed by this Lease upon Tenant shall be joint and several for all Tenants.

**10.14 Guarantor.** Annop Suriyawong shall personally guarantee this Lease; the form of said Guaranty is attached as Exhibit C to this Lease.

**10.15 Exhibits.** Exhibit A and Exhibit B are herein incorporated by this reference.

[SIGNATURES APPEARS ON NEXT PAGE]

[end of page]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first written above:

WITNESS:

*Rolfe Lanni, Witness*

LANDLORD:

**LYMZ, LLC:**

a Massachusetts limited liability company

By: *[Signature]*

Name: Michael Mei

Title: Manager

TENANT:

**NAK RICH INFINITY, LLC**

a Massachusetts limited liability company

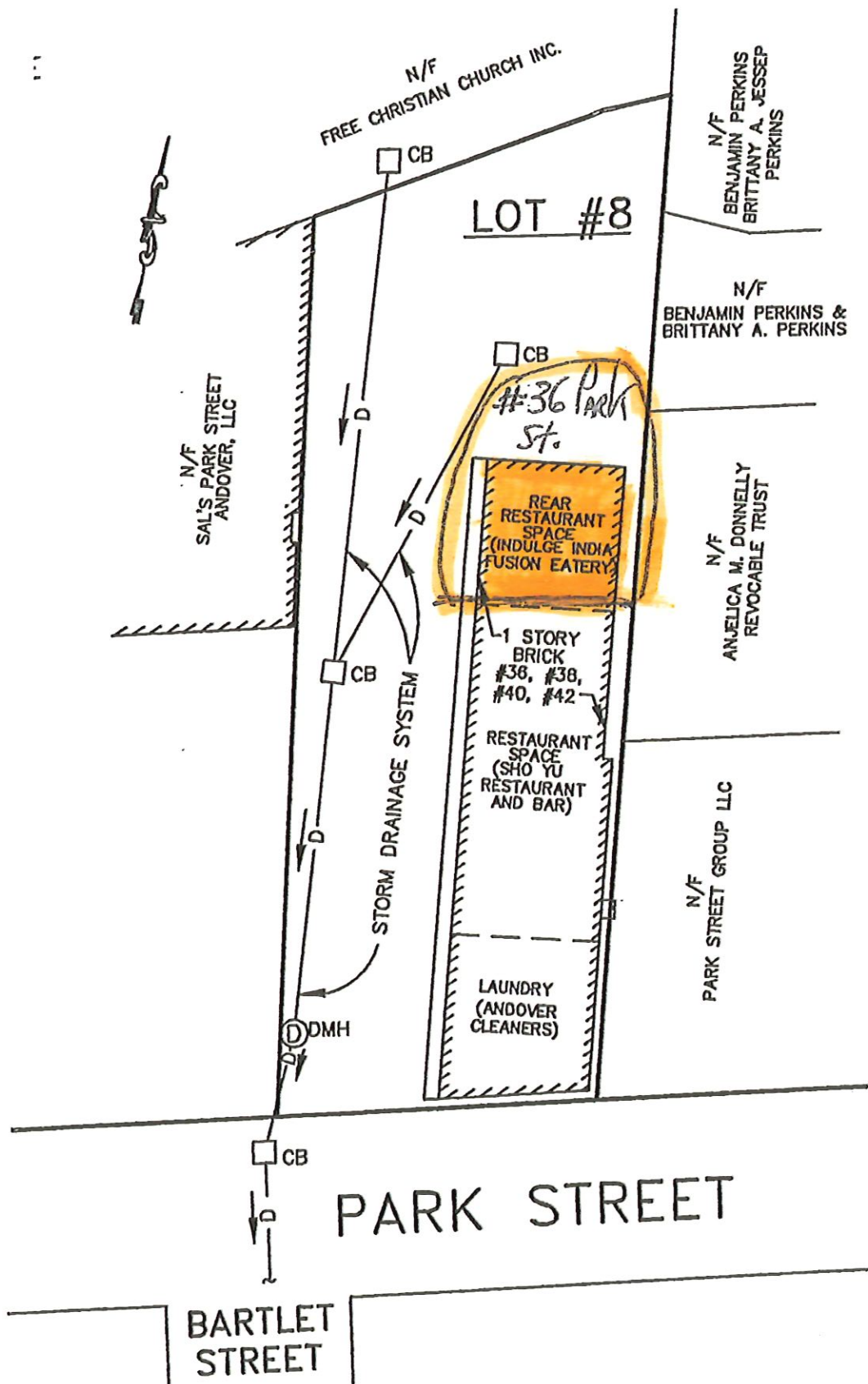
WITNESS:

\_\_\_\_\_  
*Rolfe Lanni, Witness*

\_\_\_\_\_  
Print:

*T. Pomitpichetwong*  
Print:

**EXHIBIT A**



N/F  
FREE CHRISTIAN CHURCH INC.

LOT #8

N/F  
BENJAMIN PERKINS  
BRITTANY A. JESSEP  
PERKINS

N/F  
BENJAMIN PERKINS &  
BRITTANY A. PERKINS

N/F  
SAL'S PARK STREET  
ANDOVER, LLC

#36 Park St.

REAR  
RESTAURANT  
SPACE  
(INDULGE INDIA  
FUSION EATERY)

1 STORY  
BRICK  
#36, #38,  
#40, #42

RESTAURANT  
SPACE  
(SHO YU  
RESTAURANT  
AND BAR)

LAUNDRY  
(ANDOVER  
CLEANERS)

N/F  
ANJELICA M. DONNELLY  
REVOCABLE TRUST

N/F  
PARK STREET GROUP LLC

PARK STREET

BARTLET  
STREET

## EXHIBIT B

### ASSIGNMENT AND SUBLETTING BY LESSEE

Lessor's Consent Required. Except as otherwise set forth herein, Lessee shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer all or any part of Lessee's interest in the Lease or in the Premises without the prior written consent of the Lessor, which Lessor shall not commercially unreasonably withhold; provided, however, along with the request for assignment of the Lease, the Lessee shall deliver financial statements indicating the proposed assignee's income and net worth for the previous three (3) years and other documentation and requests for information reasonably requested by Lessor. Lessor shall respond to Lessee's request for consent hereunder within a commercially reasonable time. Any attempted assignment, transfer or subletting without such consent shall be void, and shall constitute a breach of this Lease. The Lessor may freely assign this Lease and Lessor's interest therein without the consent of the Lessee, provided, however, the Lessor shall provide the Lessee notice of any such assignment.

Lessee Affiliate. Notwithstanding the provisions of Section 11.01 hereof, Lessee may assign this Lease, or any interest therein, without Lessor's consent, to any corporation which controls, is controlled by or is under common control with Lessee, or to any corporation resulting from the merger or consolidation with Lessee, or to any person or entity which acquires all of the assets of Lessee as a going concern of the business that is being conducted on the Premises, provided that said assignee assumes, in full, the obligations of Lessee under this Lease. No such assignment shall, however, release Lessee from any liability hereunder, and Lessee shall remain jointly and severally liable with any such assignee. The Lessee shall deliver to Lessor written notice of any proposed assignment under this Exhibit B at least thirty (30) days prior to such assignment.

Attorneys' Fees. In the event Lessee shall assign or sublet the Premises under this Lease or request the consent of Lessor to any assignment or subletting, or if Lessee shall request the consent of Lessor for any act Lessee proposes to do, then Lessee shall pay Lessor's reasonable attorneys' and other professional fees incurred in connection therewith.

**EXHIBIT C**

**LEASE GUARANTY**

**Of Annop Suriyawong**

THIS LEASE GUARANTY (as it may be amended and/or restated from time to time, this "Guaranty") is made as of August 1, 2025, by Annop Suriyawong, whose residential address is 23 JEFFERSON ST APT 2, LYNN, MA 01902 (the "Guarantor"), for the benefit of NAK RICH INFINITY, LLC (the "Tenant"), and LYMZ, LLC (the "Landlord").

WHEREAS, Landlord and Tenant entered into that certain Commercial Lease dated as of August 1, 2025, for the lease of the property at 36 Park St., Andover, MA (the "Leased Premises") (collectively, as amended and/or restated from time to time, the "Lease");

WHEREAS, as a condition to entering into the Lease, Landlord is requiring that Guarantor guarantee payments of amounts due and payable under the Lease and the performance by Tenant of all terms and conditions thereof as hereinafter set forth; and

WHEREAS, Guarantor acknowledges that the Lease will result in a direct and material benefit to Guarantor and Tenant.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby covenants and agrees with Landlord and Tenant and their successors and assigns, as follows:

1. Guarantor hereby (a) unconditionally and irrevocably guarantees the prompt, punctual and full payment of the rent and other amounts due under the Lease in accordance with the terms thereof as completely as if such guarantee had been made by Guarantor on the face of the Lease; (b) unconditionally and irrevocably guarantees the prompt, punctual and full performance by Tenant of any and all of the agreements, covenants, terms and conditions agreed to be performed by Tenant under the provisions of the Lease; and (c) covenants and agrees that in the event of default in payments or any default in the performance of any of the terms, covenants or conditions thereof, Guarantor will promptly make or cause such payment to be made or will perform or cause to be performed all such terms, covenants and conditions regardless of (i) whether Landlord shall have taken any steps to enforce any rights against Tenant or any other person to collect such sum or any part thereof or (ii) the termination as a result of the default of Tenant thereunder. Guarantor also agrees to pay to Landlord such further amount as shall be sufficient to cover the cost and expense of collecting such sums or any part thereof or of otherwise enforcing this Guaranty, including, without limitation, reasonable attorneys' fees and costs.

2. Guarantor does hereby further agree that Guarantor's obligations, covenants and agreements hereunder as Guarantor shall not be prejudiced, impaired or affected by reason of the happening from time to time of any of the following, although without notice to or the further consent of Guarantor: (i) the waiver by Landlord of the performance or observance by Tenant,

Guarantor or any other party of any of the agreements, covenants or conditions contained in the Lease or this Guaranty; (ii) any renewal or extension that may be made of the time of payment of any sums owing or payable under the Lease or of the time for performance by any party obligated thereto of any of the terms and provisions of the Lease, or of any other sums or obligations under or arising out of or on account of the Lease or this Guaranty, or the renewal of the Lease or this Guaranty; (iii) any assignment of the Lease or subletting of the Leased Premises or any part thereof (except as permitted under the terms of the Lease); (iv) the modification or amendment (whether material or otherwise) of any of the obligations of Tenant or Guarantor under the Lease or this Guaranty; (v) the doing or the omission of any of the acts referred to in the Lease or this Guaranty (including, without limitation, the giving of any consent referred to in the Lease or this Guaranty); (vi) any failure, omission or delay on the part of Landlord to enforce, assert or exercise any right, power or remedy conferred on or available to Landlord in or by the Lease or this Guaranty, or any action on the part of Landlord granting indulgence or extension in any form whatsoever; or (vii) the voluntary or involuntary liquidation, dissolution, sale of any or all of the assets, marshaling of assets and liabilities, receivership, conservatorship, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting, Tenant or Guarantor or any of Tenant's or Guarantor's assets. Notwithstanding anything to the contrary, an assignment of any or all of Tenant's rights and duties under the Lease shall not relieve Guarantor of any obligation hereunder.

3. This Guaranty is and shall be construed to be an absolute, unlimited and continuing guaranty of payment and performance, and the liability of Guarantor hereunder shall not be affected, impaired or discharged, in whole or in part, by reason of an extension or discharge that may be granted to Tenant by any Court in proceedings under the Bankruptcy Code, any amendments thereof, or under any State or other Federal Statutes. In the event of the rejection or disaffirmance of the Lease by Tenant or Tenant's trustee in bankruptcy pursuant to bankruptcy law or any other law affecting creditors' rights, Guarantor will, and does hereby (without the necessity of any further agreement or act), assume all obligations and liabilities of Tenant under the Lease to the same extent as if (a) Guarantor were originally named Tenant under the Lease, and (b) there had been no such rejection or disaffirmance. Guarantor shall confirm such assumption in writing at the request of Landlord upon or after such rejection or disaffirmance.

4. Landlord shall have the right to proceed against Guarantor or any other guarantor, if any, immediately upon any default by Tenant in payment or performance of any obligation under the Lease and shall not be required to take any action or proceedings of any kind against Tenant or any other party liable for Tenant's debts or obligations or any security that Landlord may hold. Should Landlord desire to proceed against Guarantor and Tenant in the same action, Guarantor agrees that it may be joined in any such action against Tenant and that recovery may be had against Guarantor to the extent of his liability in such action.

5. From such time as Landlord may call upon Guarantor to honor, pay or perform all or part of any obligation of Tenant, and if Guarantor fails to honor such demand, the debt or obligation owed Landlord pursuant to this Guaranty shall bear interest at the lesser of (i) 15% per annum or (ii) the highest rate permitted by applicable law. In case Guarantor fails or refuses to honor this Guaranty, Landlord is hereby authorized to utilize such legal means as it deems proper

to enforce this Guaranty, through the efforts of its employees, agents or attorneys, and Guarantor shall pay all costs of collection, including attorneys' fees and costs.

6. This Guaranty shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of Guarantor and Landlord. Landlord shall have the right to assign and transfer this Guaranty to any Landlord assignee of the Lease without notice to Guarantor. Landlord's successors and assigns shall have the right to rely upon this Guaranty and to enter into and continue other and additional transactions with Tenant in reliance hereon in the same manner and with the same force and effect as if they were specifically named as Landlord herein.

7. This Guaranty shall be governed by the laws of the State of Massachusetts. This Guaranty may not be modified or amended except by a written agreement duly executed by Guarantor and Landlord.

8. Notice of acceptance of this Guaranty and notice of any obligations or liabilities contracted or incurred by Tenant are hereby waived by Guarantor. Guarantor hereby waives presentment, notice of dishonor, protest and notice of non-payment or non-performance.

9. Any notice which Landlord may elect to send to Guarantor shall be binding upon Guarantor if (a) hand-delivered to Guarantor or (b) sent to Guarantor at the address set forth above or Guarantor's last address known to Landlord, by (i) United States Certified or Registered Mail, Return Receipt Requested and shall be deemed effective upon hand-delivery or two (2) days after the date of mailing or (ii) overnight delivery by a national delivery service such as Fedex and shall be deemed effective upon hand-delivery or one (1) day after the date of dispatch.

10. Landlord or its assigns shall have the right (but not the obligation), without affecting Guarantor's obligations hereunder and without demand or notice, to collect first from Tenant, and to exercise its rights of setoff against any asset of Tenant, and to otherwise pursue and collect from Tenant any other indebtedness of Tenant to Landlord or its assigns not covered by this Guaranty, and any sums received from Tenant, whether by voluntary payment, offset or collection efforts, may be applied by Landlord or its assigns as it sees fit, including the application of all such amounts to other debts not guaranteed by Guarantor. Guarantor hereby agrees that Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever and no right of recourse to or with respect to any assets or property of Tenant even upon payment in full of all indebtedness and obligations of Tenant to Landlord or its assigns.

11. This Guaranty is and shall be construed to be an absolute and continuing guaranty. Guarantor hereby represents that the Lease will result in a direct and material benefit to Guarantor and Tenant. Guarantor hereby waives, to the maximum extent permitted by law, all defenses available to a surety, whether the waiver is specifically herein enumerated or not.

[SIGNATURE APPEARS ON NEXT PAGE]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty under seal as of the day and year first set forth above.

GUARANTOR:

*Annop Suriyawong*

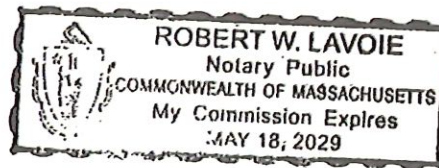
Print Name: Annop Suriyawong

Commonwealth of Massachusetts

Essex, ss

On this Aug 19, 2025, before me, the undersigned notary public, personally appeared Annop Suriyawong, proved to me through satisfactory evidence of identification, being (check whichever applied):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be voluntarily signed by him/her for the stated purposes.

*Robert W. Lavoie*  
print name: ROBERT W. LAVOIE  
Notary Public  
My commission expires: 5-18-2029





## TOWN OF ANDOVER

### TOWN CLERK'S OFFICE

36 Bartlet Street  
Andover, MA 01810  
978-623-8230  
www.andoverma.gov

## SPECIAL ONE DAY LIQUOR LICENSE FOR AN OUTDOOR EVENT ON TOWN PROPERTY APPLICATION

BUSINESS/ORGANIZATION INFORMATION	
BUSINESS/ORGANIZATION NAME:	OAK & IRON Brewing Co.
BUSINESS/ORGANIZATION ADDRESS:	18 Red Spring Rd Andover MA 01810
IS THIS A BUSINESS OR NON PROFIT ORGANIZATION?	<input checked="" type="checkbox"/> BUSINESS <input type="checkbox"/> NON PROFIT ORGANIZATION
SOCIAL SECURITY/FID #:	[REDACTED]
INDIVIDUAL APPLICANT INFORMATION (THIS INFORMATION IS REQUIRED FOR ALL APPLICATIONS)	
NAME:	James Cass
ADDRESS:	15 Great Lake Lane
PHONE:	973.936.3510
EMAIL:	Jim@OAKANDIRONBrewing.com
DRIVER'S LICENSE #/STATE OF ISSUE:	[REDACTED]
DATE OF BIRTH:	[REDACTED]
EVENT INFORMATION	
DATE OF EVENT:	FEB. 01 2026
TIME:	Start Time 11 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM End Time 2 : 00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
PURPOSE OF EVENT:	Andover Winter Fest 2026
LOCATION OF LICENSED ACTIVITY:	Pomps Pond
DESCRIPTION OF OUTDOOR AREA:	We'll setup a Beer garden in the fenced in area on the beach near the Refreshment Center.
WILL THERE BE ENTERTAINMENT?	Family Activities including Ice fishing
IS THE EVENT BEING CATERED?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If no, will food be served? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO)
APPROX NUMBER OF PEOPLE ATTENDING:	Adults 250 Children 100 EST.

\* Food includes Hot dogs / Hamburger on the grill

PURCHASE AND SERVICE	
IS THE ALCOHOL BEING DONATED?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
WHERE IS THE LIQUOR BEING PURCHASED FROM?	OAK & IRON BREWING Co.
ARE THEY A LICENSED WHOLESALER?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
WHO WILL BE SERVING THE ALCOHOL?	OAK & IRON TIPS CERTIFIED STAFF
IS AT LEAST ONE SERVER TIPS CERTIFIED OR HAVE COMPARABLE SAFETY TRAINING?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

SECURITY PLAN	
1. DESCRIBE A PLAN FOR CROWD CONTROL.	SEE ATTACHED
2. DESCRIBE A PLAN FOR DEALING WITH UNRULY PATRONS.	See Attached
3. DESCRIBE A PLAN FOR EMERGENCY EVACUATIONS.	See Attached
4. DESCRIBE A PLAN FOR CONTROLLING ACCESS TO ALCOHOL BY UNDER AGED PATRONS.	See Attached

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Andover.

SIGNATURE: James R. Cow DATE: 12.19.2025

This application must be pre-approved by the Police Department, Fire Department, Health Department, Building Division, and Treasurer before final approval by the Select Board.

TAX FORM

APPLICANT NAME: James Cess

I certify under penalties of perjury that the above named applicant has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

James R. Cess  
Signature of Individual or Corporate Name (Mandatory)

James R. Cess  
By: Corporate Officer (if corporation)

  
Social Security# (if individual)

  
Federal Identification Number (FID# if Corporation or Non Profit#)

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

*Your Social Security or FID number will be furnished to the Massachusetts Department of Revenue to determine if you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. General Laws C. 62c s.49A.*





# Security Plan

## Controlling Alcohol Perimeter

- Permanent chain-linked fencing surrounding the beer garden
  - excluding: entrance, exit
- There will be a NO BEER BEYOND THIS POINT sign at the exit

## Controlling Access to Alcohol

- Server's Role: ID, pour, transact and handle inventory
- Server responsibility: 1. serve 21+. 2. no 3<sup>rd</sup> party. 3. Don't serve intoxicated

## Controlling Unruly Customers

- Highly unlikely (audience, time of day, nature of event)
- All servers TIPS certified
- Police nearby if needed

## Provisions for Crowd Control

- Plenty of space for anticipated population
- Police nearby if needed

## Emergency Evacuation

- Out the Entrance / Exit
- Climb over the 4' chain-linked fencing



A SECTRAKING COMPANY

# CERTIFICATE OF COMPLETION

This certifies that

**James Cass**

is awarded this certificate for

**TIPS On-Premise Alcohol Server Training**



Official Signature

NON-REPRODUCTION OF THIS CERTIFICATE IS PROHIBITED

3524 Collins Road Parkway, Suite 100 | Austin, TX 78703 | 377.581.2070 | www.360training.com



CERTIFIED



James Cass



Phone: 800-438-8477

www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature \_\_\_\_\_

# WINTER FEST

Hosted by Andover Recreation, Youth Services & Conservation

**Sunday, February 1st, 2026**

**11:00 am - 2:00 pm**

**Location: Poms Pond**

**147 Abbot St. Andover**

*Ice Fishing Derby*

*Guided Hikes*

*Wildlife Demo*

*Ice Rescue Demo*

*And Oh yes... Oak & Iron Beer*

# POMPS POND

POND \* BEACH \* PARKING \* RECREATION AREA



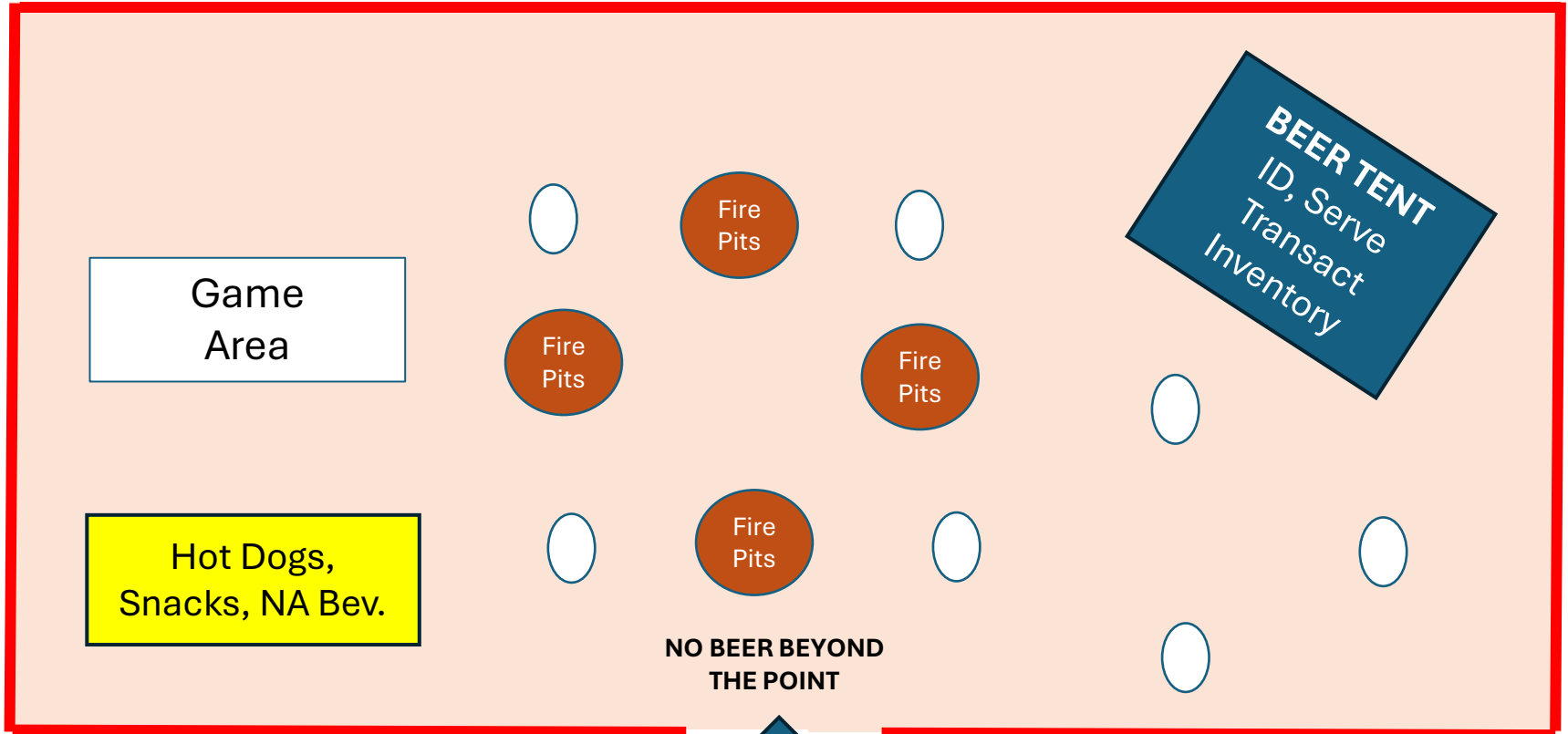
## Fenced in Area

- Beer Tent
- Hot Dogs, Smores
- NA beverages
- Tables, Fire Pits

# Beer Tent

within the fenced-in area

EVERYONE IS WELCOME



Tables



Fire Pits

Alcohol Perimeter barricade



# Security Plan

## Controlling Alcohol Perimeter

- Chain-linked fencing surrounding the beer tent & activity area
  - excluding: entrance, exit
- NO BEER BEYOND THIS POINT sign at the exits

## Controlling Access to Alcohol

- Server's Role: check ID before serving
- Server responsibility: 1. serve 21+. 2. no 3<sup>rd</sup> party. 3. Do not serve intoxicated

## Controlling Unruly Customers

- Highly unlikely (audience, time of day, nature of event)
- All servers TIPS certified
- Police nearby if needed

## Provisions for Crowd Control

- Plenty of space for anticipated population
- Police nearby if needed

## Emergency Evacuation

- Out the Entrance / Exit
- Climb over the 4' chain-linked fencing

# Key Operational Details

<b>Administrative:</b>	One day liquor license application with all supporting docs. submitted
<b>Set Up &amp; Shut Down:</b>	Set up: Sunday 10:00 AM Operational by 11:00 AM – 2:00 PM Clean up and exit by 3:00 PM
<b>Supply Route:</b>	Drive beer to parking lot, transport beer via cooler to serving area
<b>Serving Time:</b>	11:00 AM – 2:00 PM
<b>Serving:</b>	Iced cans to compostable and bio-degradable cups
<b>Variety &amp; Pricing:</b>	Three varieties. Pricing includes materials, cups, tax, etc.
<b>Beer Consumption:</b>	Consumed in the fenced in area. Exit sign: NO BEER BEYOND THIS POINT
<b>Food:</b>	Free hot dogs and snacks
<b>Trash:</b>	Trash barrels within the fenced in area



## **Tri-Board Meeting Minutes**

Wednesday, December 3, 2025 at 7:00 PM

Memorial Hall Library

2 North Main Street, Andover, MA 01810

Meetings are televised on Comcast Channel 22 and Verizon Channel 45

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### **I. Call to Order - 7:00 P.M.**

The Chairs of the Select Board, School Committee, and Finance Committee called the meeting to order at Memorial Hall Library at 7:00 P.M.

Select Board members present were Chair Alex Vispoli, Vice-Chair Ellen Townson, Laura Gregory, Kevin Coffey, and Clerk Melissa Danisch.

The School Committee members present were Chair Shauna Murray, Vice-Chair Dr. Lauren Conoscenti, Jake Tamarkin, Lauren Diffenbach, and Chris Shepley.

The Finance Committee members present were Chair Paula Colby Clements, Vice-Chair Kim Perry, Brian Major, William Haskell, Andy McBrien and Diedre Lockhart Not in attendance: Emran Baqui, Jerry Pendleton

Others in attendance included Town Manager Andrew Flanagan, Deputy Town Manager/Town Clerk Austin Simko, Deputy Town Manager Mike Lindstrom, Deputy Town Manager of Administration & Finance Alex Magee, Town Counsel Doug Heim, School Superintendent Dr. Magda Parvey and Assistant School Superintendent of Finance and Administration Keith Taverna.

### **II. Opening Ceremonies**

#### **A. Moment of Silence/Pledge of Allegiance**

A moment of silence was observed, followed by the Pledge of Allegiance.

### **III. Town Manager's Presentation**

#### **Town Manager Andrew Flanagan presented the Recommended FY 2027-2031 Capital Improvement Program and Preliminary Overview of FY2027 Budget**

Town Manager Andrew Flanagan presented the budget model, explaining that revenues are primarily derived from property taxes, state aid, and local receipts. He noted that major obligations such as the CIP and fixed costs are funded first, followed by operating budgets which are projected to increase by 2.75% for the Town and 3.75% for the schools, as they have for the past decade.

Mr. Flanagan then outlined the recommended CIP totaling \$50,758,394. Funding sources include \$3,237,200 from General Fund Revenue, \$13,238,000 from General Fund Borrowing, \$5,807,000 from Free Cash, \$100,000 from Cemetery Funds, \$2,041,194 from Chapter 90 Funds, and \$26,335,000 from Water & Sewer Enterprise Funds.

Major projects include \$5 million for Phase 1 of the Sidewalk Program, \$12M for year one of Water Main Replacement Program, \$4M from General Fund Borrowing and \$1M Free Cash for Chandler Road Recreation Area Phase Two, \$2.2M for a new ladder truck, \$1M for technology upgrades, and \$200,000 for trash and recycling toters. School projects include an ADA-compliant playground at Sanborn, Doherty Middle School upgrades, and a security vestibule at West Middle School.

Andy McBrien asked what would happen to the \$5M if the Chandler Road Project doesn't move forward. Mr. Flanagan said that we would simply pull it. Kevin Coffey asked if the Chandler Road Project would be a standalone warrant article at Town Meeting or buried in the CIP. Mr. Flanagan responded he is on board with it being identified as its own request, whether it be a part of an article or A and B or standalone article. Mr. Coffey also asked if we would be comparing the last CIP to see how we did and are we carrying forward unused capital. Mr. Flanagan explained that last year we asked for repurposing of existing balances they all get applied and netted out in this CIP. Mr. Flanagan added that we look at the CIP very closely to monitor our progress.

Paula Colby-Clements asked about Town bridge evaluation and maintenance. Mr. Flanagan explained that he discussed it with Carlos Jaquez (DPW Director) and they are trying to plan for the bigger project to the extent they know and that there are sufficient funds available for whatever they need to do in the short term. Brian Major asked if we could highlight private funds being supplied by the PTO or other sources when discussing the park project at Sanborn.

He also emphasized that the CIP meets the 7.27% target for Capital Spending within the levy and that Free Cash allocation represents 22.13% of the certified balance, with a five-year average of 19.58%. He also noted that health insurance costs are projected to increase by 10% to 14%, or \$3.3M to \$3.8M, marking the largest increase in over a decade.

The preliminary FY2027 Budget snapshot included projected revenues totaling \$243,615,779, an increase of 4.36%. Despite external challenges, the budget remains balanced while maintaining commitments to capital investment, operating budget increases, pension and OPEB funding, and reserves.

Alex Vispoli complimented the Town Manager on the presentation and recognized the department and division heads present to show support of the CIP.

## **VII. Public Comment**

Kathy Grant from 83 Morton Street asked if there was a way to see what was spent in FY25 compared to what was budgeted. Mr. Flanagan said that's included in the end of year financials which are supplied to the Select Board. She also had concerns about the Town listing out all the separate projects and Mr. Flanagan said that it is all presented in the CIP Book, included in the Finance Committee Report and on a slide at Town Meeting. George Thorlin from 115 Summer Street pointed out the absence of funding for Andover High School renovation or replacement in the five-year plan. The Town Manager explained that it

is an entirely different process for budgeting and that we've had several public meetings and forums regarding the high school and that it will be on a warrant article. Connor Murray from 410 High Plain Road asked about water infrastructure and why we are replacing our pipes. Mr. Flanagan explained that it is due to mainly replacing the aging unlined cast-iron pipes.

#### **VIII. Motions to Adjourn**

The Select Board voted to adjourn following a motion by Melissa Danisch and a second by Laura Gregory. The School Committee adjourned after a motion by Lauren Conoscenti and a second by Jake Tamarkin. The Finance Committee adjourned after a motion by Brian Major and a second by Kim Perry. All motions passed unanimously. The meeting adjourned at approximately 8:58 PM.