Office Use Only:
Date Pmt Rec'd: _____ Fee Paid: $_____ Check No: _____
Police Department approval issued ☐ Notes: _____
Meets applicable zoning bylaws ☐
Certificate of Occupancy issued ☐
Board of Health Permits issued ☐

Board of Selectmen Decision Date _____
Approved ☐ Denied ☐

TOWN OF NATICK

COMMON VICTUALER LICENSE APPLICATION

(Type or print clearly; illegible applications will not be accepted)

For Calendar Year: 2019 **Date Submitted:** _____ **Fee: $100.00**

The undersigned hereby applies for a Common Victualer License in accordance with the provisions of the Statutes relating thereto:

☐ **Common Victualer License Only** ☐ **Common Victualer with Liquor License**

Name of Person, Firm, or Corporation Making Application (Licensee):
Sol de Mexico bar & Grill II Inc.

Name of Establishment (d/b/a) Sol de Mexico Cafe & ~~taquería~~ Grill

Address of Establishment 215 W. Central St. Natick, MA

Mailing address (***if different from establishment***) 191 Mechanic St
Bellingham, MA 02019

Contact Person (**to whom *ALL* licensing information will be sent, *including renewal notice and license***)
Brenda E. Tamez Flores

Email Address btamezfl@hotmail.com Phone (302) 538-0807

Manager of Establishment Brenda Tamez

Email Address solmexico18@gmail.com Phone _____

If Business is a Corporation, Corporate Name and Officers _____

If Business is an LLC, List of Members Manuel Carranza Lopez

Establishment's Days and Hours of Operation Monday - Sunday 7:00am - 10:00pm

Number of Staff 4 Number of Seats 15

Has a Certificate of Occupancy been issued? _____ If not, expected date of issuance _____

Have Board of Health Permits been issued? _____ If not, expected date of issuance _____

Additional Information Requested by the Town of Natick Police [redacted]

Applicant's Social Security Number or Employee I.D. Number [redacted]

Date of Birth 10/04/1965

I, the Undersigned, state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge.

Tax Attestation: Furthermore, Pursuant to MGL Ch. 62C, Sec 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Print Name of Applicant or Corporate Officer Manuel Carranza Lopez

Signature of Applicant or Corporate Officer Manuel Carranza

Date 02/13/19

Please print and submit completed application and all required supporting materials as listed below to the Board of Selectmen's Office (508-647-6410), Natick Town Hall, 13 East Central Street, Natick, MA 01760. See additional important licensing information on the Town website at natickma.gov: click on Government, then on Board of Selectmen, then on Grants, Licenses & Permits. Contact the Community & Economic Development Office (508-647-6450) and the Board of Health (508-647-6460), both located on the second floor of Town Hall, and the Town Clerk's Office (508-647-6430), located on the first floor of Town Hall, regarding any other zoning regulations, building requirements, permits, etc. pertaining to your application for a common victualer's license. A common victualer's license, if approved, will be issued only if all zoning regulations are met and a Certificate of Occupancy and Board of Health permits are issued.

Required documents:

1. **Proof of Workers Compensation Insurance (if applicable)**
2. **Workers' Compensation Insurance Affidavit**
3. **Set of floor plans and site plan*** (If renewing a license and changes have been made to the premises in the previous 12 months, a revised set of floor plans and site plan must be submitted)**
4. **List of equipment and estimated cost*****
5. **Copy of Bill of Sale or Lease Agreement*****
6. **If a Corporation, a copy of Articles of Organization; if an LLC, a copy of the Membership Agreement and list of members*****
7. **$100.00 Application fee (checks made payable to the Town of Natick)**

**** New Applicants Only (see exception for item #3)*

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $250.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

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

Identification Number: 001365019

ARTICLE I

The exact name of the corporation is:

SOL DE MEXICO BAR & GRILL II, INC

ARTICLE II

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

ARTICLE III

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

Class of Stock	Par Value Per Share Enter **0** if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		Num of Shares	*Total Par Value*	*Num of Shares*
CNP	$0.00000	1,000	$0.00	100

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

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

ARTICLE V

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

NO SHAREHOLDER, INCLUDING THE EXECUTOR OR ADMINISTRATOR OF A DECEASED SHAREHOLDER, SHALL HAVE THE RIGHT TO SELL, TRANSFER (BY GIFT OR OTHERWISE), PLEDGE OR ENCUMBER HIS STOCK IN THIS CORPORATION UNLESS HE SHALL FIRST HAVE OFFERED IN WRITING TO SELL SUCH STOCK TO THE CORPORATION (OR IF THE CORPORATION F

ARTICLE VI

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

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

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

Name: JOSE MANUEL CARRANZA LOPEZ
No. and Street: 191 MECHANIC ST
SUITE 1
City or Town: BELLINGHAM State: MA Zip: 02019 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	JOSE MANUEL CARRANZA-LOPEZ	191 MECHANIC ST BELLINGHAM, MA 02019 USA
TREASURER	JOSE MANUEL CARRANZA-LOPEZ	191 MECHANIC ST BELLINGHAM, MA 02019 USA
SECRETARY	JOSE MANUEL CARRANZA-LOPEZ	191 MECHANIC ST BELLINGHAM, MA 02019 USA
VICE PRESIDENT	JOSE MANUEL CARRANZA-LOPEZ	191 MECHANIC ST BELLINGHAM, MA 02019 USA
DIRECTOR	JOSE MANUEL CARRANZA-LOPEZ	191 MECHANIC ST BELLINGHAM, MA 02019 USA

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

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

RESTAURANT

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

EST PRICE AT WHICH HE IS WILLING TO SELL THE SAME, AND THE CORPORATION AND/OR THE OTHER SHAREHOLDERS HAVE EITHER REFUSED TO PURCHASE ALL OF SAID OFFERED STOCK OR HAVE NEGLECTED TO EXERCISE THEIR OPTION TO PURCHASE WITHIN TWENTY (20) DAYS AFTER THE MAILING OF SUCH NOTICE AS HEREINAFTER SET FORTH. ANY SHARE HOLDER OFFERING TO SELL HIS STOCK AS AFORESAID, SHALL STATE IN WRITING THE PRI CE AT WHICH HE DESIRES TO SELL SAID STOCK, AND THE CORPORATION SHALL HAVE TH E RIGHT TO PURCHASE SAID STOCK AT THE PRICE SO STATED PROVIDED THE CORPORATI ON SHALL NOTIFY THE SELLING SHAREHOLDER IN WRITING WITHIN TWENTY (20) DAYS A FTER THE MAILING TO IT OF THE OFFER TO SELL THAT IT ELECTS TO EXERCISE ITS OPTION TO PURCHASE. IF THE CORPORATION SHALL FAIL TO ACCEPT THE OFFER TO PURCHASE T HE STOCK WITHIN TWENTY (20) DAYS AFTER THE MAILING OF THE NOTICE TO IT, THE CO RPORATION SHALL DELIVER TO THE SELLING SHAREHOLDER A LIST OF ITS SHAREHOLDER S AND THEIR MAILING ADDRESSES AS THEY APPEAR ON THE CORPORATION'S RECORDS, AND THE SELLING SHAREHOLDER SHALL SEND A SIMILAR NOTICE TO THE SHAREHOLDER S AS DISCLOSED BY THE CORPORATION. EACH SHAREHOLDER DESIRING TO PURCHASE SH ARES SHALL NOTIFY THE SELLING SHAREHOLDER WITHIN TWENTY (20) DAYS AFTER THE MAILING OF THE NOTICE TO THE SHAREHOLDERS AS TO THE MAXIMUM NUMBER OF SHA RES HE DESIRES TO PURCHASE. EACH SUCH SHAREHOLDER SHALL BE ENTITLED TO PURCH ASE WITHIN THE LIMITS INDICATED THE NUMBER OF SHARES AVAILABLE EQUAL TO HIS S HAREHOLDINGS. THE OFFERING SHAREHOLDER SHALL NOT BE OBLIGATED TO SELL LESS THAN THE NUMBER OF SHARES OFFERED, AND THE ATTEMPT BY THE CORPORATION OR T HE OTHER SHAREHOLDERS TO PURCHASE LESS THAN THE NUMBER OF SHARES OFFERED S HALL, AT THE ELECTION OF THE OFFERING SHAREHOLDER, BE DEEMED TO BE A REFUSAL TO PURCHASE THE OFFERED SHARES. IF EITHER THE CORPORATION OR OTHER SHAREHOL DERS SHALL ELECT TO PURCHASE ALL OF THE OFFERED SHARES, THE CLOSING DATE SHA LL BE SIXTY (60) DAYS AFTER THE DATE OF THE MAILING OF THE NOTICE TO THE CORPOR ATION OR THE MAILING OF THE NOTICES TO THE OTHER SHAREHOLDERS, WHICHEVER SH ALL BE LATER. IF NEITHER THE CORPORATION NOR THE OTHER SHAREHOLDERS SHALL EL ECT TO PURCHASE ALL OF THE OFFERED SHARES, THE OFFERING SHAREHOLDER SHALL B E FREE TO SELL THE SAME AT ANY TIME WITHIN SIX (6) MONTHS OF THE INITIAL OFFER T O SELL TO THE CORPORATION, BUT FOR NOT LESS THAN THE AMOUNT AT WHICH SAID SH ARES WERE OFFERED TO THE CORPORATION, WITHOUT AGAIN FIRST OFFERING THEM TO THE CORPORATION AND THE SHAREHOLDERS AS HEREINBEFORE PROVIDED. IF THE SHAR ES SHALL BE SOLD TO OTHERS AS ABOVE PROVIDED, THE CORPORATION AND THE OTHER SHAREHOLDERS SHALL BE ENTITLED TO STATEMENTS UNDER OATH FROM SELLER AND P URCHASERS INDICATING COMPLIANCE WITH THE PROVISIONS HEREOF. IF OFFERING SHA REHOLDER SHALL INTEND TO MAKE A GIFT OF SAID SHARES, THE NOTICE THEREOF SHAL L BE DEEMED TO BE AN OFFER TO SELL, AND IF THE OPTION TO PURCHASE IS ACCEPTED B Y THE CORPORATION OR THE OTHER SHAREHOLDERS, THE PRICE TO BE PAID THEREFOR S HALL BE FIXED BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THE RHODE ISLAND ARBITRATION ACT BY THREE ARBITRATORS, ONE CHOSEN BY THE CORPORATION (THE SELLING SHAREHOLDER NOT PARTICIPATING DIRECTLY OR INDIRECTLY IN SAID CH OICE) A SECOND CHOSEN BY THE SELLING SHAREHOLDER, AND A THIRD CHOSEN BY THE TWO DESIGNATED BY THE PARTIES. THE CORPORATION AND ALL OF THE OTHER SHAREH OLDERS MAY WAIVE THE PROVISIONS OF THIS PARAGRAPH AT ANY TIME TO PERMIT THE SALE OR TRANSFER OF ANY SHARES. ALL NOTICES REQUIRED HEREUNDER SHALL BE MAD E BY CERTIFIED MAIL OR BY PERSONAL DELIVERY, AND IN THE EVENT OF PERSONAL DELI VERY; THE DATE OF DELIVERY SHALL BE EQUIVALENT TO THE DATE OF MAILING. THE CO RPORATION MAY, FROM TIME TO TIME, DISTRIBUTE TO ITS SHAREHOLDERS DIRECTLY OR THROUGH PURCHASE OF ITS OWN SHARES, PORTION OF ITS ASSETS IN CASH OR PROPERT Y OUT OF THE UNRESERVED AN UNRESTRICTED CAPITAL SURPLUS OF THE CORPORATIO N. THE CORPORATION SHALL HAVE THE POWER TO INDEMNIFY ANY PERSON WHO WAS O R IS A PARTY TO A SUIT OR PROCEEDING, CIVIL OR CRIMINAL.

No. and Street: 191 MECHANIC STREET
SUITE 1
City or Town: BELLINGHAM State: MA Zip: 02019 Country: USA

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

No. and Street: 191 MECHANIC ST
SUITE 1
City or Town: BELLINGHAM State: MA Zip: 02019 Country: USA
which is

__ its principal office
__ an office of its transfer agent
__ an office of its secretary/assistant secretary
X its registered office

Signed this 28 Day of January, 2019 at 3:42:47 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*
ROBERT CHAMBERLAND

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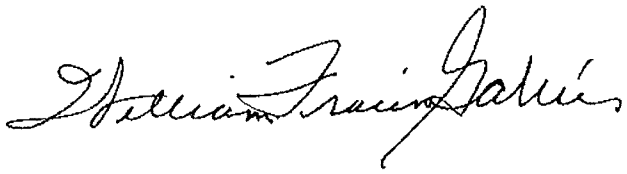
THE COMMONWEALTH OF MASSACHUSETTS

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

January 28, 2019 03:42 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Floor Plan and Finish Notes

1. Contractor shall verify exact dimensions of entire tenant space prior to bidding, construction, equipment/cabinet layout or installation and notify Architect immediately of any dimensional discrepancies that would prevent any item or piece of equipment from being located or installed as indicated on plan or in specification.
2. The G.C. to ensure all walls, ceilings and floors are smooth (where applicable), durable, nonabsorbent and washable.
3. All cracks and gaps in walls and ceilings created during the installation of the equipment are to be sealed to a smooth and easily cleanable finish.
4. Toilet Cubicle at ADA stall shall be constructed of a waterproof material from floor to 12" above stall.
5. All individual surfaces shall be sealed with a glass or semi-gloss, epoxy, varnish or other FDA approved sealer.
6. All plumbing, electrical and gas lines shall be concealed within the building walls, floors and ceiling or within approved conduit cover or chases. When conduit or pipe lines enter a wall, ceiling or floor, the opening around the line(s) shall be tightly sealed and made smooth by the G.C.
7. Refrigeration shall be specifically manufactured for commercial use only and shall be provided with an accurate, readily visible thermometer.
8. All stainless steel shelving must be registered to applicable National Sanitation Foundation (NSF) standards.
9. All equipment must meet or be registered to applicable NSF standards.
10. Exposure receptacle must be ETL or UL listed or complying with NEC Standard 4. (Look for proper rubber or neoprene).
11. No 90s, exposure receptacle and box receptacle must be located within a wall cavity and must be sealed to a floor tile or other approved construction.
12. Three compartment scrubbing sink must drain by means of an indirect waste connection to a floor sink as required. Prep sink must be serviced and shared to drain. The G.C. to ensure the prep sink has a back flow prevention device on prep area faucet.
13. All sink compartments must have hot and cold water through mixing faucet and an approved sewer connection as required by local code.
14. The G.C. to provide proper restroom ventilation mandated with the requirements of local building codes.
15. All electrical, breakables, patterns and all other cleaning agents to be stored in a lockable cabinet as required.
16. All food preparation and dish washing areas to have a minimum of 20 foot candles of light.
17. The G.C. to ensure that required ventilation is in all areas to breakdown proper heat damage and provide reasonable employee comfort.
18. No combustible materials are to be installed above the finished ceiling.
19. All conductors are to be copper in conduit unless otherwise noted.
20. Prior to bid submittal, verify that the available electrical service is adequate and/or available.
21. Absolutely no materials containing Asbestos, lead paint, mercury vapor, or other building materials may be installed in or on the demised premises.
22. All permits and inspections have to be obtained by and paid for by the G.C.
23. All lock hardware and delivery of materials to be done before or after shopping center hours, as required by landlord.
24. All work must be coordinated with the landlord prior to commencement of work.
25. Demising walls are 3/4" Type X fire rated drywall from floor to bottom of roof deck. Fire board above finished ceiling, U.L.U.
26. Signage and graphics permits to be obtained by the G.C., Sign Manufacturer to provide signage shop drawings to Landlord and City for review and approval, typ.
27. Landlord-approved drawings and all job copies of the building project and fire system plans and permits must be on site at all times.
28. General Contractor to coordinate music systems, speakers and hook ups with tenant.
29. G.C. to provide a waterproofed membrane below floor finish and as required in the areas designated on the plan, typical at aboveground load conditions.
30. Any substitutions for materials, equipment, fixtures or products that have been specified must be by brought to the attention of the Architect prior to bid and construction. Please contact Architect should any material be discontinued or back ordered.
31. All outlets and sensors shall match the color of the wall/floor/counter surface they are on. Verify w/Tenant.
32. The All Glass including wall, door, and lites to be installed according to manufacturers' written recommendations. Corners and exposed edges of the lite to have rounded edge. Trimmed glass to be no less than 2" wide. All glass to be cleaned and sealed according to manufacturers' written recommendations. Return of removed lite and lites to the Tenant. The contractor to provide a complete list of cleaning and maintenance instructions for all flooring materials to the Tenant.
33. Provide Water-proof membrane, Bituthane TS, or Equal, throughout Kitchens and Restrooms Prior to Installing Finish Floor, Extend Membrane 6" min. up Wall, typ.

Floor Plan Reference Notes

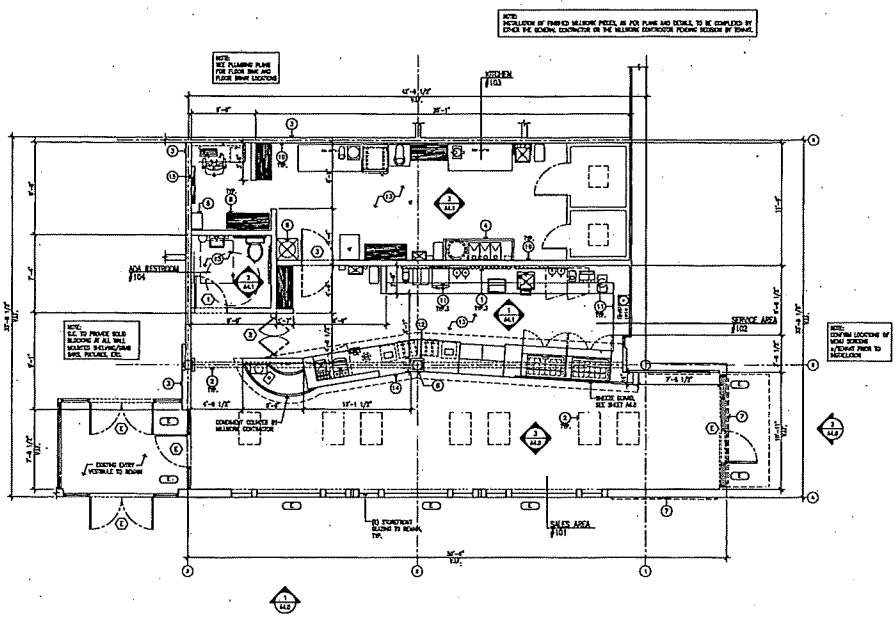
1. Non Heavy Boards, See Interior Elevation(s) and Coordinate w/Tenant
2. Existing Skylights Above to Remain, Typ.
3. Existing Demising Wall, G.C. to patch & repair as req'd, typ.
4. 2-Compartment Sink
5. Employee Lockers, Typ. of 3
6. Existing Structural Column, See Floor Paint Finish, G.C. to Verify Exact Size/Location Prior to Commencement of Work and Notify Architect & Construction Exist, Typ.
7. Storefront Sign on Face of Roof Above, G.C. to Provide Power, See Storefront Elevation and Sign Drawings by Others
8. Wire Shelving Unit, Typ.
9. Hot Water Heater Mounted to Deck Above Prep Sink, See Plumbing Detail & Section on Sheet 3.0
10. F.A.P., Mounted Min. 12" Above Sink Rim, Typ.
11. Overhead Shelving, G.C. to Provide Solid Blocking as req'd
12. G/C Provide (2 Line) w/Additional 2 Pos Dedicated for Alarm System & Dedicated Power for F.A.S./Cash Register(s). Verify Specs. w/Tenant
13. G.C. to slope the floor to French drain to front of storefront, and tie to commercial drainage
14. 6'-10" High Accessible Cook Counter
15. Electric Panel(s), See Elec. Drawings

Wall Types

- Existing Demising Wall to Remain, 1 Hour Fire Rated Min. Repair and Prep as Necessary to Accept New Wall Finishes
- Existing Exterior Wall to Remain, Repair and Prep as Necessary to Accept New Wall Finishes
- New Partitions Wall to Extend 6" min. Above Finish Ceiling 3-1/8" x 20 ga. Metal Studs @ 16"o.c. 5/8" Type "X" Typ. Board Each Side.

Interior Finish Ratings

1. Walls/Ceilings to Meet ASTM E-84, ASTM E-1264 Flame Spread: Class A 0-25 Smoke Developed 0-450
2. Floors to Meet NFPA 253



1 FLOOR PLAN
1/4" = 1'-0"

g!

Revisions

No.	Revisions	By	Date	Appr

ARCHITECTS
Harold E. Mullin, Architect
117 South Main Street
Seekonk, Mass 02771
p. (508) 997-0423
f. (508) 995-4933

MEP ENGINEERS
Don Pierce Consulting Engineer
635 West Phelps, Ste 300
Grapevine, Texas
p. (817) 410-3468
f. (817) 251-2411

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Project Manager Approval

Architect/Engineer of Record

Location
215 W. Central St.
Suite B
Natick, MA 01760

Project/Space No.
Soo Good! Smoothie

Sheet Title
Main Floor Plan

Scale: As Shown
Drawn By: H.E., N.M.
CHKY By: H.E.M.
Issue Date: December 23, 2014

Project No. 141001

Sheet A1.0

FINISH SCHEDULE

FCS	SYM.	LOCATION	MANUFACTURER	TYPE	SIZE	COLOR/FIN.	CONTACT	Furnish By T	C	W	L	Install By T	C	W	L
FLOOR															
FLOOR TILE	FT-1	Sales Area & Service Area	Porcelain Tile	Porcelain Tile Porcelain Tile	12"x24"	Wood #TM6012-2004	Distributor Tile and Marble 914-738-4300	X						X	
FLOOR TILE	FT-2	ADA Restroom	Porcelain Tile	Porcelain Tile Porcelain Tile	12"x24"	Granite #TM6012-2010	Distributor Tile and Marble 914-738-4300	X						X	
FLOOR TILE	FT-3	Vestibule	Porcelain Tile	Porcelain Tile Porcelain Tile	12"x24"	Red #TM6004-2012	Distributor Tile and Marble 914-738-4300	X						X	
BASE															
WOOD BASE	B-1	Sales & Service Areas	SAA by Contractor	Flat	5x1/2 (Nominal)	Painted Wood Stain	SAA by Contractor	X						X	
WOOD BASE	B-2	Women Area	Porcelain Tile	Bullnose Base (FT-2/FT3)	1"x12" tile	Red #TM6004-2012	Distributor Tile and Marble 914-738-4300	X						X	
WALL															
PAINT	WP-1	Sales Area	Sherwin Williams	Satin to EQ	Satin to EQ	Base to Order EQ	SAA	X						X	
PAINT	A-1	Gas Storeroom	Sherwin Williams	Satin Enamel	-	Spring Leaf Green #6009-4B	Sherwin Paint & Hardware Shop 914-738-4000	X						X	
PAINT	P-1	Gas Storeroom	Sherwin Williams	Satin Enamel	-	Metallic Lace #9662 #7120-3B	Sherwin Paint & Hardware Shop 914-738-4000	X						X	
WALL TILE	T-1	Service Area	Porcelain Tile	Vertical Stack	3"x6" Ceramic Bullnose	Wave #TM6000	Distributor Tile and Marble 914-738-4300	X						X	
WALL TILE	T-2	ADA Restroom	Porcelain Tile	Porcelain Tile Porcelain Tile	12"x24"	Black #TM6004-2004	Distributor Tile and Marble 914-738-4300	X						X	
CEILING															
CEILING TILE	CT-1	Gas Storeroom Service Area	Armstrong	Fine 15 Angled Tegular Edge	24" Square 9/16" Bar	Cool White 2.7 Reflectance	Armstrong Ceiling Prod. Center 1-877-276-7876 Ext/9100	X						X	
VERTICAL SURFACES															
PANELLAR & FINISED PANELS	PNP	Kitchen Area	Wood Veneer	Accept Shelves	4'x8' Panels	White	SAA by Wood Contractor					X			
PLASTIC LAMINATE	PL-1	Wood and Glass Counter Vertical Panel - Service Area	Wilsonart	Laminate - Matte Finish	-	Bone #7817-60	Wilsonart - Bone 1-800-433-3848	X						X	
WOOD MOULDING	WM-1	Wood Counter - Sales Area Side Wall Bound	Trending Veneer	Prefinished Wood	1"x4" Moulds	Oak Veneer #6007	Trending Veneer 1-800-526-0-0	X						X	

T=Tenant C=General Contractor W=Millwork Contractor L=Landlord E=Existing

Notes

1. Any outlets or voids to receive paint finish shall have the same color as the wall.
2. Contractor shall verify exact dimensions of under-based spaces prior to bidding, construction, equipment/cabinet layout or installation and notify Architect immediately of any discrepancies.
3. Do not install material or equipment from being damaged or installed as indicated on plans or in specifications.
4. All tile and wood shall be installed in accordance to manufacturer's written recommendations. Exterior and exposed edges of tile to have rounded edge. Grouted tile to be no less than 1/8" wide. All base to be caulked and sealed according to manufacturer's written recommendations. Return of ceramic tile and base to the corner. The contractor to provide a minimum set of cleaning and maintenance instructions for all flooring materials to the owner.
5. C.O. to provide two samples of each finish to owner for approval prior to ordering.

FLOOR FINISH CHART

SYMBOL	MATERIAL	QUANTITY (APPROX. SQ. FT.)
FT-1	FLOOR TILE	776
FT-2	FLOOR TILE	11
CONC.	FINISHED CONCRETE	130

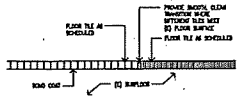
Floor Finish Legend

FINISH

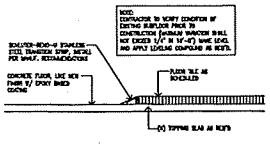
FT-1 — 12"x24" TILE FLOORING

FT-2 — 12"x12" TILE FLOORING

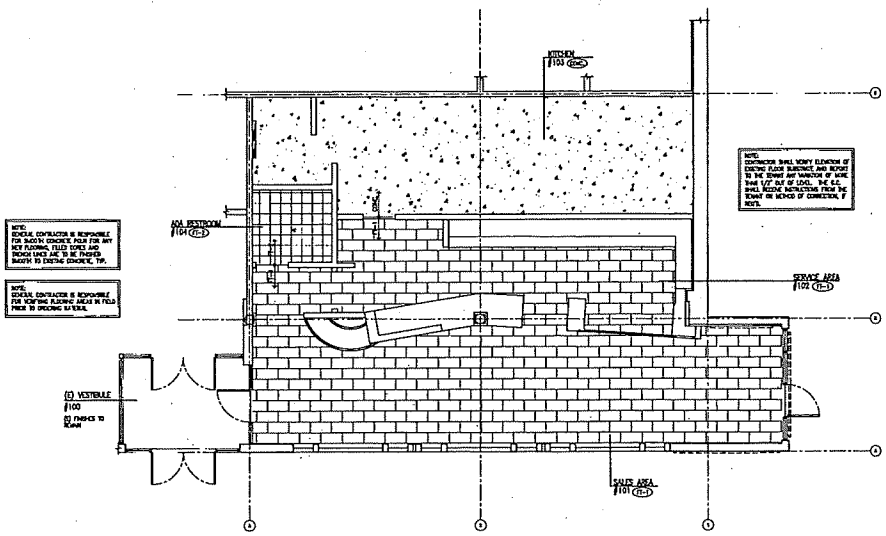
CONC — CONCRETE FLOOR, FINISHED W/ EPOXY BASED COATING



2 FLOOR TRANSITION: TILE TO TILE
1" = 1'



3 FLOOR TRANSITION: CONC. TO TILE
1" = 1'



1 FLOOR FINISH PLAN
1/4" = 1'-0"

ARCHITECTS
Gerald E. Mullin, Architect
317 South Main Street
Nanuet, Suite 320-D
T. (845) 353-4433
F. (845) 353-4633

REP ENGINEERS
Rod Ivan Consulting Engineer
128 West Perry, Ste 300
Grapevine, Texas
P. (817) 514-3000
F. (817) 251-5411

Revisions

No.	Revisions	By	Date	Appr

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Project Manager Approval

Architect/Engineer of Record

Location
315 W. Central St.
Suite B
Natick, MA 01760

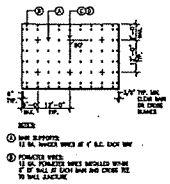
Project/Space No.
Sao Goodi SmoothUte

Sheet Title
FINISH FLOOR PLAN
BASEMENT LEVEL

Scale: As Shown
Drawn by: R.C., R.R.
Chkd by: R.R.R.
Issue Date: December 23, 2014

Project No. 141001

Sheet A1.3

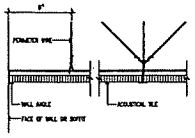


NOTES:

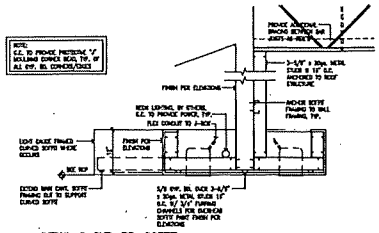
① WIRE SUPPORTS:
12 GA. HANGER WIRES AT 4' O.C. EACH WAY

② FURRING WIRE:
12 GA. FURRING WIRES METALLED WITHIN 6" OF WALL AT EACH MAIN AND CROSS TEE TO WALL JUNCTURE

2 SUSPENDED CEILING
N.T.S.



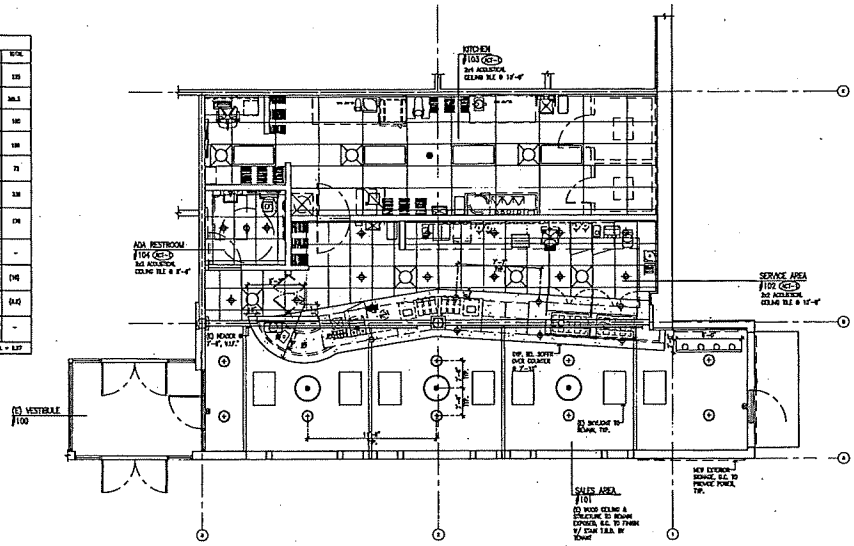
3 SUSPENDED CEILING @ WALL
N.T.S.



4 DETAIL @ GYP. BD. SOFFIT
1" = 1'-0"

LIGHTING / FIXTURE SCHEDULE

FIXTURE TYPES	DESCRIPTION & CATALOG NUMBER	LAMP TYPE & CATALOG NUMBER	QTY.	WATTS	TOTAL
	10" Jumbo Pendant Light Eco Brighter Hardwoody LED Pendant SL1-C-4K20-P5-LED	LED 5W Bulb, 2700K 120V	2	75	150
	4x4 LED Surface Mounted Cylinder Model J-SL1-3K40L-4-2	LED 9.2W Bulb, 3000 Lumens 120V	8	28.7	229.5
	1" Line-voltage Pendant Model 1-PL-SEC-T16-RC-C10-3000-CH/BTS-200	Incandescent 60W	3	60	180
	Modular Wire Profile LED Dynalite, D.R12 Series D.R12-L-2-F	LED 3W per linear foot, 3000K 120V	30 LF	6	180
	Line-voltage track 2-Wire Single-Circuit w/ Lexidim Head TOOTED-W2L3-W-2E	Incandescent LED Bulbs 120 P.R20/40W, 2700K	4	18	72
	6" LED Downlight Juno IC 600 Series New Construction w/ Open Wire Housing IC6LED5R20-27K-C Trim 5-6R-WH	LED 15W Wide Flood, 2700K 120V	23	15	338
	2x4 Recessed LED Troffer CREE 2GH 2GH1-4L-4K-4-UV	LED 4L, 4000 Lumens, 4000K Universal 120-277V	4	44	176
	Photoelectric Switch Detector		-	-	-
	Juno LIGHTING Group Commercial LIGHTING Model# JS6RCR4LED Trimless Adjustable	2-4.5 Watt Incandescent Universal 120-277V	1	18	(18)
	Juno Lighting Group AC/DC Cell Light, Directional Model# JS6RCR4LED	Cool LED 1.5W Universal 120-277V	2	4.5	(9.0)
	Exhaust Fan Model J 1.5.5, By Owner		1	-	-
Total Watts = 1,080.5		Total Sq. Ft. = 1,500		Watts per Sq. Ft. = 0.27	



1 REFLECTED CEILING PLAN
1/4" = 1'-0"

Reflected Ceiling Plan Symbol Key

- Supply Air Register, See Mechanical Drawings
- Return Air Register, See Mechanical Drawings

General Notes

A. VERIFY WITH LANDLORD, METHOD OF ATTACHMENT FOR ALL ITEMS ANCHORED TO, OR SUSPENDED FROM THE EXISTING ROOF STRUCTURE. ALL ATTACHMENTS SHALL BE MADE TO ROOF BEAMS AND/OR JOISTS. NO ATTACHMENTS SHALL BE MADE TO THE ROOF DECK.

B. SEE M.E.P. DOCUMENTS FOR MECHANICAL SYSTEM, ELECTRICAL POWER AND LIGHTING.

C. CONTRACTOR SHALL INSTALL AND CONNECT, WHERE DIRECTED BY TENANT. CONTRACTOR SHALL INSTALL PLENUM RATED (C) SPEAKER WIRE PRIOR TO CLOSE OF CEILING, AND ATTACH EACH SPEAKER WITH WIRES AND TERMINATE ALL SPEAKER WIRE (REPAIR/RE FIX EACH SPEAKER) TO AN AREA WHERE DIRECTED BY TENANT

D. ALL SUSPENDED CEILING WORK SHALL COMPLY WITH THE LOCAL CODES.

Revisions

No.	Revisions	By	Date	Appr

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Project Manager Approval

Architect/Engineer of Record

Location:
315 W. Central St.
Suite B
Natick, MA 01760

Project/Space No.
Sao Goodi Smoothie

Sheet Title
REFLECTED CEILING PLAN
MAIN FLOOR

Scale: As Shown
Drawn By: D.E.B., D.B.
Chk'd By: D.E.B.
Issue Date: December 23, 2014

Project No. 14-001

Sheet A2.0

EQUIPMENT SCHEDULE – MAIN LEVEL

MARK	QUANTITY	ITEM DESCRIPTION	MAKE/SUPPLIER	MODEL NUMBER	FURNISHED BY	INSTALLED BY	SIZE: WIDTH	SIZE: DEPTH	SIZE: HEIGHT	ELECTRICAL: VOLTAGE	ELECTRICAL: WATTS	ELECTRICAL: HORSEPOWER	ELECTRICAL: AMPS	ELECTRICAL: PHASE	PLUMBING: COLD WATER	PLUMBING: HOT WATER	PLUMBING: WASTE	REMARKS
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

T = TENANT GC = GENERAL CONTRACTOR

DOOR HARDWARE

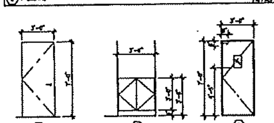
GROUP	QUANTITY	DESCRIPTION	FINISH	MANUFACTURER
1	3 per Door 1 per Door 1 per Door 1 per Door	Standard duty ball bearing, full mortise Jupiter w/Keyed Entry, #AL70PD Floor/Door stop holder, #F20X Closer, #4041 Surface Type, Mounted on pull side	US3 626 US26D US3	Stanley Schlage Glynn Johnson LCN
2	2 per Door	SH12-300 Series Double Acting Spring Hinges		Burns, or equal
3	1 per Door 1 per Door 1 per Door 1 per Door	Standard duty ball bearing, full mortise Passageset, levers #A10S, lever style curved, privacy Floor/Door stop holder, #F20X Closer, #4041 Surface Type, Mounted on pull side	US3 605 US26D US3	Stanley Schlage Glynn Johnson LCN

NOTES: All hardware to be satin chromium plated. Provide strike plate w/ locked typical. Hardware Contractor to provide as part of his/her bid any incidental hardware items to complete the hardware specified and shall provide a list of such additional items with the bid, including cut sheets for all substituted items.

Door Schedule

DOOR TYPE	QUANTITY	SIZE: WIDTH	SIZE: HEIGHT	SIZE: DEPTH	MATERIAL: DOOR	MATERIAL: FINISH	MATERIAL: GLASS	MATERIAL: FRAME	MATERIAL: FINISH	HARDWARE	FIRE RATING	MANUFACTURER	REMARKS
1	1	3'-0"	7'-0"	1 3/4"	SC	P	–	HM	P	1	NR	TBD BY OWNER	
2	1	5'-0"	7'-0"	1 3/4"	GLASS	–	T	H/L	FF	2	NR	TBD BY OWNER	
3	1	3'-0"	7'-0"	1 3/4"	METAL	–	–	HM	FF	3	NR	TBD BY OWNER	
E = EXISTING													* G.C. TO PROVIDE EXISTING EGRESS DOORS WITH APPROPRIATE PANIC HARDWARE AS REQ'D BY CODE

AL ALUMINUM; BKA BLACK ANODIZED; BZA BRONZE ANODIZED; CA CLEAR ANODIZED; MTL METAL; P PAINT; SC SOLID CORE; FF FACTORY FINISH; HC HOLLOW CORE; HM HOLLOW METAL



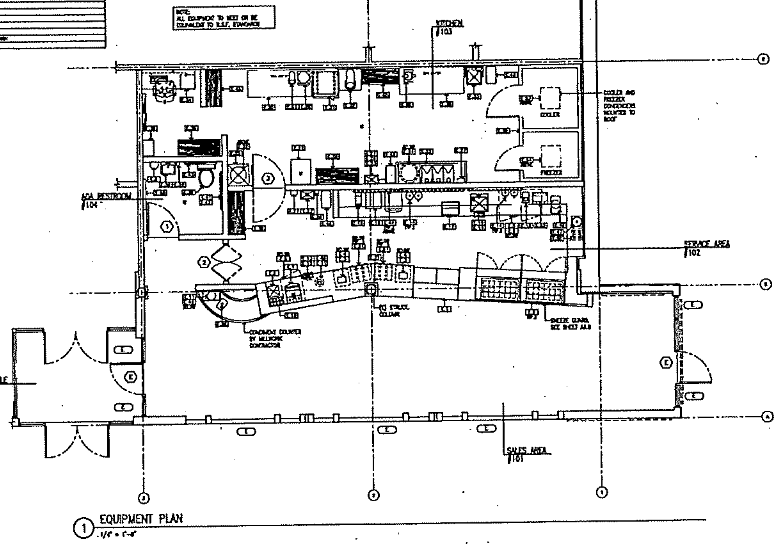
1 VERIFY DOOR SWINGS ON PLANS
2 VERIFY DOOR SWINGS ON PLANS
3 VERIFY DOOR SWINGS ON PLANS

NOTE: SEE PLUMBING DRAWINGS FOR FLOOR SINK, FLOOR DRAIN, GREASE TRAP, AND GREASE WASTE LINE LOCATIONS

NOTE: ELECTRICAL CONTRACTOR TO PROVIDE RECEPTACLES TO MATCH COUNTERTOP EQUIPMENT PLUGS, SEE SHEET E3

NOTE: CONSTRUCTION NOT TO COMMENCE PENDING APPROVAL OF PLANS

NOTE: ALL EQUIPMENT TO MEET OR BE EQUIVALENT TO N.S.F. STANDARDS



1 EQUIPMENT PLAN
1/4" = 1'-0"

Revisions

No.	Revisions	By	Date	Appr

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Project Manager Approval

Architect/Engineer of Record

Location
215 W. Central St.
Suite B
Natick, MA 01760

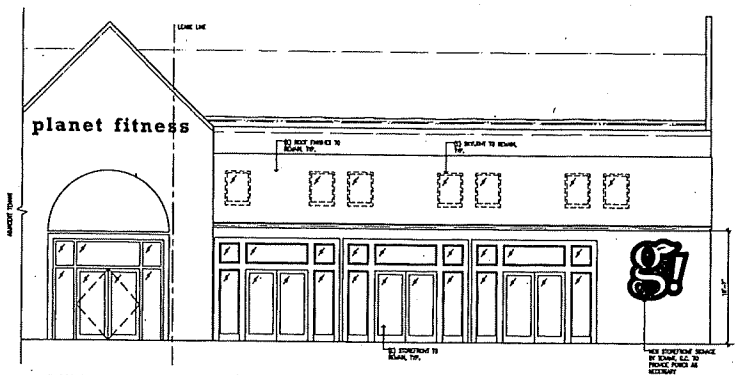
Project/Space No.
Soo Good! Smoothie

Sheet Title
MAIN EQUIPMENT PLAN & SCHEDULE

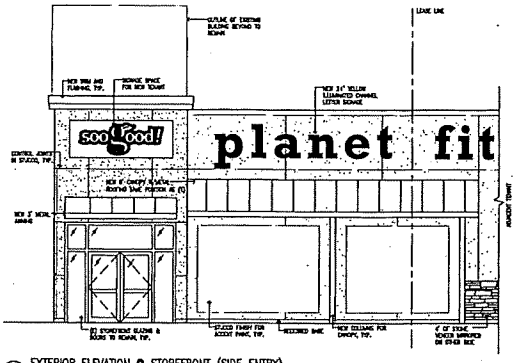
Scale: As Shown
Drawn By: A.C., B.M.
Chk'd By: D.K.M.
Issue Date: December 23, 2014

Project No. 141001

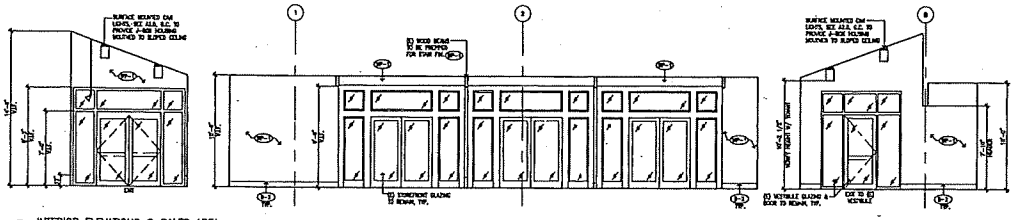
Sheet A3.0



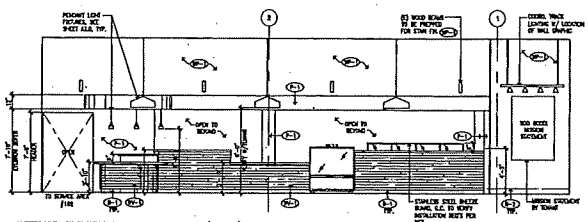
1 EXTERIOR ELEVATION @ STOREFRONT (FRONT ENTRY)
1/4" = 1'-0"



2 EXTERIOR ELEVATION @ STOREFRONT (SIDE ENTRY)
1/4" = 1'-0"



3 INTERIOR ELEVATIONS @ SALES AREA
1/4" = 1'-0"



4 INTERIOR ELEVATIONS @ SALES AREA (CONT.)
1/4" = 1'-0"

Revisions

No.	Revisions	By	Date	Appr

ARCHITECTS

MEP ENGINEERS

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Project Manager Approval

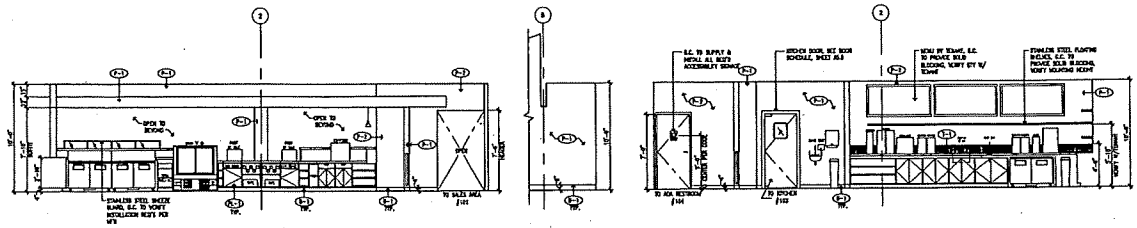
Architect/Engineer of Record

Location
213 W. Central St.
Suite B
Natick, MA 01760

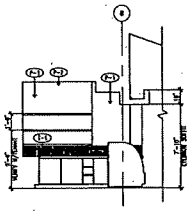
Project/Space No.
Soo Good! Smoothie

Sheet Title
EXTERIOR ELEVATIONS
INTERIOR ELEVATIONS

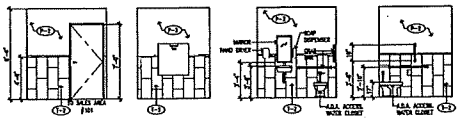
Scale: As Shown	Project No. 11480
Drawn by: R.C., R.B.	
Chkd by: S.E.H.	Sheet A4.0
Issue Date: December 23, 2014	



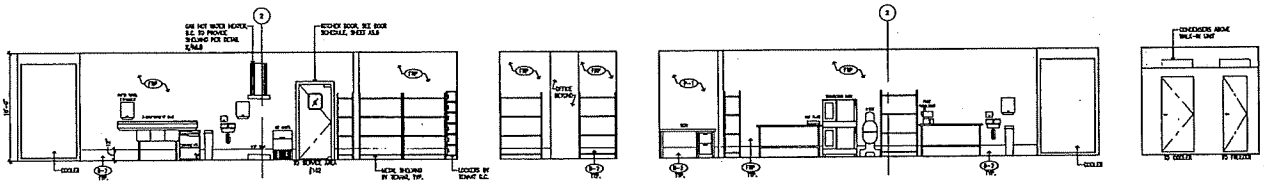
1 INTERIOR ELEVATIONS @ SERVICE AREA
1/4" = 1'-0"



1 INTERIOR ELEVATIONS @ SERVICE AREA (CONT.)
1/4" = 1'-0"



2 INTERIOR ELEVATIONS @ ADA RESTROOM
1/4" = 1'-0"



3 INTERIOR ELEVATIONS @ KITCHEN
1/4" = 1'-0"

Revisions

No.	Revisions	By	Date	Appr

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Project Manager Approval

Architect/Engineer of Record

Location
315 W. Central St.
Suite B
Natick, MA 01760

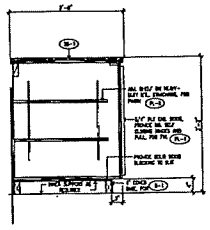
Project/Space No.
Sun Goodi Smoothie

Sheet Title
INTERIOR ELEVATIONS

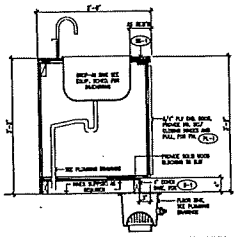
Scale: As Shown
Drawn By: R.C., R.H.
Chk'd By: D.S.R.
Issue Date: December 23, 2014

Project No. 11101

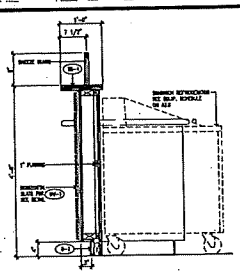
Sheet A4.1



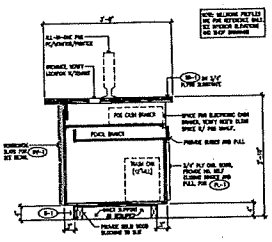
1 STANDARD BACK COUNTER DETAIL
1" = 1'-0"



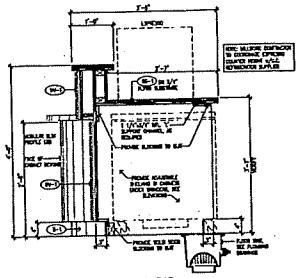
2 BACK COUNTER SECTION AT DUMP SINK
1" = 1'-0"



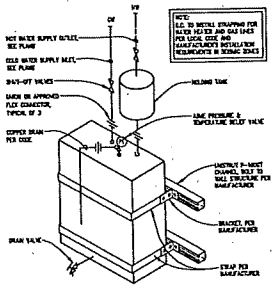
3 COUNTER SECTION AT SANDWICH FRIDGE
1" = 1'-0"



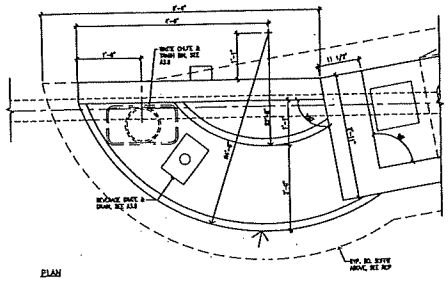
4 SECTION AT POINT OF SALE
1" = 1'-0"
A.D.A. ACCESSIBLE



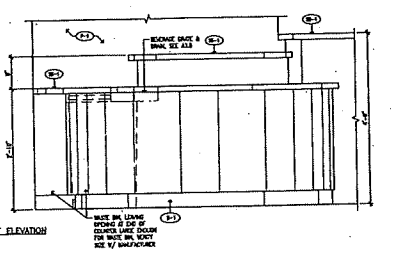
5 SECTION AT ESPRESSO BAR
1" = 1'-0"



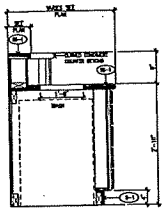
6 WATER HEATER STRAPPING DETAIL
N.T.S.



PLAN



FRONT ELEVATION



SECTION

7 CONDIMENT COUNTER DETAIL
1" = 1'-0"

Revisions

No.	Revisions	By	Date	Appr

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Project Manager Approval

Architect/Engineer of Record

Location
313 W. Central St.
Suite B
Natick, MA 01760

Project/Agency No.
Sno Goodt Smoothie

Sheet Title
MILLWORK DETAILS

Scale: As Shown
Drawn by: R.C., R.M.
Chkd by: R.E.R.
Issue Date: December 23, 2014

Project No. 14-001

Sheet A5.0

ARCHITECTS

MEP ENGINEERS

Location
215 W. Central St.
Suite B
Natick, MA 01760

Project/Space No.
Soo Good! Smoothie

Sheet Title
SPECIFICATIONS

Scale: As Shown

December 23, 2014

Sheet
S1.0

VENTILATION REQUIREMENT CALCULATION

PER 2012 IMC TABLE 403.3

ROOM NAME	UNIT SERVICING	PEOPLE	CFM/PERSON	CFM/SF	AREA (SF)	PEOPLE X CFM/PERSON	SF X CFM/SF	REQUIRED O.A. CFM	PROVIDED O.A. CFM
RETAIL SALES AREA	RTU-1	73	7.5	0.18	914	547.5	164.52	712.02	720
BOH	RTU-1	0	10	0.18	487	0	87.66	87.66	80
MINIMUM FRESH AIR CFM REQUIRED PER CODE									799.68
TOTAL OF ALL FRESH INTRODUCED INTO SPACE									8[illegible]

NOTES: REPRESENTS CONDITIONS DURING NORMAL OPERATIONS AND NOT CONSIDERING ECONOMIZER OPERATION.

MECHANICAL SYMBOLS LEGEND

	SUPPLY GRILLE AS SPECIFIED
	RETURN GRILLE AS SPECIFIED
	SIDEWALL SUPPLY GRILLE AS SPECIFIED
	TURNING VANES
	VOLUME DAMPER
	MOTORIZED DAMPER
	THERMOSTAT
	DUCT MOUNTED SMOKE DETECTOR
	REMOTE ALARM FOR DUCT DETECTOR ACTIVATION
	EXHAUST FAN
	REMOTE TEMPERATURE SENSOR
	RECTANGULAR DUCT BREAK/CONTINUATION
	ROUND DUCT BREAK/CONTINUATION
	DUCT TRANSITION
	DUCT DIMENSIONS - WIDTH x HEIGHT
	GRILLE TYPE / CFM | SUPPLY/RETURN GRILLE TAG

GENERAL NOTES

1. THE GENERAL CONTRACTOR SHALL INSTALL BLOCKING OR FRAME ROOF OPENINGS AS SHOWN FOR ALL HVAC EQUIPMENT AND EXHAUST FANS.
2. INSTALLATION SHALL CONFORM TO THE ENERGY CONSERVATION DESIGN MANUAL STANDARDS FOR NEW NON-RESIDENTIAL BUILDINGS.
3. ALL WORK AND MATERIALS SHALL COMPLY WITH GOVERNING CODES, SAFETY ORDERS AND REGULATIONS.
4. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS, FEES AND INSPECTIONS REQUIRED BY GOVERNING AUTHORITIES.
5. ALL MATERIALS AND EQUIPMENT PROVIDED AND OR INSTALLED SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR UNLESS OTHERWISE [illegible], FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE OWNER. ANY DEFECTIVE MATERIALS OR INFERIOR WORKMANSHIP SHALL BE CORRECTED TO THE ENTIRE SATISFACTION OF THE OWNER.
6. FLEXIBLE DUCT SHALL INSULATED WITH ACOUSTICAL [illegible] VAPOR BARRIER (U.L. APPROVED). MAXIMUM LENGTH NOT TO EXCEED 5'-0". DUCT SHALL BE CONNECTED TO TRUNK OR BRANCH DUCT WITH SHEET METAL SCREWS. [illegible] SHALL BE MINIMUM 1" x 30 ga.
7. CONCEALED CONDITIONED SUPPLY AND RETURN AIR DUCTS SHALL BE INSULATED WITH 1-1/2" THICK [illegible] [illegible] DUCT WRAP WITH REFLECTIVE VAPOR SEAL FASTENED TO DUCTWORK WITH 16 GAUGE SOFT ANNEALED WIRE SPACED AT 12" ON CENTER. [illegible]
8. ALL SHEET METAL DUCTWORK SHALL BE INSULATED IN ACCORDANCE WITH SMACNA AND OR LOCAL AND STATE CODES. TAPE ALL [illegible] AND LONGITUDINAL JOINTS AND [illegible] ON SUPPLY, RETURN AND EXHAUST DUCTS. DUCT SHALL BE [illegible] GALVANIZED STEEL IN ACCORDANCE WITH SMACNA STANDARDS (EXCEPT EXHAUST DUCTS).
9. CONTRACTOR TO FAMILIARIZE HIMSELF WITH THE SITE AND VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND ADJUST FOR ACTUAL FIELD CONDITIONS AT NO EXPENSE TO OWNER. REPORT TO THE ARCHITECT AND OR ENGINEER ANY DISCREPANCIES WITH THE PLANS AND EXISTING CONDITIONS.
10. ALL DUCTWORK, HANGERS, DAMPER CONSTRUCTION, SEAMS, INSTALLATION, ETC., SHALL CONFORM TO THE STANDARDS AS ADOPTED BY A.S.H.R.A.E. & SMACNA. ALL WORK SHALL CONFORM TO ALL APPLICABLE LAWS, RULES & REGULATIONS & RECOMMENDATIONS OF LOCAL BUILDING DEPARTMENT, NATIONAL BOARD OF FIRE UNDERWRITERS, N.F.P.A., & SHOPPING CENTER GENERAL SPECIFICATIONS. ALL DUCTWORK SHALL BE [illegible] CONFORMING TO SMACNA STANDARDS FOR LOW PRESSURE DUCTWORK & A.S.H.R.A.E. STANDARD 90-75.
11. THE MECHANICAL CONTRACTOR SHOULD FURNISH, CONNECT AND INSTALL THE THERMOSTAT/CONTROL WIRING AND THE ELECTRICAL CONTRACTOR SHOULD PROVIDE, INSTALL AND CONNECT THE ELECTRIC TO THE UNITS.
12. SCHEDULE OF WORK: THIS CONTRACTOR SHALL BE REQUIRED TO FAMILIARIZE HIMSELF WITH THE PROPOSED WORK SCHEDULE & SHALL COORDINATE HIS WORK SCHEDULE WITH THE OTHER TRADES, SO THAT WORK PROGRESSES CAN BE PLANNED IN A PROPER SYSTEMATIC FASHION TO AVOID ANY DUPLICATION OF EFFORT & RESULTING DELAY OF PROJECT.
13. CONTRACTOR SHALL PROVIDE OPERABLE H & V SYSTEMS COMPLETE IN ALL RESPECTS AS CONTEMPLATED BY THE INFORMATION INDICATED ON THE DRAWINGS. IT IS NOT INTENDED THAT THE DRAWINGS & SPECIFICATIONS INDICATE EACH & EVERY ITEM OF INFORMATION NECESSARY FOR COMPLETE SYSTEMS BUT INDICATE SUFFICIENT INFORMATION FOR THE CONTRACTOR TO SECURE ADDITIONAL INFORMATION FROM OTHER SOURCES & PROVIDE ALL MATERIALS, EQUIPMENT & LABOR NECESSARY FOR COMPLETE INSTALLATIONS.
14. PROVIDE ARCHITECT WITH THREE (3) COPIES OF AIR BALANCE REPORT. INSTRUCT OWNER IN USE OF EQUIPMENT. AIR BALANCE REPORT TO BE AN INDEPENDENT TESTING AGENCY. AIR BALANCE TEST REPORT TO BE TAKEN IN THE LATE AFTERNOON WITH THE FOLLOWING TEMPERATURE READINGS DOCUMENTED (IN ADDITION TO CFM) 1.) TEMPERATURE OF AIR LEAVING EACH CEILING DIFFUSER, 2.) TEMPERATURE OF AIR LEAVING HVAC UNIT, 3.) TEMPERATURE OF OUTSIDE AIR AT HVAC UNIT, 4.) TEMPERATURE OF AIR WITHIN SALES AREA (AT THERMOSTAT).
15. CONTRACTOR SHALL COORDINATE INSTALLATION OF ALL DUCTWORK WITH CEILING AND ROOF FRAMING, COORDINATE WITH OTHER TRADES, MAINTAIN MANUFACTURERS RECOMMENDED CLEARANCES OF ALL ITEMS AND EQUIPMENT, INSTALL TURNING VANES IN ALL 90 DEG ELBOWS, INSTALL SPIN-IN CONNECTOR/DAMPER AT BRANCH DUCT CONNECTION TO MAIN DUCT AND SEAL AIR TIGHT.
16. CONTRACTOR TO INSTALL PRECHARGED REFRIGERANT LINES FROM FAN COIL TO CONDENSER ON ROOF.
17. ALL SUPPLY AND RETURN AIR DUCT DIMENSIONS ARE INSIDE CLEAR.
18. CONTRACTOR TO PROVIDE AND INSTALL FLUE GAS EXHAUST VENT FOR WATER HEATER.

EXHAUST FAN SCHEDULE

PLAN MARK	MANUF.	MODEL	LOCATION	CFM	HP	VOLT	FAN RPM	NOTE
EF-1	GREENHECK	G-075-B	TOILET	75	.33	122/1	1300	1-4

1. SOLID STATE SPEED CONTROL
2. INTERLOCK WITH TOILET ROOMS LIGHT SWITCH
3. BACKDRAFT DAMPER
4. MINIMUM 12" HIGH ROOF CURB

DIFFUSER SCHEDULE

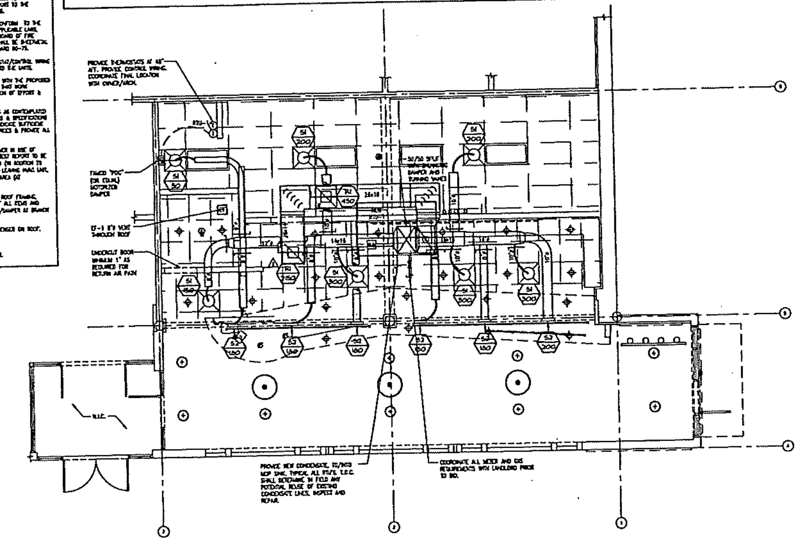
PLAN MARK	MANUF.-MODEL NUMBER	MODULE SIZE	NECK SIZE	BLOW PATTERN	OPTIONS/NOTES
S1	TITUS - TDC-AA	24x24	SEE PLAN	4	--
S2	TITUS - 300RS	12x10	--		DIFFUSER FINISH TO MATCH WALL COLOR. MATCH EXISTING IF POSSIBLE
R1	TITUS - 350-FS	24x24	SEE PLAN		--

NOTE:
G.C. TO VERIFY MODEL NUMBER OF ALL DIFFUSERS TO NOT BE COLOR WHITE. COORDINATE WITH ARCHITECT FOR ANY COLOR SELECT.

GAS HEAT ROOFTOP UNIT SCHEDULE

MARK	NOM. TONS	CONDITION	MANUFACTURER	MODEL #	COOLING CAPACITY	SENSIBLE CAPACITY	HEATING INPUT BTUH	HEATING OUTPUT BTUH	CFM	EER/SEER	H.P.	ESP	OSA	MCA	MOCP	VOLT/PHASE	WEIGHT	REF. NOTE	NOTES
RTU-1	8.5 ton	NEW	YORK	ZJ078	81.0	58.3	120	96	2800	11.3	2.0	STD.	810	28.0	35	208/3	810	1	1. PROVIDE AND INSTALL TSTAT & REMOTE SENSOR AT 48" A.F.F. 2. PROVIDE AND INSTALL ANCHORING TSTAT & TWO REMOTE SENSORS AT 48" A.F.F.

EACH NEW UNIT SHALL BE REQUIRED TO INCLUDE THE FOLLOWING:
a. LOW LEAKAGE (??) DAMPERS
b. 2" THROW-AWAY FILTERS
c. AIR DUCT SMOKE DETECTOR
d. ECONOMIZER W/ ENTHALPY CONTROLS
e. CURB ADAPTER OR (14" HIGH PREFAB ROOF CURB), AS REQUIRED
f. BOTTOM CONNECTIONS
g. FACTORY START UP
h. FIRST YEAR WARRANTY SERVICE
i. 5-YEAR COMPRESSOR WARRANTY
j. 10-YEAR HEAT EXCHANGER WARRANTY
k. CO2 SENSOR & DEMAND CONTROL VENTILATION CONTROLS
l. BAROMETRIC RELIEF DAMPER
m. E-COAT



① MECHANICAL PLAN
1/4" = 1'-0"

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Revisions

No.	Revision	By	Date	App

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Project Manager Approval

Architect/Engineer of Record

Location
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Project/Space No.
Soo Good! Smoothie

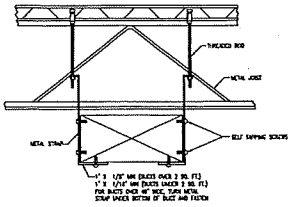
Sheet Title
MECHANICAL PLAN

Scale: As Shown
Drawn By: R.E., N.M.
Chk'd By: D.R.M.
Issue Date:
December 23, 2014

Project No. 141301

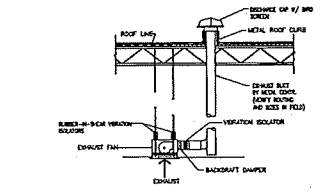
Sheet
M1.0

12.19.14

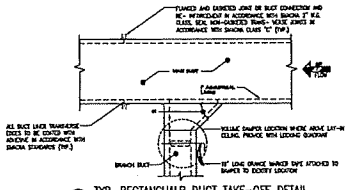


MAX. SIDE INCHES	RECTANGULAR DUCTS MIN. GAUGE, BWG.	GAUGE	ALUMINUM MIN. B & S GAUGE
9-INCLUDE 12		24	(0.020 IN.)
13 THROUGH 30	24	(0.022 IN.)	22 (0.025 IN.)
31 THROUGH 54	22	(0.029 IN.)	20 (0.032 IN.)
55 THROUGH 84	20	(0.034 IN.)	18 (0.040 IN.)
OVER 84	20	(0.040 IN.)	16 (0.051 IN.)

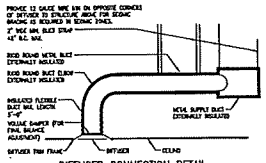
5 DUCT SUPPORT DETAIL
SCALE: N.T.S.



4 EXHAUST FAN DETAIL
SCALE: N.T.S.



3 TYP. RECTANGUALR DUCT TAKE-OFF DETAIL
SCALE: N.T.S.



2 DIFFUSER CONNECTION DETAIL
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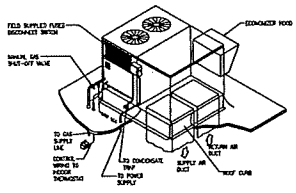

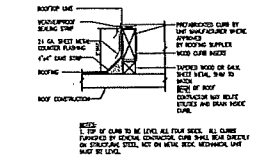

1 RTU INSTALLATION DETAIL
SCALE: N.T.S.

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Project Manager Approval

Architect/Engineer of Record

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Project Name No.
San Gandi Smoothie

Sheet Title
MECHANICAL DETAILS & NOTES

Scale: As Shown
Drawn By: H.C., K.M.
Chk'd By: D.E.M.
Issue Date: December 23, 2014

Project No. 11003

Sheet M1.1

OCCUPANCY SENSOR SCHEDULE

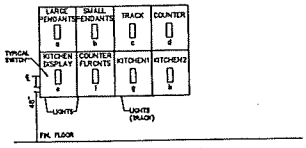
DESCRIPTION	SYMBOL	WATTSTOPPER MODEL NUMBER	UNOBSTRUCTED RATED COVERAGE	MOUNTING	WATTAGE/ VOLTAGE	TIME DELAY	NOTES
PASSIVE INFRARED SWITCH	S/OS	DW-100	300 SF	WALL	800W/120V 1300W/277V	30 MIN.	

NOTES:
1. SENSOR REQUIRES POWER PACK (INSTALL IN ACCESSIBLE LOCATION)
2. SWIVEL MOUNTING BRACKET INCLUDED.
3. INFRARED SENSOR DW-100 WITH IN-LINE THERMOSTAT DIMMER, 1300W RATED.

APPROVED ALTERNATIVES: PASS & SEYMOUR, LEVITON
* ALTERNATE MANUFACTURERS SHALL SUBMIT SHOP DRAWINGS INCLUDING SCALED FLOOR PLANS OF DEVICE LOCATIONS AND CUT SHEETS OF DEVICES.

ELECTRICAL PLAN CODED NOTES:

1. CIRCUIT EVERY OTHER FIXTURE AND PROVIDE DUAL SWITCHING FOR THIS CIRCUIT AT SWITCH BANK FOR A 50% REDUCTION IN LIGHTING. ROUTE CIRCUIT THROUGH LIGHTING CONTACTORS. REFER TO SHEET E3.0.
2. CONTRACTOR SHALL PROVIDE ALL RELAYS, CONTACTORS, ETC. TO INTERLOCK THE RESTROOM EXHAUST FAN WITH THE MOTION SENSOR.
3. CIRCUIT EXIT LIGHTS, EMERGENCY EGRESS LIGHTING AND NIGHT LIGHTS (NL) TO THE NEAREST LIGHTING CIRCUIT AHEAD OF ALL SWITCHES.
4. LIGHTING CONTROL SWITCHES. REFER TO SHEET E1 FOR DETAILS.
5. EMERGENCY LIGHT AHEAD OF SWITCHES IN TOILET ROOM. REUSE EXISTING IF PRESENT.
6. ROUTE CIRCUIT THROUGH LIGHTING CONTROL RELAY. SEE LIGHTING CONTROL DIAGRAM.
7. INSTALL WEATHERPROOF JUNCTION BOX ON REAR OF HIGH ENTRY PARAPET WALL WITH 1/2"Ø, EYE-BOLT WALL TO SERVE TENANT SIGNAGE. COORDINATE LOCATION AND SIGN POWER REQUIREMENTS WITH ARCHITECTURAL PLANS, SIGN INSTALLER AND LOCAL AHJ. WHERE PRACTICAL, REUSE EXISTING.
8. CONTRACTOR SHALL FIELD VERIFY EMERGENCY EGRESS LIGHTING IS INSTALLED. IF NONE FOUND PROVIDE EMERGENCY EGRESS LIGHT EQUAL TO LITHONIA EAPN-DB-EXT. CIRCUIT TO NEAREST LIGHTING CIRCUIT AHEAD OF SWITCHES.



2 SWITCH BANK DETAIL
NOT TO SCALE

LIGHTING / FIXTURE SCHEDULE

FIXTURE TYPE	DESCRIPTION & CATALOG NUMBER	LAMP SIZE & CATALOG NUMBER	QTY.	WATTS	TOTAL
	16" Jumbo Pendant Light By Bright Technologies LED Pendant B1C-C-B1X-PC-LED	LED 7W Bulb, 3700K 120V	2	7W	15W
	Indy LED Architectural Cylinder model #LED-3T40-W-F	LED 17.5W Bulb, 3000 Lumens 120V	3	18.5	55.5
	1' Low-voltage Pendant Light Cable Kit 6/2-C-CC-F-W-PC-CTS-PAN-CFCTS-200	Incandescent 60W	2	60	120
	Under Bar Profile LED Strip, B1P2 Series B1P2-3-F	LED 12 per Linear Foot, 3000K 120V	20 LF	5	100
	Low-voltage Track 3-Lite Begin-Track w/ Lexidor Head TRK7LH3L1-F-3S	Replaceable LED Bulbs 120 F.M.W./MR16, 2700K	1	71	71
	6" LED Downlight Juno 6" MR Lumen Gear Combination w/ Open Wire Housing IC6LED6L1-27K-1 Trim#TM-6W	LED 15W Wire Fixed, 2700K 120V	22	15	262
	2x4 Recessed LED Troffer 2X4-42-LED-4W 2X4-42-LED-4W	LED 4W, 4000 Lumen, 4000K Universal 120-277V	4	44	176
	Photoelectric Smoke Detector		-	-	-
	Juno LinEdge Grade Exterior Wall Sconce Model #LE4-27K-1 Finish #BLK	2-4 Watt Incandescent Universal 120-277V	3	10	(12)
	Juno LinEdge Group W/DC Cell Light, Brushed Nickel #LE4-CM-BN	4 Watt LED 1.5V Universal 120-277V	2	1.5	(3.0)
EF	Exhaust Fan Model # T.B.D. By Vendor		1	-	-
Total Watts = 1,980.5		Total Sq. Ft. = 1,329		Watts per Sq. Ft. = 0.67	

LIGHTING GENERAL NOTES

1. THE CONTRACTOR FOR THIS WORK IS REQUIRED TO READ THE SPECIFICATIONS AND REVIEW DRAWINGS OF ALL DIVISIONS OF WORK AND IS RESPONSIBLE FOR THE COORDINATION OF THIS WORK AND THE WORK OF ALL SUBCONTRACTORS WITH ALL DIVISIONS OF WORK. IT IS THIS CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL SUBCONTRACTORS WITH A COMPLETE SET OF BID DOCUMENTS.
2. LIGHTING SHALL BE CIRCUITED EXACTLY AS SHOWN ON PLANS.
3. SEE ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATION AND QUANTITY OF LIGHTING FIXTURES.
4. EMERGENCY AND EXIT LIGHTS SHALL BE INSTALLED AND CIRCUITED PER THE LATEST NATIONAL ELECTRIC CODE AND ALL LOCAL CODES. ALL EMERGENCY AND EXIT FIXTURES SHALL BE DUAL VOLTAGE (120/277 VOLT INPUT) WITH BATTERY BACKUP.
5. ELECTRICAL CONTRACTOR SHALL MAKE ALL FINAL CONNECTIONS AS REQUIRED FOR A FULLY COMPLETE AND OPERABLE SYSTEM.

CONTRACTOR NOTES:

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ARCHITECT, LANDLORD OR TENANT OF ANY DISCREPANCIES ENCOUNTERED ON THE PLANS OR IN EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK.

BIDDERS ARE TO VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS AND SATISFY THEMSELVES AS TO THE NATURE AND SCOPE OF WORK. THE BASE BID SHALL REFLECT MODIFICATIONS TO SYSTEMS AND DEVICES AS REQUIRED BY STATE AND LOCAL CODES WHETHER INDICATED OR NOT ON CONTRACT DOCUMENTS. THE SUBMISSIONS OF A BID WILL BE EVIDENCE THAT SUCH AN EXAMINATION AND COMPLIANCE WITH GOVERNING CODES / REQUIREMENTS HAS BEEN MADE. LATER CLAIMS FOR LABOR, EQUIPMENT, OR MATERIALS REQUIRED OR FOR DIFFICULTIES ENCOUNTERED WHICH COULD HAVE BEEN FORESEEN, HAD AN EXAMINATION AND CODE REVIEW BEEN MADE, WILL NOT BE ALLOWED.

GENERAL NOTES

A. VERIFY WITH LANDLORD, METHOD OF ATTACHMENT FOR ALL ITEMS ANCHORED TO, OR SUSPENDED FROM EXISTING ROOF STRUCTURE. ALL ATTACHMENTS SHALL BE MADE TO ROOF BEAMS AND/OR JOISTS. NO ATTACHMENTS SHALL BE MADE TO THE ROOF DECK.

B. GENERAL CONTRACTOR TO PROVIDE SPRINKLER MODIFICATION DESIGN AND DRAWINGS AND ALL SUBMISSIONS AS REQUIRED BY LANDLORD AND ALL AUTHORITIES HAVING JURISDICTION.

C. B.O. TO VERIFY REUSE OF EXISTING SPRINKLER HEADS AND LOCATIONS. E.C. TO PROTECT SPRINKLER HEADS DURING CONSTRUCTION, AND ALL COVER PLATES ARE TO BE PAINTED THE COLOR OF THE ADJACENT CEILING. ALL SPRINKLER AND FIRE ALARM WORK TO BE PERFORMED BY LANDLORD SPRINKLER SUB-CONTRACTOR(S).

D. ALL SUSPENDED CEILING WORK SHALL COMPLY WITH THE LATERAL DESIGN REQUIREMENTS OF THE 2009 IBC, AND ANY ADDITIONAL LOCAL CODES AND PROVISIONS w/JURISDICTION.

E. ALL LIGHT SWITCHES, FOR PADDLE TYPE, COVERS AND ALL ELEC. RECEP. COVERS FOR WHITE COLOR, U.O.N., SEE ELEC. FOR SWITCH & RECEP. LOCATIONS.

NOTE:
FLEXIBLE CONDUIT SHALL BE USED ONLY FOR CONNECTIONS INSIDE EQUIPMENT AND AS THE FINAL CONNECTION (6'-0" MAXIMUM LENGTH).

INSTALL A COMPLETE TYPE WRITTEN IDENTIFICATION DIRECTORY CARD FOR ALL MAIN AND BRANCH CIRCUITS IN THE PANEL DOOR (ELECTRICAL PANEL BOX).

NOTE:
T.B.D. SHALL COORDINATE ANY CEILING ACCESS PANELS WITH ARCHITECT AND LANDLORD.

NO FLEXIBLE CONDUIT OR MC CABLE IN DRYWALL WALLS. FLEXIBLE CONDUIT IS PERMITTED FOR FINAL CONNECTIONS TO FIXTURES (6'-0" OR LESS). ALL HOME RUNS IN EMT.

COORDINATE ALL FLOOR CUT MEANS AND METHODS OF ROUTING CONDUIT THROUGH THE FLOOR WITH WALL OPERATIONS.

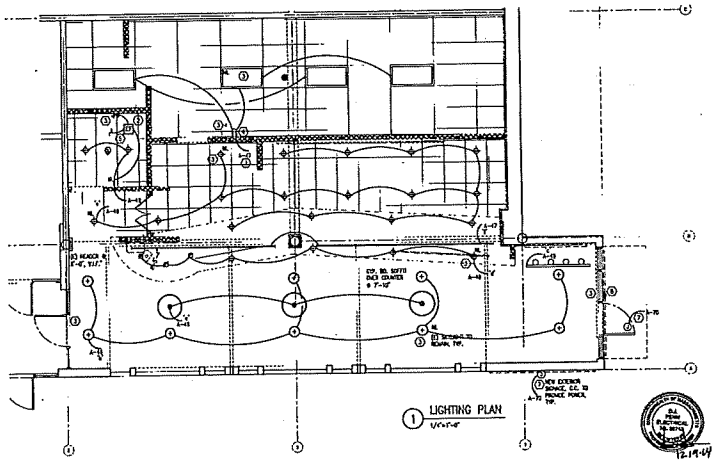
NOTE:
ALL DIFFUSERS, GRILLES, TRACKS, ETC. TO MATCH THEIR CEILING.

NOTE:
ELECTRICAL CONTRACTOR TO LEAVE 4'-0" MIN. THE, WHP & EXOR WALL SCONCE LOCATION TO ALLOW FOR ADJUSTMENTS IN FIELD.

NOTE:
APPROVED FIRE ALARM/SPRINKLER DRAWINGS FROM LANDLORD'S STATE LICENSED FIRE ALARM/SPRINKLER SUB CONTRACTOR PRIOR TO INSTALL.

NOTE:
EXIT LIGHTS SHOULD NOT BE VISIBLE FROM STORFRONTS, TYP.

NOTE:
EXISTING TOILET ROOM TO REMAIN. INSPECT EXISTING FIXTURES & PIPING. REPLACE OR REPAIR ANY DEFECTIVE FIXTURES, EQUIPMENT OR PIPING AS REQ'D.



1 LIGHTING PLAN
1/4"=1'-0"

Revisions

No.	Revisions	By	Date	Appr

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Project Manager Approval

Architect/Engineer of Record

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Project/Space No.
Soo Good! Smoothie

Sheet Title
LIGHTING PLAN

Scale: As Shown	Project No. 141006
Drawn By: M.C., M.H.	
Ck'd By: D.G.B.	
Issue Date: December 12, 2014	Sheet E1

ELECTRICAL PLAN CODED NOTES:

1. 8'X8'X3/4" TELEPHONE AND ALARM BOARD WITH DEDICATED DOUBLE DUPLEX WITH RECEPTACLE. VERIFY SYSTEM GROUNDING AND ALL OTHER REQUIREMENTS WITH LOCAL TELEPHONE COMPANY. STUB-UP (3) 1" C/EMT ABOVE ACCESSIBLE CEILING.
2. DOUBLE DUPLEX OUTLET AT +72" A.F.F. FOR ALARM.
3. ELECTRICAL POWER SHALL ONLY BE STUBBED UP AT LOCATIONS OUT OF THE VIEW FROM THE PUBLIC, INCLUDING THIS LOCATION. VERIFY MOST EFFICIENT INSTALLATION LOCATION IN FIELD AND WITH MILLWORK MANUFACTURER. ALL WIRING SHALL BE CONCEALED FROM VIEW.
4. MULTIPLE LIGHTING CONTACTOR. PROVIDE POLES AS NEEDED, MINIMUM 6-POLES, MECHANICALLY HELD.
5. ELECTRICAL CONTRACTOR TO PROVIDE HANDLE LOCKED OFF ACCESSORY FOR BREAKERS THAT CONTROLS POS. ALARM AND STORE FRONT.
6. SECONDARY P.O.S. IS TO BE SEAL UNIT TO THE MAIN P.O.S.
7. HVAC WORK IS BY OTHERS. HVAC CONTRACTOR SHALL MEET ON SITE WITH ELECTRICAL CONTRACTOR TO DISCUSS REQUIRED COORDINATION.
8. MOUNT RECEPTACLES IN CEILING FOR SHOW WINDOW RECEPTACLE. REVISE EXISTING IF PRESENT.
9. TOILET ROOM SINK AREA RECEPTACLE IS GFCI PROTECTED.
10. COORDINATE LOCATION OF FIRE ALARM CONTROL PANEL (IF REQUIRED).
11. SECURITY PANEL, COORDINATE EXACT REQUIREMENTS WITH SECURITY SYSTEM MANUFACTURER AND PROVIDE AS NECESSARY PRIOR TO ROUGH-IN.
12. PROVIDE NEC COMPLIANT MEANS OF DISCONNECT FOR WATER HEATER.

POWER REQUIREMENTS FOR WALK-IN FREEZER:

WALK-IN HAS TWO POWER CONNECTIONS.
- POWER IS RUN FROM THE ELECTRICAL PANEL TO THE CONDENSING UNIT (ABOVE FREEZER CEILING)
- POWER IS RUN FROM THE ELECTRICAL PANEL TO THE WALK-IN DOOR (HEADER)
- POWER FOR THE EVAPORATOR IS FED BACK INDOORS FROM THE ROOF-MOUNTED CONDENSING UNIT.

G.C. TO VERIFY ALL SPECIFICATIONS AND INSTALLATION REQUIREMENTS FOR WALK-IN COOLER / FREEZER WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS, AND MATCH INSTALLATION (BREAKER SIZES, WIRE SIZES, ETC.) FOR THE EXACT EQUIPMENT SHIPPED TO THE JOB SITE. LOCATION AND INSTALLATION OF CONDENSER UNITS VARY PER WALK-IN UNIT SIZE. G.C. TO CONFIRM ALL DATA / ELECTRIC LOCATIONS WITH TENANT PRIOR TO INSTALLATION.

ELECTRICAL LEGEND

MARK	DESCRIPTION
	DUPLEX ELECTRICAL OUTLET MOUNTED AT 18" A.F.F. UNLESS NOTED OTHERWISE.
	SIMPLEX ELECTRICAL OUTLET MOUNTED AT 18" A.F.F. UNLESS NOTED OTHERWISE.
	GROUND FAULT CIRCUIT INTERRUPTER ELECTRICAL OUTLET MOUNTED AT 18" A.F.F. UNLESS NOTED OTHERWISE.
	QUICK TYPE DUPLEX RECEPTACLE FOR REQUIRED BUNK CONNECTION, AT 78" A.F.F.
	TELEPHONE OUTLET WITH PULL STRING FOR CAT 5 WIRING - MOUNTED AT 18" A.F.F. U.N.O.
	TELEPHONE/DATA JUNCTION BOX WITH PULL STRING FOR CAT 5 WIRING - MOUNTED AT 18" A.F.F. U.N.O.
	DATA / CABLE TV JUNCTION BOX WITH PULL STRING FOR CAT 6 WIRING - MOUNTED AT 18" A.F.F. U.N.O.
	TELEVISION CABLE OUTLETS WITH PULL STRING FOR CABLE CONNECTORS - MOUNTED AT 18" A.F.F. U.N.O.
	2-HOUR LOCKBOX
	T-STAT LOCATION AT 54" A.F.F. MAX.
	DBL. LIGHT SWITCH MOUNTED AT 4'-0" A.F.F.

ALL FIRE ALARM WORK MUST BE COMPLETED BY LANDLORDS APPROVED CONTRACTOR AT TENANTS EXPENSE.

T.G.C. TO ENSURE ALL FLOOR RECEPTACLES AT DISPLAY CASES ARE HIDDEN. COORDINATE FLOOR PENETRATIONS WITH MILLWORK FABRICATOR PRIOR TO COMMENCEMENT OF WORK.

CONTRACTOR NOTES:

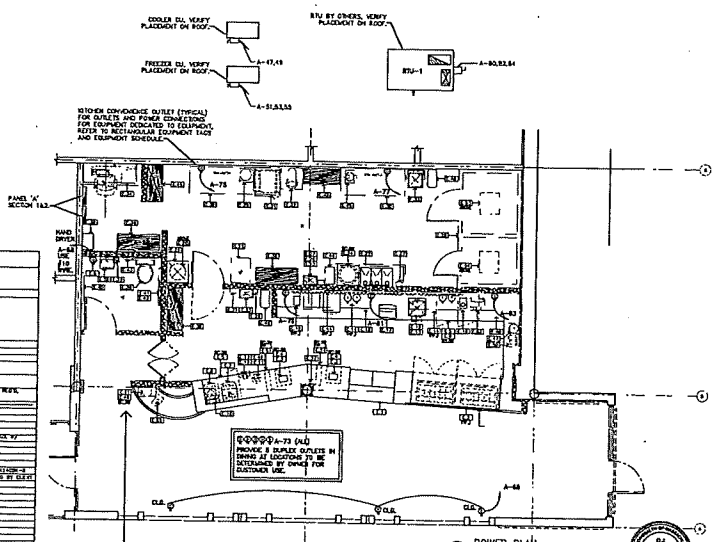
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ARCHITECT, LANDLORD OR TENANT OF ANY DISCREPANCIES ENCOUNTERED ON THE PLANS OR IN EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK.

BIDDERS ARE TO VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AND SATISFY THEMSELVES AS TO THE NATURE AND EXTENT OF WORK. THE BASE BID SHALL REFLECT MODIFICATIONS TO SYSTEMS AND DEVICES AS REQUIRED BY STATE AND LOCAL CODES WHETHER SHOWN OR NOT ON CONTRACT DOCUMENTS. THE SUBMISSION OF A BID SHALL BE EVIDENCE THAT SUCH AN EXAMINATION AND ENSURE WITH GOVERNING CODES / REQUIREMENTS HAS BEEN MADE. LATER CLAIMS FOR LABOR, EQUIPMENT, OR MATERIALS REQUIRED FOR DIFFICULTIES ENCOUNTERED WHICH COULD HAVE BEEN FORESEEN, HAD AN EXAMINATION AND CODE REVIEW BEEN MADE, WILL NOT BE ALLOWED.

TENANT IS RESPONSIBLE FOR PROVIDING THE COMPLETE FIRE ALARM SYSTEM FOR THE PREMISES.

ALL CONNECTIONS TO ROOF MOUNTED EQUIPMENT SHALL BE MADE INSIDE THE RESPECTIVE EQUIPMENT CURB OR THROUGH A MANUFACTURED PIPING CURB. NO PITCH POCKETS WILL BE ALLOWED FOR CONDENSATE DRAINS, REFRIGERANT PIPING, OR POWER AND CONTROL WIRING.

208/120 VOLT SYSTEMS:	277/480 VOLT SYSTEMS:
PHASE A - BLACK	PHASE A - BROWN
PHASE B - RED	PHASE B - ORANGE
PHASE C - BLUE	PHASE C - YELLOW
NEUTRAL - WHITE	NEUTRAL - WHITE WITH TRACER OR GRAY



TO READ CHART, MATCH TAG ON TABLE TO TAG ON POWER PLAN AND READ THE CIRCUIT NUMBER ON THE EQUIPMENT SCHEDULE.

1 POWER PLAN
1/4"=1'-0"

EQUIPMENT SCHEDULE

MARK	QUANTITY	ITEM DESCRIPTION	MANUF./SUPPLIER	MODEL NUMBER	ELECTRICAL CONNECTIONS: WIRE — STANDARD # OF CONDUCTORS	WIRE — WATTS	WIRE — AMPERES	WIRE — VOLTAGE	WIRE — WATTS	WIRE — AMPERES	CIRCUIT — VOLT	CIRCUIT — PHASE	CIRCUIT — CIRCUIT	REMARKS
E-1	1	REFRIGERATED DISPLAY CASE	TURBO AIR	TGM-R-36SB	1	1320.00	5.5	240.0	115	-	0.5	1	A-1	NEMA 5-15P
E-2	1	REFRIGERATED VACUMEN UNIT	NOR-LAKE	NLSM018-12	1	900.0	3.0	115.0	0.0	115	-	7.5	A-3, A-5	NEMA 5-15P
E-3	1	SOUD-DISPENSING MACHINE SYSTEM	APPLE	N/AA	1	960.0	4.0	115.0	0.0	115	-	-	A-7, A-9	NEMA 5-15P
E-5	1	UNDERCOUNTER SOLID DOOR REFRIGERATOR	NOR-LAKE	NLUR27	1	750.0	7.0	30.0	79.00	115	-	3.5	A-11, A-13	
E-6	1	UNDERCOUNTER SOLID DOOR FREEZER	NOR-LAKE	NLUF27	1	1100.0	7.3.0	30.0	79.00	115	-	3.5	A-15	
E-7	1	ESPRESSO MACHINE, AUTOMATIC	SCHAERER	AMBERT PE	1	1100.0	17.0	23.0	237	200	-	30	A-17,19	DEDICATED RECEPTACLE, CONFIRM W/ MFG. & TENANT
E-8	1	COMPRESSOR, 5-HP	[illegible]	[illegible]	1	3.7.5	23.0	23.0	230	230	-	-	[illegible]	[illegible]
E-9	1	BLENDER	VITAMIX	34018	1	1.1.0	9.5	10.0	10	120	-	1	A-21, A-23	
E-10	1	FROZEN DRINKER	BUNN	FB-21 GRC	1	1.1.0	8.0	12.0	12.0	120	-	1	A-25, A-27	
E-12	1	CHARGER	BUNN	SD-2RD	1	1.1.0	18.0	12.0	12.0	120	-	-	A-29, A-31	
E-14	1	CHARGER	BUNN	SD-2RD	1	1.1.0	18.0	12.0	12.0	120	-	-	A-33, A-35	
E-15	1	HOT WATER DISPLAY	BUNN	[illegible]	1	1.1.0	8.0	12.0	12.0	120	-	1	A-37, A-39	
E-16	1	HOT WATER	BUNN	[illegible]	1	1.1.0	12.0	12.0	12.0	120	-	1	A-41	
E-17	1	TV'S, MONITORS	SONY	[illegible]	1	1.1.0	1.1.0	1.1.0	1.1.0	120	-	-	A-43	POWER, MOUNT LOCATION, AND SHARE BOX W/ [illegible]
E-18	1	DOUBLE TOP BOOKSTORE BLANK	MATRIX PRO	TBD	1	1.1.0	1.1.0	1.1.0	1.1.0	120	-	-	A-45	
E-19	1	CONVECTION OVEN ELECTRIC	BLODGETT	1000-100-E	1	3.0.0	1.5.0	2.0	2.0	120	1000	-	11	A-47, 49	DUAL
E-20	1	CONVECTION BLOWER/MAKER	HOBART	DOUBLE	1	3.0.0	1.5.0	2.0	2.0	120	1000	-	11	A-51, 53	DUAL
E-21	1	TELEPHONE SYSTEM	TBD	TBD	1	1.0.0	-	-	-	1.0	-	1/2	-	A-55	POWER W/ GROUP, SHARE NEMA 5-15/20R-2
E-22	1	FLAT, SURFACE MOUNTED MENU BOARD	SCHRIBT	TBD	1	1.0.0	-	-	-	-	-	-	-	A-57	MOUNT OF TELEPHONE CABLE TBD BY CLIENT
E-23	1	AUDIO SYSTEM	COLUMN	TBD	1	1.0.0	-	-	-	-	-	-	-	A-59
E-24	1	TONE BOX - WOODWORK	SCHRIBT	11-1000-1	1	1.1.0	-	-	-	1.0	120	1	1.0	A-61	NEMA 5-15P
E-25	1	EX FOOD MONITOR	MARINE	1971/1000	1	1.1.0	1.1.0	1.1.0	1.1.0	120	1.000	3	12.0	A-63, 65	NEMA 5-15P
E-26	1	DISPLAY LIGHTS	MARINE	MC7756	1	1.1.0	5.0	1.1.0	1.1.0	120	1.000	-	12.0	A-67	NEMA 5-15P
E-27	1	SIGNAGE LIGHTS	LUMINA	TBD	1	1.1.0	1.0	1.1.0	1.1.0	120	1.000	-	-	A-69	NEMA 5-15P
E-28	1	EXPOSITOR CONVERTERS UNIT	HEAT SENTS, INC.	HCF6-31-1	1	1.0.0	-	-	-	1.1.0	-	-	2.0	A-71	
E-29	1	WATER CONDENSING UNIT	FLOWCON	WCUDEC1/11-A	1	1.0.0	-	-	-	0.0/1.0	-	-	5.0	A-73, 75	1/2
															STAINLESS STEEL FINISH

Revisions

No.	Revisions	By	Date	Appr

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Project Manager Approval

Architect/Engineer of Record

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Project/Space No.
Soo Good Smoothie

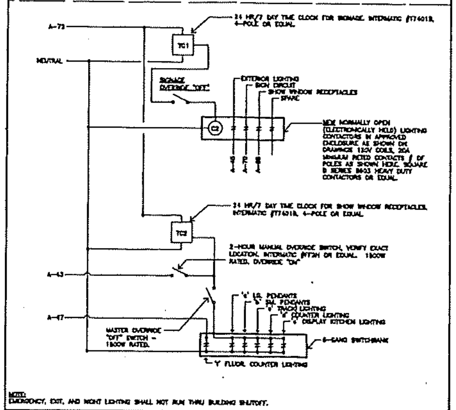
Sheet Title
POWER PLAN

Scale: As Shown
Drawn By: K.C., R.H.
Chk'd By: D.K.H.
Issue Date: December 12, 2014

Project No. 141001

Sheet E2

LIGHTING SHUTOFF DETAIL



NOTE:
EMERGENCY, EXIT, AND NIGHT LIGHTING SHALL NOT RUN THRU BUILDING SHUTOFF.

PANELBOARD SCHEDULE - 'A' - (NEW)

[illegible]	[illegible]

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION	
O	ELECTRICAL JUNCTION BOX	SEE DRAWINGS
	DUPLEX RECEPTACLE, 3 WIRE GROUND TYPE, 20A	18"
WP	DUPLEX RECEPTACLE, WEATHERPROOF, 20A	18"
GFI	GROUND FAULT PROTECTED DUPLEX RECEPTACLE, 20A	18"
	QUADRAPLEX WALL RECEPTACLE, 20A	18"
	FLOOR MOUNTED QUADRAPLEX RECEPTACLE, 20A	–
	PUSHBUTTON STATION	44"
	LOW VOLTAGE BUZZER TRANSFORMER	AS REQUIRED
	DOOR BUZZER	84"
$ $[3]$[4]	TOGGLE SWITCH-SINGLE, 3-WAY & 4-WAY	48"
	TELEPHONE OUTLET	18"
	FLOOR MOUNTED TELEPHONE OUTLET	–
	DATA OUTLET-CATAGORY 5	18"
2	DATA OUTLET- DUPLEX CATAGORY 5	18"
	ELECTRICAL DISCONNECT SWITCH	AS REQUIRED

NOTE:
ALL SYMBOLS DO NOT NECESSARILY APPLY
MOUNTING HEIGHT TO CENTERLINE-U.N.O.
IN HANDICAPPED AREAS, THE RECEPTACLES AND TELEPHONE OUTLETS SHALL BE MOUNTED AT 24" A.F.F.; THE TOGGLE SWITCHES, THERMOSTATS AND MANUAL MOTOR STARTERS SHALL BE MOUNTED AT 42" A.F.F.

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DEMAND LOAD CALCS

LIGHTING	3.38	KVA X	100 %	=	3.4 KVA
RECEPTACLE TOTAL	2.70	KVA			
1ST	10.00	KVA X	100 %	=	2.7 KVA
REMAIN	0.00	KVA X	50 %	=	0.0 KVA
MOTORS	0.00	KVA X	100 %	=	0.0 KVA
A/C	12.79	KVA X	100 %	=	16.8 KVA
HEATING	0.00	KVA X	100 %	=	0.0 KVA
LOCKED-OUT LOAD	____	KVA X	100 %	=	0.0 KVA
KITCHEN	73.86	KVA X	65 %	=	46.8 KVA
MISCELLANEOUS	3.90	KVA X	100 %	=	3.9 KVA
TOTAL				=	84.6 KVA

208/120 VOLT SYSTEMS:	277/480 VOLT SYSTEMS:
PHASE A – BLACK	PHASE A – BROWN
PHASE B – RED	PHASE B – ORANGE
PHASE C – BLUE	PHASE C – YELLOW
NEUTRAL – WHITE	NEUTRAL – WHITE WITH TRACER OR GRAY

ELECTRICAL RISER DIAGRAM

ALL ITEMS ARE TO BE VERIFIED IN FIELD. ELECTRICAL SUB-CONTRACTOR TO NOTIFY ARCHITECT IMMEDIATELY SHOULD ANY DISCREPANCIES BE DISCOVERED.

120/208V 3 PH, 4 WIRE ELECTRICAL SERVICE. NOTIFY ENGINEER IMMEDIATELY IF OTHER THAN SHOWN.

LL NOTE:
ALL WORK OUTSIDE OF TENANT'S SPACE SHALL BE BY A LANDLORD APPROVED ELECTRICAL CONTRACTOR AT THE TENANT'S EXPENSE.

HOMERUNS AND BRANCH WIRING FOR 20 AMP CIRCUITS SHALL BE AS FOLLOWS:

LENGTH	CIRCUIT WIRE SIZE	HOMERUN WIRE SIZE
0FT TO 50FT	NO.12 AWG	NO.12 AWG
51FT TO 75FT	NO.12 AWG	NO.10 AWG
76FT TO 100FT	NO.10 AWG	NO.8 AWG
101FT TO 150FT	NO.10 AWG	NO.6 AWG
151FT TO 200FT	NO.10 AWG	NO.4 AWG

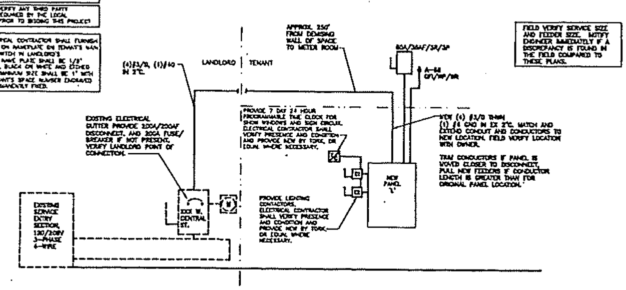
ELECTRICAL SUB-CONTRACTOR IS RESPONSIBLE FOR EXTENSION OF TELEPHONE SERVICE TO TENANT SPACE WITH 1" CONDUIT.

ELECTRICAL SUB-CONTRACTOR MUST FIELD VERIFY IN FIELD AND REPORT DISCREPANCIES TO ARCHITECT-ELECTRICAL SUB-CONTRACTOR TO BALANCE ALL PHASES TO WITHIN 10% IN FIELD.

T.E.C. SHALL VERIFY ANY THIRD PARTY INSPECTIONS REQUIRED BY THE LOCAL JURISDICTION PRIOR TO BIDDING THIS PROJECT

TENANT ELECTRICAL CONTRACTOR SHALL FURNISH AN IDENTIFICATION NAMEPLATE ON TENANT'S MAIN DISCONNECT SWITCH IN LANDLORD'S SWITCHBOARD. NAME PLATE SHALL BE 1/8" THICK PLASTIC, BLACK ON WHITE AND ETCHED LETTERS. THE MINIMUM SIZE SHALL BE 1" WITH ONLY THE TENANT'S SPACE NUMBER ENGRAVED ON SUCH, PERMANENTLY FIXED.

FIELD VERIFY SERVICE SIZE AND FEEDER SIZE. NOTIFY ENGINEER IMMEDIATELY IF A DISCREPANCY IS FOUND IN THE FIELD COMPARED TO THESE PLANS.



ONE-LINE RISER NOTES:

1. PROVIDE LOCK-ON BREAKERS FOR ALL NL/EM AND SECURITY/PHONE CIRCUITS, DUCT DETECTORS, AND TIME CLOCK.
2. USE THHN WIRE INSULATION, 75°C.
3. THE INTENT OF THE DESIGN IS TO USE TWO 84-POLE DOUBLE-TALL PANELS.

Revisions

No.	Revisions	By	Date	Appr

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Project Manager Approval

Architect/Engineer of Record

Location
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Project/Space No.
Soo Good! Smoothie

Sheet Title
ELECTRICAL RISER DIAGRAM AND SCHEDULES

Scale:	As Shown	Project No.	14-003
Drawn By:	B.C., A.M.	Sheet	
Chk'd By:	D.E.M.		
Issue Date:	December 12, 2014		E3

PLUMBING LEGEND:

- HOT WATER SUPPLY LINE
- COLD WATER SUPPLY LINE
- SANITARY WASTE LINE
- GREASE WASTE LINE
- PVC DROP
- RISER VENT (DASHED)
- CONNECT NEW TO EXISTING LINES
- TRAP PRIMER
- CONTINUATION
- END CAP
- BACK FLOW PREVENTER (BFP)
- BALL VALVE
- EXTENT OF INSULATION/ INSULATION
- ISOLATION / SHUT-OFF VALVE

YCO	YARD CLEAN OUT
DYCO	DOUBLE YARD CLEAN OUT
WCO	WALL CLEAN OUT
CO	CLEAN OUT
GCO	GRADE CLEAN OUT
FCO	FLOOR CLEAN OUT
WH	WALL HEATER
HB	HOSE BIB
VTR	VENT THRU ROOF
BFP	BACK FLOW PREVENTER
(E)	EXISTING PIPING
SW	SAMPLE WELL
V	VENT
	CONNECTION FROM NEW TO EXISTING
M/RO	WATER SUPPLY METER/REMOTE READOUT

PLUMBING PLAN KEY NOTES

1. INSTALL BFP-1 ON WALL BEHIND ICEMAKER. ROUTE WATER LINE TO ICE MAKER.
2. WATER FILTER ASSOCIATED WITH ESPRESSO MACHINE TO BE INSTALLED BELOW COUNTER.
3. ROUTE NEW GAS LINE DOWN FROM ROOF. COORDINATE WITH LANDLORD FOR SIZING BASED UPON WATER HEATER DEMAND OF 199 MBH. PROVIDE REGULATOR IF GAS PRESSURE IS ABOVE 0.5" WC.
4. PROVIDE WATER HEATER WITH NEW MANUFACTURER'S URBANE CONDITING TO TWIN PVC ADAPTER. ROUTE SOLID CORE CPVC PVC UP THROUGH ROOF AND TERMINATE 24" ABOVE ROOF SURFACE WITH GOOSENECK.

PLUMBING MATERIALS TABLE:

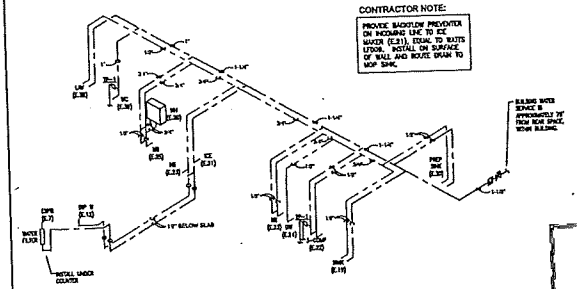
1. ALL HOT AND COLD WATER SUPPLY PIPING, WHERE ALLOWED BY AHJ AND OWNER SHALL BE CPVC OR PEX.
2. ROOF-TOP CONDENSATE SHALL BE TYPE 'L' OR TYPE 'M' COPPER ABOVE ROOF (APPROX 2'-0"), SCH PVC BELOW.
3. TRANSITIONS BETWEEN COPPER AND PEX/PVC PIPING SHALL BE MADE BY SHARKBITE TYPE FITTINGS, INSTALLED PER MANUFACTURER'S INSTRUCTIONS.
4. INSULATE (1" MINIMUM, R-3) ALL EXPOSED PIPES IN CLG SPACE, EXT. WALLS & ALL EXPOSED HOT WATER LINES AT OR ABOUT THE WATER HEATER.
5. UNDERSLAB DRAIN PIPING SHALL BE SCHEDULE 40 PVC.
6. VENT PIPING SHALL BE SCHEDULE 40 PVC.
7. GAS PIPING SHALL BE SCHEDULE 40 METAL PIPE (BLACK STEEL).
8. SANITARY PIPING
   A) WASTE, DRAIN AND VENT PIPING SHALL BE PVC PIPE.
   B) CONDENSATE PIPING SHALL BE PVC PIPE.

*THIS MATERIALS LIST REPRESENTS THE MINIMUM SPECIFICATIONS SET FORTH BY THE MEP ENGINEER. CONTACT LANDLORD'S REPRESENTATIVE PRIOR TO BEGINNING CONSTRUCTION TO VERIFY IF THERE ARE ANY ADDITIONAL OR MORE STRINGENT REQUIREMENTS BEYOND THESE.

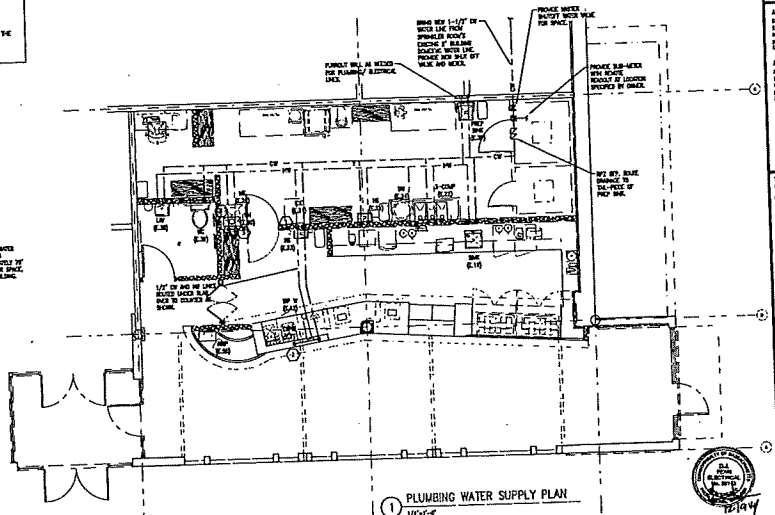
TOILET ROOM WILL REMAIN IN THE SAME LOCATION, THERE WILL BE NO CHANGES TO THE TOILET ROOM PLUMBING.

CONTRACTOR NOTE:

PROVIDE BACKFLOW PREVENTER ON INCOMING LINE TO ICE MAKER (E.21), EQUAL TO WATTS U7000. INSTALL ON SURFACE OF WALL AND ROUTE DRAIN TO MOP SINK.



2 PLUMBING WATER SUPPLY RISER DIAGRAM
NTS



1 PLUMBING WATER SUPPLY PLAN
1/4"=1'-0"

Revisions

No.	Revisions	By	Date	Appr

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Project Manager Approval

Architect/Engineer of Record

Location
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Project/Space No.
Soo Good! Smoothie

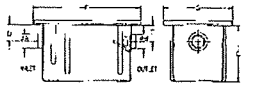
Sheet Title
PLUMBING SUPPLY PLAN

Scale: As Shown
Drawn by: R.C., R.M.
Chk'd by: D.C.B.
Issue Date: December 12, 2014

Project No. 141202

Sheet P1.0

GT2702 Polyethylene Grease Interceptor
TAG _____



Product	Inlet/Outlet	Pipe Bottom Q Tee	Grease Capacity Lbs.	Dimensions in Inches C	D	E	F	G
GT2702	2	27	1.5	14	27	7.5	15	18
GT2702	2	30	1.5	14	27	7.5	15	18
GT2702	3	30	1.5	14	27	7.5	15	18
GT2702	3	36	1.5	14	27	7.5	15	18
GT2702	4	36	1.5	14	27	7.5	15	18
GT2702	4	42	1.5	14	27	7.5	15	18
GT2702	4	48	1.5	14	27	7.5	15	18
GT2702	4	48	1.5	14	27	7.5	15	18
GT2702	4	48	1.5	14	27	7.5	15	18
GT2702	4	48	1.5	14	27	7.5	15	18
GT2702	4	48	1.5	14	27	7.5	15	18

Rev. 0 Date 3/08/06 E.O. No. 13,027
Drg. No. 3,011 Product No. GT2702

P3 GREASE INTERCEPTOR DETAIL
NOT TO SCALE

PLUMBING FIXTURE SCHEDULE

FIXTURE DATA			CONNECTION DATA							
ITEM ID	EQUIP. & FIXTURES	MFG / MODEL #	SOIL	VENT	TRAP	INDIRECT WASTE	WATER CW	WATER HW	WATER TW	REMARKS
TMV	THERMOSTATIC MIXING VALVE	WATTS/ LF1017	-	-	-	-	-	-	-	THERMOSTATIC MIXING VALVE, MIN. TEMP 105° F.
T.P.	TRAP PRIMER	JOHN/ 82126-15	-	-	-	-	1/2"	-	-	MOUNT UNDER CLOSEST SINK OR CLOSEST PIECE OF EQUIPMENT.
BFP1	BACK FLOW PREVENTER	WATTS/ LF009	-	-	-	-	-	-	-	DOUBLE CHECK VALVE ASSEMBLY
WCO	WALL CLEANOUT	JOHN/ 58005	-	-	-	-	-	-	-	
FCO	FLOOR CLEANOUT	JOHN/ 17017 SERIES	-	-	-	-	-	-	-	4" SQUARE FLOOR CLEANOUT.
G1	GREASE INTERCEPTOR	JOHN/ GT-2702 ENCORE SERIES	-	-	-	-	-	-	-	COORDINATE PLACEMENT UNDER SINK AND CONFIGURATION IN KITCHEN.
FD	FLOOR DRAIN	JOHN/ 830-6 PVC	3"	2"	3"	-	-	-	-	7" SQUARE FLOOR DRAIN, GRATE, WITH TRAP PRIMER CONNECTION
HD	HUB DRAIN	JOHN/ 840 SERIES	3"	2"	3"	-	-	-	-	SIMIL AS FD-1, BUT PROVIDE NEW CONDENSATE FUNNEL MODEL NUMBER 843-F2
FS	FLOOR SINK	ZURN / Z1800	3"	2"	3"	-	-	-	-	8 GRATE, SQUARE, USE IN LIGHT TRAFFIC AREAS.

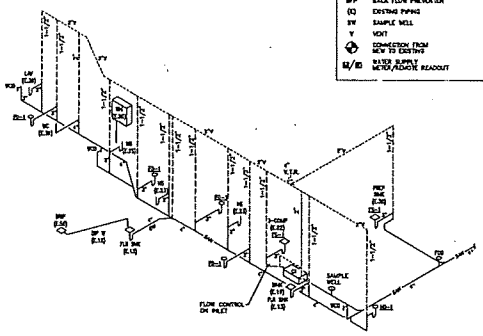
PLUMBING LEGEND:

- HOT WATER SUPPLY LINE
- COLD WATER SUPPLY LINE
- SANITARY WASTE LINE
- GREASE WASTE LINE
- PIPE DROP
- RISER VENT (DASHED)
- CONNECT NEW TO EXISTING LINES
- TRAP PRIMER
- CONTRACTOR
- CAP
- BACK FLOW PREVENTER (BFP)
- BALL VALVE
- EXTENT OF SANDBLASTING/ TREATMENT
- ISOLATION / SHUT-OFF VALVE

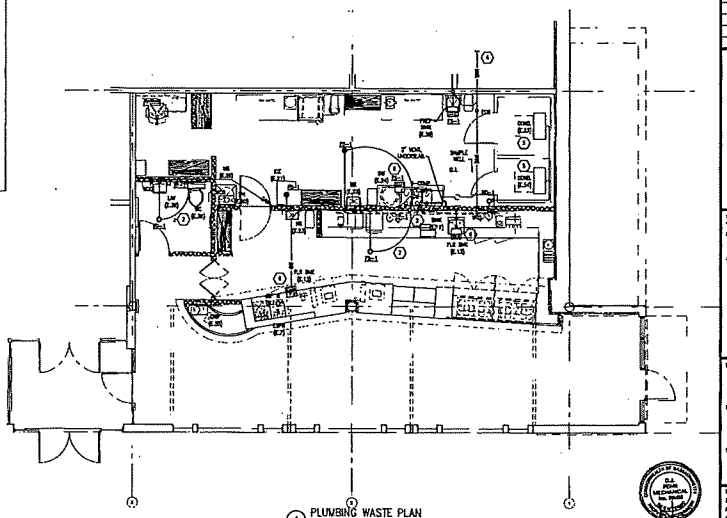
YCO	YARD CLEAN OUT
DYCO	DOUBLE YARD CLEAN OUT
WCO	WALL CLEAN OUT
CO	CLEAN OUT
GCO	GRADE CLEAN OUT
FCO	FLOOR CLEAN OUT
WH	WALL HEATER
HB	HOSE BIB
VTR	VENT THRU ROOF
BFP	BACK FLOW PREVENTER
(E)	EXISTING PIPING
SW	SAMPLE WELL
V	VENT
	CONNECTION FROM NEW TO EXISTING
GI/WI	WATER SUPPLY METER/REMOTE READOUT

PLUMBING PLAN KEY NOTES

1. ROUTE 3/4" INDIRECT WASTE LINE TO NEAREST FLOOR SINK.
2. 1/2" CW FROM TRAP PRIMER, ROUTED UNDERFLOOR TO FLOOR DRAIN.
3. NOT USED
4. 4" SANITARY LINE ROUTED TO BUILDING WALL AT REAR OF BUILDING. LOCATION OF EXISTING SANITARY. CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING SANITARY LINE. COORDINATE ACCESS TO TENANT SPACE BEHIND.
5. 3/4" CONDENSATE FROM COOLER/FREEZER UNIT TO HUB DRAIN.
6. ROUTE INDIRECT WASTE LINE TO FLOOR SINK.
7. DISHWASHER TO DRAIN TO FLOOR SINK.



P2 PLUMBING WASTE RISER DIAGRAM
NTS



1 PLUMBING WASTE PLAN
1/4" = 1'-0"

1-5-15

Revisions

No.	Revisions	By	Date	Appr

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Sheet Title
PLUMBING WASTE PLAN

Scale: As Shown
Drawn by: R.C., M.R.
Chk'd by: D.E.H.
Issue Date: December 12, 2014

Project No. 14.002

Sheet P2.0

MECHANICAL SPECIFICATIONS

1.0 GENERAL:

1.1 ALL APPLICABLE CODES, LAWS AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THE WORK ARE HEREBY INCORPORATED INTO AND MADE A PART OF THE JOB SPECIFICATIONS. ANY DEVIATIONS TO BE CARRIED OUT BY THE CONTRACTOR WHO SHALL NOTIFY THE OWNER PRIOR TO BUILDING PERMIT APPROVAL OF ANY WORK OR MATERIALS WHICH VIOLATE ANY OF THE ABOVE LAWS AND REGULATIONS. ALL WORK OR MATERIALS WHICH VIOLATE ANY SUCH LAWS SHALL BE CORRECTED BY THE CONTRACTOR.

1.2 INSTALLATION EACH SPACE TO BUILDING WITH EQUIPMENT MUST BE SERVICE WHERE NECESSARY. EQUIPMENT SHALL BE SUPPORTED FROM BUILDING STRUCTURE IN SECTIONS OF SIZE SUITABLE FOR MOVING THROUGH HALLWAYS AND DOORWAYS. CONTRACTOR TO BE RESPONSIBLE FOR ANY DAMAGE TO WHOLE PIECE OF ANY EQUIPMENT THAT MUST BE MOVED THROUGH ALL AREAS.

1.3 DUCTWORK IS SHOWN DIAGRAMATICALLY AND SHOULD NOT BE SCALED. ALL OFFSETS, DROPS AND RISES OF DUCT, THE CONTRACTOR SHALL ALLOW IN THE PRICE FOR SOLUTION OF ELECTRONIC TO AVOID MALFUNCTIONS. EXACT LOCATIONS ARE SUBJECT TO APPROVAL OF ARCHITECT. COORDINATION WITH THE OTHER SERVICES, INCLUDING THOSE OF OTHER TRADES IS REQUIRED.

1.4 SUPPORT ALL DUCTWORK FROM BUILDING STRUCTURE AND/OR FRAMING IN AN APPROVED MANNER. DO NOT SUPPORT DUCTWORK BOXES NOT TO HAVE ANY FRAME OR SUPPORTS FOR EXAMPLE PLAN AND LOCATION DUCTWORK BOXES. DO NOT SUPPORT FROM OTHER DUCTWORK. FACTORY FINISHED SHEET SHALL BE USED WHERE EXPOSED TO VIEW. SUPPORTS FOR EXPOSED DUCTWORK SHALL BE FREE FINISH SERVED MADE WITH ONE COAT AND DO BLACK STRIPE STRUCTURAL LOADING INCLUDING PIPES. DUCTWORK CONTENT & AND CONTAINER SHALL NOT EXCEED 70% OF RATED WORKING LOAD. WHEN SUPPORTING PLUMBING AND ELECTRICAL LOADS IN APPROVED MANNER.

1.5 INSTALL WORK SO AS TO BE READILY ACCESSIBLE FOR OPERATION, MAINTENANCE AND REPAIR. MINOR DEVIATIONS FROM DRAWINGS MAY BE MADE SO ACCEPTABLE SHALL BUT CHANGES WHICH INVOLVE EXTRA COST SHALL NOT BE MADE WITHOUT APPROVAL.

1.6 REMOVAL AND RELOCATION OF EXISTING EQUIPMENT WORK SHALL BE INCIDENTALLY FOR THE PERFORMANCE OF THE SEVERAL WORK. ALL EXISTING EQUIPMENT CONTENT BE COMPLETELY DETAILED BY THE ENGINEER. THE CONTRACTOR SHALL SURVEY THE SITE AND INCLUDE ALL CHANGES IN MAKING UP THE WORK PROPOSAL.

1.7 PLAN INSTALLATION OF NEW WORK AND COORDINATING TO EXISTING WORK TO ENSURE MINIMUM INTERFERENCE WITH REGULAR OPERATION OF EXISTING FACILITIES. ALL SYSTEM SHUTDOWNS AFFECTING OTHER AREAS SHALL BE COORDINATED WITH OWNER. OWNER SHALL INSTALL ISOLATION VALVES AT POINT OF CONNECTION TO THE EXISTING PIPING. PROVIDE TEMPORARY DUCT CAPS AND/OR CONNECTIONS TO MINIMIZE SHUTDOWN TIME.

1.8 CONNECT NEW WORK TO EXISTING WORK IN NEAT AND APPROVED MANNER. RESTORE EXISTING WORK DISTURBED DURING INSTALLATION NEW WORK TO ACCEPTABLE CONDITION AS DETERMINED BY ARCHITECT.

1.9 DISCONNECT, REMOVE AND/OR RELOCATE EXISTING MATERIAL, EQUIPMENT AND OTHER WORK AS NOTED OR REQUIRED FOR PROPER INSTALLATION OF NEW SYSTEM.

1.10 THE CONTRACTOR SHALL KEEP ALL EQUIPMENT AND INSTALLATION AND ALL PARTS OF THE BUILDING, EXTERIOR OF BUILDING AND ADJACENT STREETS, SIDEWALKS AND PAVEMENTS FREE FROM MATERIAL AND DEBRIS RESULTING FROM THE EXECUTION OF THE WORK. EXCESS MATERIALS WILL NOT BE PERMITTED TO ACCUMULATE EITHER ON THE INTERIOR OR THE EXTERIOR.

1.11 SEAL OPENINGS AROUND DUCTS AND PIPING THROUGH PARTITIONS, WALLS AND FLOORS (NOT IN SHAFTS) WITH MINERAL WOOL OR OTHER NONCOMBUSTIBLE SEALANT.

1.12 ALL NECESSARY PLANNING AND COORDINATION TO MAINTAIN THE BUILDING/WORKING SPACE OF THE BUILDING AS REQUIRED BY THE INSTALLATION OF DUCTS AND EQUIPMENT SHALL BE PROVIDED BY LANDLORD'S ENGINEER CONTRACTOR. ALL WARRANTY EXPIRES. PROVIDE SUPPLIES DURING AS REQUIRED.

1.13 ALL PRESENT MATERIAL, EQUIPMENT AND CONSTRUCTION DEEMED TO BE REQUIRED UNDER THIS CONTRACT SHALL BECOME THE PROPERTY OF THE CONTRACTOR WITH THE EXCEPTION OF SPECIFIC EQUIPMENT AND SPARE MODULES TO BE BY THE BUILDING REPRESENTATIVE. ARCHITECT OR AS NOTED IN THE RELOCATION ON THE DRAWINGS SHALL BE PROPERLY DISPOSED BY THE CONTRACTOR.

1.14 MATERIALS AND WORKMANSHIP, UNLESS OTHERWISE NOTED, SHALL BE IN ACCORDANCE WITH BUILDING STANDARDS.

1.15 THE WORK IN THE BUILDING SHALL BE DONE WHERE AND AS DIRECTED, AND IN A MANNER SATISFACTORY TO THE OWNER. THE WORK SHALL BE PERFORMED BY US TO CAUSE THE LEAST POSSIBLE INCONVENIENCE AND DISTURBANCE TO THE PRESENT OCCUPANTS.

1.16 UNLESS OTHERWISE SPECIFICALLY SPECIFIED, INCLUDE ALL FITTING AND PATCHING OF EXISTING FLOORS, WALLS, PARTITIONS AND CEILINGS AFFECTED BY THE WORK OF THE EXISTING BUILDING. THE CONTRACTOR SHALL RESTORE THESE AREAS TO ORIGINAL CONDITION.

1.17 REMOVABLE ACCESS TILE AND/OR ACCESS DOOR ARE REQUIRED IN PLANE OF LINES, SHAFTS AND WALLS TO BE ALL VALVES AND DAMPERS. AUTOMATIC DAMPERS AND ALL OTHER MECHANICAL EQUIPMENT AND CONTROLS. ARCHITECT TO FURNISH ACCESS LOCATION DRAWINGS ALL TO BE MADE CONTRACTOR. ACCESS TILE IDENTIFICATION PROVIDE BUTTONS TAGS AND SHAPES TO STOP AT LOCATION OF CONCEALED DAMPERS AND EQUIPMENT.

1.18 ALL MATERIAL AND EQUIPMENT TO BE NEW UNLESS OTHERWISE NOTED AND SHALL BE IN ACCORDANCE WITH BUILDING STANDARDS.

1.19 BUMPER ON A PROPOSAL SHALL BE CONSTRUED AS EVIDENCE THAT A CAREFUL EXAMINATION OF THE PORTIONS OF THE EXISTING BUILDING, BUILDING ETC. WHICH AFFECT THE WORK AND THE ACCESS TO SUCH SPACES, HAS BEEN MADE AND THAT THE CONTRACTOR IS FAMILIAR WITH THE CONDITIONS AND DIFFICULTIES THAT WILL AFFECT THE EXECUTION OF THE WORK. LATER CLAIMS FOR EXTRA COMPENSATION DUE TO LABOR, EQUIPMENT OR MATERIALS REQUIRED BECAUSE OF DIFFICULTIES OF ACCESS, WHICH COULD HAVE BEEN FORESEEN DURING SUCH EXAMINATION THE OWNER'S INSPECTION SHALL VERIFY EXISTING ELECTRICAL PIPING DUCTS, CLEARANCES, ETC. AND CONDITIONS.

1.20 MANUFACTURED IN ACCORDANCE WITH BUILDING REQUIREMENTS AND SHALL INCLUDE A MOLD MANUFACTURER STAMP OWNER AND ENGINEER.

1.21 THE FINAL ACCEPTANCE WILL BE MADE AFTER THE CONTRACTOR HAS ADJUSTED HIS EQUIPMENT, BALANCED THE VARIOUS SYSTEMS, DEMONSTRATED THAT IT PLAN US THE NECESSARY OF THE DRAWINGS AND SPECIFICATIONS AND HAS FURNISHED ALL THE REQUIRED DUTY OUTLET OF INSPECTION AND APPROVAL.

1.22 SPECIFICATIONS AND OF SIMPLIFIED FORM AND INCLUDE INCOMPLETE SENTENCES. NOUNS OR PLURALS SUCH AS "THE CONTRACTOR SHALL", "SHALL BE", "PLUMBING", "PROVIDE", "& "FINE", AND "ALL" HAVE BEEN OMITTED FOR BREVITY.

1.23 DEFINITIONS:

1) "PROVIDE": TO SUPPLY, INSTALL AND CONNECT UP COMPLETE AND READY FOR SAFE AND REGULAR OPERATION THE PARTICULAR WORK REFERENCE TO UNLESS SPECIFICALLY OTHERWISE NOTED.

2) "INSTALL": TO ERECT, MOUNT AND CONNECT COMPLETE WITH REQUIRED ACCESSORIES.

3) "FURNISH" OR "SUPPLY": TO PURCHASE, PROCURE, ACQUIRE AND DELIVER COMPLETE WITH REQUIRED ACCESSORIES.

4) "WORK": LABOR, MATERIALS, EQUIPMENT, APPARATUS, CONTROLS, ACCESSORIES AND OTHER ITEMS REQUIRED FOR PROPER AND COMPLETE INSTALLATION.

5) "CONCEALED": EMBEDDED IN MASONRY OR OTHER CONSTRUCTION, INSTALLED IN FURRED SPACES, BETWEEN DOUBLE PARTITIONS OR PLANE CEILINGS, IN TRENCHES IN DUCTS, OR NOTED, OR IN PIPE CHASES.

6) "EXPOSED": NOT INSTALLED UNDERNEATH OR "CONCEALED" AS DEFINED ABOVE.

7) "SEALANT OR SEALANT": SEALANT IN MATERIALS, MASTIC, GAS, DEBRIS AND EFFICIENCY OF SPECIFIED PRODUCT.

2.0 SCOPE OF WORK:

2.1 THE WORK UNDER CONTRACT INCLUDES ALL LABOR, MATERIALS AND APPLIANCES NECESSARY FOR THE PLANNING, INSTALLING AND TESTING, COMPLETE READY FOR SAFE OPERATION OF THE SYSTEMS. WORK SHALL BE INSTALLED IN A NEAT, WORKMANLIKE MANNER.

2.2 THE CONTRACTOR SHALL GIVE NECESSARY NOTICE, FILE DRAWINGS AND SPECIFICATIONS WITH THE DEPARTMENT HAVING JURISDICTION, OBTAIN PERMITS, PAY FEES AND PROCURE CERTIFICATE OF THE WORK AND PAY ALL FEES INCIDENTAL. THE CONTRACTOR SHALL ARRANGE FOR INSPECTION AND TESTS OF ANY OR ALL PARTS OF THE WORK IF SO REQUIRED BY AUTHORITIES HAVING JURISDICTION. IN THE CONTRACTOR SHALL PAY ALL COSTS FOR, AND FURNISH TO THE OWNER BEFORE FINAL BILLING, ALL CERTIFICATES NECESSARY AS EVIDENCE THAT THE WORK HAS BEEN CONFORMED WITH ALL REGULATIONS IN FORE FREE APPLY TO THE WORK.

2.3 THE CONTRACTOR SHALL PURCHASE WRITTEN GUARANTEE OR MATERIALS OR REPAIR PROMPTLY AND ASSUME RESPONSIBILITY FOR ALL EXPENSES INCURRED FOR ANY INTERFERENCE OF ANY EQUIPMENT IN WHICH DEFECTS DEVELOP WITHIN ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK. THE GUARANTEE SHALL INCLUDE THE USE OF EQUIPMENT OR EQUIPMENT OF WHICH IT OWNERS INCLUDED WHERE THE NATURE OF THE WORK IS SUCH THAT THE WORK CAN BE CARRIED, THE WORK SHALL BE DONE AS DIRECTED BY THE OWNER. THE WORK SHALL ALSO PROVIDE THAT WHERE DEFECTS ARISE IN THE CONTRACTOR WILL ASSUME RESPONSIBILITY FOR ALL EXPENSES INCURRED IN REPAIRING AND REPLACING WORK OF OTHER TRADES AFFECTED BY DEFECTS, REPAIRS OR REPLACEMENTS IN EQUIPMENT SUPPLIED BY THE CONTRACTOR.

2.4 SCOPE OF WORK CONTINUED:

2.5 CONTROLLER INSPECTION BY A LICENSED PROFESSIONAL ENGINEER TO BE HIRED BY THE CONTRACTOR.

2.6 PRIOR TO THE INSTALLATION OF ANY WORK AND PRIOR BUDGET OF EQUIPMENT PROVIDE COMPLETE SET OF COORDINATED SHOP DRAWINGS OF ALL NEW AND EXISTING EQUIPMENT, DUCTWORK, PIPING AND CONTROLS, EVEN LARGE NOTICE AND CAPACITY DIAGRAMS AND INCLUDING OF DEVIATION FOR WRITTEN APPROVAL BY THE ARCHITECT AND OWNER.

2.7 SHEET METAL WORK

2.8 EXCEPT AS OTHERWISE SHOWN OR NOTED, ALL DUCTWORK AND OTHER SHEET METAL WORK SHALL BE FABRICATED OF GOOD STEEL AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION, INC. DUCT CONSTRUCTION STANDARDS, PRESSURE CLASSIFICATION 2 IN W.G.

2.9 VOLUME DAMPERS: GALVANIZED STEEL, FOR MANUAL LOW VELOCITY MANUALLY EXCEPT PROVIDE BEARING AT ONE END OF DAMPER SIZE AND SUNDRY, WITH LEVER AND LOCKING ON EITHER END FOR INSULATED DUCTS, DAMPERS MOUNTED ON COLLAR TO CLEAR INSULATION, INSTALL WITH LEVER ACCESSIBLE.

2.10 ACCESS DOORS: INSULATED OR UNINSULATED, SIZE AS DUCT

1) PROVIDE MINIMUM 24 IN. X 12 IN. ON PRIVATE DUCTS, AND 12 IN X 8 IN ON BRANCH DUCTS, UNLESS OTHERWISE APPROVED. 2) FOR DAMPERS, AND AT ALL DUCT ACCESSORIES SUCH AS THERMOSTAT, DUCT DETECTOR, AUTO DAMPERS, AND LOUVERS.

2.11 ACCESS DOORS TO BE HINGED, WITH LATCH SIMILAR TO VENTILOCK NO 148

2.12 FLEXIBLE CONNECTIONS: NEOPRENE COATED FIBER FABRIC, 16 OZ. PER SQ YD WITH WIRED EDGE, SEAMLESS, FLEXIBLE, SUFFICIENT TO START FABRICS. PROVIDE WITH METAL COLLARS. ALLOW MINIMUM DEVIATION OF 1 IN.

2.13 FLEXIBLE DUCT: GALVANIZED STEEL, SPIRAL SEAMLESS, SUITABLE FOR MANUAL LOW VELOCITY, SPIRAL LOCKED, SEALED WITH FLEXIBLE LINE CONFORMING TO NFPA STANDARDS. SIMILAR TO UL 181 SPECIFICATIONS.

2.14 ALL DUCT DIMENSIONS INDICATED ON PLANS ARE INSIDE CLEAR DIMENSIONS.

2.15 AUTOMATIC DAMPERS: COMPLETE WITH LINKAGE AND ELECTRIC OPERATOR. OPPOSED BLADE DAMPER OF GALVANIZED STEEL WITH 3 IN. X 3 IN. WIDE WITH COMPRESSIBLE EDGE SEALS TO PREVENT LEAKAGE. FACTORY ASSEMBLE STEEL LINKAGE AND SHAFT WITH NYLON OR OIL IMPREGNATED SINTERED BEARINGS. MOTOR WITH SLIPPY EDGE POWER TO LIMIT LEAKAGE TO 10 CFM PER SQ FT. LINKAGE TO MOTOR CAN LEAD COLLAR TO TWICE MAXIMUM OPERATING FORCE WITHOUT DEFLECTION. DAMPER MOUNTED IN WELDED STEEL CHANNEL FRAME.

2.16 ALUMINUM DUCTWORK: ALL OUTDOOR AIR, EXHAUST, AND RELIEF DUCTWORK WITHIN 1 FT OF LOUVERS SHALL BE ALUMINUM WITH SEAMS SEALED RECTANGULAR WITH ALCOA ALUMINATED TYPE C SEAM AS ALCOA OR SOLDER, PITCH DUCTWORK DRAINAGE LOUVER.

2.17 NON-METALLIC FLEXIBLE DUCT: SHALL BE A FACTORY FABRICATED NON SUPPORTIVE EXPANDABLE SUPPORTED BLADE FABRIC LOCKED TO COLD ROLLED FLAT STEEL SPIRAL SEALED TO HYDRAULIC BY. MINIMUM INFLATED LIN DIM SHALL NOT EXCEED 10 IN.

2.18 EXAMINATION TYPE AND SHOCK DAMPERS: 16 LINTEL SEALINGS SHAL CONSTRUCTION MULTI-BLADED TYPE. EQUIPPED WITH FUSIBLE LINK CONFORMING TO NFPA STANDARD 90A. SIMILAR TO RUSKIN MODEL FSD 60.

2.19 AIR OUTLETS:

2.1 GENERAL:

1) MANUAL TYPE, COLORS, FINISH AND METHODS OF ATTACHMENT FOR ALL DIFFUSERS SHALL BE AS NOTED SHALL BE COORDINATED WITH ARCHITECTURAL CEILING AND WALL DETAILS AND SPECIFICATIONS.

2) FRAME TYPE BUT ALSO FOR LOUVER TYPE IN CEILING OR WALL CONSTRUCTION AS INDICATED ON ARCHITECTURAL PLANS.

3) EXACT LOCATION OF ALL AIR OUTLETS AS PER ARCHITECTURAL PLANS.

4) SUITABLE FOR OPERATION AT 20% EXCESS AND 20% LESS THAN NOTED CAPACITY FOR CONSTANT VOLUME SYSTEMS AND AT 20% EXCESS AND 40% LESS THAN NOTED CAPACITY FOR VARIABLE VOLUME SYSTEMS. MANUFACTURER RESPONSIBLE FOR EXAMINING AN APPLICATION OF EACH OUTLET AND GUARANTEE THAT EACH WILL PROVIDE REQUIRED NO DRAFT, NO DRAFT SPACE, EFFECTIVE WITHOUT DRAFTS THROUGH OUT OPERATING RANGE.

5) ALL RESISTERS AND DIFFUSERS SHALL BE PROVIDED WITH OPPOSED BLADE VOLUME DAMPER. DAMPER OPERATING LEVERS SHALL BE ACCESSIBLE AT THE FACE OF AIR OUTLETS.

2.3 DIFFUSERS: DIFFUSERS SHALL BE 8 SLOT CONSTRUCTION FASTED WHITE SIMILAR TO STYLE TYPE SUITABLE FOR THE TYPE OF CEILING. ALL CEILING DIFFUSERS SHALL BE PROVIDED WITH VOLUME DAMPER.

2.4 REGISTERS AND GRILLES:

1) RETURN AND EXHAUST REGISTERS: STEEL CONSTRUCTION WITH VOLUME DAMPER AS PER MECHANICAL SCHEDULE.

2.5 NOISE CONTROL:

2.6 ALL ROOM NC LEVELS SHALL BE MINIMUM NC-40.

2.7 PROVIDE SOUND PANEL FOR THE FOLLOWING DUCTWORK:

1) ALL DUCTWORK NOT LESS THAN 20 FT ON EACH SIDE OF ALL FANS AND AC UNITS.

2) ALSO SHOWN NOTED ON A DRAWING.

2.8 SOUND PANEL IN DUCTWORK: PERFORATED GLASS, MINIMUM 1 LB DENSITY, 1 IN. THICKNESS, MINIMUM 0.28 E FACTOR (1.75) SELF 1 MEAN TEMPERATURE WITH ACRYLIC COATED FINISH FACTORY APPLIED EDGE COATING AND STRINGER IN ACCORDANCE WITH NFPA 90. PLANE-SPACED FOR FULL DUCT WIDTH. SOUND PANEL SHALL NOT SUPPORT MATERIAL SHOWN AND SHALL BE STRETCH IN ACCORDANCE IN 1 NFPA C MTI AND NFPA 90 HEREIN. SIMILAR TO SIMVALLE.

2.9 ALL SOUND PANEL ADHESIVES, FACES AND ACCESSORIES TO BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, EXCEPT AS OTHERWISE NOTED.

3.0 TESTING AND BALANCING:

3.1 AIR BALANCING SHALL BE ACCOMPLISHED BY EQUIPMENT OF FAN AND BRANCH DAMPERS TO ADJUSTMENTS, ACCEPTANCE OF FLOWING SHAPES AND DEVICES SHALL BE FOR THE SYSTEM AND EQUIPMENT ONLY. THE SHALL BE DONE AS PERMIT THE LEAST NOISE GENERATION IN THE TERMINAL AREAS AND STATED MINIMUM FAN SPEEDS.

3.2 UPON COMPLETION OF THE INSTALLATION, THE CONTRACTOR SHALL REBALANCE ANY EXISTING PORTIONS OF AIR DISTRIBUTION SYSTEM AFFECTED BY THE REPAIRS TO AND ALSO BALANCE ALL NEW WORK.

3.3 THE CONTRACTOR SHALL PROVIDE AS LABOR, PRESSURE GAUGES, FLOW METERS, SHEAVES AND BELTS REQUIRED TO BALANCE THE SYSTEMS.

3.4 BALANCING REPORT SHALL BE PROVIDED ON AMSC TYPE FORMS.

3.5 FAN SPEED CHANGES SHALL BE BALANCED TO MEET THE OF THEIR DESIGN CAPACITIES. ALL OTHER AIR AND WATER QUANTITIES SHALL BE ADJUSTED TO WITHIN 10% OF THE DESIGN QUANTITIES.

3.6 BALANCING AND TESTING SHALL BE PERFORMED AND SUPERVISED BY AN INDEPENDENT FIRM SPECIALIZING IN TESTING AND BALANCING. THE CITY INSPECTOR SHALL RECEIVE A COPY OF THE CERTIFIED AIR BALANCE REPORT SUBMITTED TO THE BUILDING OWNER.

3.7 THE PERFORMANCE AND CAPACITY OF ALL SYSTEMS AND EQUIPMENT TO BE DEMONSTRATED BY THE CONTRACTOR.

7.0 INSULATION - GENERAL REQUIREMENTS:

7.1 ALL INSULATION MATERIALS INCLUDING JACKETS, FACING, ADHESIVES, COATINGS AND ACCESSORIES ARE TO BE FIRE RETARDANT AND SHALL NOT BE UNDERWRITERS LABORATORIES INCLUDING STEAMER TUNNEL TEST AS PER FOR FIRE HAZARD CLASSIFICATION OF BUILDING MATERIALS, UL 723 AND ASTM E84 TUNNEL TEST. ALL INSULATION MATERIALS SHALL BE NON CORROSIVE AND NON HYGROSCOPIC OR DO NOT ROT OR SUPPORT ANIMAL OR VEGETABLE GROWTH. ALL INSULATION MATERIALS SHALL BE FREE OF ASBESTOS OR ANY OTHER CARCINOGENIC MATERIALS. FLUORESCENT ORNAMENTS SUBJECT TO DETERIORATION FROM MOISTURE OR HUMIDITY ARE NOT ACCEPTABLE.

7.2 INSULATION - GENERAL REQUIREMENTS CONTINUED:

7.2 DEFINITIONS:

1) EXPOSED: INDOOR DUCTS, PIPING OR EQUIPMENT LOCATED IN MECHANICAL EQUIPMENT ROOMS AND IN PLACE WHICH WILL BE VISIBLE WITHOUT REMOVING CEILINGS OR OPENING ACCESS PANELS.

2) CONCEALED: INDOOR DUCTS, PIPING OR EQUIPMENT, WHICH IS NOT EXPOSED.

3) OUTDOOR: DUCTS, PIPING OR EQUIPMENT, WHICH IS EXPOSED TO THE WEATHER.

8.0 ELECTRONIC INSULATION:

8.1 SHALL ALL ELECTRONIC IN ACCORDANCE WITH INSULATION SCHEDULE EXCEPT AS OTHERWISE NOTED.

1) SUPPLY/RETURN - CONCEALED - 1" THICKNESS 1" FT MATERIAL - 1 NONMETAL FINISH
2) SUPPLY/RETURN - EXPOSED - 1" THICKNESS - 1" MATERIAL - 1 NONMETAL FINISH

8.2 NON-INSULATED ELECTRONIC

1) WHERE SOUNDS RANGE 20 OF MINIMUM THICKNESS SPECIFIED FOR INSULATION

8.3 MATERIAL:

1) TYPE D.A. MINIMUM 1 LB DENSITY FIBERGLASS BLANKET, MINIMUM 0.26 E FACTOR (2.75 MEAN TEMPERATURE WITH FACTORY APPLIED FOIL SKRIM KRAFT FACING SIMILAR TO SIMVALLE MODELING.

2) TYPE D.A. 3 LB. FIBERGLASS BOARD. THE MINIMUM E FACTOR SHALL BE 0.25 AT 75 DEG F MEAN TEMPERATURE WITH A MINIMUM DENSITY OF 3 LB. THE INSULATION SHALL BE PROVIDED WITH A FACTORY-APPLIED ALL PURPOSE OR ALL SERVICE KRAFT. THE INSULATION SHALL BE SOUND TO SIMVALLE TYPE 3 K SPINGLASS AP.

8.4 INSTALLATION:

1) FIBERGLASS BLANKET: 3 IN LAP STRIPS AT ALL SEAMS. SECURE BOTTOM OF ALL DUCTS EVERY 18 IN. WIDE WITH MIN. 2 BANDS OF WIRE PER 12 IN ON CENTER. SECURE ALL SEAMS WITH POS. WATER BARRIER TAPE AND WASHERS, ADHESIVE.

2) FIBERGLASS BOARD: SEAL JOINTS AND BREAKS IN FACING WITH 4 IN. WIDE TAPE TO MATCH FACING AND ADHERE WITH VAPOR SEAL ADHESIVE. APPLY 1 IN. WIDE STRIPS OF CEMENT, WOLF FINE ON TOP, SIDES AND BOTTOM.

8.5 INSTALLATION:

1) BEFORE APPLYING INSULATION ALL PRIMARILY AND LEAK TESTS SHALL BE COMPLETED AND APPROVED.

2) ALL INSULATION SHALL BE SUITED FOR A TEMPERATURE PROVIDE 1 IN LAMP STRIPS AT ALL SEAMS INCLUDED WITH ADHESIVE. USE VAPOR BARRIER TYPE AND NATURAL ADHESIVE WHERE REQUIRED. STAPLES NOT PERMITTED.

3) ALL INSULATION AND VAPOR BARRIER SHALL BE CONTINUOUS FASTENED THROUGH ELBOWS, MANGAIS, ETC., OR OTHER OPENINGS. PROVIDE SADDLES OR SHIELDS FOR PROTECTION.

4) INSULATION FOR EXHAUSTS OR SUPPLY FITTINGS OR ACCESSORIES REQUIRING SERVICING OR INSPECTION SHALL BE OF INSULATION REMOVABLE AND REPLACEABLE WITHOUT DAMAGE.

9.0 VIBRATION & ISOLATION SYSTEMS:

9.1 GENERAL:

1) PROVIDE ISOLATION FOR EQUIPMENT, PIPING AND DUCTWORK.

2) INSTALL IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

3) PROVIDE LEVELING DEVICES AND APPROVED NEUTRALLY RESTRAINING DEVICES AS REQUIRED FOR EQUIPMENT AND PIPING WITHIN IN EXCESS OF 1/4 IN.

4) ACCEPTABLE MANUFACTURERS.

9.2 MASON INDUSTRIES INC

9.3 VIBRATION ELIMINATOR CO.

9.4 KORFUND DYNAMICS CORP.

10.0 MOTORS:

10.1 MOTORS SHALL BE SUITED FOR ACCORDANCE WITH NEMA, EEI AND ANSI CBI STANDARDS.

1) STANDARD EFFICIENCY UNLESS OTHERWISE NOTED.

2) 1.15 SERVICE FACTOR

3) ENCLOSED, CASE INSULATION, OPEN DRIPPROOF TYPE, 1750 RPM NEMA TYPE B INSULATION CLASS, CONTINUOUS DUTY, EXCEPT AS NOTED.

11.0 MOTOR CONTROLLERS:

11.1 PROVIDED BY HVAC CONTRACTOR AND INSTALLED AND WIRED BY ELECTRICAL CONTRACTOR.

11.2 NEMA ENCLOSURE, MECHANICALLY ANDRE ACCEPTED OUTDOORS.

11.3 WITH OVERLOAD PROTECTION. OVERRIDE ALL MOTOR CONTROLLER TYPED AND 3 SEE WITH MOTOR TYPES AND NEEA.

11.4 USE MAP AND ENABLED. PROVIDE MANUAL STARTER EXCEPT USE MAGNETIC TYPE WHERE AUTOMATICALLY CONTROLLED

1) MANUAL TYPE 2-POLE TOGGLE SWITCH WITH OVERLOAD PROTECTION AND PILOT LIGHT.

11.5 STOP AND LANDER. PROVIDE MAGNETIC STARTER.

1) COMBINATION UNFUSED DISCONNECT SWITCH AND MAGNETIC STARTER EXCEPT AS NOTED

2) OVERLOAD PROTECTION IN EACH PHASE LEG WITH RESET IN ENCLOSURE.

3) HOA SELECTOR SWITCH FOR AUTOMATICALLY OPERATED MOTORS. SAFETY CONTROLS CONNECTED BETWEEN CONTROLLER.

4) RED GREEN AND AMBER PILOT LIGHTS

5) SWITCHES HOMES-POWER-PILOTS SYSTEMS PADLOCKING TYPE

6) HOA SPAC COLD 10 WATT, 120 VOLT.

7) CONTACTOR: SHAFT LINE AND MINIMUM (2) - NORMALLY OPEN (2) - NORMALLY CLOSED IN AMP AUXILIARY IN ADDITION TO CONTACTS REQUIRED FOR CONTROLS SPECIFIED.

8) CONTROL TRANSFORMER: FOR MOTORS OVER 120 VOLTS TO STEP DOWN CONTROL VOLTAGE TO 120 VOLTS OF THE REQUIRED CAPACITY IN PLANE AND BELOW CONNECTION 24 VOLTAGE BOX.

9) FUSES SIMILAR TO SIMMONS.

10) RELAYS: TO SUPPLEMENT ADDITIONAL CONTACTS IN CONTROLLER MINIMUM 10 WATT COIL AND THREE 10 AMP CONTACTS.

11) TERMINALS: SUITABLE FOR CONNECTORS WIRED AND AS APPROVED.

11.6 ACCEPTABLE MANUFACTURERS

1) CUTLER-HAMMER.

2) SQUARE D.

3) ALLEN BRADLEY.

12.0 EQUIPMENT

12.1 PROVIDE AND INSTALL ALL EQUIPMENT AND ACCESSORIES OF THE SIZES AND CAPACITIES AS SCHEDULED AND AS INDICATED ON THE DRAWINGS AND IN ACCORDANCE WITH APPROVED SHOP DRAWINGS AND MANUFACTURER'S RECOMMENDATIONS. PROVIDE ALL MOTOR STARTERS AS REQUIRED, MOTOR STARTERS WILL BE SHIPPED TO BY THE CONTRACTOR AND WIRED BY ELECTRICAL TRADE.

12.2 CONTRACTOR IS RESPONSIBLE FOR MAINTAINED ALL EQUIPMENT IS MANAGED FOR SERVICING AND MAINTENANCE. COORDINATE REQUIREMENTS WITH ALL TRADES.

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Fax 817-281-8412

12-19-14

Revisions

No.	Revisions	By	Date	App

ARCHITECTS
David K. Mullen, Architect
512 South Main Street
Hoosier, Idaho 83650
p. (208) 892-8422
f. (208) 893-8522

MEP ENGINEERS
Don Perin Consulting Engineer
133 West Pony, Ste 200
Grapevine, Texas
p. (817) 416-2884
f. (817) 312-0411

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Project Manager Approval

Architect/Engineer of Record

Location
213 W. Central St.
Suite B
Natick, MA 01760

Project/Space No.
Sea Good! Smoothie

Sheet Title
MECH
SPECIFICATIONS

Scale: As Shown
Drawn By: R.E., R.K.
Chk'd by: D.K.M.
Issue Date: December 23, 2014

Project No. 141201

Sheet MECH1

General Notes

1. By executing the bid and contract, the contractor represents that he has visited the site, familiarized himself with the local conditions, codes and landlord requirements under which the work is to be performed and correlated his observations with the requirements of the contract documents. This shall be done prior to bid.

 The intent of the contract is to include all items necessary for the proper execution and completion of the work. The contract documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the contract documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well known technical or trade meanings are used in contract documents in accordance with such recognized meanings.

 The drawings and specifications are intended to be fully explanatory and supplementary. However, should anything be shown, indicated or specified on one and not the other, it shall be done. All drawings should be read in conjunction with the engineers drawings.

 Should either the drawings and the specification, or any particular specification, and general conditions contradict each other in any point, or require clarification, the contractor must call the same to the attention of the architect, and his decision should be obtained prior to the submission of bids, otherwise the architect's interpretation will govern the performance of the work and no allowance shall be made on behalf of the contractor for error or negligence on his part in this connection. The contractor shall bear all costs (including overtime, air freight, etc.) due to his errors and/or omissions prior to bid.

 Prospective contractors and subcontractors shall secure all data at the site of the proposed construction, such as existing condition, convenience of receiving and storing materials, location and adequacy of utilities and other information which will have a bearing on making their proposals or on the execution of the work if awarded the contract, and no allowance will be made for failure of the contractor to obtain such on-site information prior to bidding.

 Should any error or inconsistency appear in the drawings or specifications, the contractor, before proceeding with the work, must clearly bring the same to the attention of the architect for proper adjustment, and in no case proceed with the work uncertainly nor with insufficient drawings.

 The contractor and each subcontractor shall be responsible for verification of all measurements at and in the proposed construction building site. No charge or compensation shall be allowed due to differences between actual dimensions and dimensions indicated on the drawings. Any such discrepancy in dimensions which may be found shall be submitted to the architect for his consideration before the contractor proceeds with the work in the affected area.

2. Contractor shall follow sizes in specifications or figures on drawings in preference to scale measurements and follow detail drawings in preference to general drawings and follow actual field conditions.

3. Where it is obvious that a drawing illustrates only part of a given work number of items, the remainder shall be deemed repetitious and so constructed.

4. Contractor shall not proceed with detailing, fabrication or construction of any work connected with or dependent on equipment furnished by "Owner" or "other Contractors" until he/she has obtained approved equipment specifications from Swirl Coffee. Contact Swirl Coffee Construction Department for current information.

5. All work completed by any contractor on this project shall be done in accordance with provincial building codes, local by-laws and regulations of the governing authorities and all other authorities having jurisdiction over the landlord's building. The contractor is responsible for knowledge as such prior to bid.

6. All work to comply with owner requirements. Contractor to hand over store to operations in clean condition and to the satisfaction of the Landlord and Swirl Coffee.

7. Design Build Contractors are fully responsible for their own work in terms of, but not limited to: All codes, dimensions, coordination with other trades, and all applicable municipal and other governing approvals. Each trade is responsible for the daily removal of debris. No debris shall be placed or left in exit passages.

8. Contractors shall verify locations and adequacy of all utility lines prior to bid and construction and contact the Architect with any conflicts.

9. Contractor shall verify exact dimensions of entire tenant space prior to any layout, construction or installation of any equipment of cabinets. Any dimensional discrepancies that would prohibit any item or piece of equipment from being located or installed as indicated on plan or in specification must be made known to the Architect immediately. All dimensions are to be considered finished dimensions, U.N.O.

10. Contractor to coordinate and schedule shipment of fixtures and equipment with material suppliers. Plan accordingly to allow a minimum of one week for loading of truck and time for shipping. Each week the Contractor shall submit a written receiving report with a copy of all packing tickets. Report shall include all equipment that is damaged, omitted, or not in accordance with plans and/or specifications.

11. Contractor is responsible for receiving, unloading, and storage of owner-furnished items. Contractor is to verify that all equipment (fixtures, boxes, etc.) is in accordance with packing list, equipment schedule and/or specifications and being located or installed as indicated on plans or in specifications. Contractor will be held responsible for any missing or damaged owner-supplied fixtures/equipment and redelivery of the same.

12. Provide solid blocking behind all wall-mounted fixtures, including but not limited to display shelving, sinks, first aid kit racks, menu boards, grab bars, dispensers, etc.

13. Contractor shall be responsible for the installation of a job site phone within 24 hours of being on-site and immediately notify Architect @ (208) 882-6433 of job site phone number(s).

14. Contractor to cut and patch all existing gypsum board partitions to smooth unblemished surface suitable for all new finishes. In the event that the walls are demising partitions, contractor is to maintain the fire rating of such wall. If, in the opinion of the contractor, laminating new gypsum board over existing is preferable, the contractor is to include such cost proposal and qualify as such.

15. All wood and wood products used throughout the construction of this store area to be fire retardant treated, flame spread = 25 or less and moisture content of no more than 11%.

16. All interior finishing materials to have a flame spread rating no greater than 150, unless other requirements are as specified by local codes having jurisdiction.

17. Contractor shall provide insurance per landlord's requirements and bear proof upon request without delay.

18. Punch list to be completed at Swirl Coffee convenience, typically within 3 days upon receipt of punch list. Apply for final payment within 30 days using standard "Swirl Coffee" form. Final waivers of lien from the general contractor and all subcontractors must be submitted with final application for payment.

19. Contractor shall be responsible for independent air balance report to be submitted with final application for payment.

20. Contractor shall conform to all current Federal Glazing Specifications, C.P.S.C. Glazing Requirements, and all State and local codes having jurisdiction.

21. Contractor shall provide security screens in existing demising partitions for plenum return openings.

22. Provide all access panels as required for the maintenance, inspection and servicing of landlord or tenant equipment and systems.

23. Contractor shall take extreme caution not to place electrical outlets behind or under drawer bases, drains, or any other obstacles/objects which may restrict the use of electrical outlets. (See Electrical Plan).

24. There shall be no cutting, coring, chasing, etc. of structural concrete floor slab unless approved by landlord prior to the start of work.

25. Fire extinguishers to be provided within the space as required by all authorities having jurisdiction.

Code Data

All work is to conform to the requirements of the current New York State Building Construction Code and any current state and/or city amendments. These codes are to take precedence over the drawings and specifications.

Codes

2009 International Building Code
2009 International Plumbing Code
2009 International Mechanical Code
2009 International Fuel Gas Code
2009 International Energy Conservation Code
2009 International Fire Code

780 CMR – MA Amendments to the IBC
527 CMR – MA Fire Prevention and Electrical Regulations
521 CMR – MA Accessibility Regulations
248 CMR – MA Plumbing Regulations
NFPA Life Safety Code
Massachusetts State Electric Code
Massachusetts State Energy Code

Building Type Type II-B

Occ. Group A-2

Occupant Load Calculation	SF	Load Factor	Occupants
Employee Areas	484	1 : 100	5
Sales Area	848	1 : 100	6
Kitchen Areas	473	1 : 200	3
Washrooms	65	–	–
Total	1,838		14

Required Exit Width (0.2 X Total Occupants)	3"
Provided Exit Width	68"
Required Number of Exits	2
Provided Number of Exits	2

Project Team

Tenant

Tenant: Soo Good! Smoothie
Address: 217 W. Central St.
City: Natick, MA 01760
Phone: (539) 302-4483
Contact: Kelly Brown
Email: kellybrown.soogood@gmail.com

Architect

Company: McMullin Architects
Address: 812 1/2 South Main Street
City: Moscow, Idaho 83843
Phone: (208) 882-6433
Fax: (208) 882-6533
Contact(s): Daniel Mullin; [illegible] Culbertson

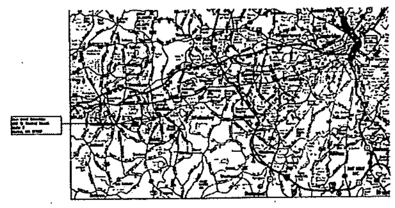
Landlord

Company: Eastland Partners, Inc.
Address: 3 Walden Way
City: Milford, MA 01757
Phone: (508) 726-8300
Fax: –
Contact(s): Logan Huffman

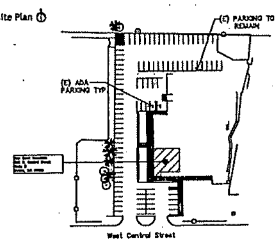
MEP Engineer

Company: Don Pena Consulting Engineer
Address: 635 Westport Pkwy, Ste. 300
City: Grapevine, Texas 76051
Phone: (817) 410-2856
Fax: (817) 251-8411
Contact(s): Pamela Schrynka; [illegible]

Vicinity Map



Site Plan



SCOPE OF WORK

T = Tenant C = Contractor
L = Landlord E = Existing

Item	Remarks	Furnish By T	Furnish By C	Furnish By L	E	Install By T	Install By C	Install By L
Sub Floor / Concrete Slab	Patch and Repair as required				●			
Interior Part. Mtl. Studs	New, See Plan		●				●	
Demising Wall / Int. Part. Gyp. Bd.	Verify Gyp. Condition @ Demising Wall		●		(●)		●	
Interior Partitions	New, See Plan		●				●	
Storefront	New Signage / Wall Covering		●				●	
Floor Tile and Base	Refer to Finish Legend, Sheet A1.2	●					●	
Resilient Flooring and Base	Refer to Finish Legend, Sheet A1.2	●					●	
Paint Finishes / Wall Covering	Refer to Finish Legend, Sheet A1.2	●					●	
Ceilings (2x2 & 2x4 Suspended)	New, See Sheet A2		●				●	
Gypsum Board	New, See Plan		●				●	
Doors and Hardware	Refer to Door and Hardware Schedule A3		●				●	
Storefront Glazing	Existing to Remain				(●)			
PLUMBING								
Sanitary Sewer to Demised Space	New, See Plumbing		●		(●)		●	
Water to Demised Space	New, See Plumbing		●		(●)		●	
Supply and Waste Lines, Valves, Fittings	New		●				●	
Fixtures and Equipment	New, See Equip. Schedule		●				●	
Fire Sprinkler Main Cut Off	G.C. to Verify Condition, Prior to Bid		●		(●)		●	
Fire Sprinkler Heads	New As Required		●				●	
H.V.A.C.								
Exhaust Fans	New, See Mech.		●				●	
Ductwork and Diffusers	New, See Mech.		●		(●)		●	
H.V.A.C. Unit	New, See Mech.		●				●	
Control and Low V Wiring	Thermostat, See Mechanical		●				●	
Roof Work	Verify w/Landlord any Roof Work		●				●	
Air Balancing	See Mech. Drawings		●				●	
ELECTRICAL								
Main Service Conduit	G.C. to Verify Condition, Prior to Bid		●				●	
Main Service Wiring	G.C. to Verify Condition, Prior to Bid		●				●	
Panel Board(s)	New, See Elec.		●				●	
Switches, Outlets, Conduit	New, See Elec.		●				●	
Fixtures, Lamps	New, See Elec.		●				●	
Equipment, Wiring and Connections	New, See Elec.		●				●	
Transformer	New, See Elec.		●				●	
Telephone Feed	New, See Elec.		●				●	
MISCELLANEOUS								
Interior Signage/Graphic	G.C. to Coord. Install w/Sign Fabricator	●					●	
Espresso Machine	G.C. to Coord. Installation w/Manufacturer	●					●	
Equipment	Refer to Equipment Schedule/Tenant	●					●	
Cabinetry	G.C. to Coord. Install w/Millwork Fabricator	●					●	
Telephone in Store Wiring	Jacks to be RJ11 (4 Pr. per Jack)		●				●	
Telephone Service	New 3 Lines, Verify Location w/Tenant		●				●	
Fire Alarm Panel/System	G.C. to Verify Condition, (E) to Remain		●		(●)		●	

SHEET INDEX

Sheet	Sheet Name
T1.0	TITLE SHEET
A1.0	FLOOR PLAN
A1.2	FINISH FLOOR PLAN / FINISH SCHEDULE
A2.0	REFLECTED CEILING PLAN / LIGHTING SCHEDULE / DETAILS
A3.0	EQUIPMENT PLAN / SCHEDULE
A4.0	INTERIOR / EXTERIOR ELEVATIONS
A4.1	INTERIOR ELEVATIONS
A5.0	MILLWORK DETAILS
S1.0	ARCHITECTURAL SPECIFICATIONS
M1.0	MECHANICAL PLAN
M1.1	MECHANICAL DETAILS & NOTES
E1.0	LIGHTING PLAN
E2.0	POWER PLAN
E3.0	RISER DIAGRAM
P1.0	PLUMBING SUPPLY PLAN
P2.0	PLUMBING WASTE PLAN
ME1	MECHANICAL SPECIFICATIONS

Revisions

No.	Revisions	By	Date	Appr

ARCHITECTS
Daniel E. Mullin, Architect
812 South Main Street
Moscow, Idaho 83843
p. (208) 882-6433
f. (208) 882-6533

MEP ENGINEERS
Don Pena Consulting Engineer
635 West Pkwy, Ste 300
Grapevine, Texas
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f. (817) 251-8411

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Project Manager Approval

Architect/Engineer of Record

Location
215 W. Central St.
Suite B
Natick, MA 01760

Project/Space No.
Soo Good! Smoothie

Sheet Title
TITLE SHEET
CODE SUMMARY

Scale: As Shown
Drawn By: M.C., N.M.
Chk'd By: D.E.M.
Issue Date: December 23, 2014
Project No. 14109
Sheet
T1.0

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: Sol de Mexico Bar & Grill II Inc

Address: 215 W. Central St. Natick, MA

City/State/Zip: _____ Phone #: _____

Are you an employer? Check the appropriate box:

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

Business Type (required):

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

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

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

Insurance Company Name: The Hartford

Insurer's Address: 3600 Wiseman Blvd

City/State/Zip: San Antonio Tx 78251

Policy # or Self-ins. Lic. # 76 WEG AC8 HA8 Expiration Date: 02-11-20

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: Manuel Cappanna Date: 2/14/19

Phone #: (508) 9666-4000

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

City or Town: _____ **Permit/License #** _____

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

Contact Person: _____ **Phone #:** _____

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

February 11, 2019

SOL DE MEXICO BAR & GRILL LLC
191 MECHANIC ST
BELLINGHAM MA 02019

Policy Information:

Policy Number:	76 WEG AC8HA8

Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (877) 287-1316
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: www.thehartford.com

Welcome to The Hartford!

Dear ADP Client,

In affiliation with ADP Insurance Agency, Inc., we would like to thank you for choosing The Hartford for your worker's compensation insurance. We are extremely pleased to have the opportunity to serve you.

We would like to provide some telephone numbers and other information in case you have questions about your insurance or if you simply have comments or feedback for us. A professional staff representative will be happy to assist you with whatever insurance service you may require.

Telephone Numbers for Questions/Comments/Feedback

ADP Insurance Agency, Inc. – Pay -by -Pay billing Inquiries **Phone:** 1 (800) 524-7024 **Fax:** 1 (800) 524-4013 Monday - Friday, 8:30 AM – 8:00 PM EST	***The Hartford - Coverage questions, changes/endorsements to your current policy, issuance of certificates of insurance*** **Phone:** 1 (866) 225-7966 **Fax:** 1 (888) 443-6112 Monday - Friday, 8:00 AM – 8:00 PM EST
The Hartford - Quotes for additional lines of insurance **Phone:** 1 (866) 225-7966 **Fax:** 1 (877) 287-1313 Monday - Friday, 8:00 AM – 8:00 PM EST	***The Hartford - Direct Bill Inquiries*** **Phone:** 1 (866) 467-8730 Monday - Friday, 8:00 AM – 8:00 PM EST

To Report a Claim or Loss, Call **(800) 327-3636**. Representatives are available 24 hours a day, 365 days a year.

We appreciate your business and look forward to servicing your commercial insurance needs.

Sincerely,

Your Hartford Service Team

Please keep a copy of this letter with your Hartford Insurance Policy for future reference.

Policy Number 76 WEG AC8HA8 Policy Effective Date 02/11/19

SOL DE MEXICO BAR & GRILL LLC
191 MECHANIC ST
BELLINGHAM MA 02019

Dear Hartford Insured,

Re: An Important Message to Workers Compensation Policyholders

The control of workplace accidents and injuries should be among the highest priorities of your firm. Each accident wastes precious human and financial resources, and introduces inefficiencies into your operations. From a practical standpoint, the control of accidents, and their inevitable costs, simply makes good business sense.

An effective risk engineering program can save you money and aggravation, can positively impact your loss experience (and thus your premium), and most importantly, can help you maintain solid control of your operations.

As a service to you, our valued customer, the Risk Engineering Department of The Hartford in cooperation with your independent agent, can assist you in establishing risk engineering strategies. If you would like assistance, please complete and return to us the reply portion of this brochure, or contact your independent agent.

Services Available
The following is a description of some of the services that we provide. The types of services that may be appropriate for your business depend upon the nature and size of your operations and the specific risk engineering services you have requested. The cost of risk engineering services may or may not be a part of your insurance premium. This depends on the extent of the requested services, agreements stated in your insurance policy and program, and statutory regulations that may require us to provide risk engineering services.

1) **Reference Materials** – Information about risk engineering topics that can be provided or made available to you to help you to enhance your risk engineering program.

2) **Telephone Consultation** – We can hold a teleconference with you to help you to evaluate your risk engineering program, identify areas for improvement, and recommend ways to implement such improvements.

3) **Onsite Consultation** – This consists of visiting your premises and helping you to assess and remedy your risk engineering needs onsite. This level of service is usually only appropriate for larger, higher hazard operations. The following are examples of some of the services that could be provided onsite:

   - A review of your safety program to determine its adequacy and recommend modifications to that plan where needed.

- Specific hazard evaluations, including ergonomics, industrial hygiene or material handling.
- An initial survey and evaluation to address potential safety and health hazards.
- Consultation to help management establish a comprehensive loss prevention Program.
- Periodic summaries of accidents and analysis of causes.
- Follow-up visits to check on progress and to provide continuing assistance when required.

A Word About OSHA

The Occupational Safety and Health Act of 1970 and similarly approved State Plans require employers to provide their employees with safe and healthful places to work. The Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor and similar State agencies enforce the regulations and apply penalties (civil and criminal) for non-compliance.

New standards have been developed, and through application and interpretation, standards change. You should make yourself aware of the standards that are applicable to your operations, and assure yourself that reasonable efforts are made to be in compliance. Copies of the standards are available through most libraries, or can be obtained through OSHA or the U.S. Government Printing Office.

You should know that neither The Hartford, nor any other party, can fulfill your obligations under the Law. Questions related to your legal obligations should be referred to your legal counsel.

Some Safety Reminders from The Hartford:

Have you considered:

- The need to formalize your safety efforts to assure compliance and document your efforts?
- The need to acquire Material Safety Data Sheets on all hazardous materials and the need for training on appropriate safety measures for your employees?
- Requirements for record keeping of injuries, illnesses, and exposure to hazardous substances?
- Assessing each job task to determine hazards and needed controls?
- Measuring each exposure to hazardous substances to determine the need for control or personal protective equipment?
- What mechanisms are in place to periodically verify that exposure controls (guards, ventilation systems, etc.) are still in place and working?
- What specific training your employees and your supervisors need to avoid hazards in the workplace?
- What specific OSHA standards apply to your business?

- What mechanism exists to promptly investigate all accidents and 'near-misses' to limit the chance of another occurrence?
- The financial impact an injury or illness has on your business?
- What resources are available to you to help prevent accidents and illnesses?

Thank you for your business.

Sincerely,

The Hartford's Risk Engineering Department

THIS BROCHURE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT INTENDED TO BE A SUBSTITUTE FOR A COMPLETE ON-SITE SAFETY INSPECTION CONDUCTED BY A QUALIFIED RISK ENGINEERING SPECIALIST. READERS ARE ENCOURAGED TO HAVE SUCH AN INSPECTION CONDUCTED BOTH TO PROMOTE WORKPLACE SAFETY AND TO COMPLY WITH APPLICABLE LAW.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, EITHER TELEPHONE OR MAIL THIS FORM TO YOUR HARTFORD AGENT OR NEAREST OFFICE OF THE HARTFORD

NOTICE TO ARKANSAS POLICYHOLDERS

The Hartford is required by law to provide its policyholders with certain accident prevention services at no additional cost as required by ARK. Code Ann. §11-9-409(D) and Rule 32. If you would like more information, call The Hartford's Risk Engineering Department, One Hartford Plaza, T-7, Hartford, CT 06155 at 1-866-586-0467. If you have any questions about this requirement, call the Health and Safety Division, Arkansas Workers' Compensation Commission at 1-800-622-4472.

NOTICE TO CALIFORNIA POLICYHOLDERS

The Hartford is required by law to provide its policyholders with certain occupational safety and health risk engineering consultation services as required by the California Labor Code, §6354.5, at no additional charge. If you would like more information call The Hartford's Risk Engineering Department at 1-866-586-0467 for occupational safety and health risk engineering consultation services.

California Workers Compensation insurance policyholders may register comments about the insurer's risk engineering consultation service by writing to:

State of California
Department of Industrial Relations
Division of Occupational Safety and Health
P.O. Box 420603
San Francisco, California 94142

NOTICE TO PENNSYLVANIA POLICYHOLDERS

The Hartford maintains and provides accident and illness prevention services as required by the nature of the policyholder's business or its operation, in accordance with the Pennsylvania Workers' Compensation Act. For more information about these services contact your Hartford Agent or nearest office of The Hartford.

NOTICE TO TEXAS POLICYHOLDERS

Pursuant to Texas Labor Code §411.066, The Hartford is required to notify its policyholders that accident prevention services are available from The Hartford at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene and industrial health services.

The Hartford is also required to provide return-to-work coordination services as required by Texas Labor Code §413.021 and to notify you of the availability of the return-to-work reimbursement program for employers under Texas Labor Code §413.022.

If you would like more information, contact The Hartford at 1-866-586-0467 and email contactriskengineering@thehartford.com for accident prevention services or 1-877-952-9222 and email CentralClaimCenter.WCEDM@thehartford.com for return-to-work coordination services.

For information about these requirements call the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) at 1-800-687-7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at 1-512-804-5000.

If The Hartford fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at http://www.tdi.texas.gov or by mail to Texas Department of Insurance, Division of Workers' Compensation, MS-8, at 7551 Metro Center Drive, Austin, Texas 78744-1645.

To The Hartford's Risk Engineering Department:

Yes – I am interested in obtaining information concerning:

General Topics

___ Accident Analysis

___ Accident Investigations

___ Establishing a Risk Engineering Program

___ Hazard Recognition

___ Safety Committees

Business Continuity

___ Business Travel Safety

___ Contingency Planning Overview

___ Emergency/Disaster Response

___ Emergency Evacuation Drills

___ Emergency Preparedness Planning

Construction

___ Construction Site Consultation

___ Construction Equipment Hazards

___ Hazard Communication

___ Ladders & Scaffolds

___ Trenching & Evacuation

___ Fall Protection

Ergonomics

___ Back Injury Prevention

___ Computer Workstation

___ Cumulative Trauma Disorders

___ Ergo Train-the-Trainer

___ Telecommuting

Industrial Hygiene

___ Hazard Communication

___ Industrial Hygiene (general)

___ Indoor Air Quality

___ Noise Exposures

___ Respiratory Protection

Property

___ Automatic Sprinkler System

___ Flammable Liquids

___ Fire Prevention and Protection

___ Fire Drill and Evacuation

___ Hot Work Permit Program

Transportation

___ 3-D Driver Training

___ Driving Defensively

___ Fleet Newsletter

___ Guide to Successful Driver Mgmt

___ School Bus Driving Tips

Workers' Compensation

___ Bloodborne Pathogens

___ Drug Screening

___ Machine Safeguarding

___ Return to Work Programs

___ Slip and Falls

Other Topics

___ Business Risk Management

___ General Liability Investigations

___ Product Liability Programs

___ Safety Training

___ Security/Terrorism

Name _____

Company _____ **Policy #** _____

Address _____

City & State _____ **Zip Code** _____

Email Address: _____ **Telephone** _____

For more information on the above, you can visit our website at
https://www.thehartford.com/riskengineering
Or you may forward your request to:
Fax line: 1-860-723-4459
Or mail to:
The Hartford Financial Services Group
Risk Engineering Department
One Hartford Plaza, T-7
Hartford, CT 06155

MAINTAINING YOUR RECORDS FOR AUDIT PURPOSES

WHAT IS A PREMIUM ADJUSTMENT?

When your Workers' Compensation policy was issued you paid a deposit premium based on the nature of your business and estimates of your payroll. At the end of the policy period, we conduct an audit to compare the estimates against the actual figures and operations. Based on this comparison an adjustment is made. If the actual premium is less than what you already have paid, a refund will be made. If it's more, you will be billed for the difference. These adjustments are subject to any minimum premiums that apply.

HOW WILL THE PREMIUM ADJUSTMENT BE MADE?

On smaller, less complex operations we may e-mail you, call you, or mail you a request to ask you to provide the information via our online web-based portal, mail or telephone. If we require this information, we will provide an electronic link to, or a paper copy of, the necessary forms for you to complete.

On larger, more complex operations one of our Premium Auditors will contact you for an appointment. You will be contacted either by e-mail, telephone or mail. If directed, the auditor will contact your accountant to obtain as much information as possible and contact you at a later time for additional information that may be needed.

BASIS OF PREMIUM

Remuneration (Payroll) in most states, includes:

Payment of:	Wages, bonuses, commissions, overtime,* sick pay, vacation pay,* tool allowances, contributions to individual retirement accounts, employee contributions to employee benefit plans.
Payments on basis of:	Piece work, incentive plans, profit sharing.
The value of:	Housing furnished to employees,* meals furnished to employees,* store certificates, merchandise and other dollar substitutes.

Remuneration does not include:

a. Employer contributions to a group insurance or pension plan other than statutory plans of insurance.
b. Special awards for individual inventions or discoveries.
c. Overtime.*

Subcontractors. In the absence of other insurance, most state laws hold a contractor responsible for injuries to employees of subcontractors. At the time of audit Certificates of Insurance must be available for subcontractors with employees, in order to avoid payment of premium.

Independent Contractors, without employees, whose duties closely resemble those of an employee, will be considered your employee with the appropriate premium charged.

The actual working relationship between you and the Independent Contractor is examined. Items such as, but not limited to: whether the work performed is an integral part of your operations, whether you have the right to control the details of the work, the method of payment, who supplied the materials used, does the person regularly work for others, whose regulatory authority did person operate under, whether the person is involved in a separate and distinct business offering the same services to the public.

RECORDS

As part of the policy conditions, we are allowed to examine your financial books and records to determine actual exposures and operations. We would appreciate your cooperation in making the needed records available for the auditor's inspection.

What Records Will Be Needed?
The records needed will vary. In most cases, the Premium Auditor will be able to obtain the necessary audit data from two or more of the following records: Journals, Ledgers, State and Federal Tax Reports, Individual Earning Cards, Checkbooks and Contracts.

How You Should Keep Your Records
By maintaining your payroll records in accordance with the following guidelines, you might reduce your insurance costs.

Overtime. In most states, the amount paid in excess of straight time pay can be deducted if it can be verified in your records. You must maintain your records to show pay separately by employee and in summary by classification of work.

***Division of an employee's payroll** to more than one classification is not allowed in most states.

Exception: For construction, erection or stevedoring operations the payroll of an employee may be allocated to each type of work performed if proper records are kept. Your records must show the number of hours and amount of payroll for each type of work. If you do not keep such a breakdown, the full salary must be charged to the highest rated classification to which the employee is exposed.

Executive Officers in most states are considered employees of their corporation and included in the computation of premium. Their remuneration is assigned without division to the actual operation in which they are engaged. If their duties are the same as those of a worker, foreman or superintendent, their payroll is assigned to the classification that develops the highest payroll. Minimum and maximum payrolls apply to executive officers.

Automated Records. If your records are automated or you plan to automate in the near future you can obtain maximum benefits by setting up your records to include insurance requirements. Our Premium Auditor will be pleased to assist you in setting up your records. Contact your Hartford Representative if you would like this assistance.

NOTE: The contents of this publication are not intended to supersede any definitions or conditions of your policy, the Workers' Compensation Law or any legal rulings.

**Your state may have specific rules or exceptions. Please contact your Hartford Representative for details that may apply and answer questions you may have.*

POLICY HOLDER NOTICE - PAYROLL BILLING

Thank you for choosing The Hartford. Your policy is on our payroll billing method. The payroll billing method uses actual payrolls received throughout the policy period and a blended rate(s) to determine premiums due during the policy period. To learn more about how your premium is calculated on the payroll billing method please visit: https://www.thehartford.com/blended

Below are the blended rate(s) being used for each state and classification code on your policy:

State	Class Code	Blended Rate	Effective
1: 191 MECHANIC ST, BELLINGHAM, MA	9079	0.8900	02/11/2019
2: 215 W CENTRAL ST, NATICK, MA	9079	0.8900	02/11/2019

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IMPORTANT NOTICE TO POLICYHOLDERS

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The charge for terrorism is shown in Item 4 of the Information Page or on the Schedule. The rate for terrorism will apply as of the effective date of your policy. The terrorism rates are subject to change at any time based on state regulatory action.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

a. The act results in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and

c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. Disclosure Of Federal Share Of Terrorism Losses Under TRIA

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses as indicated in the table below that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion. The United States Government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses Under TRIA

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed $100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses

and our estimate that we will exceed our insurer deductible. In accordance with Treasury procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. **All other terms and conditions remain the same.**

MASSACHUSETTS BENEFITS CLAIM AND AGGREGATE DEDUCTIBLE PROGRAM

Dear Policyholder:

Section 25A of Chapter 152 Massachusetts Workers' Compensation Law requires the Massachusetts Workers' Compensation Assigned Risk Pool and voluntary market insurers to offer to insureds with workers' compensation policies, which provide coverage in Massachusetts, a choice of medical and indemnity benefits deductibles.

In accordance with the statute, as amended, the Division of Insurance has approved two separate and distinct deductible programs, one without an aggregate limit, and one with an aggregate limit. An insured may select either program, or neither of them. These programs are not available for insureds with retrospectively rated policies.

The first program, Massachusetts Benefits Deductible Program, without an aggregate limit, which has been in effect since January 1, 1993, is intended for insureds who have the financial ability to handle some losses they incur. This program allows these insureds to establish an amount of loss they can absorb and purchase insurance only for losses above that predetermined deductible amount.

Under this program, medical and indemnity deductibles of $500, $1,000, $2,000 and $2,500 shall be offered to every employer. In addition, an insurer or the Pool, at its option, may offer to any employer providing collateral deemed adequate by such insurer, a medical and indemnity benefits deductible of $5,000.

The deductible shall apply separately to each claim for bodily injury by disease or accident. The insurer shall pay all benefits required under the provisions of M.G.L.c.152 directly to the appropriate party. Subsequent to insurer payment of any amount which falls within the deductible limit on any claim, the insurer may seek reimbursement from the policyholder. Failure to make complete reimbursement for deductibles within thirty days of receipt of bill from the insurer shall constitute non-payment of premium and be grounds for termination of the policy.

The entire cost of all claims shall be included in the experience data used to determine the experience modification of the insured regardless of the requirement that reimbursement must be made for the deductible amount on any claim.

If you wish to elect a medical and indemnity deductible, and your policy is being renewed effective on or after January 1, 1997, you must make your election before the effective date of your policy, otherwise at the next renewal of your policy.

( ) $ 500	**( ) $ 2,500**
( ) $ 1,000	**( ) $ 5,000**
( ) $ 2,000	**( ) Do Not Elect**
( ) $ 2,500 with Aggregate	**( ) Do Not Elect**

Policy Number 76 WEG AC8HA8		
Employer Name SOL DE MEXICO BAR & GRILL LLC	**Date**	**Signature and Title**
Agent Name AUTOMATIC DATA PROCESSING INS AGCY	**Date**	**Signature**

Workers' Compensation and Employers' Liability

Business Insurance Policy

(Policy Provisions: WC000000C)

INFORMATION PAGE
WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: The Hartford Accident and Indemnity Insurance Company
ONE HARTFORD PLAZA HARTFORD CT 06155

THE HARTFORD

NCCI Company Number: 10448
Company Code: 5

		Suffix LARS	Suffix RENEWAL
POLICY NUMBER:	76 WEG AC8HA8		
Previous Policy Number:	76 WEG AC2SZB		

1. **Named Insured and Mailing Address:** (No., Street, Town, State, Zip Code)
SOL DE MEXICO BAR & GRILL LLC
191 MECHANIC ST
BELLINGHAM MA 02019

FEIN Number: 83-1417313
State Identification Number(s):

The Named Insured is: LLC
Business of Named Insured: Full-Service Restaurants
Other workplaces not shown above: See Endorsement - WC990366

2. **Policy Period:** **From** 02/11/19 **To** 02/11/20 ANNUAL
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: AUTOMATIC DATA PROCESSING INS AGCY
71 HANOVER ROAD
FLORHAM PARK NJ 07932

Producer's Code: 76250717
Issuing Office: THE HARTFORD BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251
(877) 287-1316

Total Estimated Annual Premium: $3,465
Deposit Premium:
Policy Minimum Premium: $215 MA

Audit Period: ANNUAL **Installment Term:**

The policy is not binding unless countersigned by our authorized representative.

Countersigned by Susan L. Castaneda 02/11/19
Authorized Representative Date

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: MA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	$100,000	**each accident**
Bodily injury by Disease	$500,000	**policy limit**
Bodily injury by Disease	$100,000	**each employee**

C. Other States Insurance: Part Three of the policy applies to the states, if any , listed here:

ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON, WYOMING, U.S.TERRITORIES AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

SEE ENDORSEMENT-WC 99 03 68

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per $100 of Remuneration	Estimated Annual Premium

Total Standard Premium	$2,884
Expense Constant	$338
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement	$105
Estimated Annual Premium (before Surcharges)	$3,327
Total Estimated Surcharges	$138

*See the attached Schedule(s) of Operations for Location and State Level Premium Information

Total Estimated Annual Premium:	$3,465
Deposit Premium:	
Policy Minimum Premium:	$215 MA

Interstate/Intrastate Identification Number: Refer to Schedule of Operations

NAICS: 722110

Labor Contractors Policy Number: **SIC:**

EXTENSION OF THE INFORMATION PAGE - ITEM 1 - OTHER WORKPLACES

Policy Number: 76 WEG AC8HA8 **Endorsement Number:**
Effective Date: 02/11/19 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SOL DE MEXICO BAR & GRILL LLC
191 MECHANIC ST
BELLINGHAM MA 02019

Item 1 of the Information Page is completed to include other workplaces of the named insured:

191 MECHANIC ST, BELLINGHAM, MA 02019
215 W CENTRAL ST, NATICK, MA 01760-3714

EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS

Policy Number: 76 WEG AC8HA8 **Endorsement Number:**
Effective Date: 02/11/19 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SOL DE MEXICO BAR & GRILL LLC
191 MECHANIC ST
BELLINGHAM MA 02019

Item 3.D. of the Information Page is completed to include the following endorsements:

G-4119-0	POLICYHOLDER NOTICE-PAYROLL BILLING
WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC000001A.1	INFORMATION PAGE
WC000001A.2	INFORMATION PAGE
WC000403	EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT
WC000414	NOTIFICATION OF CHANGE IN OWNERSHIP
WC000422B	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC200301	APPLICATION OF LIMITS OF LIABILITY ENDORSEMENT - MASS
WC200302A	MASSACHUSETTS - ASSESSMENT CHARGE
WC200303D	MASSACHUSETTS NOTICE TO POLICYHOLDER ENDORSEMENT
WC200405	MASSACHUSETTS PREMIUM DUE DATE ENDORSEMENT
WC200601A	MASSACHUSETTS CANCELLATION ENDORSEMENT
WC990001I	Signature/ Copyright
WC990002	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY BUSINESS INSURANCE POLICY
WC990005	SCHEDULE OF OPERATIONS
WC990300D	WORKERS COMPENSATION BROAD FORM ENDORSEMENT
WC990366	EXTENSION OF THE INFORMATION PAGE - ITEM 1 - OTHER WORKPLACES

EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS

Policy Number: 76 WEG AC8HA8 **Endorsement Number:**
Effective Date: 02/11/19 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SOL DE MEXICO BAR & GRILL LLC
191 MECHANIC ST
BELLINGHAM MA 02019

Item 3.D. of the Information Page is completed to include the following endorsements:

WC990368	EXTENSION OF THE INFORMATION PAGE - ITEM 3.D. - ENDORSEMENTS

SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: THE HARTFORD ACCIDENT AND INDEMNITY INSURANCE COMPANY

Company Code: 5

Policy Number: 76 WEG AC8HA8 **Schedule Number:** 01-20-01
Effective Date: 02/11/19 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Location Address of operations covered by this schedule:
SOL DE MEXICO BAR & GRILL LLC
191 MECHANIC ST
BELLINGHAM MA 02019

NAICS: 722110
FEIN: 83-1417313 SIC: 5812 NO. OF EMPL: 15

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per $100 of Remuneration	Estimated Annual Premium
9079 RESTAURANT NOC	250,000.00	1.0300	2,575

Countersigned by _____
Authorized Representative

SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: THE HARTFORD ACCIDENT AND INDEMNITY INSURANCE COMPANY

Company Code: 5

Policy Number: 76 WEG AC8HA8 **Schedule Number:** 01-20-02
Effective Date: 02/11/19 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Location Address of operations covered by this schedule:
SOL DE MEXICO BAR & GRILL LLC
215 W CENTRAL ST
NATICK MA 01760

NAICS: 722110
FEIN: 83-1417313 SIC: 5812

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per $100 of Remuneration	Estimated Annual Premium
9079 RESTAURANT NOC	100,000.00	1.0300	1,030

Total State Summary

Total Class Premium			3,605
Rate Deviation Premium Credit		0.2000	-721
Total Estimated Annual Standard Premium			2,884
Expense constant			338
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement	350,000.00	0.0300	105
MA DIA Private/Public Assessment (CBAI 62) Surcharge		3.8300	138
Total Estimated Annual Premium			3,465

Countersigned by _____
Authorized Representative

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE

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IMPORTANT: This Quick Reference is **not** part of the Workers Compensation and Employers Liability Policy and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability Policy itself for actual contractual provisions.

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who Is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE - WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;

2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury.

You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
   a. benefits payable by this insurance;
   b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO - EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last

exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Noappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944) any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE - OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the

Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR - YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE - PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis.

This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. All your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is cancelled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX - CONDITIONS

A. Inspection

We have the right, but are not obligated to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS LIMITS OF LIABILITY ENDORSEMENT

Policy Number: 76 WEG AC8HA8 **Endorsement Number:**
Effective Date: 02/11/19 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SOL DE MEXICO BAR & GRILL LLC
191 MECHANIC ST
BELLINGHAM MA 02019

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because Massachusetts is listed in Item 3.A. of the Information Page.

Our liability to you under Section 25 of Chapter 152 of the General Laws of Massachusetts is not subject to the limit of liability that applies to Part Two (Employers Liability Insurance).

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS - ASSESSMENT CHARGE

Policy Number: 76 WEG AC8HA8 **Endorsement Number:**
Effective Date: 02/11/19 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SOL DE MEXICO BAR & GRILL LLC
191 MECHANIC ST
BELLINGHAM MA 02019

Massachusetts General Laws, Chapter 152, Section 65, as amended by Chapter 572 of the Acts of 1985, establishes a workers compensation special fund and a workers compensation trust fund.

On behalf of the Department of Industrial Accidental (DIA), the insurance company providing workers compensation coverage is required to bill and collect an assessment charge covering the special and trust funds from insured employers and remit the amounts collected to the State Treasury.

The assessment charge, which is determined by applying a rate (subject to annual change) to the **DIA's** standard premium, **as defined and outlined in 452 CMR 7.00**, developed under your policy, is shown as a separate item on the information page of the policy. The rate may be different for private employers and for the Commonwealth and its political subdivisions.

The income derived from the assessment charge will be used to fund the operating expenses of the DIA and to fund certain employee benefits as described in Chapter 152.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS NOTICE TO POLICYHOLDER ENDORSEMENT

Policy Number: 76 WEG AC8HA8 **Endorsement Number:**
Effective Date: 02/11/19 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SOL DE MEXICO BAR & GRILL LLC
191 MECHANIC ST
BELLINGHAM MA 02019

This endorsement applies only to the insurance provided by the policy because Massachusetts is shown in Item 3.A. of the Information Page.

1. Rates and Premium
   The policy contains rates and classifications that apply to your type of business. If you have any questions regarding the rates or classifications, please contact your agent or us.

   You may obtain pertinent rating information by submitting a written request to the Workers' Compensation Rating and Inspection Bureau of Massachusetts at the address shown in this endorsement or to us at our company address shown on this endorsement. We may require you to pay a reasonable charge for furnishing the information.

   You may also submit a written request for a review of the method by which your classification, rates, premiums or audit results were determined. If we fail to grant or reject your request within thirty days after it is made or if you are not satisfied by the results of our review, you may submit a written request for review to the Workers' Compensation Rating and Inspection Bureau of Massachusetts ("WCRIBMA") at the address shown in this endorsement. If the WCRIBMA fails to grant or reject your request within thirty days after it is made or [i]f you are not satisfied with the results of the WCRIBMA review, you may appeal to the Commissioner of Insurance at the address shown in this endorsement.

2. Reserve or Settlements

   You may request a loss run, which contains reserve and settlement information for claims that relate to the premium for this policy. Such a request must be in writing and should be sent to our address shown on this endorsement. We will provide you with that information within thirty (30) days of receipt of your request, and at reasonable intervals thereafter.

   If you have any questions or believe that we set unreasonable reserves or made unreasonable settlements that affected your premiums or losses, you may make a written request through your agent or directly to us for a meeting with our company representative. If you are not satisfied with the results of the meeting, you may make a written appeal to the Insurance Commissioner at the address shown on the endorsement.

3. Named Insured
   You are responsible for immediately reporting all changes in name or legal status to us in writing at the company address shown in this Endorsement.

   If you want to add a named insured or replace the named insured with another legal entity on any policy issued through the Massachusetts Assigned Risk Pool you must submit a new Assigned Risk Pool Application, including a Confidential Request for Information Form (ERM), to the Workers'

Compensation Rating and Inspection Bureau of Massachusetts at the address shown in this Endorsement

4. Insured's Mailing Address
Notices relating to this Policy will be mailed or delivered to your mailing address. Your mailing address is that which is shown in Item 1 of the Information Page or in a change of address Endorsement to the Policy. You are responsible for notifying us in writing at the company address shown in this Endorsement about any change to your mailing address.

Addresses

The Workers' Compensation Rating and
Inspection Bureau of Massachusetts
Attention: Customer Service Department
101 Arch Street, 5th Floor
Boston, MA 02110
www.wcribma.org

Company Address
The Hartford Accident and Indemnity
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

Commissioner of Insurance
Division of Insurance
Department of Banking and Insurance
1000 Washington St 8th Floor
Boston, MA 02118-2218

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS PREMIUM DUE DATE ENDORSEMENT

Policy Number: 76 WEG AC8HA8 **Endorsement Number:**
Effective Date: 02/11/19 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SOL DE MEXICO BAR & GRILL LLC
191 MECHANIC ST
BELLINGHAM MA 02019

Section D of Part Five of the policy is replaced by this provision:

PART FIVE
PREMIUM

D. Premium Payments is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers Compensation is not valid. **The audit and retrospective premiums shall be paid by the due date indicated on the billing statement.**

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MASSACHUSETTS CANCELLATION ENDORSEMENT

Policy Number: 76 WEG AC8HA8 **Endorsement Number:**
Effective Date: 02/11/19 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SOL DE MEXICO BAR & GRILL LLC
191 MECHANIC ST
BELLINGHAM MA 02019

This endorsement applies only to the insurance provided by the policy because Massachusetts is shown in Item 3.A. of the Information Page.

The **Cancellation** Condition of the policy is replaced by the following:

Cancellation

1. You may cancel this policy by mailing or delivering to us advance written notice requesting cancellation. Such cancellation shall not be effective until ten days after written notice is given by us to The Workers' Compensation Rating and Inspection Bureau of Massachusetts (Bureau), or until notice has been received by the Bureau that you have secured insurance from another insurance company, whichever occurs first. Our notice to the Bureau may be given by electronic transmission.

2. We may cancel this policy only if based on one or more of the following reasons: (i) nonpayment of premium; (ii) fraud or material misrepresentation affecting your policy; or (iii) a substantial increase in the hazard insured against. Such cancellation shall not be effective until ten days after written notice is given by us to you and the Workers' Compensation Rating and Inspection Bureau of Massachusetts (Bureau), or until notice has been received by the Bureau that you have secured insurance from another insurance company, whichever occurs first. Our notice to the Bureau may be given by electronic transmission.

3. We will mail or deliver the notice of cancellation to you at your last address, which shall be the mailing address shown in Item 1 of the Information Page or the change of mailing address shown in an Endorsement to the Policy. Pursuant to M.G.L. Chapter 175, Section 187C, a written notice of cancellation shall be deemed effective when mailed by us if we obtain a certificate of mailing receipt from the United States Postal Service showing your name and address as stated in the policy.

4. Any of these provisions that conflict with the law that controls the cancellation of this insurance policy is changed by this statement to comply with the law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

Policy Number: 76 WEG AC8HA8 **Endorsement Number:**
Effective Date: 02/11/19 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SOL DE MEXICO BAR & GRILL LLC
191 MECHANIC ST
BELLINGHAM MA 02019

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT

Policy Number: 76 WEG AC8HA8 **Endorsement Number:**
Effective Date: 02/11/19 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SOL DE MEXICO BAR & GRILL LLC
191 MECHANIC ST
BELLINGHAM MA 02019

Section I of this endorsement expands coverage provided under WC 00 00 00 A.
Section II of this endorsement provides additional coverage usually only provided by endorsement.
Section III of this endorsement is a Schedule of Covered States.
You may use the index to locate these coverage features quickly:

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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of **Part One** (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of **Part Two** (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph **4.** of **A. How This Insurance Applies** of **Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within sixty days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of **Part 6** (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Cancellation

Paragraph **2.** of **D. Cancellation** of **Part 6** (Conditions) is replaced by the following:

2. We may cancel this policy. We must mail or deliver to you not less than **15** days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

5. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

6. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state shown in Item 3.A. of the Information Page.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 6. does not apply in New Jersey or Wisconsin.

SECTION III

8. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

Policy Number: 76 WEG AC8HA8 **Endorsement Number:**
Effective Date: 02/11/19 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SOL DE MEXICO BAR & GRILL LLC
191 MECHANIC ST
BELLINGHAM MA 02019

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

a. The act is an act of terrorism.
b. The act is violent or dangerous to human life, property or infrastructure.
c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
   a. $100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
   b. $120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
   c. $140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
   d. $160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
   e. $180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
   f. $200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
See Attached Schedule		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Policy Number: 76 WEG AC8HA8 **Endorsement Number:**
Effective Date: 02/11/19 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SOL DE MEXICO BAR & GRILL LLC
191 MECHANIC ST
BELLINGHAM MA 02019

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

Countersigned by _____
Authorized Representative

POLICY ADJUSTMENT NOTICE

The premium we charged for your enclosed Hartford policy was based, in part, on estimates and assumptions related to items such as payroll, sales revenue, and the nature of business operations for the policy period shown. When your coverage period expires, a premium audit will be conducted to ensure the premium you paid for your insurance was accurate. In order to complete the premium audit, when your policy coverage period expires you may receive, via e-mail or US Postal mail, a request to complete an "Insured's Report of Exposure" Form. Alternatively, you may receive notice that a Premium Audit representative will be contacting you to review your records and discuss your business operations over the phone or in person. The purpose of the statement, phone call or visit is for the Premium Audit Department to collect the information required to ensure that the premium you paid for your coverage was accurate.

Once the audit is complete, you will receive a Statement of Premium Adjustment which will reflect the amount of your policy auditable premium, and will indicate whether you are owed a refund or if additional premium is due for the policy period shown.

If we owe you a return premium, The Hartford will apply the refund amount to any current account balance. If your account is paid in full, or if your refund amount is greater than the current account balance, we will issue you a refund check. You can expect to receive this check within the next **30** days.

If you owe us an additional premium, the **entire amount** will appear as due and payable on your next bill. This amount will appear as "Premium Audit" on your bill.

If you have any questions regarding the Premium Audit process, please call your insurance agent.

Thank you for doing business with The Hartford.

THE HARTFORD

PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.

MASSACHUSETTS BENEFITS CLAIM AND AGGREGATE DEDUCTIBLE PROGRAM

Dear Policyholder:

Section 25A of Chapter 152 Massachusetts Workers' Compensation Law requires the Massachusetts Workers' Compensation Assigned Risk Pool and voluntary market insurers to offer to insureds with workers' compensation policies, which provide coverage in Massachusetts, a choice of medical and indemnity benefits deductibles.

In accordance with the statute, as amended, the Division of Insurance has approved two separate and distinct deductible programs, one without an aggregate limit, and one with an aggregate limit. An insured may select either program, or neither of them. These programs are not available for insureds with retrospectively rated policies.

The first program, Massachusetts Benefits Deductible Program, without an aggregate limit, which has been in effect since January 1, 1993, is intended for insureds who have the financial ability to handle some losses they incur. This program allows these insureds to establish an amount of loss they can absorb and purchase insurance only for losses above that predetermined deductible amount.

Under this program, medical and indemnity deductibles of $500, $1,000, $2,000 and $2,500 shall be offered to every employer. In addition, an insurer or the Pool, at its option, may offer to any employer providing collateral deemed adequate by such insurer, a medical and indemnity benefits deductible of $5,000.

The deductible shall apply separately to each claim for bodily injury by disease or accident. The insurer shall pay all benefits required under the provisions of M.G.L.c.152 directly to the appropriate party. Subsequent to insurer payment of any amount which falls within the deductible limit on any claim, the insurer may seek reimbursement from the policyholder. Failure to make complete reimbursement for deductibles within thirty days of receipt of bill from the insurer shall constitute non-payment of premium and be grounds for termination of the policy.

The entire cost of all claims shall be included in the experience data used to determine the experience modification of the insured regardless of the requirement that reimbursement must be made for the deductible amount on any claim.

If you wish to elect a medical and indemnity deductible, and your policy is being renewed effective on or after January 1, 1997, you must make your election <u>before</u> the effective date of your policy, otherwise at the next renewal of your policy.

( ) $ 500	**( ) $ 2,500**
( ) $ 1,000	**( ) $ 5,000**
( ) $ 2,000	**( ) Do Not Elect**
---	---
( ) $ 2,500 with Aggregate	**( ) Do Not Elect**

Policy Number 76 WEG AC8HA8		
Employer Name SOL DE MEXICO BAR & GRILL LLC	**Date**	**Signature and Title**
Agent Name AUTOMATIC DATA PROCESSING INS AGCY	**Date**	**Signature**

Reporting a Work-Related Injury is Time Sensitive!

Call The Hartford's LossConnect immediately to report a claim.
1-800-327-3636
Available 24 hours a day, 365 days a year.

The Benefits of Timely Loss Reporting:

Research has shown that faster loss reporting significantly affects loss costs. The sooner we are notified, the sooner we can investigate the accident and coordinate with you, the injured employee, and the medical team to ensure the fastest possible return to health and work.

The Effect of Timely Reporting on Controlling the Cost of Your Loss:

Average Loss for Closed Claims (Accident Years 2002-2005)	
Report Lag in Days	**Percent Change in Loss Costs Compared to First Week Report**
Incident Day	-6%
Week 1	0%
Week 2	13%
Week 3 or 4	16%
1 Month or Later	24%

Statutory requirements also necessitate the prompt initial reporting of the accident causing injury or death. Failure to comply may result in a fineable offense by the State.

Information You'll Need

Company Information
- Account Number
- Location Code (if applicable)
- Parent Company (or program name)
- Policy Number

Worker Information
- Name, DOB, Address, Phone
- Social Security Number
- Age, Gender
- Marital Status, Number of Dependants
- Hire Date, Years in Current Position
- Wage Information

Incident Information
- Type of injury (burn, cut, etc.)?
- Exact body part injured?
- What caused the accident?
- Any reason to question the injury?
- Any witnesses?
- Address where injury occurred?
- Where was the injured employee treated? (Provide name, address, phone of medical provider.)
- When was the accident reported to you and by whom (date, time)?

Network Providers
A listing of more than 400,000 network providers qualified to treat work-related injuries is available online at www.talispoint.com/hartext or by calling our Network Referral Unit at 1-800-327-3636 (select 4 at the prompt). Since network referrals are often impacted by state specific rules, please call to learn how to maximize our network capabilities on behalf of your employees.

Form WC 66 03 84 Printed in U.S.A.

Customer Privacy Notice
The Hartford Financial Services Group, Inc. and Affiliates*
(herein called "we, our, and us")

This Privacy Policy applies to our United States Operations

We value your trust. We are committed to the responsible:

a) management;
b) use; and
c) protection;

of **Personal Information**.

This notice describes how we collect, disclose, and protect **Personal Information**.

We collect **Personal Information** to:

a) service your **Transactions** with us; and
b) support our business functions.

We may obtain **Personal Information** from:

a) **You**;
b) your **Transactions** with us; and
c) third parties such as a consumer-reporting agency.

Based on the type of product or service **You** apply for or get from us, **Personal Information** such as:

a) your name;
b) your address;
c) your income;
d) your payment; or
e) your credit history;

may be gathered from sources such as applications, **Transactions**, and consumer reports.

To serve **You** and service our business, we may share certain **Personal Information**. We will share **Personal Information**, only as allowed by law, with affiliates such as:

a) our insurance companies;
b) our employee agents;
c) our brokerage firms; and
d) our administrators.

As allowed by law, we may share **Personal Financial Information** with our affiliates to:

a) market our products; or
b) market our services;

to **You** without providing **You** with an option to prevent these disclosures.

We may also share **Personal Information**, only as allowed by law, with unaffiliated third parties including:

a) independent agents;
b) brokerage firms;
c) insurance companies;
d) administrators; and
e) service providers;

who help us serve **You** and service our business.

When allowed by law, we may share certain **Personal Financial Information** with other unaffiliated third parties who assist us by performing services or functions such as:

a) taking surveys;
b) marketing our products or services; or
c) offering financial products or services under a joint agreement between us and one or more financial institutions.

We, and third parties we partner with, may track some of the pages **You** visit through the use of:

a) cookies;
b) pixel tagging; or
c) other technologies;

and currently do not process or comply with any web browser's "do not track" signal or other similar mechanism that indicates a request to disable online tracking of individual users who visit our websites or use our services.

For more information, our Online Privacy Policy, which governs information we collect on our website and our affiliate websites, is available at https://www.thehartford.com/online-privacy-policy.

We will not sell or share your **Personal Financial Information** with anyone for purposes unrelated to our business functions without offering **You** the opportunity to:

a) "opt-out;" or
b) "opt-in;"

as required by law.

We only disclose **Personal Health Information** with:

a) your authorization; or
b) as otherwise allowed or required by law.

Our employees have access to **Personal Information** in the course of doing their jobs, such as:

a) underwriting policies;
b) paying claims;
c) developing new products; or
d) advising customers of our products and services.

We use manual and electronic security procedures to maintain:

a) the confidentiality; and
b) the integrity of;

Personal Information that we have. We use these procedures to guard against unauthorized access.

Some techniques we use to protect **Personal Information** include:

a) secured files;
b) user authentication;
c) encryption;
d) firewall technology; and
e) the use of detection software.

We are responsible for and must:

a) identify information to be protected;
b) provide an adequate level of protection for that data;
c) grant access to protected data only to those people who must use it in the performance of their job-related duties.

Employees who violate our privacy policies and procedures may be subject to discipline, which may include termination of their employment with us.

We will continue to follow our Privacy Policy regarding **Personal Information** even when a business relationship no longer exists between us.

As used in this Privacy Notice:

Application means your request for our product or service.

Personal Financial Information means financial information such as:

a) credit history;
b) income;
c) financial benefits; or
d) policy or claim information.

Personal Financial Information may include Social Security Numbers, Driver's license numbers, or other government-issued identification numbers, or credit, debit card, or bank account numbers.

Personal Health Information means health information such as:

a) your medical records; or
b) information about your illness, disability or injury.

Personal Information means information that identifies **You** personally and is not otherwise available to the public. It includes:

a) **Personal Financial Information**; and
b) **Personal Health Information.**

Transaction means your business dealings with us, such as:

a) your **Application**;
b) your request for us to pay a claim; and
c) your request for us to take an action on your account.

You means an individual who has given us **Personal Information** in conjunction with:

a) asking about;
b) applying for; or
c) obtaining;

a financial product or service from us if the product or service is used mainly for personal, family, or household purposes.

If you have any questions or comments about this privacy notice, please feel free to contact us at The Hartford - Law Department, Privacy Law, One Hartford Plaza, Hartford, CT 06155, or at CorporatePrivacyOffice@thehartford.com.

This Customer Privacy Notice is being provided on behalf of The Hartford Financial Services Group, Inc. and its affiliates (including the following as of March 2018), to the extent required by the Gramm-Leach-Bliley Act and implementing regulations.

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POLICY NUMBER: 76 WEG AC8HA8

Our President and Secretary have signed this policy. Where required by law, the Information Page has been countersigned by our duly authorized representative.

Lisa Levin, Secretary

Douglas Elliot, President

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LEASE

TO

SOL DE MEXICO

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INDENTURE OF LEASE

THIS INDENTURE OF LEASE made the ____ day of _____, 2018, by and between **215 WEST CENTRAL STREET, LLC**, a Massachusetts limited liability company with a principal place of business at 4 Charlesview Rd., Hopedale, Massachusetts 01747 (hereinafter referred to as "Landlord"), and **SOL DE MEXICO, OF** _____ (hereinafter referred to as "Tenant").

ARTICLE I
PREMISES

The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, upon and subject to the terms and provisions of this lease, the portion of the building (which portion is sometimes hereinafter referred to as the "demised premises") shown on Exhibit "A" hereto annexed and made a part hereof, containing a total square footage of approximately 1,600 square feet. Said building is located, as shown on said Exhibit, on a tract of land in Natick, Middlesex County, Massachusetts further shown on Exhibit A (the "Land") and shall hereinafter be referred to as the "Building".

Excepting and reserving to Landlord the roof and exterior walls of the building or buildings of which the demised premises are a part and further reserving to the Landlord the right to replace and maintain and repair any utility lines, pipes, and the like in, over and upon the demised premises as have been installed in the Building.

ARTICLE II
TERM OF LEASE

Section 1. The Term of this Lease is for a period of five (5) years, one month (plus the partial month, if any) commencing January 1, 2019. The Lease expiration date shall be January 31, 2024. The rent for the 1st month of this lease will be waived.

Section 2. The Tenant, subsequent to the commencement of the term hereof, shall be permitted to install fixtures and other equipment and do other work, provided, however, that such activities of the Tenant shall not interfere with the normal conduct of business in the balance of the Building.

Section 3. Provided that Tenant has not been in default of this Lease Agreement during the Term hereof, the Tenant shall have the right to extend the Term hereof (the "Extension Option") for one additional period of five (5) years (the "Extension Term"). The Extension Option shall be exercised by notice given by the Tenant to the Landlord at least six (6) months prior to the expiration of the initial Term. Upon the Tenant's giving such notice, this Lease and the Term hereof shall be extended for the Extension Term without the necessity of

execution of any additional documents. The Extension Term shall be upon all the terms, conditions and provisions of this Lease, except that the minimum Rent during the Extension Term shall be the fair market rental value (the "Fair Rental Value") of the Premises as of the commencement of the Extension Term, determined as provided below, but in no event shall the minimum Rent for the Extension Term be less than the minimum Rent for the initial Term. The term "Fair Rental Value" shall mean the market rental value per annum as determined by the Landlord in its sole discretion operating in good faith.

ARTICLE III
RENT

Section 1: The Tenant covenants and agrees to pay to the Landlord at Landlord's office in Hopedale, or at such place as Landlord shall from time to time designate in writing, minimum rent for the demised premises, in advance, on the first day of each and every month during the term hereof, at the following rates (and proportionately at such rates for any partial month):

Lease Year 1:	$54,000.00 to be payable monthly in the amount of $4,500.00 per month.
Lease Year 2:	$60,000.00 to be payable monthly in the amount of $5,000.00 per month.
Lease Year 3:	$63,000.00 to be payable monthly in the amount of $5,250.00 per month.
Lease Year 4:	$66,150.00 to be payable monthly in the amount of $5,512.50 per month.
Lease Year 5:	$69,457.56 to be payable monthly in the amount of $5,788.13 per month.

For and with respect to each installment of minimum rent that is not paid when due, Tenant shall pay to Landlord, on demand, as additional rent, a late charge in an amount equal to five percent (5%) of the amount of the overdue payment for the purpose of defraying Landlord's administrative expenses relative to handling such overdue payment.

Section 2: Simultaneously with the execution of this Lease, the Tenant shall deliver to and deposit with the Landlord a security deposit (the "Security Deposit") in the amount of $4500.00 (the "Original Amount"), plus the last month rent (the "Last Month") in the amount of $5788.13.

If, and as soon as, Tenant defaults in any of the terms and conditions of this Lease, the Landlord may draw upon the Security Deposit at any time and from time to time in such amount or amounts as may be necessary to cure the default(s) or to reimburse the Landlord for any sum(s) which the Landlord may have spent to cure the default(s), and if the Landlord has terminated this Lease due to the Tenant's default(s), the Landlord may also draw upon the

Security Deposit in such amount (or all) as may be necessary to obtain any amounts from time to time owed to the Landlord by the Tenant after termination. In the case of each such drawing (except a drawing occurring after termination or expiration of this Lease), the Tenant shall, on demand, cause the Security Deposit to be reinstated to the full amount that was required by this Lease prior to the drawing. If upon termination or expiration of this Lease, no default shall exist, the Security Deposit, or any balance thereof, shall be returned to the Tenant or if termination or expiration of this Lease a default shall exist, then any portion of the Security Deposit not necessary to cure said default shall be returned to Tenant but not otherwise. The Landlord shall have the right, if a default occurs, to draw on that portion of the Security Deposit necessary to cure a default as long as partial drawings are permitted thereunder; otherwise, Landlord shall hold the proceeds thereof (without interest payable to the Tenant) to be applied from time to time against damages and losses. The Landlord shall be entitled to commingle any cash provided to the Landlord as the Security Deposit with other funds of the Landlord, and shall not be obligated to pay interest on the deposit to the Tenant. If the Landlord conveys the Landlord's interest under this Lease, the Security Deposit, or any part thereof not previously applied, may be turned over by the Landlord to the Landlord's transferee, and, if so turned over, the Tenant agrees to look solely to such transferee for proper application of the Security Deposit in accordance with the terms of this Lease and the return thereof in accordance therewith.

ARTICLE IV
REMODELLING

Tenant acknowledges that Tenant has inspected the demised premises and agrees to accept possession of the same on a strictly "AS IS" basis, without any representation or warranty by Landlord with respect to the condition thereof. Promptly following delivery of possession of the demised premises to Tenant, Tenant shall perform all work necessary in order properly to equip the demised premises for the conduct of a first class food service operation therein in accordance with plans and specifications approved by Landlord. It is acknowledged that the demised premises includes certain equipment, fixtures and appliances as further set forth on Schedule 1 attached to this Lease and incorporated by reference herein. Tenant accepts such equipment, fixtures and appliances in their as-is condition without warranty and agrees to maintain and if necessary, replace them during the Lease Term.

ARTICLE V
MAINTENANCE OF COMMON AREAS

Section 1. With regard to the parking facilities now constructed on the Land, Landlord agrees to cause said parking facilities, including lighting thereof, to be maintained in reasonably good repair and in reasonably clean condition, and reasonably clear of snow at all times.

Section 2. The Landlord agrees that the Tenant may, during the term hereof, with others, have the nonexclusive right to use the parking facilities designated by the Landlord on the Land (including any parking areas outside the Land provided and designated by Landlord) for the accommodation and parking of such automobiles of the Tenant, its officers, agents and employees, and its customers while visiting the demised premises; but it is understood and agreed that the Landlord shall have the right to designate from time to time, and to change from

time to time, the portions of the Land that shall be used as parking areas, approaches, exits, entrances, roadways, and the like.

Section 3. In addition to all of the payments herein provided to be made by Tenant to Landlord, and as part of the total rent to be paid by Tenant to Landlord, the Tenant covenants and agrees to pay to Landlord the amount set forth, or determined as provided in, Exhibit "B" and "C" hereto annexed and hereby made a part hereof.

ARTICLE VI
UTILITIES

Tenant shall pay for all of its requirements for utilities, including, but not limited to, gas, steam, water, electricity, sewer charges, and the like, including all utilities necessary for heating and air conditioning its premises. In the event that Landlord shall elect to supply any of such utilities, Tenant agrees to purchase the same from Landlord, provided the rate does not exceed the rate which Tenant would be required to pay to the utility company furnishing the same to the Building. Further, Tenant shall pay for all utilities consumed on the demised premises from the date of delivery of possession thereof by Landlord to Tenant to the date of the commencement of the term of this lease.

ARTICLE VII
USE OF PREMISES

Section 1. It is understood, and the Tenant so agrees, that the demised premises during the term of this lease shall be used and occupied by the Tenant only for the operation of a first class food service operation and for no other purpose or purposes.

Section 2. Tenant further agrees to conform to the following provisions during the entire term of this lease:

(a) Tenant shall always conduct its operations in the demised premises under its present trade name, unless Landlord shall otherwise consent in writing, which consent shall not be unreasonably withheld.

(b) No sales or promotions may be conducted within the demised premises other than in the normal course of the Tenant's continuing business operations therein. Without limiting the generality of the foregoing, no auction, fire, bankruptcy, "lost our lease" or "going out of business" sales (or the like, however denominated) may be conducted within the demised premises without the previous written consent of the Landlord.

(c) Tenant shall not use the sidewalks adjacent to the demised premises or the recessed vestibules, if any, of the demised premises

for business purposes without the previous written consent of the Landlord.

(d) Tenant shall keep the display windows of the demised premises clean and shall keep the same electrically lighted during such periods of time as windows throughout a major portion of the Building are kept lighted.

(e) Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by Landlord; and all trash, refuse and the like shall be kept in covered metal cans, which metal cans shall be kept within the demised premises at all times or in a locked metal dumpster placed by Tenant in a location designated by Landlord, and in no event stored outside of the same. All trash, refuse and the like shall be separated and otherwise disposed of as required by applicable law.

(f) Tenant shall not place on the exterior of the demised premises (including, but without limitation, windows, doors, and entrance lobbies) any signs other than those which shall first have been approved by Landlord and the Town of Natick, including replacements thereof. Landlord has permitted temporary signs indicating that Tenant's business is "Opening Soon" and "Now Hiring" and the like but the exact banners shall be subject to Landlord's prior approval.

(g) Tenant shall not perform any act or carry on any practice which may injure the demised premises or any other part of the Building, or cause any offensive odors or loud noise (including, but without limitation, the use of loudspeakers), or constitute a nuisance or menace to any other occupant or other persons in the Building, and in no event shall any noises or odors be emitted from the demised premises.

(h) The demised premises will be kept open for business at least during the usual business days and hours of a majority of the occupants of the Building.

(i) Tenant shall not use any portion of the demised premises for storage or other services, except for its operations in the demised premises.

(j) Tenant agrees that it and its employees and others connected with the Tenant's operations at the demised premises will abide by all reasonable rules and regulations from time to time established by the Landlord by written notice to the Tenant with respect to such Building.

(k) Tenant shall not use, handle, store, or dispose of any oil, hazardous or toxic materials or hazardous or toxic wastes (collectively, "hazardous materials") in or about the Building. If the transportation, storage, use or disposal of any hazardous materials anywhere on the Land in connection with Tenant's use of the demised premises results in (1) contamination of the soil or surface or ground water, or (2) loss or damage to person(s) or property, then Tenant agrees to respond in accordance with the following paragraph:

Tenant agrees (i) to notify Landlord immediately of any contamination, claim or contamination, loss or damage, (ii) after consultation and approval by Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive the termination of this lease. No consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing. Tenant shall immediately notify Landlord upon Tenant's receipt of any inquiry, notice, or threat to give notice by any governmental authority or any other third party with respect to any hazardous materials.

(l) Tenant agrees that, within the demised premises, it shall be responsible for compliance with the Americans with Disabilities Act 942 U.S.C. §12101 et. seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto.

Section 3. Notwithstanding any other provisions of this lease, Tenant covenants and agrees that it will not assign this lease or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the demised premises without in each instance having first received the express written consent of Landlord, and in any case where Landlord shall consent to such assignment or subletting, the Tenant named herein shall remain fully liable for the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this lease. The provisions of this Section 3 shall not, however, be applicable to an assignment of this lease by Tenant to a subsidiary or controlling corporation, provided (and it shall be a condition of the validity of any such assignment) that such subsidiary or controlling corporation agrees directly with Landlord to be bound by all of the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided for under this lease, the covenant to use the demised premises only for the purposes specifically permitted under this

lease, and the covenant against further assignment and provided further that such subsidiary or controlling corporation remain a subsidiary or controlling corporation throughout the then remaining term of this lease; but such assignment shall not relieve the Tenant herein named of any of its obligations hereunder, and the Tenant shall remain fully liable therefor.

ARTICLE VIII
MAINTENANCE OF BUILDING, ETC.

Section 1. Other than as provided below in this Section, Landlord agrees to keep in good order, condition, and repair the roof, foundations and structural portions of the demised premises to the extent, but only to the extent, originally constructed by Landlord, except for any damage thereto caused by any act or negligence of Tenant, its employees, agents, licensees, or contractors. Landlord shall not be responsible to make any other improvements or repairs of any kind upon the demised premises, but this paragraph is not intended to refer to damage by fire or other insured risk to the demised premises, provision for which is hereinafter made.

Section 2. Except as specifically herein otherwise provided, Tenant agrees that from and after the date that possession of the demised premises is delivered to Tenant, and until the end of the term hereof, it will keep neat and clean and maintain in good order, condition and repair, the demised premises and every part thereof, including, without limitation, the store front and the exterior and interior portions of all doors, windows and plate glass surrounding the demised premises, all plumbing and sewage facilities within the demised premises, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, electrical systems, interior building appliances, HVAC equipment, and all equipment, appliances and fixtures included as of the Commencement Date of this Lease, and similar equipment, replacing any and all of the foregoing if and when required. Tenant agrees to keep in full force and effect a standard service contract for the HVAC system serving the demised premises throughout the term of this lease, in form and with a service provider reasonably acceptable to Landlord. Notwithstanding this or any other provision in this lease, Tenant agrees that Tenant will not perform any work on or about the roof of the demised premises unless such work is done by a contractor licensed by the manufacturer of the roof to perform such work and otherwise approved by Landlord. Tenant shall, at Tenant's expense, repaint, refurbish and remodel the demised premises and any part and portion thereof from time to time to assure that the same are kept in a first class, tenantable, and attractive condition throughout the term of this lease. There is excepted from this paragraph, however, damage to such portions of the demised premises originally constructed by Landlord as is caused by those hazards which are covered by the policies of fire insurance with extended coverage endorsements carried by Landlord and described in ARTICLE XI hereof. Tenant further agrees that the demised premises shall be kept in a clean, sanitary and safe condition in accordance with the laws of the Commonwealth of Massachusetts and ordinances of the Town of Natick, and in accordance with all directions, rules and regulations of the Health Officer, Fire Marshal, Building Inspector, and other proper officers of the governmental agencies having jurisdiction thereover. Tenant shall not permit or commit any waste.

Section 3. Tenant shall not make any alterations, improvements and/or additions to the demised premises without first obtaining, in each instance, the written consent of Landlord, which consent Landlord agrees will not be unreasonably withheld, except that Tenant may make

non structural alterations to the interior costing not more than Three Thousand Dollars ($3,000), upon condition that such alterations shall be made in accordance with all applicable laws and in a good and first class, workmanlike manner. Any and all alterations, additions, improvements, and fixtures which may be made or installed by either Landlord or Tenant upon the demised premises and which in any manner are attached to the floors, walls or ceilings (including, without limitation, any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor) shall remain upon the demised premises, and at the termination of this lease shall be surrendered with the demised premises as a part thereof without disturbance, molestation or injury. However, the usual trade fixtures and furniture which may be installed in the demised premises prior to or during the term hereof at the cost of Tenant may be removed by Tenant from the demised premises upon the termination of this lease if, but only if, Tenant is not then in default hereunder. Further, Tenant covenants and agrees, at its own cost and expense, to repair any and all damage to the demised premises resulting from or caused by such removal. In no event shall the Tenant be entitled to remove any building components, including, but without limitation, the HVAC system, plumbing system, electrical system (including light fixtures and bulbs) and security gate(s) (if any). The demised premises shall be delivered to Landlord at the expiration or earlier termination of this lease in a broom clean condition and otherwise in the condition in which the same are to be maintained by Tenant under this lease, and at such expiration or earlier termination, any and all property of Tenant which has not been removed by Tenant shall be deemed abandoned by Tenant and shall become Landlord's exclusive property or may be disposed of by Landlord, at Landlord's option and at Tenant's cost and expense, without further notice or demand to Tenant and without any requirement to account for the same to Tenant.

ARTICLE IX
INDEMNITY AND PUBLIC LIABILITY INSURANCE

Section 1. Tenant agrees to indemnify and save harmless the Landlord from and against all claims of whatever nature arising from any act, omission or negligence of the Tenant, or Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law, including, without limitation, any law, regulation, or ordinance concerning trash, hazardous materials, or other pollutant occurring during the term hereof in or about the Tenant's demised premises, or arising from any accident, injury or occurring outside of the demised premises but on the Land, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Section 2. Tenant agrees to maintain in full force during the term hereof a policy of public liability and property damage insurance under which the Landlord (and such other persons as are in privity of estate with Landlord as may be set out in notice from time to time) and the Tenant are named as insureds, and under which the insurer agrees to indemnify and hold Landlord and those in privity of estate with Landlord harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries, and damages mentioned in Section 1 of this ARTICLE IX. Each such policy shall be non cancellable with

respect to the Landlord and Landlord's said designees without ten (10) days, prior written notice to Landlord, and a duplicate original or certificate thereof shall be delivered to Landlord. The minimum limits of liability of such insurance shall be One Million Dollars ($1,000,000) for injury or death to any one person, and Three Million Dollars ($3,000,000) for injury or death to more than one person, and Two Hundred Fifty Thousand Dollars ($250,000) with respect to damage to property, or a combined single limit of Three Million Dollars ($3,000,000) for all injury, damage and loss per occurrence.

Certificates of such insurance coverage must be delivered to Landlord not later than ten (10) days after Tenant has first taken possession of the demised premises.

Section 3. Tenant agrees to use and occupy the demised premises and to use such other portions of the Building and Land as it is herein given the right to use at its own risk and that Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Tenant. The provisions of this Section shall apply during the whole of the term hereof, and in view of the permission given to Tenant to install fixtures prior to the commencement of the term hereof, shall also apply at all times prior to the commencement of the term hereof.

Section 4. Tenant agrees that Landlord shall not be responsible or liable to the Tenant, or to those claiming by, through or under the Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the premises demised hereunder or any of the buildings on the Land, or otherwise, or for any loss or damage resulting to the Tenant or those claiming by, through or under Tenant, or its or their property, from the bursting, stopping, or leaking of water, gas, sewer or steam pipes.

Section 5. This lease and each and every provision hereof is subject to the provisions of Massachusetts General Laws, Chapter 186, Section 15, as the same may from time to time be in force and applicable, and wherever any provision herein might be construed to violate said statute, such provision shall be construed as though it included the words "subject and to the extent enforceable in accordance with the provisions of Massachusetts General Laws, Chapter 186, Section 15.

ARTICLE X
LANDLORD'S ACCESS TO PREMISES

Section 1. Landlord and its designees shall have the right to enter upon the demised premises at all reasonable hours for the purpose of inspecting or of making repairs to the same. If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch, after such demand, Landlord may (but shall not be required so to do) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay to Landlord the cost thereof, and if it shall default in such payment, Landlord shall have the remedies provided in ARTICLE XVII hereof.

Section 2. For a period commencing nine (9) months prior to the termination of this lease, Landlord and its designees may have reasonable access to the premises herein demised for the purpose of exhibiting the same to prospective tenants, during which period Landlord may maintain a suitable "For Rent" sign on the demised premises.

ARTICLE XI
INSURANCE

Section 1. Landlord shall keep the Building insured against loss or damage by fire, with the usual extended coverage endorsements, in amounts not less than eighty per cent (80%) of the full insurable value thereof above foundation walls, but specifically excluding any property or improvements installed by or belonging to Tenant.

Section 2. Tenant agrees that it shall keep its fixtures, merchandise, equipment and other personal property from time to time located in, on or about the demised premises insured against loss or damage by fire, with the usual extended coverage endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

Section 3. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though extra premium may result therefrom): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the written request of one party, this release and non subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party for claims.

Section 4. Tenant covenants and agrees that it will not do or permit anything to be done in or upon the demised premises or bring in anything or keep anything therein, which shall increase the rate of insurance on the demised premises or on the Building above the standard rate for the type of business permitted in demised premises; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord, on demand, any such increase resulting therefrom, which shall be due and payable as additional rent hereunder.

ARTICLE XII
DAMAGE CLAUSE

Section 1. In case during the term hereof the demised premises shall be partially damaged (as distinguished from "substantially damaged," as that term is hereinafter defined) by fire or other casualty, Landlord shall forthwith proceed to repair such damage and restore the demised premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage, but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control.

Section 2. In case during the term hereof the demised premises shall be substantially damaged or destroyed by fire or other casualty, the risk of which is covered by Landlord's insurance, this lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall, proceeding with all reasonable dispatch, repair or rebuild the demised premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage or destruction (subject, however, to zoning laws and building codes then in existence), but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control. In case of substantial damage or destruction, as a result of a risk which is not covered by Landlord's insurance, Landlord shall likewise be obligated to rebuild the demised premises, all as aforesaid, unless Landlord promptly after the occurrence of such event gives written notice to Tenant of Landlord's election to terminate this lease.

Section 3. However, if the demised premises shall be substantially damaged or destroyed by fire, windstorm, or otherwise within the last year of the term of this lease, either party shall have the right to terminate this lease, provided that notice thereof is given to the other party not later than sixty (60) days after such damage or destruction. If said right of termination is exercised, this lease and the term hereof shall cease and come to an end as of the date of said damage or destruction.

Section 4. In the event that the provisions of Section 1 or Section 2 of this ARTICLE XII shall become applicable, the minimum rent, and the pro rata charge specified in Section 3 of ARTICLE V of this lease, shall be abated or reduced proportionately during any period in which, by reason of such damage or destruction, there is substantial interference with the operation of the business of Tenant in the demised premises, having regard to the extent to which Tenant may be required to discontinue its business in the demised premises, and such abatement or reduction shall continue for the period commencing with such destruction or damage and ending with the completion by Landlord of such work of repair and/or reconstruction as Landlord is obligated to do. Nothing in this Section shall be construed to abate or reduce percentage rent. In the event of termination of this lease pursuant to this ARTICLE XII, this lease and the term hereof shall cease and come to an end as of the date of such damage or destruction.

Section 5. The terms "substantially damaged" and "substantial damage" as used in this ARTICLE XII, shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the premises restored within ninety (90) days from the time that such repair or restoration work would be commenced.

ARTICLE XIII
EMINENT DOMAIN

Section 1. If the demised premises, or such portion thereof as to render the balance (when reconstructed) unsuitable for the purposes of Tenant, shall be taken by condemnation or right of eminent domain, either party, upon written notice to the other, shall be entitled to terminate this lease, provided that such notice is given not later than thirty (30) days after Tenant has been deprived of possession. Should any part of the demised premises be so taken or condemned, and should this lease be not terminated in accordance with the foregoing provision, the Landlord covenants and agrees promptly after such taking or condemnation, and the determination of Landlord's award therein, to expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the demised premises to an architectural unit as nearly like their condition prior to such taking as shall be practicable. Should the net amount so awarded to Landlord be insufficient to cover the cost of restoring the demised premises, as estimated by Landlord's architect, Landlord may, but shall not be obligated to, supply the amount of such insufficiency and restore said premises as above provided, with all reasonable diligence, or terminate this lease. Where the Tenant has not already exercised any right of termination accorded to it under the foregoing portion of this paragraph, Landlord shall notify Tenant of Landlord's election not later than ninety (90) days after the final determination of the amount of the award.

Section 2. Out of any award for any taking of the Landlord's interest in the demised premises, in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for such demised premises and for Landlord's business loss. Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceedings because of the taking of its trade fixtures or furniture and its leasehold improvements.

Section 3. In the event of any such taking of the demised premises, the minimum rent, and the pro rata charge specified in Section 3 of ARTICLE V of this lease, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated.

ARTICLE XIV
TAXES

Section 1. Landlord shall pay, or cause to be paid, before the same become delinquent, all general and special taxes, including assessments for local improvements and other governmental charges which may be lawfully charged, assessed, or imposed upon the Land, or any part thereof, provided, however, that if authorities having jurisdiction assess real estate taxes, assessments, or other charges on the Land which Landlord deems excessive, Landlord may defer compliance therewith to the extent permitted by the laws of the Commonwealth of

Massachusetts, so long as the validity or amount thereof is contested by Landlord in good faith and so long as Tenant's occupancy of the demised premises is not disturbed or threatened.

Section 2. Tenant shall pay all such taxes which may be lawfully charged, assessed, or imposed upon all fixtures and equipment of every type and also upon all personal property in the demised premises, and Tenant shall pay all license fees which may be lawfully imposed upon the business of Tenant conducted upon the demised premises.

Section 3. With respect to the taxes payable by the Landlord pursuant to Section 1 hereof, Tenant shall participate therein to the extent and in the manner set forth in Exhibit "C" hereto annexed and hereby made a part hereof.

ARTICLE XV
BANKRUPTCY OR INSOLVENCY

Section 1. In the event that the Tenant shall become a Debtor under the Bankruptcy Code, and the Trustee or the Tenant shall elect to assume this lease for the purpose of assigning the same or otherwise, such election and assignment may only be made if all the terms and conditions of Sections 2 and 4 hereof are satisfied. If such Trustee shall fail to elect to assume this lease within sixty (60) days after the filing of the Petition, this lease shall be deemed to have been rejected. The Landlord shall be thereupon immediately entitled to possession of the demised premises without further obligation to the Tenant or the Trustee, and this lease shall be terminated, but the Landlord's right to be compensated for damages both at law and as provided in ARTICLE XVII hereof in such case shall survive.

Section 2.

A. No election by the Trustee or Debtor In Possession to assume this lease, whether under Chapter 7, 11 or 13, shall be effective unless each of the following conditions, which the Landlord and the Tenant acknowledge and agree are commercially reasonable in the context of a bankruptcy case of the Tenant, have been satisfied, and the Landlord has so acknowledged in writing:

(2) The Trustee or the Debtor In Possession has cured, or has provided the Landlord adequate assurance (as hereinafter defined) that:

(a) Within ten (10) days from the date of such assumption, the Trustee will cure all monetary defaults under this lease; and

(b) Within thirty (30) days from the date of such assumption, the Trustee will cure all nonmonetary defaults under this lease.

(3) The Trustee or Debtor In Possession has compensated, or has provided to the Landlord adequate assurance (as hereinafter defined) that within ten (10) days from the date of assumption, the Landlord will be compensated for any pecuniary loss incurred by the Landlord arising from the default of

the Tenant, the Trustee, or the Debtor In Possession as recited in the Landlord's written statement of pecuniary loss sent to the Trustee or Debtor In Possession.

(4) The Trustee or the Debtor In Possession has provided the Landlord with adequate assurance (as hereinafter defined) of the future performance of each of the Tenant's, the Trustee's or Debtor In Possession's obligations under this lease, provided, however that:

(a) The Trustee or Debtor In Possession shall also deposit with the Landlord in addition to any other security deposit required under the provisions of this lease, as security for the timely payment of rent, an amount equal to three (3) months rent (as adjusted pursuant to Section 2A.(3)(c) below) and other monetary charges accruing under this lease;

(b) Whether or not otherwise required by the terms of this lease, the Trustee or Debtor In Possession shall also pay in advance on the date minimum rent is payable hereunder, one twelfth (1/12th) of the Tenant's annual obligations under this lease for common area maintenance, Taxes, and any other charges payable hereunder.

(c) From and after the date of the assumption of this lease, the Trustee or Debtor In Possession shall pay as annual minimum rent an amount equal to the sum of the annual minimum rent otherwise payable hereunder, which amount shall be payable in advance in equal monthly installments on the date minimum rent is payable hereunder; all as if such amount had originally been specified in ARTICLE III of this lease as the minimum rent.

(d) The obligations imposed upon the Trustee or Debtor In Possession under this lease shall continue with respect to the Tenant or any assignee of this lease after the completion of the bankruptcy case, subject to any further and/or increased obligations which thereafter are imposed by any provisions of this lease.

(5) The assumption of this lease will not:

(a) Breach any provision in this lease or any other lease, mortgage, financing agreement or other agreement by which the Landlord is bound relating to the Building; or

(b) Disrupt, in the Landlord's judgment, the tenant mix of the Building which, in the Landlord's judgment, would be most beneficial to all of the tenants of the Building and would enhance the image, reputation, and profitability of the Building.

(6) The assumption has been ratified and approved by order of such court or courts as have final jurisdiction over the Bankruptcy Code.

B. For the purposes of this Section 2, the Landlord and the Tenant acknowledge that, in the context of a bankruptcy proceeding of the Tenant, at a minimum, "adequate assurance" shall mean:

(1) The Trustee or Debtor In Possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure the Landlord that the Trustee or Debtor In Possession will have sufficient funds to fulfill the obligations of the Tenant under this lease, and to keep the demised premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully operational, actively promoted business on the demised premises; and

(2) The Bankruptcy Court or such court as is exercising jurisdiction over the Bankruptcy Code shall have entered an Order segregating sufficient cash payable to the Landlord and/or the Trustee or Debtor In Possession shall have granted a valid and perfected first lien and security interest and/or mortgage in property of the Tenant, the Trustee or Debtor In Possession, acceptable as to value and kind to the Landlord, to secure to the Landlord the obligation of the Trustee or Debtor In Possession to cure any monetary and/or nonmonetary defaults under this lease within the time periods set forth above.

Section 3. In the event that this lease is assumed by a Trustee appointed for the Tenant or by the Tenant as Debtor In Possession and thereafter the Tenant is liquidated or files a subsequent Petition for reorganization or adjustment of debts under Chapter 11 or 13 of the Bankruptcy Code, then, and in either such event, the Landlord may, at its option, terminate this lease and all rights of the Tenant hereunder, by giving the Tenant written notice of its election so to terminate, within thirty (30) days after the Landlord shall have received written notice of the occurrence of either such event, but the Landlord's right to be compensated for damages both at law and as provided in ARTICLE XVII hereof shall survive.

Section 4. If the Trustee or Debtor In Possession has assumed this lease pursuant to the terms and provisions of Sections 1 and 2 hereof, for the purpose of assigning (or elects to assign) the Tenant's interest under this lease, or the estate created thereby, to any other person, such interest or estate may be so assigned only if the Landlord shall acknowledge in writing that the intended assignee has provided adequate assurance of the future performance (as defined in this Section 4) of all of the terms, covenants and conditions of this lease to be performed by the Tenant.

For the purposes of this Section 4, the Landlord and the Tenant acknowledge that, in the context of a bankruptcy proceeding of the Tenant, at a minimum, "adequate assurance of future performance" shall mean that each of the following conditions have been satisfied, and the Landlord has so acknowledged in writing:

(1) The assignee has submitted a current financial statement audited by a certified public accountant which shows a net worth and working capital in amounts (which amounts shall in no event be less than the greater of those of the Tenant and any guarantor of the Tenant's obligations hereunder at the time of the execution of this lease) determined to be sufficient by the Landlord to assure the future performance by such assignee of the Tenant's obligations under this lease;

(2) The assignee, if requested by the Landlord, shall have obtained guarantees in form and substance satisfactory to the Landlord from one or more persons who satisfy the Landlord's standards of creditworthiness;

(3) The assignee has submitted in writing evidence, satisfactory to the Landlord, of substantial retailing experience in and in the sale of merchandise and services permitted under this lease;

(4) The Landlord has obtained all consents and waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which the Landlord is bound to permit the Landlord to consent to such assignment;

(5) The assignee has supplied such additional information required to be supplied by ARTICLE VII hereof and has complied with any other provisions, conditions and requirements set forth in said ARTICLE VII for an assignment of the Tenant's interest in this lease or the estate created thereby; and

(6) The Assignee has deposited with the Landlord a security deposit in such amount as determined by the Landlord to be appropriate based upon the financial information supplied under this Section 4.

Section 5. When, pursuant to the Bankruptcy Code, the Trustee or Debtor In Possession shall be obligated to pay reasonable use and occupancy charges for the use of the demised premises or any portion thereof, such charges shall not be less than the minimum rent specified in Section 1.1(f) hereof and any other charges payable by the Tenant hereunder, including, without limitation, the Tenant's share of common area maintenance expenses and Taxes.

Section 6. Neither the Tenant's interest in this lease, nor any lesser interest of the Tenant herein, nor any estate of the Tenant created hereby, shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of the Tenant unless the Landlord shall consent to such transfer in writing. No acceptance by the Landlord of rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to have waived, nor shall it waive the need to obtain the Landlord's consent or the Landlord's right to terminate this lease for any transfer of the Tenant's interest under this lease without such consent.

Section 7. The rights and remedies of the Landlord contained in the provisions of this ARTICLE XVI are and shall be deemed to be in addition to, and not in limitation of, applicable provisions of ARTICLE XVII and other provisions hereof, or any other rights which the Landlord may have under applicable statutory or case law. Whenever any of the terms or provisions of this lease, including, without limitation, rental obligations, are modified pursuant to the provisions of this ARTICLE XVI, upon the Landlord's request the parties hereto promptly shall execute, acknowledge and deliver a written instrument evidencing and confirming the same. In no event shall this lease, if the term hereof has expired or has been terminated in accordance with the provisions hereof, be revived, and no stay or other proceeding shall nullify, postpone or otherwise affect the expiration or earlier termination of the term of this lease pursuant to the provisions of ARTICLE XVII hereof or prevent the Landlord from regaining possession of the demised premises thereupon.

ARTICLE XVI
LANDLORD'S REMEDIES

Section 1. It is covenanted and agreed that if the Tenant shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in these presents and on its part to be performed or observed within thirty (30) days after notice of default, or such additional time as is reasonably required to correct any such default (except for payment of minimum rent or other charges, in which case said period of notice shall be ten (10) days), or if the estate hereby created shall be taken on execution or by other process of law, any of the following proceedings shall have been commenced and shall not have been dismissed within sixty (60) days after such commencement (i) the estate hereby created being taken on execution or by other process of law; (ii) the Tenant being judicially declared bankrupt or insolvent according to law; (iii) an assignment being made of the property of the Tenant for the benefit of creditors; (iv) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer being appointed to take charge of all or any substantial part of the Tenant's property by a court of competent jurisdiction; or (v) a petition being filed for the reorganization of the Tenant under any provisions of the Bankruptcy Code or any federal or state law now or hereafter enacted or if the Tenant shall file a Petition for reorganization or for rearrangement under, or otherwise availing itself of any provisions of, the Bankruptcy Code or any federal or state law now or hereafter enacted providing a plan or other means for a debtor to settle, satisfy or extend the time for the payment of debts, then, and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon the said premises or any part thereof in the name of the whole and repossess the same as of his former estate, and expel the Tenant and those claiming through or under it and remove its or their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid, this lease shall terminate; and Tenant covenants and agrees, notwithstanding any entry or re entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this lease, become due if this lease had not been terminated or if the Landlord had not entered or re entered, as aforesaid, and whether the demised premises be relet or remain vacant, in whole or in part, or for a period less

than the remainder of the term, and for the whole thereof, but in the event the demised premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the demised premises (including, without limitation, remodeling costs, brokerage fees, and the like), and in collecting the rent in connection therewith. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total rent and other benefits which would have accrued to Landlord under this lease for the remainder of the lease term if the lease terms had been fully complied with by Tenant over and above the then cash rental value (in advance) of the premises for the balance of the term.

For the purposes of this ARTICLE XVI, it shall be deemed that the percentage rent for any period after any such default and entry by Landlord would have been at a monthly rate thereafter equal to the average monthly percentage rent which Tenant was obligated to pay to Landlord under this lease either: (i) from the commencement hereof to the date of such default; or (ii) during the last three (3) years prior to the date of such default whichever is the greater. Further, if this lease shall be guaranteed on behalf of the Tenant, all of the foregoing provisions of this ARTICLE XVI and of ARTICLE XV with respect to bankruptcy of the Tenant, etc. shall be deemed to read "the Tenant or the guarantor hereof".

To the extent permitted by applicable law, Landlord shall be entitled to recover from Tenant Landlord's legal expenses and other charges involved in enforcing the provisions of this lease.

Section 2. The Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation.

Further, if the holder of a mortgage on the Land notifies Tenant that such holder has taken over the Landlord's rights under this lease, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against Landlord from rent thereafter due and accruing, but shall look solely to the Landlord for satisfaction of such claim.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

Section 1. Waiver. Failure on the part of the Landlord to complain of any action or non action on the part of the Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by Landlord of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Landlord shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord to or of any action by Tenant requiring the

Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and the Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 2. Covenant of Quiet Enjoyment. Tenant, subject to the terms and provisions of this lease on payment of the rent and observing, keeping and performing all of the terms and provisions of this lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the demised premises during the term hereof without hindrance or ejection by any persons lawfully claiming under Landlord; but it is understood and agreed that this covenant and any and all other covenants of the Landlord contained in this lease shall be binding upon the Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of the Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in the Land for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord nor any partner of Landlord shall ever be personally liable for any such judgment. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord to respond in monetary damages from Landlord's assets other than Landlord's interest in this Land. It is further understood and agreed that with respect to any services to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from so doing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, or any person claiming by, through or under Tenant, or any termination for any reason of Landlord's occupancy of the premises from which the service is being supplied by Landlord. In no event shall Tenant have the right to terminate or cancel this lease as a result of any default by Landlord or breach by Landlord of its covenants or any warranties or promises hereunder, except in the case of a wrongful eviction of Tenant from the demised premises (constructive or actual) by Landlord. Further, in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages or loss of profits or the like.

Section 3. Status Report. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this lease. Without limiting the generality of the foregoing, Tenant specifically agrees, promptly upon the commencement of the term hereof, to notify Landlord in writing of the date of commencement of the term, and acknowledge satisfaction of the requirements with respect to construction and other

matters by Landlord, save and except for such matters as Tenant may wish to set forth specifically in said statement.

Section 4. Notice to Mortgagee. After receiving written notice from any person, firm, or other entity, that it holds a mortgage which includes as part of the mortgaged premises the demised premises, Tenant shall, so long as such mortgage is outstanding, be required to give to such holder the same notice as is required to be given to Landlord under the terms of this lease, but such notice may be given by Tenant to Landlord and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and the same time within which to effect such curing, as is available to Landlord, and if necessary to cure such a default, such holder shall have access to the demised premises.

Section 5. Assignment of Rents. With reference to any assignment by Landlord of Landlord's interest in this lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of the first mortgage on the demised premises, the Tenant agrees:

(a) that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, shall never be deemed an assumption by such holder of any of the obligations of Landlord hereunder, unless such holder shall, by written notice sent to Tenant, specifically otherwise elect; and

(b) that, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the demised premises.

Tenant agrees that, in the event of foreclosure of any such mortgage or deed of trust to which this lease is subordinate or deed or assignment in lieu of foreclosure thereof), at the election of the holder, Tenant shall attorn to such holder (and its successors and assigns) as the successor holder of Landlord's interest hereunder, in which case, subject to any applicable terms and provisions of any written agreement between Tenant and such holder, this lease shall continue in effect all as if it had been a lease entered into directly between Tenant and such holder (and its successors and assigns). Tenant agrees, upon receipt of written request so to do, to execute such instruments, if any, as may be required in order to give effect to the foregoing.

Section 6. Mechanic's Liens. Tenant agrees immediately to discharge (either by payment or by filing of the necessary bond, or otherwise, any mechanics', materialmen's, or other lien against the demised premises and/or the Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the Tenant in, upon or about the demised premises.

Section 7. No Brokerage. Tenant warrants and represents that it has dealt with no broker in connection with the consummation of this lease and in the event of any brokerage claims

against Landlord, predicated upon prior dealings with the Tenant named herein, Tenant agrees to defend the same and indemnify Landlord against any such claim.

Section 8. Invalidity of Particular Provisions. If any term or provision of this lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Section 9. Provisions Binding, Etc. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively, of the Landlord and the Tenant. Each term and each provision of this lease to be performed by Tenant shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give written consent to a particular assignment as required by the provisions of ARTICLE VII hereof. Time is of the essence of each and every provision of this lease.

Section 10. Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist.

Section 11. Recording. Tenant agrees not to record the within lease, but each party hereto agrees on request of the other, to execute a Notice of Lease or short form lease in recordable form and complying with applicable local laws, and reasonably satisfactory to Landlord's attorneys. In no event shall such document set forth the rental or other charges payable by Tenant under this lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this lease, and is not intended to vary the terms and conditions of this lease.

Section 12. Notices. Whenever by the terms of this lease notice shall or may be given either to the Landlord or to the Tenant, such notice shall be in writing and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier:

If intended for the Landlord, addressed to it at the address set forth on the first page of this lease (or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice);

If intended for the Tenant, addressed to it at the address set forth on the first page of this lease or tendered for delivery (or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice).

All such notices shall be effective when deposited in the United States mail or delivered to a private express carrier within the Continental United States, provided that the same are received in the ordinary course at the address to which the same were sent.

Section 13. When Lease Becomes Binding. Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

Section 14. Paragraph Headings. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this lease.

Section 15. Lease Superior or Subordinate to Mortgage. It is agreed that the rights and interest of Tenant under this lease shall be subject and subordinate to any mortgages or deeds of trust that may hereafter be placed upon the development, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacements and extensions thereof, if the mortgagee or trustee named in said mortgages or deeds of trust shall elect, by written notice delivered to Tenant, to subject and subordinate the rights and interest of the Tenant under this lease to the lien of its mortgage or deed of trust; it is further agreed that any mortgagee or trustee may elect to give the rights and interest of the Tenant under this lease priority over the lien of its mortgage or deed of trust. In the event of either such election, and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this lease shall be deemed to be subordinate to or to have priority over, as the case may be, the lien of said mortgage or deed of trust, whether this lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails so to do within ten (10) days after demand in writing, without limiting Landlord's other rights on account of such failure, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact and in its name, place and stead so to do.

Section 16. Landlord's Fees and Expenses. Unless prohibited by applicable law, the Tenant agrees to pay to the Landlord the amount of all legal fees and expenses incurred by the Landlord arising out of or resulting from any act or omission by the Tenant with respect to this lease or the demised premises, including without limitation, any breach by the Tenant of its obligations hereunder.

Further, if the Tenant shall request the Landlord's consent or joinder in any instrument pertaining to this lease, the Tenant agrees promptly to reimburse the Landlord for the legal fees incurred by the Landlord in processing such request, whether or not the Landlord complies therewith; and if the Tenant shall fail promptly so to reimburse the Landlord, same shall be deemed to be a default in the Tenant's monetary obligations under this lease.

Section 17. Interest. All payments becoming due from Tenant under this lease and not paid when due shall bear interest from the applicable due date until received by Landlord at the

lesser of: (i) four percent (4%) per annum above the base rate announced from time to time by Bank of America, NA or its successor; or (ii) the highest lawful rate of interest permitted at the time in the Commonwealth of Massachusetts. All checks from Tenant to Landlord shall be drawn on a bank or banks located in the Continental United States.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which shall be deemed an original for all purposes, as of the day and year first above written.

215 West Central Street, LLC

By: _____

Sol de Mexico

By: _____

EXHIBIT "A"
SITE PLAN

EXHIBIT "B"
TENANT'S COMMON AREA MAINTENANCE CHARGE

The costs and expenses in which Tenant is to participate (as referred to in Section 3 of ARTICLE V of the lease to which this Exhibit is annexed) are as follows: all reasonable costs and expenses of every kind and nature paid or incurred by Landlord (including reasonable and appropriate reserves) for the common areas of the Building and Land in operating, managing, equipping, policing (if and to the extent provided by Landlord) lighting, repairing replacing, and maintaining all parking facilities, and all other common areas of the Building and Land (including, but without limitation, all landscaping and gardening). Such reasonable costs and expenses shall likewise include (but shall not be limited to) water and sewer charges; maintenance of utilities, conduits, fixtures and equipment located in the common areas; premiums for liability, property damage, fire, workman's compensation, and all other insurance on the Building and Land; unemployment taxes, social security taxes, and personal property taxes and assessments; roof repairs on the Building; fees for required licenses and permits; supplies, reasonable depreciation of equipment used in the operation of the common areas; and administrative costs equal to fifteen percent (15%) of the total costs of operating and maintaining the common areas (except appropriate reserves); but there shall be excluded costs of equipment properly chargeable to capital account and depreciation of the original cost of constructing said common facilities. As used in this Lease, the term "No-controllable Items" means utilities, snow removal and insurance and the term "Controllable Items" means all costs and expenses of common area maintenance other than Non-controllable Items.

Tenant covenants and agrees to pay to Landlord an amount equal to 7.00% of all such costs and expenses, which said share shall be paid in monthly installments in an amount reasonably estimated by Landlord, such monthly installments being due on the first day of each and every calendar month in advance.

Within ninety (90) days after the end of each calendar year during the term of this lease, Landlord shall furnish to Tenant a statement in reasonable detail setting forth the computation of such total costs and expenses; thereupon, there shall be a prompt adjustment between Landlord and Tenant, with payment to, or repayment by, Landlord as the case may require, not more than twenty (20) days following the furnishing of such statement, to the end that Landlord shall receive the entire amount of Tenant's share of said costs and expenses, and no more. A due and proper adjustment shall likewise be made to reflect the fact that the first and last years during the term of this lease will be other than a strict calendar year.

EXHIBIT "C"
TAXES

Tenant's obligation with respect to real estate taxes as referred to in Section 3 of ARTICLE XV of this lease shall be as follows:

With respect to all taxes payable by Landlord pursuant to the provisions of Section 1 of ARTICLE XV, Tenant agrees to reimburse Landlord in an amount equal to seven (7.00%) percent thereof, subject to the following provisions:

A. Tenant's said share of such taxes shall be equitably adjusted for and with respect to the first and last partial tax years (if any) of the term of this lease. Where the applicable tax bills and computations are not available prior to the end of the term hereof, then a tentative computation shall be made on the basis of the previous year's taxes payable by Tenant, with a final adjustment to be made between Landlord and Tenant promptly after all bills and computations are available for such period.

C. Tenant's said share of said taxes shall be due and payable within twenty (20) days after receipt by Tenant of Landlord's invoice plus a copy of the tax bills involved. However, Tenant shall make monthly tax deposits with Landlord (along with payments of minimum rent) in an amount equal to one twelfth (l/12th) of Tenant's annual share of such taxes, with a final adjustment to be made between the parties as soon as said pro rata share has been determined.

D. In every case, said taxes shall be adjusted to take into account any abatement or refund thereof allocable to Landlord, less all of Landlord's costs of securing such abatement or refund.

E. The foregoing provisions are predicated upon the present system of taxation in the Commonwealth of Massachusetts. If taxes upon rentals shall be substituted, in whole or in part, for the present ad valorem real estate taxes, then Tenant's said share of taxes shall be based upon such taxes on rentals to the extent to which the same shall be a substitute for present ad valorem taxes. Further, if there is any other change in the system of taxation (other than as set out immediately above) which is in substitution of the present system, Tenant shall be responsible for its fair and equitable share thereof, taking into account the prorations provided for in this Exhibit.

SCHEDULE 1

LIST OF EQUIPMENT, FIXTURES AND APPLIANCES INCLUDED

GUARANTEE

FOR VALUE RECEIVED, and in consideration for, and as an inducement to 215 West Central Street, LLC (the "Landlord") to make the foregoing lease (the "Lease") with Sol de Mexico (the "Tenant"), the undersigned, _____ ("Guarantor"), unconditionally guarantees the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by the Tenant, the Tenant's successors and assigns, and expressly agrees that the validity of this agreement and the obligations of each Guarantor shall in no wise be terminated, affected or impaired by reason of the granting by the Landlord of any indulgences to the Tenant or by reason of the assertion by the Landlord against the Tenant of any of the rights or remedies reserved to the Landlord pursuant to the provisions of the Lease or by the relief of the Tenant from any of the Tenant's obligations under the Lease by operation of law or otherwise (including, but without limitation, the rejection of the Lease in connection with proceedings under the bankruptcy laws now or hereafter enacted); Guarantor hereby waiving all suretyship defenses and defenses in the nature thereof.

Guarantor further covenants and agrees that this Guarantee shall remain and continue in full force and effect as to any renewal, modification or extension of the Lease, whether or not the Guarantor shall have received any notice of or consented to such renewal, modification or extension. Guarantor further agrees that its liability under this Guarantee shall be primary (and that the heading of this instrument and the use of the word "guarantee(s)" shall not be interpreted to limit the aforesaid primary obligations of the Guarantor), and that in any right of action which shall accrue to the Landlord under the Lease, the Landlord may, at its option, proceed against the Guarantor, any other guarantor, and the Tenant, jointly or severally, and may proceed against the Guarantor without having commenced any action against or having obtained any judgment against the Tenant or any other guarantor. Guarantor irrevocably waives any and all rights the Guarantor may have at any time (whether arising directly or indirectly, by operation of law or by contract or otherwise) to assert any claim against the Tenant on account of payments made under this Guarantee, including, without limitation, any and all rights of or claim for subrogation, contribution, reimbursement, exoneration and indemnity, and further waives any benefit of and any right to participate in any security deposit or other collateral which may be held by the Landlord; and the Guarantor will not claim any set-off or counterclaim against the Tenant in respect of any liability the Guarantor may have to the Tenant.

It is agreed that the failure of the Landlord to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by the Landlord of rent with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach.

No subletting, assignment or other transfer of the Lease, or any interest therein, shall operate to extinguish or diminish the liability of Guarantor under this Guarantee; and wherever reference is made to the liability of the Tenant named in the Lease, such reference shall be deemed likewise to refer to Guarantor.

It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the heirs, executors, administrators and assigns of the Landlord, and shall be binding upon the successors and assigns of Guarantor.

IN WITNESS WHEREOF, Guarantor executes this Guarantee as a sealed instrument this day of _____, 20____.

_____