**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: 2020Date Submitted: 01/02/2020Fee: \$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):

M and L express, INCName of Establishment (d/b/a) Ruby Thai KitchenAddress of Establishment 1245 Worcester St #2018, Natick, MA 01760Mailing address (if different from establishment) Same as aboveContact Person (to whom ALL licensing information will be sent, including renewal notice and license)Xing LiangEmail Address 19817747@qq.com

Phone

~~646~~ 508-545-1989Manager of Establishment Xing LiangEmail Address 19817747@qq.com

Phone

508-545-1989

If Business is a Corporation, Corporate Name and Officers

M and L express, INCXing Liang

If Business is an LLC, List of Members _____

Establishment's Days and Hours of Operation Monday - Saturday: 10:AM-9:PM; Sunday: 11:AM-6:PM
Number of Staff 7 Number of Seats N/A
Has a Certificate of Occupancy been issued? Yes If not, expected date of issuance _____
Have Board of Health Permits been issued? Yes If not, expected date of issuance _____

Additional Information Requested by the Town of Natick Police Department for Background Check:

Applicant's Social Security Number or Employee I.D. Number EIN: 84-250 8252

Date of Birth _____

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 Xing Liang
Signature of Applicant or Corporate Officer [Signature]
Date 01/02/2020

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)

MATERIAL ABBREVIATIONS:

FLOOR	QUANT. TILE: DALLITE QUARRY FLOOR TILE, COLOR: GRAY SUNSHINE QTZ4 OR GRAY PAVER QO25, SIZE: 6", CONTACT: 1-800-935-TILE	▲
BASE	COVER THE BASE = 6" HIGH, "DAL-TILE" TO MATCH QT-1	
WALLS	DALLITE, HOMOGENEOUS DIMENSION, CRYSTALLINE MOH. #6512(W) CLASS FLOOR, 4"X12"	
T-1	GLASS HOGRAK WITH EUSALONALAC COATING, 1/2X12 SHIRT BULLHORN ORANGE BARSNO 124 GLC0202E HOGRAK	▲
T-2	CEMENTITIOUS POLYURETHANE, BLENDE ARKASA, COLOR/DYESTYLE: HUNANE RED, SIZE: APPROX. 12X24" (SEE DRAWING FOR DIMENSIONS), FINISH: MATTE, PATTERN: CONTACT: DR. DIZIE - DESIGNER TON, PHONE: 800-297-4643.	
T-3	WALL COVER THE UNDESIGNED ACRYLIC COATING #P04 CORNERED W/ 2"X12H PERFORMANCE MONITOR.	
T-4	CERAMIC BASE TILE: PINK GRASS, DESIGN: STODOLNICKI, W/ 2"X12H PERFORMANCE MONITOR, & BLENDE GRAY 4"X12 (SEE DRAWING FOR DIMENSIONS), FINISH: MATTE, PATTERN: CONTACT: DR. DIZIE - DESIGNER TON, PHONE: 800-297-4643.	
T-4	FLOOR BASE CRUIT THE UNDESIGNED ACRYLIC COATING #P04 LIGHT PATTERN.	
C-1	"KAPITE" FIBERGLASS REINFORCED PLASTIC PANELS: COLOR: WHITE, W/ NAILIN THIN PEGGEL, CLASS "A", TO BE INSTALLED AT VOTUM WALL.	
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NOTE:
 1. ALL FINISHES TO BE NON CLASS "A".
 2. ALL MATERIALS USED FOR INTERIOR FINISHES AND TRIM SHALL BE CLASSIFIED IN ACCORDANCE WITH ASTM 684.

FINISH INSTALLATION NOTES:

1. BEFORE INSTALLATION: INSPECT MATERIALS, MATERIALS, FINISHED PAINT, INTERIOR FINISHES & DETAILS TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION PRIOR TO SUBMITTING MATERIALS OR BEGINNING INSTALLATION.
2. SUBCONTRACTORS MUST EXAMINE EACH INSTALLATION AREA FOR CONDITIONS INTERFERED WITH FINISH, DEFECTS OR ACCEPTABLE CONDITION OF THE WORK & SHALL NOTIFY THE GENERAL CONTRACTOR OF UNACCEPTABLE CONDITIONS REQUIRING ACTION BEFORE FINISH MATERIALS INSTALLATION.
3. DO NOT BEGIN FINISH MATERIALS INSTALLATION UNTIL UNACCEPTABLE CONDITIONS HAVE BEEN CORRECTED BY PERSONS ACCESSIBLE TO THE GENERAL CONTRACTOR PRIOR TO THE PORTION OF THE WORK.
4. PERFORMANCE OF THIS WORK BY THE INSTALLER INDICATES ACCEPTANCE OF ALL SUBSTRATE CONDITIONS & ASSUMPTION OF RESPONSIBILITY FOR COMPLIANCE WITH MATERIAL INSTALLATION QUALITY STANDARDS.

EQUIPMENT NOTES:

1. ALL EQUIPMENT AND MATERIAL SHALL BE PURCHASED BY THE OWNER AND INSTALLED BY THE GENERAL CONTRACTOR.
2. FOOD SERVICE AND BEVERAGE DISPOSITION EQUIPMENT SHALL COMPLY W/ NSF REQUIREMENTS AND REQUIREMENTS OF LOCAL HEALTH OFFICIALS HAVING JURISDICTION.
3. INSTALLATION AND COMPLETION OF ALL FOOD SERVICE EQUIPMENT TO BE PERFORMED BY THE GENERAL CONTRACTOR UNLESS OTHERWISE SPECIFIED.
4. SERVING LINEETS SHALL BE ASSEMBLED AND SET IN PLACE BY THE GENERAL CONTRACTOR.
5. FOOD SERVICE EQUIPMENT REQUIRING AN ELECTRICAL CONNECTION IS TO BE PURCHASED W/ CORD AND PLUG UNLESS OTHERWISE SPECIFIED.
6. VERIFY THE ELECTRICAL AND MECHANICAL REQUIREMENTS OF FOOD SERVICE EQUIPMENT PRIOR TO INSTALLATION.
7. SINKS SHALL BE PROVIDED W/ DRAIN TUBES AND FITTINGS. THE GENERAL CONTRACTOR SHALL PROVIDE SINK-OUT VALVE, SINK-OUT AND PLUMBING TUBES TO CONNECT SINKS.
8. PROVIDE A DRAIN-OUT VALVE AT HOT AND/OR COLD WATER SERVICE TO EACH FACE OF EQUIPMENT REQUIRING WATER CONNECTIONS.

[illegible]



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: 001394075

ARTICLE I

The exact name of the corporation is:

M AND L EXPRESS 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
		Num of Shares	Total Par Value	
CNP	\$0.00000	200	\$0.00	200

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: XING LIANG
No. and Street: 1245 WORCESTER STREET
SUITE 2018
City or Town: NATICK State: MA Zip: 01760 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	XING LIANG	1245 WORCESTER STREET, SUITE 2018 NATICK, MA 01760 USA
TREASURER	XING LIANG	1245 WORCESTER STREET, SUITE 2018 NATICK, MA 01760 USA
SECRETARY	XING LIANG	1245 WORCESTER STREET, SUITE 2018 NATICK, MA 01760 USA
CEO	XING LIANG	1245 WORCESTER STREET, SUITE 2018 NATICK, MA 01760 USA
DIRECTOR	XING LIANG	1245 WORCESTER STREET, SUITE 2018 NATICK, MA 01760 USA

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

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

RESTAURANT

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

No. and Street: 1245 WORCESTER STREET
SUITE 2018
City or Town: NATICK State: MA Zip: 01760 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: 1245 WORCESTER STREET
SUITE 2018
City or Town: NATICK State: MA Zip: 01760 Country: USA
which is
☒ its principal office ☐ an office of its transfer agent
☐ an office of its secretary/assistant secretary ☐ its registered office

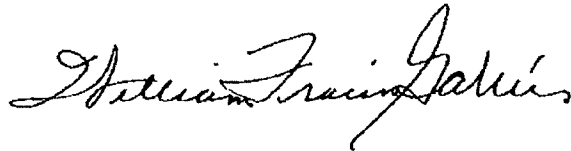
Signed this 23 Day of July, 2019 at 9:15:15 AM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

XING LIANG

THE COMMONWEALTH OF MASSACHUSETTS

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

July 23, 2019 09:14 AM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

RESTAURANT MANAGEMENT AGREEMENT

Dated for reference this 25th day of June, 2019

BETWEEN:

Innovated Restaurant Group, Inc.
a Florida corporation,
hereinafter referred to as "I.R.G."

and

Xing Liang
as Operating Manager,
operating under Restaurant Management Agreement
hereinafter referred to as "LICENSEE"

WHEREAS, I.R.G. has entered into a certain lease agreement with the Landlord for a food court space #2018 at Natick Mall in Natick, MA (the Premises), doing business under the trade name of Ruby Thai Kitchen (the Business).

AND WHEREAS, I.R.G. has spent considerable time and money in originating, establishing and further developing a business system utilizing trade secrets, distinctive decor and certain confidential business practices and procedures (hereinafter collectively referred to as "know-how").

AND WHEREAS, LICENSEE desires to use such trademarks and know-how subject to the terms and conditions hereinafter set forth to operate the Business at the Premises, and guarantees return to I.R.G. the license fee payments in accordance with Paragraph 2.01.

AND WHEREAS it is not the intention of either party to create any relationship between themselves other than as parties to a contract for the provision of management services under the restaurant management agreement.

NOW THEREFORE in consideration of the mutual covenants herein and for other good and valuable consideration, the parties hereto agree as follows:

1.0 Terms of Operation

- 1.01 LICENSEE agrees to provide management services and to assume all responsibilities in the operation of the Business, including and without limitation, staffing, provision of supplies, cooking and presentation of products, receipt and reporting of all incomes and payment expenses as required under this agreement.
- 1.02 This agreement shall continue for a term of five (5) years commencing on November 1, 2019 and expiring on October 31, 2024, unless terminated sooner in accordance with the

terms of this Agreement. This agreement may be terminated by I.R.G. providing a thirty (30) days written notice to LICENSEE in the event that LICENSEE is in default under this Agreement.

- 1.03 LICENSEE shall promptly pay and be responsible for all build out costs of the restaurant, operating expenses, liabilities and other charges such as rent and additional rent to Landlord, license fee to I.R.G., cost of supplies and labor, utilities and trash removal, business licenses and permits, business insurance, workers' compensation, as well as expenses for the maintenance of the Premises.

2.0 Guaranteed License Fee Payments

- 2.01 LICENSEE shall guarantee the License Fee Payments to I.R.G. in the amount of \$1,200.00 per month during the term of this agreement. The License Fee Payment is payable monthly and to be received by I.R.G. on or prior to the 10th day of each month.
- 2.02 LICENSEE shall provide a monthly report of gross sales (excluding sales tax) by the 10th day of each month to Landlord at the mall management office and to I.R.G. at One Harbour Place Suite #290, 777 S. Harbour Island Boulevard, Tampa, Florida 33602.
- 2.03 LICENSEE shall be entitled to and be responsible for all the operating profit and loss of the Business during the term of this Agreement.

3.0 Real Estate Development Fee

LICENSEE shall pay I.R.G. a one-time Real Estate Development fee in the amount of Twenty Thousand dollars (\$20,000.00) for the negotiation and signing of the lease agreement. LICENSEE shall be responsible for all renovation costs of the restaurant, including but not limited to: payment of leasehold improvements; equipment and smallwares; signage and digital menu display screens; as well as architectural design and drawing fees.

4.0 Ongoing Operations

- 4.01 During the term of this agreement LICENSEE agrees to clean and maintain the Premises in good operating standard. LICENSEE further agrees to repair or replace any equipment or leasehold improvements that are broken, lost or damaged during the term of this agreement.
- 4.02 LICENSEE agrees to maintain a regular cleaning and servicing schedule of all the equipment and leasehold improvements. Cleaning of all the exhaust system and drains should be done at least once every three months and servicing of the fire suppression and extinguisher systems should be at least twice a year.

4.03 LICENSEE agrees to manage the restaurant in compliance with the local health, fire and building regulations at all times. LICENSEE further agrees to comply with all rules set by the Landlord which are applicable to the food court operations.

4.04 LICENSEE agrees to maintain a high level of food quality, customer services and cleanliness.

5.0 Default

5.01 The following shall be deemed a Default under this lease agreement:

- a) non-payment or late payment by the LICENSEE of any of the payments required under this management agreement;
- b) breach of any of the terms of this agreement;
- c) breach of any terms of the head lease;
- d) if LICENSEE becomes insolvent or goes bankrupt; or,
- e) if the assets of LICENSEE become subject to any judicially or quasi judicial debt enforcement proceeding or if LICENSEE is operated by a receiver.

5.02 Upon LICENSEE's receipt of written notice of default from I.R.G., LICENSEE shall have ten days to cure such default. In the event that LICENSEE fails to cure the default within 10 days of said written notice then I.R.G. shall have the option to terminate this Agreement. Upon receipt of I.R.G.'s notice of termination LICENSEE shall withdraw its operations in an orderly manner without causing any damages to the Premises.

5.03 Upon default by the LICENSEE, I.R.G. is entitled to claim payment from LICENSEE to cover any damages suffered by I.R.G. due to the default by LICENSEE, together with reasonable administrative charges.

5.04 If either party is in breach of this agreement, resulting in litigation, then the prevailing party shall be entitled to reasonable attorney's fees.

6.0 General

6.01 This agreement shall not be assignable or transferable by LICENSEE without the written consent of I.R.G.. I.R.G. shall be entitled to a transfer fee of \$5,000.00 for the written approval of an assignment or transfer.

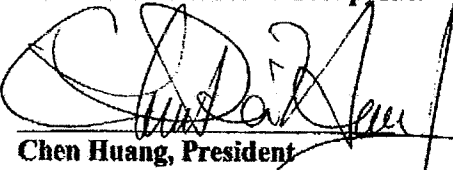
6.02 Licensee shall obtain insurance having a minimum aggregate coverage equal to or exceeding the amount required by the head lease, or such greater amount as I.R.G. may require, for casualty losses relating to personal injury and property, business interruption insurance and any other type of insurance coverage mandated by I.R.G. or the head lease. Licensee shall be obligated to insure its equipment at replacement cost without any deduction for depreciation. Licensee must also carry such Workman's Compensation Insurance as is required by the applicable state laws where Licensee's business is located.

Licensee shall name Landlord; Landlord's management companies and I.R.G. as additional insured where appropriate.

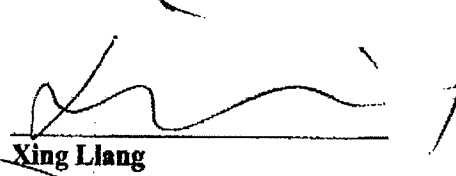
IN WITNESS WHEREOF the parties hereto affix their signatures and execute this Restaurant Management Agreement as of the day and year first written above.

I.R.G.
Innovated Restaurant Group, Inc.

LICENSEE



Chen Huang, President



Xing Llang

List of equipment and estimated cost.

No.	Description.	Nature of use	cost.
1.	equipment.	Cook	3928.00
2.	Tools	Cook	3185.00.