



SELECT BOARD
Town Offices
50 Billerica Road
Chelmsford, MA 01824-2777
(978) 250-5202

January 20, 2026

Apitchaya Boonawong
House of Charoen LLC
313 Littleton Rd, Unit 2
Chelmsford, MA 01824

SENT VIA EMAIL

Dear Apitchaya Boonawong,

Notice is hereby given that the Select Board will conduct a public hearing on the application for an All Alcoholic Beverages Restaurant License for House of Charoen LLC DBA Udomsuk Thai Kitchen and Bar exercised on the premises at 313 Littleton Rd, Unit 2. This hearing will take place at **6:00 PM on Monday, February 9, 2026, at the Town Offices, 50 Billerica Road, Room 204**. It is required that the applicant or a representative attend this hearing. You may participate in person or virtually via Zoom. If you would like to participate via zoom, please request the Zoom Link via email (TMOoffice@chelmsfordma.gov) no later than 12:00pm (noon) on February 9th.

Advertisement of this public hearing will appear in the Lowell Sun on January 29th. Enclosed please find a list of abutters prepared by the Board of Assessors. **It is required that the applicant notify the owners of all property that abuts 313 Littleton Rd within three days of the publication of the advertisement, by Certified Mail, Return Receipt Requested.** You may use a copy of the legal ad enclosed and photocopy it for notice to the abutters. The white mailing receipts and green return receipt cards must be presented to the Board prior to or at the time of the hearing.

If you have any questions, please contact me at (978) 244 3302 or JGeraghty@chelmsfordma.gov.

Sincerely,

James Geraghty
Operations Assistant

NEW ON-PREMISES ALCOHOL LICENSE

Licensee: House of Charoen LLC

ABCC Requirements

- Monetary Transmittal Form
- \$200 fee via ePay
- New Retail Application
- Manager Application
- Vote of the Entity
- Business Structure Documents
 - o If Sole Proprietor, Business Certificate
 - o If Partnership, Partnership Agreement
 - o If Corporation or LLC, Articles of Organization from Secretary of the Commonwealth
- CORI Authorization(s) *for each individual with financial or beneficial interest AND one for the proposed manager*
- Proof of Citizenship for proposed manager
- Supporting Financial Records *for all financing and or loans, including pledge documents*
- Legal Right to Occupy *lease or deed*
- Floor Plan
- Abutter Notification
- Advertisement
- Management Agreement (if applicable)

Additional Town Requirements

- Current Business Certificate (if required by M.G.L. c.110 §5)
- Application for License – General
- ^{N/A} Application for Common Victualler License
- Departmental Review Sheet

~~Not~~ Entertainment License Application (if applicable)

Advertisement Fee

\$150 Filing Fee

Complete J. Geraghty

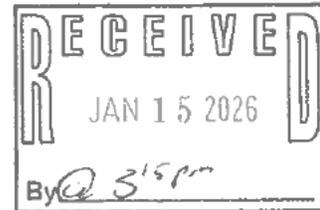
Incomplete _____

Required Prior to Issuance

- Workers Compensation Insurance Affidavit
- Workers Compensation Insurance Certificate
- Liquor Liability Insurance Certificate
- Tax Compliance Affidavit
- TIPS Certificate for license manager
- Crowd Manager Certification (if applicable)
- Annual License Fee (prorated by quarter year)



SELECT BOARD
Town Offices
50 Billerica Road
Chelmsford, MA 01824-2777
(978) 250-5202 FAX: (978) 250-5252



APPLICATION FOR LICENSE

INFORMATION TO BE FURNISHED BY APPLICANT – GENERAL

1. Type of License Applied for Section 12 On-Premise (Restaurant)
2. Official Name on License House of Charoen LLC
3. D/B/A/ (if applicable) Udomsuk Thai Kitchen and Bar
4. Address of Establishment 313 Littleton Road, Unit 2, Chelmsford, MA 01824
5. On Premises Phone Number (978) 250-9509
6. Manager's Name, Address and Home Phone # Apitchaya Boonyawong
44 Boston Road, Unit 101, Chelmsford, MA 01824; (781) 492-3532
7. Hours of Operation Requested:
Weekdays Monday, Thursday, Friday: 11:30AM - 9:30PM; Tuesday - Closed; Wednesday: 11:30AM - 9:30PM;
Saturday: 12PM - 9:30PM
Sundays 12pm - 8pm
8. Seating Capacity 84



SELECT BOARD
Town Offices
50 Billerica Road
Chelmsford, MA 01824-2777

Phone: (978) 250-5202

DEPARTMENTAL REVIEW SHEET
FOR SELECT BOARD LICENSE APPLICATIONS

Please complete this form and attach the floor or parking plan, if required. Submit this form with your complete application packet to the Select Board office, and departmental comments will be obtained internally. Departments may request additional information as needed.

For planning purposes, you may contact any departments prior to completing your application. For any renovations, alterations, or new buildings, a preliminary review with the Building Commissioner is strongly recommended.

Application Type:

- New License
- Transfer of Existing License
 Current Licensee _____
- Amendment to Existing License
 Amendment Type(s) _____

License Type Section 12 On-Premises All Alcohol

Name of Business House of Charoen LLC dba Udomsuk Thai Kitchen and Bar

Premises Address 313 Littleton Road, Unit 2, Chelmsford, MA 01824

Application Contact: Name: Apitchaya Boonyawong Phone #: 781-492-3532

E-mail Address: udomsukkitchen@gmail.com

Existing Use of Premises Thai Restaurant Capacity** 99

Proposed Use of Premises Thai Restaurant Capacity** 99

** Seating capacity for restaurants and number of cars for sale for auto dealers

Do you plan to make any renovations or physical alterations to the premises?

- No Yes - Proposed Changes _____

A preliminary review with the Building Commissioner is strongly recommended

- Plans Attached **-Floor plans** are required for new/transfer Common Victualler & Alcohol licenses and for amendments involving alterations to the premises.
- Parking plans** are required for Auto Dealer licenses

Select Board Licensing

Department Review Sheet

To be completed by Town Personnel Only

Please note if your department has any concerns with this Select Board License application, citing specific codes if applicable. You may also note any requirements your department will have from this applicant.

Building Department/ADA

Review and Date: 1/16/26

Comments: If there is no modification to the existing floor layout, no concerns. I do recommend all ADA parking spaces to be clearly marked, and ADA signs posted in front of the ADA parking designated spots. The building shall depict the address number visibly from the street.

Community Development

Review and Date: 1/22/26

Comments: No concerns

Board of Health

Review and Date: 1/16/26

Comments: No concerns

Tax Collectors Office

Review and Date: John Sousa, Jr., Treasurer-Collector 1/16/2026

Comments: No Concerns

Fire Department

Review and Date: Chief Ryan 1/16/2026

Comments: Occupancy shall be adhered to.

Police Department

Review and Date: Police Chief Colin Spence 1/22/26

Comments: No Concerns

DPW

Review and Date: Anthony Reppucci, Town Engineer 1.23.26

Comments: Application shows no increase in number of seats, consistent with DPW records, no concerns.

Egress Components

A. (p = persons)
 B. Capacity of Doors is the calculated egress capacities of the egress components that allow occupants to exit the space.

DOORS

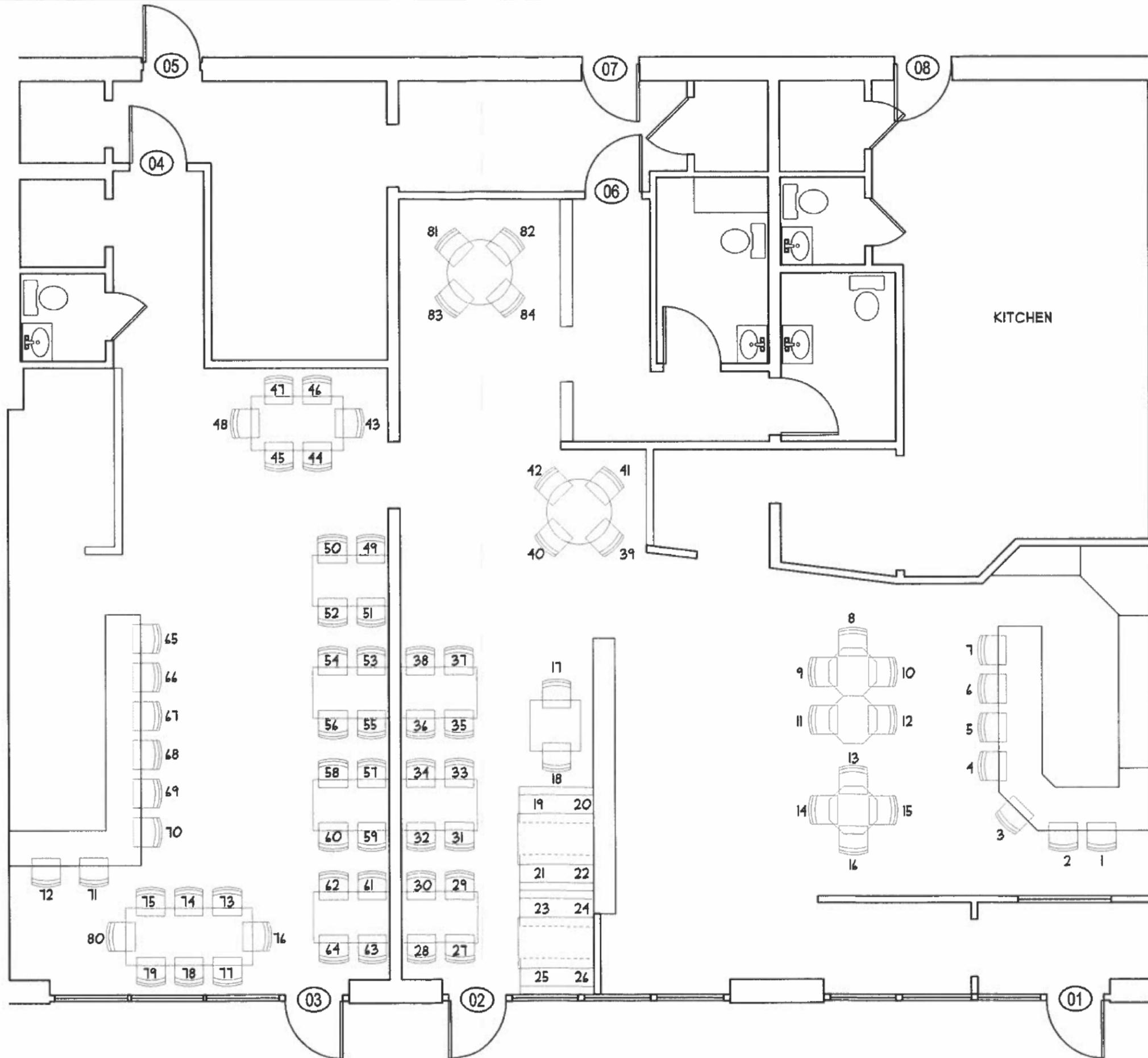
Total Egress Capacity of Doors (720 persons):
 #01: 36" wide / 0.2" per person = 180 persons
 #02: 36" wide / 0.2" per person = 180 persons
 #03: 36" wide / 0.2" per person = 180 persons
 #04: 36" wide / 0.2" per person = 180 persons
 #05: 36" wide / 0.2" per person = 180 persons
 #06: Not a means of egress door.
 #07: Not a means of egress door.
 #08: Not a means of egress door.

OCCUPANCY COUNTS

Dining Floor Area (A2 Use):

- Customer Seats = 84
- Customer Standing = 10
- Staff = 5
- TOTAL OCCUPANCY = 99 persons

Current Occupancy Certificate = 99p



Signature
 ARCHITECTS INCORPORATED
 313 LITTLETON ROAD, SUITE 18
 CHELMSFORD, MA 01824
 Tel: (978) 562-1661
 Fax: (978) 562-1662

THAI RESTAURANT
 313 LITTLETON ROAD
 CHELMSFORD, MA 01824

OCCUPANCY PLAN

DATE
 October 16, 2025
 SCALE
 3/16" = 1'-0"
 JOB No
 22505

A1

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: cf095c21-2107-49c2-8d9a-b92b0182343c

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Udomsuk Thai Kitchen and Bar	\$200.00
		\$200.00

Total Convenience Fee: \$4.18

Date Paid: 1/4/2026 1:43:48 PM EDT

Total Amount Paid: \$204.18

Payment On Behalf Of

License Number or Business Name:
Udomsuk Thai Kitchen and Bar

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
House of Charoen LLC Apitchaya

Last Name:
Boonyawong

Address:
313 Littleton Rd

City:
Chelmsford

State:
MA

Zip Code:
01824

Email Address:
Udomsukkitchen@gmail.com



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

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

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

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

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

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



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

APPLICATION FOR A NEW LICENSE

Municipality

Chelmsford

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises	§12 Restaurant	All Alcoholic Beverages	Annual

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

Applicant is applying for an all alcoholic beverages license for its Thai restaurant which has a mission to offer a warm, joyful dining experience filled with genuine Thai flavors that remind diners of home—whether that home is in Thailand or in Chelmsford.

Is this license application pursuant to special legislation?

Yes No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name: FEIN:

DBA: Manager of Record:

Street Address:

Phone: Email:

Alternative Phone: Website:

3. DESCRIPTION OF PREMISES

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

The premises consist of four rooms, not including bathrooms and kitchen, which are all located on one floor with an approximate total square footage of 2,700. There are no outdoor areas to be included in the licensed area.

Total Square Footage:	<input type="text" value="~2,700"/>	Number of Entrances:	<input type="text" value="5"/>	Seating Capacity:	<input type="text" value="84"/>
Number of Floors:	<input type="text" value="1"/>	Number of Exits:	<input type="text" value="5"/>	Occupancy Number:	<input type="text" value="99"/>

4. APPLICATION CONTACT

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

Name: Phone:

Title: Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input style="width:90%;" type="text" value="LLC"/>	Date of Incorporation	<input style="width:90%;" type="text" value="July 9, 2025"/>
State of Incorporation	<input style="width:90%;" type="text" value="Massachusetts"/>	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
<input style="width:95%;" type="text" value="Apitchaya Boonyawong"/>	<input style="width:95%;" type="text" value="44 Boston Road, Unit 101, Chelmsford, MA 01824"/>	<input style="width:95%;" type="text" value="REDACTED"/>	<input style="width:95%;" type="text" value="REDACTED"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:95%;" type="text" value="Manager"/>	<input style="width:95%;" type="text" value="100%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

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

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

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

Additional pages attached? Yes No

CRIMINAL HISTORY

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

Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	\$100,000
C. Other * (Please specify below)	<input type="text"/>
D. Total Cost	\$100,000

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Apitchaya Boonyawong	\$50,000
Manunya Polboonsri	\$50,000
Total:	\$100,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Citi Bank	\$27,000	Loan	<input type="radio"/> Yes <input checked="" type="radio"/> No
Amex	\$20,000	Loan	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

Initial funding for costs were provided by loans from Citi Bank and Amex to Manunya Polboonsri (Ms. Boonyawong's husband). Also, see TD Bank statements for account ending 5046 and the enclosed Sale Receipt. Santander Bank statements of Applicant's account ending 2435 are also enclosed.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION**A. MANAGER INFORMATION**

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name **Apitchaya Boonyawong** Date of Birth [REDACTED] SSN [REDACTED]Residential Address **44 Boston Road, Unit 101, Chelmsford, MA 01824**Email **udomsukkitchen@gmail.com** Phone **781-492-3532**Please indicate how many hours per week you intend to be on the licensed premises **40****B. CITIZENSHIP/BACKGROUND INFORMATION**Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? Yes No

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

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

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
8/2025	Present	Owner/Manager	House of Charoen LLC dba Udornak Thai Kitchen and Bar	N/A
04/2022	06/2025	Server	2000 Chef Food Corp	Soksorida Vann
10/2021	12/2022	10/2021	Dee Dee Heng Heng Inc.	Apichat Chuenprapa

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

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

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

Manager's Signature  Date **01/06/2026**

11. MANAGEMENT AGREEMENT

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

 Yes No

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

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

11A. MANAGEMENT ENTITY

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

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

CRIMINAL HISTORY

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

 Yes No

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

LICENSE

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

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

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

11F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

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

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL INFORMATION

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

The Lessee under the Lease for the Premises is Apitchaya Boonyawong in her sole capacity as well as being the guarantor under the Lease.

Applicant purchased the business assets of the restaurant known as "Thai Jasmine - Chelmsford, MA" on August 31, 2025, from Kaichi Yang Girouard ("Prior Owner"). Prior to the Applicant's acquisition of the business assets, the business assets of "Thai Jasmine - Chelmsford, MA" were purchased by the Prior Owner from Nick Kanti ("Mr. Kanti"), who was the owner of License Number 0061-RS-0200 (the "Prior License"). Mr. Kanti and the Prior Owner were unable to complete a transfer of the Prior License due to the inability to obtain the Certificates required as part of the Transfer Application. Applicant now seeks to obtain a new license at the premises.

APPLICANT'S STATEMENT

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

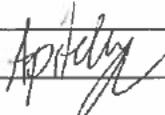
of **House of Charoen LLC**
Name of the Entity/Corporation

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

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

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

Signature:



Date:

01/06/2026

Title:

Manager

ENTITY VOTE

The Board of Directors or LLC Managers of
Entity Name
duly voted to apply to the Licensing Authority of
City/Town and the
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint
Name of Liquor License Manager

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

A true copy attest,



Corporate Officer/LLC Manager Signature

Apitchaya Boonyawong

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division

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

Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

Identification Number:	001900213	(number will be assigned)
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1. The exact name of the limited liability company is:

HOUSE OF CHAROEN LLC

2. The address in the Commonwealth where the records will be maintained:

Number and street: 313 LITTLETON RD

Address 2:

City or town: CHELMSFORD State: MA Zip code: 01824

Country: UNITED STATES

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

RESTAURANT

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

5. The name and address of the Resident Agent:

Agent name: APITCHAYA BOONYAWONG

Number and street: 245 KELTON ST

Address 2: APT34

City or town: ALLSTON State: MA Zip code: 02134

I APITCHAYA BOONYAWONG,

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

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

Title	Name	Address
MANAGER	APITCHAYA BOONYAWONG	313 LITTLETON RD CHELMSFORD, MA 01824 USA

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

Title	Name	Address
SOC SIGNATORY	MANUNYA POLBOONSRI	313 LITTLETON RD CHELMSFORD, MA 01824 USA

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

Title	Name	Address
REAL PROPERTY	APITCHAYA BOONYAWONG	313 LITTLETON RD CHELMSFORD, MA 01824 USA

9. Additional matters:

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

Later Effective Date (mm/dd/yyyy): 08/01/2025 Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of July, 2025,

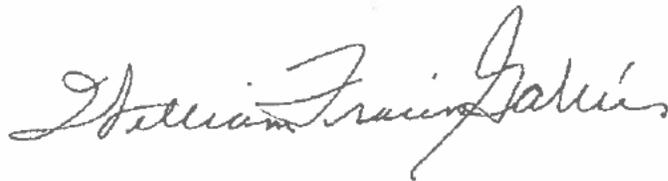
APITCHAYA BOONYAWONG

, Signature of Authorized Signatory.

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 09, 2025 06:28 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Truth In Lending Disclosure Statement

Lender:
 American Express National Bank
 115 W. Towne Ridge Parkway
 Sandy, UT 84070

Borrower:
 MANUNYA POLBOONSRI
 aomaceae@gmail.com

Loan Account Number:
 341299130851005

All numerical disclosures except the Late Payment Fee disclosure are estimates and subject to change. See your Loan Agreement for more details.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate 7.48%	FINANCE CHARGE The dollar amount the credit will cost you \$2,389.44	Amount Financed The amount of credit provided to you or on your behalf \$20,000.00	Total of Payments The amount you will have paid when you have made all scheduled payments \$22,389.44
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Number of Scheduled Payments	Amount	When payments are due
35	\$622.04	Your first payment is due on 10/04/2025 and then monthly thereafter. Payments are due on the same date each month.
1	\$618.04	Your last payment is due on 09/04/2028.

Late Payment Fee	Late Payment Fee is \$39. If a payment is late, you will be charged \$39.
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Prepayment	If you pay off your loan early, you will not have to pay a penalty and you may be entitled to a refund of part of the finance charge.
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See your Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds.

Itemization of the Amount Financed

Itemization of the Amount Financed of \$20,000.00

\$0.00	Amount paid to others by American Express National Bank on your behalf
\$20,000.00	Amount given to you directly
\$ 0	Prepaid finance charge

Interest Rate Calculation

Your interest rate for this loan is 7.49%. This rate is based on your creditworthiness and other factors at the time of pre-approval and will remain fixed for the term of your loan. Interest will not be charged on your first Loan Invoice Date. Interest will be charged starting on your second Loan Invoice Date, and will continue to be charged on each subsequent Loan Invoice Date until you repay your loan in full. The first Invoice Date for your loan will be 09/09/2025. Subsequent Loan Invoice Dates will be shown on your loan invoice. See your Loan Agreement for how we calculate interest.

Loan Account Number: 341299130851005

American Express® Personal Loans
Loan Agreement

Carefully read this Loan Agreement. Section 22 of this Loan Agreement includes an arbitration clause. Unless you are a Covered Borrower (defined in Section 25), it will restrict your ability to have claims heard in court or resolved by a jury. It will also restrict your ability to participate in a class action. If you are a Covered Borrower, then Section 25, and not Section 22, will apply to you.

Your loan is issued by American Express National Bank. *We, us, our, and American Express* mean American Express National Bank. *You and your* mean the person who applied for a loan and to whom we issued the loan.

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	25. State Disclosures

1. Your Personal Loan

You authorize us to send disbursements in the amounts you requested to the bank(s) you designate using the disbursement method you selected in your loan application. We refer to each such disbursement made by American Express as a *Loan Disbursement*.

All Loan Disbursements are made by electronic means only. We do not issue Loan Disbursements by check or other non-electronic means. We rely on the accuracy, authenticity and completeness of any account or other information you provide to us to make a Loan Disbursement. However, we may attempt to verify the account and bank to which the Loan Disbursement will be made, which may delay our Loan Disbursement. You promise that any account or other information that you provide or that we have on file for you, to which we will make a Loan Disbursement, is true, accurate and correct and shall remain true, accurate and correct for the duration of this Loan Agreement.

In some cases, we may be unable to complete one or more Loan Disbursements. For example, your bank may refuse to accept a Loan Disbursement from us. If this occurs, we will reduce your Amount Financed by the failed Loan Disbursement, adjust your Scheduled Payment Amount and refund you any credit balance. You will not be required to repay the failed Loan Disbursement amount. No interest will be charged on any failed Loan Disbursements.

If the Loan Disbursement does not post to your designated account within two weeks, contact your bank and us. We are not responsible for any disputes you may have with your bank. We are not liable for any loss or injury resulting from any failed or delayed Loan Disbursements.

Credit Card Disbursement. If you were approved to use your Personal Loan for credit card debt consolidation, you authorize us to send Loan Disbursements directly to the credit card account(s) you designated in your application for debt consolidation purposes. We will not send any Loan Disbursements directly to you. American Express Card accounts are not eligible for debt consolidation through Personal Loans. Not all U.S. banks may be paid with Loan Disbursements. Your credit card bank may delay posting a Loan Disbursement to your account.

Be sure to make all required payments on your credit cards. We are not liable for your failure to make any required payments to your credit cards.

Direct Deposit. If you were approved and choose to deposit your Personal Loan directly into your bank account, you authorize us to electronically disburse funds to your designated bank account in the amount of your Loan Disbursement (or, if necessary, to electronically debit your bank account to correct errors). You promise that (1) you will use your loan only as indicated on your application, and (2) you will not use any portion of your loan to repay any outstanding debt or satisfy any obligation to any of our affiliates, including, without limitation, American Express Travel Related Services Company, Inc.

If you do not have an eligible bank account on file with us, we will ask you to designate a personal checking account after you sign your Loan Agreement. ***You will have three (3) days from the date you sign your Loan Agreement to add a bank account, otherwise you will not receive your Loan Disbursement.*** In some cases, we may need to verify your account by asking you for personal information. If you are unable or unwilling to satisfy these conditions or we are otherwise unable to verify your new bank account, you will not receive your Loan Disbursement and this Loan Agreement, in its entirety, shall be deemed void, unenforceable, and of no effect, as if there was no agreement.

2. Your Truth in Lending Disclosure Statement

Your Truth in Lending Disclosure Statement provides important information about your loan. It includes the cost of your loan as a yearly rate (***Annual Percentage Rate***), your total number of payments due, the amount of each payment (***Scheduled Payment Amount***) and when each Scheduled Payment Amount is due (***Payment Due Date***). The total amount you will pay if you make all Scheduled Payment Amounts on their Payment Due Date (***Total of Payments***) is:

- (1) the total interest payable on your loan, reflected as the dollar amount your loan will cost you (***Finance Charge***), plus
- (2) the total amount of credit provided to you or others on your behalf (***Amount Financed***).

The Annual Percentage Rate, Finance Charge, Amount Financed, Total of Payments, and repayment schedule (including your Scheduled Payment Amount) are estimates of what you should expect to pay if (1) all Loan Disbursements are processed during the first loan invoice period (see Section 7) and accepted by your designated bank(s), and (2) you pay all Scheduled Payment Amounts on their Payment Due Date.

Interest on your loan will be charged as described in the section ***How We Calculate Interest***. The actual amount of interest you pay may differ from the Finance Charge. For example, you may pay more interest if you make a late payment. You may pay less interest if you make an overpayment or if you pay off your loan early.

3. No Benefits

A Personal Loan is not a Card product. Unlike American Express credit and charge Cards, you will not receive any Card benefits, rewards programs or insurance with your loan. For example, you will not get Membership Rewards[®] points or Reward Dollars from American Express with your loan or any Loan Disbursements.

4. Conditions and Acceptance of Loan Agreement

You may only agree to this Loan Agreement by providing your electronic signature below. Once you sign, you may not cancel your loan or any Loan Disbursement except as permitted by law. You promise that you are 18 years or older and a U.S. citizen or resident of the U.S. or its territories. You promise that (1) any information that you provide to us regarding your loan, including the bank or credit card account information you provided in your loan application, is true and accurate and will remain true and accurate for the duration of this Loan Agreement; (2) you have not misrepresented your identity, or described, presented or portrayed yourself as a person other than yourself; and (3) you are solvent and are not contemplating any insolvency or bankruptcy proceeding, nor have you initiated or been a party in any insolvency, bankruptcy, receivership, or assignment for the benefit of your creditors and no such action or proceeding has been filed or is pending against you during the four months preceding the date of this Loan Agreement. You agree that you will not use your loan to pay for post-secondary educational expenses, for real estate, for business, for securities, for vehicle purchases (other than as a down payment) or for any purpose prohibited by law or not otherwise permitted under this Loan Agreement.

This Loan Agreement in its entirety, and all obligations on the part of American Express contained herein, are subject to and conditioned upon your promises being true, accurate, and correct in all material respects as of the date of this Loan Agreement and for the duration of this Loan Agreement. You authorize American Express to conduct such due diligence, inquiries, or investigations as we deem necessary to verify the accuracy of your promises, including those concerning your identity, bank account or credit card information. We will not make any Loan Disbursements under this Loan Agreement until we have verified, to our satisfaction, the accuracy of your promises. In the event that we are unable to verify the accuracy of your promises, to our sole and complete satisfaction, we shall notify you that a condition of this Loan Agreement has not been satisfied. If any condition of this Loan Agreement is not satisfied prior to us making any Loan Disbursements under this Loan Agreement, then this Loan Agreement, in its entirety, shall be deemed void, unenforceable, and of no effect, as if there was no agreement. *If a condition of this Loan Agreement is not satisfied after we have made a Loan Disbursement under this Loan Agreement, then our obligations shall terminate, but your obligations under this Loan Agreement will continue in full force and effect, with respect to the Loan Disbursement that we made to you under this Loan Agreement.*

5. Your Promise to Pay

You promise to pay each Scheduled Payment Amount, plus any Fees, and past due amounts (collectively the *Monthly Payment Due*) by the Payment Due Date. You further promise to pay any additional interest charged as part of your final Monthly Payment Due by the Payment Due Date.

The Monthly Payment Due and Payment Due Date are shown on each loan invoice that we send you. You must pay each Monthly Payment Due by the Payment Due Date even if you do not receive a loan invoice. You may not apply any credits you have on any American Express Card account to your loan balance.

6. Prepayments, Overpayments and Late Payments

The *Outstanding Loan Balance* shown on your loan invoice represents the total Loan Disbursements made to you or on your behalf, less payments or credits, plus any Fees and interest charges, that are outstanding as of the Loan Invoice Date. The Outstanding Loan Balance is calculated as follows:

- We start with the Outstanding Loan Balance that appeared on your prior loan invoice (shown as the "Previous Outstanding Loan Balance" on your current loan invoice);
- Then we add any new Loan Disbursements made during the current loan invoice period;
- Then we add any Fees incurred during the current loan invoice period;
- Then we subtract any payments and credits applied during the current loan invoice period; and
- Finally, we add the Monthly Interest Charge, calculated as described herein.

Prepayment. You may prepay all or part of the Outstanding Loan Balance at any time without penalty. To pay your loan in full, you must pay the Outstanding Loan Balance shown on your current loan invoice by the Payment Due Date shown on that invoice. However, you will still be responsible for paying any additional charges, including additional interest and Fees, that you may have incurred but have not yet been added to your Outstanding Loan Balance. You can avoid paying any interest on your loan if you prepay the Amount Financed in full prior to the Next Invoice Date shown on your first loan invoice.

Overpayment. If you pay more than the Monthly Payment Due, this will not change your Scheduled Payment Amount; however, your final Monthly Payment Due may be lower than the final Scheduled Payment Amount. This may occur, for example, if the additional payment reduces your principal loan balance and interest charges.

Late Payment. If you do not pay at least the Monthly Payment Due by the Payment Due Date, any unpaid amounts will be added to your next Monthly Payment Due and you may incur a Late Payment Fee. You may also incur additional interest charges which will be added to your final Monthly Payment Due.

If additional interest causes your final Monthly Payment Due to exceed the sum of your regular Scheduled Payment Amount, any Fees and past due amounts, the excess interest charges will appear as a new Monthly Payment Due on an additional loan invoice.

7. How We Calculate Interest

Your loan bears interest at the Interest Rate found in your Truth in Lending Disclosure Statement. Your Interest Rate is fixed and will not change during your loan term.

We will not charge interest, and you will not owe any interest, on any Loan Disbursement as part of your Monthly Payment Due on your first Loan Invoice Date. Your first loan invoice period begins when you sign your Loan Agreement and ends on the "first Loan Invoice Date" found in your Truth in Lending Disclosure Statement. After your first Loan Invoice Date, interest will be charged on subsequent Loan Invoice Dates as further described below. You will not be charged interest on Late Payment Fees or Returned Payment Fees.

Interest

The method used to calculate interest is monthly compounded interest. Interest will be assessed on the last day of each loan invoice period (the "Loan Invoice Date") until you have repaid your loan in full. This is your **Monthly Interest Charge**. The Monthly Interest Charge is calculated in the following way:

- First, we take your Interest Rate, divide that by 12, and then round to the nearest one ten-thousandth of a percentage point. This is your Monthly Percentage Rate ("**MPR**").
- Then, we (1) multiply your MPR by the Previous Outstanding Loan Balance (less any Fees that were included in that Previous Outstanding Loan Balance) as shown on your current loan invoice, and then (2) round that result to the nearest penny.

For example, assume your loan invoice periods end on the last day of each month. The Monthly Interest Charge assessed at the end of your April loan invoice period (April 30) is your MPR multiplied by the Previous Outstanding Loan Balance (less any unpaid Fees included in that Previous Outstanding Loan Balance). The Previous Outstanding Loan Balance was calculated by taking the Outstanding Loan Balance from your February loan invoice and adding any Loan Disbursements made, and Fees incurred, during the March loan invoice period (March 1 through March 31). We then subtracted any payments or credits applied during the March loan invoice period. We then added the Monthly Interest Charge that was assessed at the end of the March loan invoice period (on March 31).

In most cases the Outstanding Loan Balance that appears on your first loan invoice will equal your Amount Financed. In limited cases, there may be a delay by American Express in processing your Loan Disbursement(s). As a result, the delayed Loan Disbursement(s) may not appear as part of your Outstanding Loan Balance before your first Loan Invoice Date. If this happens, you will not be charged interest until the next Loan Invoice Date after the disbursement is processed. To account for the delay, we may adjust your repayment schedule by extending it by one or more months, as necessary, after the final payment date disclosed in your Truth in Lending Disclosure Statement. Any delay in disbursing a Loan Disbursement will not change your Scheduled Payment Amount (unless your Outstanding Loan Balance is less than the Scheduled Payment Amount) or the Payment Due Date. However, any such adjustment to your repayment schedule will not result in additional Finance Charges, or any increase in your Total of Payments.

8. How to Make Your Loan Payments

You may make a payment to us in U.S. dollars with:

- a single check drawn on a U.S. bank, or
- a single negotiable instrument clearable through the U.S. banking system, for example a money order, or
- an electronic payment that can be cleared through the U.S. banking system.

When making a payment by mail:

- mail your payment to the address shown on the loan invoice, and
- write your loan account number on your check or negotiable instrument and include the payment coupon attached to your loan invoice.

If your payment meets the above requirements, we will credit it to your loan as of the day we receive it, as long as we receive it by the time disclosed in your loan invoice. If we receive it after that time, we will credit the payment on the day after we receive it. If your payment does not meet the above requirements, there may be a delay in crediting the payment to your loan. This may result in a Late Payment Fee and additional interest charges. We will not accept a payment made in a foreign currency or payment drawn on an account at a bank located outside of the U.S. If we process a late payment, a partial payment, or a payment marked with any restrictive language (including payments marked as "paid in full"), it will have no effect on our rights and will not change the terms of this Loan Agreement.

9. Electronic Debits

When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account. We may process the check electronically by transmitting to your financial institution: the amount, the routing number, the account number, and the check serial number. If we do this, your payment may be deducted from your bank or other asset account on the same day we receive your check. Also, you will not receive that cancelled check with your bank or asset account billing statement. If we cannot collect the funds electronically, we may issue a draft against your bank or other asset account for the amount of the check.

10. How We Apply Your Payments

We generally apply each payment we receive to your Monthly Payment Due as follows:

- we apply your payment first to any interest, then
- to any Fees, expenses and other amounts due (excluding principal and interest), then
- to your principal loan balance.

However, if you pay more than your Monthly Payment Due on the Payment Due Date, or make additional payments after the Payment Due Date but before your Next Invoice Date shown on your current loan invoice, we will apply the overpayment or additional payment to your principal balance. You will still be required to pay the Monthly Payment Due shown on the following loan invoice. If you pay more than your Monthly Payment Due or make additional payments after your Next Invoice Date shown on your current loan invoice but before or on the next Payment Due Date, we will apply your payment first to your Monthly Payment Due for that loan invoice period. Any excess will then be applied to principal loan balance.

We will apply your payments as described above even if you provide an instruction or notation with your payment.

11. Fees

You may incur a Late Payment Fee or Returned Payment Fee (collectively, Fees, as described below).

If we do not receive the Monthly Payment Due by the Payment Due Date, we will charge you a *Late Payment Fee* of \$39.

If you make any payment that is returned unpaid, we will charge you a *Returned Payment Fee* of \$39. This can occur whether you pay us by check or an electronic debit from your bank account. We may attempt to process your payment up to two more times. If any additional attempts fail, we will not assess another Returned Payment Fee. However, your bank may assess its own fee for each attempt.

12. Default and Acceleration

We may consider your loan to be in default if:

- you violate a provision of this Loan Agreement,
- you give us false information,
- you commit fraud,
- you misrepresent your identity or your ownership of any account,
- you file for bankruptcy,
- you become incapacitated or die,
- we do not receive the full amount of your Monthly Payment Due on your Payment Due Date, or
- we believe you are unable or unwilling to pay your debts when due.

If we consider your loan in default, we may, to the extent permitted by applicable law:

- require you to immediately pay more than the Monthly Payment Due, or
- require you to immediately repay your loan in full.

You agree to pay all reasonable costs that we incur to collect amounts you owe, as permitted by applicable law, including but not limited to attorneys' fees.

13. Credit Reports and Reporting to Credit Reporting Agencies

You authorize us to verify your information and obtain reports from consumer reporting agencies or other third parties, including from our affiliates, at any time as permitted by applicable law. You agree that we may investigate your ability to pay and obtain information about you from other sources, including information to verify your income. You authorize us and our affiliates and subsidiaries to share information we have about you at any time for marketing and administrative purposes as permitted by law. And you agree that we will use such information for any purposes, subject to applicable law and pursuant to our privacy practices as described in the section *Privacy*. Upon request, we will tell you if we have received a consumer report and the name and address of the agency that provided it.

You agree that we will give information about your loan to credit reporting agencies. For example, we will tell a credit reporting agency if you fail to make a payment or fail to comply with any other term of this Loan Agreement, or otherwise default on your loan. This may have a negative impact on your credit report.

If you believe information we have given to a credit reporting agency is incorrect, write to us at: American Express Credit Bureau Unit, P.O. Box 981537, El Paso, TX 79998-1537. When you write to us, tell us the specific information you believe is incorrect.

14. Privacy

Any information we collect from you in connection with your loan will be governed by our Consumer Privacy Notice that was provided with your Loan Agreement.

15. Sending Notices, Disclosures and Communications to You

Electronic Communications

We may provide any notice, disclosure, statement or other communication related to this Agreement to you by any lawfully permitted electronic means, including by (i) sending it to your email address, (ii) posting it on an American Express website, or (iii) making it available to you on an American Express website through a link provided on an email or communication. Communications sent to you electronically will be effective the earlier of when (i) we send it to you or (ii) we send or otherwise provide you with notice that the communication has been posted on an American Express website. You agree that we may use any email address you provide to us. You may set your electronic communications preferences in your American Express online account. Regardless of these preferences, we may continue to send you certain communications, including servicing messages, electronically.

A copy of your executed Loan Agreement, as well as your Truth in Lending Disclosure Statement, loan invoices, and other communications and disclosures provided in connection with your loan, are available in your American Express online account.

Postal Mail Communications

We mail you notices through the U.S. mail, postage prepaid, and address them to you at the latest billing address on our records. Any notice that we send you this way is deemed to be given when deposited in the U.S. mail.

Changes to Your Contact Information

You must notify us immediately if you change your email address, phone number or mailing address to which we send or make any communications. You may do so by accessing your American Express online account or by calling Customer Care at 1-844-273-1384.

Servicing and Collections Calls/Text Messages

If we need to contact you to service your loan or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors) to contact you at any number you provide, from which you call us, or at which we believe we can reach you. We may contact you in any way, such as calling or texting. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.

Call Monitoring

We may monitor and record any calls between you and us.

16. No Warranties

EXCEPT AS EXPRESSLY PROVIDED IN THIS LOAN AGREEMENT OR APPLICABLE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES. WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS,

IMPLIED OR OTHERWISE RELATING TO OR ARISING OUT OF THIS LOAN AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE EFFECT THAT THIS LOAN AGREEMENT MAY HAVE UPON YOUR TAX LIABILITIES IN ANY JURISDICTION.

17. **Limitation of Liability**

EXCEPT TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS. THIS LIMITATION APPLIES EVEN IF YOU ARE INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM OR RELATED TO THIS LOAN AGREEMENT.

18. **Severability**

If any part of this Loan Agreement is found by a court or governmental authority to be invalid or unenforceable, that part will be deemed omitted from this Loan Agreement. The remainder of this Loan Agreement will remain in full force and effect, and will be modified only as necessary to give such force and effect to the remaining provisions.

19. **Assignment**

We may sell, transfer or assign this Loan Agreement or your loan. We may do so at any time without notifying you. You may not sell, assign or transfer your loan or any of your obligations under this Loan Agreement. Any such sale, assignment or transfer by you will be null and void.

20. **No Waiver**

We may choose to delay enforcing or to not exercise rights under this Loan Agreement. If we do this, we do not waive our rights to exercise or enforce them or any other rights under this Loan Agreement on any other occasion.

21. **Governing Law**

Utah law and federal law govern this Loan Agreement and your loan. They govern without regard to internal principles of conflicts of law. You agree that this Loan Agreement is made and performed in the State of Utah. You agree that: (i) we are located in Utah; (ii) we make all credit decisions from our home office in Utah; (iii) the loan hereunder is made in Utah (that is, no binding contract will be formed until we receive and accept your signed Loan Agreement in Utah); and (iv) your payments are not accepted until we receive them in Utah. This Loan Agreement will only be valid when signed by you and accepted by us at our home office in Utah.

In addition, if your billing address is in the State of Maryland, to the extent, if any, that Maryland law applies to your account, we elect to offer your loan account pursuant to Title 12, Subtitle 10 of the Maryland Commercial Law Article.

22. **Claims Resolution**

Most customer concerns can be resolved by calling our Customer Service Department at 1-844-273-1384. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision. For this section, you and us includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your loan account, this Loan Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product or service in connection with your loan account; and (4) claims that arise from or relate to (a) your loan account or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under your loan account or terms of financing, and (c) your application for your loan account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a **claim notice**) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to americanexpress.com/claim for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your loan invoice or sent to your home address. Notice to us must include your name, address and loan account number and be sent to American Express ADR c/o CT Corporation System, 28 Liberty Street, NY, NY 10005. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

Arbitration

You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator.

If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

Before beginning arbitration, you or we must first send a claim notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Loan Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection.

Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (*FAA*). We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration

If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other Card Members, other Personal Loan borrowers or other persons similarly situated.

The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* provisions is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration* provisions, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any *arbitration fees* (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Continuation

This section will survive termination of your loan account, voluntary payment of your loan balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your loan (in the case of a sale, its terms will apply to the buyer of your loan). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

23. Entire Agreement

This Loan Agreement is a final expression of the agreement between you and us governing your loan. There are no unwritten oral agreements between the parties. This written Loan Agreement may not be contradicted by any alleged oral agreement. You may not amend the terms of this Loan Agreement without written agreement from us. We may amend this Loan Agreement to comply with law or to update any names or contact information, definitions, references, or similar terms, only to the extent such amendment is permitted by law, and you acknowledge that you agree to such amendment upon notice. You acknowledge that there are no third-party beneficiaries to this Loan Agreement.

24. Protections for Members of the Armed Forces and their Dependents (this section applies to Covered Borrowers only)

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

To listen to this statement as well as a description of your payment obligation for this loan, call us at 1-844-657-3753.

If you are an active duty member of the Armed Forces or his or her dependent, as determined by federal law (a "**Covered Borrower**"), Section 22 of the Loan Agreement will not apply to you. Instead, the following claims resolution procedures will apply to you:

Claims Resolution Available for Covered Borrowers

Most customer concerns can be resolved by calling our Customer Service Department at 1-844-273-1384. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through litigation, non-binding mediation or, at your election, arbitration. You are not required to resolve any claims by mediation and arbitration. For this section, you and us includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your loan account, this Loan Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product or service in connection with your loan account; and (4) claims that arise from or relate to (a) your loan account or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under your loan account or terms of financing, and (c) your application for your loan account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, arbitration or non-binding mediation, you may send a written notice (a **claim notice**) to us. Go to americanexpress.com/claim for a sample claim notice. The claim notice should describe the claim and state the specific relief demanded. We may also request that we resolve a claim by mediation or arbitration, but you are not required to accept our request. We may include our request with your loan invoice or mail it to your home address. Notice to us should include your name, address and loan account number and be sent to American Express ADR c/o CT Corporation System, 28 Liberty Street, NY, NY 10005. If the claim proceeds to litigation, mediation or arbitration, the amount of any relief demanded in a claim notice will not be disclosed. ***You are not required to resolve your claim through mediation or arbitration. You may decline our request to resolve a claim through mediation or arbitration. You may elect to resolve your claim through litigation.***

Mediation

If you elect to resolve your claim through mediation, a neutral mediator will help resolve the claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect litigation or arbitration. ***The outcome of mediation proceedings is non-binding. You may proceed to litigation or arbitration regardless of the outcome of mediation.***

Arbitration

You may elect, but are not required, to resolve any claim by individual arbitration. We may also request to resolve any claim by individual arbitration, but you are not required to accept our request. Claims are decided by a neutral arbitrator.

If you elect or agree to resolve a claim through arbitration, your or our right to litigate that claim in court or have a jury trial on that claim may be limited. Further, you and we may not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

If you and we agree to proceed to arbitration, claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim

is filed, except where those rules conflict with this Loan Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection.

Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA). We will not request arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered.

Limitations on Arbitration

If the parties agree to resolve a claim by arbitration, that claim will be arbitrated on an individual basis pursuant to that agreement, and the agreement would not allow claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other card members, other Personal Loan borrowers or other persons similarly situated.

The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* provisions is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration* provisions, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any *arbitration fees* (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Continuation

This section will survive termination of your loan account, voluntary payment of your loan balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your loan (in the case of a sale, its terms will apply to the buyer of your loan). If any portion

of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

25. State Disclosures

FOR CALIFORNIA RESIDENTS ONLY. If you are married, you may apply for a separate loan.

FOR IOWA RESIDENTS ONLY. NOTICE TO CONSUMER: (1) Do not sign this paper before you read it. (2) You are entitled to a copy of this paper. (3) You may prepay the entire balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law. **IMPORTANT: READ BEFORE SIGNING.** The terms of this agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written contract may be legally enforced. You may change the terms of this agreement only by another written agreement.

FOR KANSAS RESIDENTS ONLY. NOTICE TO CONSUMER: (1) Do not sign this agreement before you read it. (2) You are entitled to a copy of this agreement. (3) You may prepay the unpaid balance at any time.

FOR MISSOURI RESIDENTS ONLY. Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

FOR NEW HAMPSHIRE RESIDENTS ONLY. (1) Reasonable attorneys' fees shall be awarded to the buyer, borrower or debtor if he prevails in (i) any action, suit or proceeding brought by the retail seller, lender or creditor; or (ii) an action brought by the buyer, borrower or debtor; and (2) If a buyer, borrower or debtor successfully asserts a partial defense or set-off, recoupment or counterclaim to an action brought by the retail seller, lender or creditor, the court may withhold from the retail seller, lender or creditor the entire amount or such portion of the attorney fees as the court considers equitable.

FOR NEW JERSEY RESIDENTS ONLY: Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

FOR OHIO RESIDENTS ONLY: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

FOR WISCONSIN RESIDENTS ONLY. No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree.

NOTICE TO CUSTOMER (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

David B Nigro

David B Nigro, Chief Credit Officer,

American Express National Bank

2025-08-30T11:45:18Z

Manunya Polboonsri

2025-08-30T11:45:18Z

RESTAURANT SALE AGREEMENT

This Restaurant Sale Agreement ("Agreement") is entered into on this day **Tuesday 8 of July 2025** by and between:

1. Seller: Kaichi Yang Girouard, residing at 820 Skyline Drive Apt 19 Dracut MA 01826, hereinafter referred to as the 'Seller.'
2. Buyer: Apitchaya Boonyawong, residing at 245 Kelton Street Apt 34 Allston MA 02134, hereinafter referred to as the 'Buyer.'

The Seller agrees to sell, and the Buyer agrees to purchase the restaurant business under the following terms and conditions:

1. BUSINESS DESCRIPTION

The business being sold is known as **"Thai Jasmine - Chelmsford, MA"** located at 313 Littleton Road, Chelmsford, MA 01824.

2. PURCHASE PRICE AND PAYMENT TERMS

- 2.1. The total purchase price for the Business is ****\$100,000**** (One Hundred Thousand Dollars).
- 2.2. The Purchase Price shall be paid as follows:
 - a. A deposit of ****50,000.00**** (Fifty Thousand Dollars) upon signing this Agreement.
 - b. The remaining balance of ****\$50,000**** (Fifty Thousand Dollars) shall be paid on or before the 31st of August 2025.

3. ASSETS INCLUDED IN THE SALE

The following assets are included in the sale:

- a. All equipment, fixtures, and furniture located at the Business premises.
- b. Inventory of food, beverages, and supplies as of the Closing Date.
- c. Intellectual property, including trademarks, logos, menus, and branding materials.
- d. Customer lists, vendor contracts, and goodwill.
- e. Licenses and permits transferable to the Buyer.

4. LIABILITIES

The Buyer shall not assume any of the Seller's debts or liabilities, unless expressly agreed upon in writing.

5. DUE DILIGENCE

- 5.1. The Buyer confirms that they have conducted all necessary due diligence, including review of financial statements, permits, and inspection of the Business.
- 5.2. The Seller represents that the Business is in compliance with all applicable laws and regulations.

6. CONDITIONS OF SALE

6.1. The sale is contingent upon the successful transfer of all licenses and permits required to operate the Business, including but not limited to:

- Food Permit
- Building Permit
- Liquor License
- Business Phone Number
- Business Website

7. CLOSING DATE

The sale will be finalized on or before **July 31 2025**. At that time:

- Ownership of the Business and assets will transfer to the Buyer.

8. CONFIDENTIALITY

Both parties agree to keep the terms of this Agreement confidential and not disclose any details to third parties, except as required by law. Ownership of the Business and assets will transfer to the Buyer.

9. DISPUTE RESOLUTION

Any disputes arising from this Agreement shall be resolved through:

- Negotiation between the parties.
- If unresolved, binding arbitration under the laws of Massachusetts, USA.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. Any amendments must be made in writing and signed by both parties.

11. GOVERNING LAW

This Agreement shall be governed by the laws of Massachusetts, USA.

12. SIGNATURES

Seller:

Name: Katchi Yang Girouard

Signature: Kat Chi

Date: 07/08/25

Sellers Witnesses

Name: ZAHASOM BUSBARAT

Signature: Z.

Date: 7-8-25

Buyers:

Name: Apitchaya Boonyawong

Signature: Apitchaya

Date: 07/08/25

Buyers Witnesses

Name: Manunya Polbansri

Signature: Manunya P.

Date: 07/08/25

Cash Receipt

Receipt No.: _____

Date: 07/08/2025

Received from:

Name: Apitchaya Boonyawong

Address: 245 Kelton St Apt 34, Allston MA 02134

Amount Received: \$50,000 (Fifty Thousand Dollars and 00/100)

Payment Details:

- \$30,000 paid by personal check
- \$20,000 paid in cash (counted and received in full)

Purpose of Payment: First installment payment for the purchase of the restaurant _____

This is to acknowledge that the above amount has been received in full and accurately.

Received by:

Name: KAICHI YANG GIROUARD

Signature: Kaichi

Date: 7-8-25

witness

Name: Manunya Polboonsri

Signature: Manunya P.

Date: 7/8/25

Name: Kheppapha Bisbarat

Signature: Kheppapha

Date: 07/08/25

LEASE

1. PARTIES

Garrison Plac Inc LESSOR, which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to Apitchaya Boonyawong LESSEE, which expression shall include its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

2. PREMISES (fill in and include, if applicable, suite number, and square feet)

313 Littleton Road, Unit 2, 3 & 4 Chelmsford MA 01824

together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators necessary for access to said leased premises, and lavatories nearest thereto.

3. TERM

The term of this lease shall be for one year commencing on August 1, 2025 and ending on July 31, 2026.

4. RENT

The LESSEE shall pay to the LESSOR rent at the rate of \$42000 - dollars per year, payable in advance in monthly installments of \$3500 -. Rent checks are due on or before the first of each month. Any payment of rent made ten (10) days after the date due shall be accompanied by a late fee of fifty (50) dollars.

5. SECURITY DEPOSIT (fill in)

Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of \$3500 dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease subject to the LESSEE's satisfactory compliance with the conditions hereof.

6. RENT ADJUSTMENT

N/A

7. UTILITIES

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning* (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning* seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation provided that such installation shall be subject to the written consent of the LESSOR.

Lessee shall pay water, sewer and grease trap pumping, pest control, electricity and gas, trash removal --- (AP) (NC)

8. **USE OF LEASED PREMISES** The LESSEE shall use the leased premises only for the purpose of *Thai restaurant*
9. **COMPLIANCE WITH LAWS** The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.
10. **FIRE INSURANCE** The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.
11. **MAINTENANCE** The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and acknowledging that the leased premises are now in good order.
- A. **LESSEE'S OBLIGATIONS** The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.
- B. **LESSOR'S OBLIGATIONS** The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.
12. **ALTERATIONS - ADDITIONS** The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.
13. **ASSIGNMENT - SUBLEASING** The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.
14. **SUBORDINATION** This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage now or at any time hereafter, alien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.
15. **LESSOR'S ACCESS** The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or

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property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering the leased premises shall be LESSEE responsibility. The LESSOR will remove the snow from the parking lot by truck only.

17. LESSEE'S LIABILITY INSURANCE The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$500K with property damage insurance in limits of \$100K in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein.

18. FIRE CASUALTY - EMINENT DOMAIN Should a substantial portion of the leased premises or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:
(A) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
(B) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.
The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

19. DEFAULT AND BANKRUPTCY In the event that:
(A) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
(B) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
(C) The LESSEE shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of LESSEE's property for the benefit of creditors,
then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of

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10 percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

20. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested.

21. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder or to destroy such property.

22. OTHER PROVISIONS

It is also understood and agreed that Tenant/Lessee agrees to pay all necessary expenses to keep in good condition and repair all structural, mechanical, electrical, plumbing, air conditioning and heating components which are within the confines of the leased premises. Tenant/Lessee shall notify Landlord/Lessor prior to making any repair unless it is an emergency. In those situations where it is not possible to notify the Landlord/Lessor in advance, then Tenant/Lessee shall notify Landlord/Lessor as soon as possible after such repair or maintenance and present Landlord/Lessor with a copy of all invoices and other document describing the work performed.

It shall be Landlord/Lessor's responsibility to pay for common area maintenance and repair, and to pay real estate taxes assessed by the Town for property taxes.

It is also understood and agreed of the following conditions:

The LESSEE shall inform LESSOR no less than 90 days before the expiration of the Lease that the LESSEE will vacate the leased premises at the end of the Lease.

Apitchaya
Apitchaya Boonyawong
LESSEE

Marnay Cheng / P
Garrison Place Inc.
LESSOR

NONE
BROKER(S)

7/22/2025
DATE

Apitchaya Boonyawong is personally guaranteed the lease Apitchaya
LESSEE

PUBLIC NOTICE

**LEGAL NOTICE
TOWN OF
CHELMSFORD
PUBLIC HEARING**

The Select Board will conduct a Public Hearing under the provisions of M.G.L. c.138 on February 9, 2026, at 6:00PM in Room 204 of the Town Offices, 50 Billerica Rd. on the application for an All Alcoholic Beverages Restaurant License for House of Charoen LLC, DBA Udomsuk Thai Kitchen and Bar to be exercised on the premises at 313 Littleton Rd, Unit 2.

Select Board

1/30/2026

#NY0167305

ABUTTER LIST

ACCT	MAP	BLOCK	LOT	UNIT	LOCATION	ADDRESS	City	State	Zip	OWNER	CO-OWNER
16451	99	403	11	01	311 LITTLETON RD #U-01	311 LITTLETON RD U-01	CHELMSFORD	MA	01824	PUTRAVU PHANIKUMAR	
16452	99	403	11	19	311 LITTLETON RD #U-19	311 LITTLETON RD U-19	CHELMSFORD	MA	01824	SODHI DAVINDER &	GANDHI NEETU
16453	99	403	11	17	311 LITTLETON RD #U-17	311 LITTLETON RD #U-17	CHELMSFORD	MA	01824	HUYNH THUY T	VO TRIM
16454	99	403	11	09	311 LITTLETON RD #U-09	311 LITTLETON RD U-09	CHELMSFORD	MA	01824	MISTRY DIMPAL	
16455	99	403	11	07	311 LITTLETON RD #U-07	311 LITTLETON RD #U-07	CHELMSFORD	MA	01824	EDGECOMB GARRETT E	
16456	99	403	11	05	311 LITTLETON RD #U-05	311 LITTLETON RD U-05	CHELMSFORD	MA	01824	BASU SUJIT TRUSTEE	
16457	99	403	11	03	311 LITTLETON RD #U-03	311 LITTLETON RD U-03	CHELMSFORD	MA	01824	JENNIYA SOCHEATA	
16458	99	403	11	66	311 LITTLETON RD #U-66	311 LITTLETON RD U-66	CHELMSFORD	MA	01824	KRISHNAMURTHY VINOTH	
16459	99	403	11	64	311 LITTLETON RD #U-64	311 LITTLETON RD U-64	CHELMSFORD	MA	01824	ANKU VENKATA SOMARAJU TIRUMALASETTI &	VIJAYA LAKSHMI TIRUMALASETTI
16460	99	403	11	62	311 LITTLETON RD #U-62	311 LITTLETON RD U-62	CHELMSFORD	MA	01824	MACHERLA SAYAREDDY &	MACHERLA SAVITA
16461	99	403	11	60	311 LITTLETON RD #U-60	311 LITTLETON RD U-60	CHELMSFORD	MA	01824	KAKUMANU SRIKANTH	
16462	99	403	11	58	311 LITTLETON RD #U-58	311 LITTLETON RD U-58	CHELMSFORD	MA	01824	TANG LI &	GAO JUN
16463	99	403	11	56	311 LITTLETON RD #U-56	311 LITTLETON RD U-56	CHELMSFORD	MA	01824	MAMILLA VIJENDAR &	MAMDADI PAVANI
16464	99	403	11	54	311 LITTLETON RD #U-54	311 LITTLETON RD U-54	CHELMSFORD	MA	01824	EERNI VEERA VENKATA SATYA NARAYANA MURTHY &	DODDI, NAIMISHA
16465	99	403	11	52	311 LITTLETON RD #U-52	311 LITTLETON RD U-52	CHELMSFORD	MA	01824	SHARMA, JYOTI &	SUBHASH KUMAR SHARM
16466	99	403	11	50	311 LITTLETON RD #U-50	311 LITTLETON RD U-50	CHELMSFORD	MA	01824	KRISHNAMURTHY SRINIVASAN &	SRINIVASAN SUDHAMATHI
16467	99	403	11	48	311 LITTLETON RD #U-48	4 COLONEL ROLLS DR	WESTFORD	MA	01886	CHG 48 LLC	
16468	99	403	11	46	311 LITTLETON RD #U-46	311 LITTLETON RD U-46	CHELMSFORD	MA	01824	GANGAPURAM SWETHA	
16469	99	403	11	44	311 LITTLETON RD #U-44	311 LITTLETON RD U-44	CHELMSFORD	MA	01824	DUVVURI SHRAVAN &	DESHPANDE VALDEHI
16470	99	403	11	42	311 LITTLETON RD #U-42	311 LITTLETON RD U-42	CHELMSFORD	MA	01824	RAMCHANDANI AMIT &	RAMCHANDANI SHALU
16471	99	403	11	40	311 LITTLETON RD #U-40	311 LITTLETON RD U-40	CHELMSFORD	MA	01824	DOS SANTOS ALEXANDRE	
16472	99	403	11	38	311 LITTLETON RD #U-38	311 LITTLETON RD #U-38	CHELMSFORD	MA	01824	YANUMULA RAVIPRASAD	KADAMUTHURI SRILATHA
16473	99	403	11	36	311 LITTLETON RD #U-36	311 LITTLETON RD U-36	CHELMSFORD	MA	01824	HARI PRASAD RAVI KUMAR &	SOWMYA MANOHAR
16474	99	403	11	34	311 LITTLETON RD #U-34	311 LITTLETON RD U-34	CHELMSFORD	MA	01824	LAROCHE SUEYO	
16475	99	403	11	32	311 LITTLETON RD #U-32	311 LITTLETON RD U-32	CHELMSFORD	MA	01824	DARJI PINKESH P	



Town of Chelmsford BUSINESS CERTIFICATE

FILE #: 46197
File Date: October 16, 2025
Exp. Date: October 16, 2029

New Business or Renewal: \$60 New Business Business Renewal
Changes: \$30 Change of DBA Name/Address Partial Addition/Removal of Owner Discontinuance of Business

In conformity with M.G.L. c. 110 s. 5, as amended, the undersigned hereby declares that a business is conducted under the title of:

1. DOING BUSINESS AS (Name of Business): Udomsuk Thai Kitchen and Bar

2. DBA OWNER: Apitchaya Boonyawong House of Charoen LLC

3. DBA BUSINESS ADDRESS: 313 Littleton Rd, Unit 2, Chelmsford, MA 01824

4. THE ABOVE LOCATION IS: A Commercial Address A Residential Address

5. Brief description of DBA business: Thai Restaurant

6. Is your business involved in any of the following activities (serving or selling food or tobacco, operating a tanning salon or sauna, providing childcare services, offering tattoo/body art (including microblading), or running a camp?) Yes No
(If yes, please circle or underline which one(s))

7. Are you changing the current use of the space? Yes No

8. Telephone Number: 781-492-3532 9. Mailing Address (if Different): _____

10. Email: Udomsukkitchen@gmail.com 11. Is this a minority owned business? (optional) Yes No

PRINTED NAME(S) of SIGNER(S)	Title	OWNER ADDRESS (Corp. address, if Corporation)
<u>Apitchaya Boonyawong</u>	<u>Business Owner</u>	<u>47 Boston Rd, Apt 101 313 Littleton Rd, Unit Chelmsford, MA 01824</u>

HEALTH DEPARTMENT APPROVAL: If you answered "Yes" to Question 6, please visit the Health Department.

Signature of Health Inspector/Director: Mark Maxwell Date 10/7/25

BUILDING COMMISSIONER APPROVAL: Residential: Only required if filing for a new business or address change. Commercial: Building Commissioner must approve changes, renewals, and new DBAs. The Building Commissioner may require further review prior to signing. Additional licenses/permits may be required. The Building Commissioner will sign off when available.

Will you be performing renovations or construction on this property? Yes No If yes, please specify:

Signature of Building Commissioner: Jim W. Regier Date 10-16-25

NOTARIZATION OR CHELMSFORD TOWN CLERK CERTIFICATION: Business owner(s) who cannot sign in the presence of the Chelmsford Town Clerk must sign in the presence of a Notary Public.

Signature(s): Apitchaya Date: 10/16/25

ID Check(s): THE ABOVE-NAMED PERSON(S) PERSONALLY APPEARED BEFORE ME AND MADE AN OATH THAT THE FOREGOING STATEMENT IS TRUE.

A TRUE COPY ATTEST:

Patricia C. Guiso
TOWN CLERK - CHELMSFORD, MA

[Signature]
Notary Public Signature/
Town Clerk Representative Signature

N/A
Commission Expiration



SELECT BOARD
Town Offices
50 Billerica Road
Chelmsford, MA 01824-2777
Phone (978) 250-5202



2026 License

License Type: **Common Victualler**

License Number: CV-26-021

Issued to: House of Charoen, LLC

D.B.A.: **Udomsuk Thai Kitchen and Bar**

Managed by: Apitchaya Boonyawong

Located at: 313 Littleton Road, Units 2, 3, & 4

Described Premises: Single Story Restaurant appromixmatly 2,800 sq ft with main dining room area, bar section, kitchen, and restrooms. Two customer enterences/exits

Seating: 84 Seats 10 Standing
Total Occupancy 99

Restrictions: Daily 10:30 AM - 1:00 AM

Based on the application submitted, the foregoing license(s) have been voted favorably by the Board in accordance with the regulations and restrictions of the Board, Town of Chelmsford Code, and Massachusetts General Laws Chapter 140. This license is issued to the above-named licensee only and is not transferable without the express approval of the Board.

Patrick J Maloney, Chair

Aaron D. Cunningham, Clerk

Pat Wojtas, Vice Chair

Jeffrey A. Hardy

This license certificate must be posted in a conspicuous place upon the premises that is in full public view.

The above license shall expire on December 31, 2026.