



CITY OF NEW BEDFORD, MASSACHUSETTS
CLERK OF COMMITTEES OFFICE - ROOM 213 - CITY HALL

PETITION FOR A SPECIAL PERMIT FOR MOTOR VEHICLES:

{X} SALES AND RENTALS { } BODY REPAIR {X} GENERAL REPAIR {X} LIGHT SERVICE

TO: CLERK OF COMMITTEES APPLICATION NO. _____ Date: _____ **PAGE 1**

The undersigned petitions the City Council to grant a SPECIAL PERMIT in the manner and for the reasons hereinafter set forth under the provisions of the Zoning Ordinance to the following described premises:

Owner/Landlord Calcap Realty, LLC 15 Ruby Court, Dartmouth, MA 02747
Full Name and/or Company Address (Attach copy of Certificate of Title or Deed.)

OTHER ~~Owner(s) or Landlord(s) (if applicable)~~ PROSPECTIVE PURCHASER _____

~~XXXX~~ J.R.'S SUPERLUBE, INC. 23 THOMAS HILL ROAD, ACUSHNET, MA 02743
Full Name and/or Company Address

(Attach copy of Lease or Tenant Agreement and Notarized letter from owner to tenant or buyer for application for this permit - or Letterhead and/or copy of Purchase & Sale Agreement or lease, where applicable.)

OTHER Lessee(s) (if applicable) _____

Location of Premises 3015 Acushnet Avenue, New Bedford, MA
Street Number Name of Street

Assessor's Plot 132 878 7107 125
Plot No. Lot No. Book No. Page No.

Dimensions of Lot 84' 125.4' Area 9147.6
Frontage Depth Sq. Ft.

Zoning District(s) in which premises are located MUB

Premises in present ownership since 8/5/2004
Date of Purchase

Number of buildings on lot One (1)

Size of existing buildings 1,344 square feet

Size of proposed buildings same (no alterations proposed)

Present use of premises classified for assessment purposes as Auto Repair

Proposed use(s) and Number of Cars/People on Premises at any given time (Adequate Parking): oil changes; brake repairs; tire sales; auto sales (1 vehicle)

Extent of proposed alterations no alterations proposed

Explain the need for the SPECIAL PERMIT and what changes are proposed?
Due to proposed change in ownership under existing Purchase & Sales Agreement, current owner is operating under special permit and issuance of new special permit required due to new proposed ownership.

Have plans been submitted to the Department of Inspectional Services? No
(Recorded Plans, accurately scaled as required by the D.I.S., must be included with this application.)

Has the Commissioner of the Department of Inspectional Services refused to issue a permit? Yes
If so, Reason: Special permit required due to proposed change in ownership

A non-refundable filing fee is required when submitting the application, payable by check or money order to the City of New Bedford. The filing fee will not be refunded regardless of whether or not the petition is granted. The fee covers the cost of processing the decision, including advertising and the mailings. Incomplete or improperly filed applications will be returned to the applicant for resubmission.

A Certified Abutter's list must also accompany this application, which must be compiled in the Planning Department and Certified at the Assessor's Office. M.G.L. Ch. 40, mandates advertising request two times prior to the scheduled hearing date. Advertising will be in the Standard-Times.

FEE SCHEDULE AS OF JULY 2007: \$700.00 FOR FIRST 10,000 SQ. FT. PLUS \$100.00 EVERY ADDITIONAL 10,000 SQ. FT.

PETITION FOR A SPECIAL PERMIT FOR MOTOR VEHICLES -
 SALES AND RENTALS BODY REPAIR GENERAL REPAIR LIGHT SERVICE

TO: CLERK OF COMMITTEES APPLICATION NO. _____ Date: _____ PAGE 2

All applications must be filled out completely and be submitted with the required drawings. Attach required drawings (proposed plans to this Petition. Must be done in BLACK INK to produce legible copies. If Petition is granted, the plans are specific to the plans submitted unless the City Council states otherwise.

Must provide Site Plan identifying positioning of existing structures. Must show footprint and dimensions. Show Rear Front and Side Distances between Structure and Boundary Lines. Must provide separate site plan showing proposed alterations or additions with side, front and rear set property lines identified.

By signing this application, the Petitioner is stating that they have read and understand this Application and the accompanying instructions and information. Also, if granted, that the Special Permit needs to be recorded and acted on within one year.

I have read and understand this application and the accompanying instructions and information.

Respectfully submitted: (Although not a requirement of submission, you may wish to contact an attorney to help you with your application and Public Hearing.)
CURRENT OWNER:
 Owner(s) _____
 Signature Antonio R. Beldan _____
 (Must be signature of current owner on record)
PROSPECTIVE BUYER: J.R.'S SUPERLUBE, INC.
~~xxxxxx~~ By: XXXXXXXXXXXXXXXXXXXX _____
 (If Corporation, must have letter on Letterhead Authorizing person to sign on Corporation's behalf.)
 (If Corporation, must have letter on Letterhead Authorizing person to sign on Corporation's behalf.)

Address 23 Thomas Hill Road, Acushnet, MA 02743 _____
 City/State/Zip Code _____ City/State/Zip Code _____

Telephone No. (Home) 508-863-3172 _____ (Business) 508-677-1344 _____

Other Owner(s) _____

Address _____
 City/State/Zip Code _____ City/State/Zip Code _____

Telephone No. (Home) _____ (Business) _____

I do/do not consent to the above application. I suggest the following conditions be included in application:

[Signature] _____
 City Planner Date 8/27/18

I do do not consent to the above application. I suggest the following conditions be included in application:
Special Permit must be granted for Sales + Rental, General repairs, + Light Service - recorded at the registry office. Needs and a permit from building department room 308 will be issued.
Danny N. Romanowicz _____ 8/30/18
 Dept. of Inspectional Services Commissioner Date

I do do not consent to the above application. I suggest the following conditions be included in application:
MUST APPLY FOR CLASS II LICENSE FOR USED CAR SALES
[Signature] _____ 8/29/18
 Licensing Board Clerk Date

I do do not consent to the above application. I suggest the following conditions be included in application: (General, Body Repairs & Light Service Only) must have a contract to have MDC trap cleaned every 6 months and receipts sent to DPI-IPP program.
Jamie Forté _____ 8/30/2018
 Dept. of Public Infrastructure Commissioner Date

I do do not consent to the above application. I suggest the following conditions be included in application:
 (Petroleum: Any on Premises; if so, Tanks only - Above or Underground?; Prior Use?; Use to be Continued?)
Must receive special permit prior to doing business and applying all zoning ordinances.
[Signature] _____ 8/29/18
 City Clerk Date

SAULINO & SILVIA, P.C.

Attorneys at Law

550 LOCUST STREET
FALL RIVER, MASSACHUSETTS 02720

JOHN E. SAULINO
JOSEPH H. SILVIA*
*ALSO ADMITTED IN CONNECTICUT
PETER A. SAULINO**
**ALSO ADMITTED IN RHODE ISLAND

August 30, 2018
Via Hand Delivery

TELEPHONE
(508) 675-7770
FACSIMILE
(508) 675-7771

www.saulinoandsilvia.com

Appointments and Briefing Committee
City Council
City of New Bedford
New Bedford City Hall
133 William Street
New Bedford, MA 02740

**RE: *Our Client: J.R.'s Superlube, Inc.
Application of Special Permit
Real Estate at 3015 Acushnet Avenue, New Bedford, Massachusetts***

Dear Sir/Madam:

With reference to the above-captioned matter, enclosed herewith, kindly find the following:

1. Application for Special Permit;
2. Deed for real estate located at 3015 Acushnet Avenue, New Bedford, MA presently owned by Calcap Realty, LLC;
3. Certified List of Abutters;
4. Extension of Closing Date as the same relates to the Asset Purchase and Sales Agreement, a copy of which is contained in the denial packet issued to the applicant by the City of New Bedford Building Inspector;
5. Extension of Closing Date as the same relates to the Real Estate Purchase and Sales Agreement, a copy of which is contained in the denial packet issued to the applicant by the City of New Bedford Building Inspector;
6. Assent of Quick Lanes, Inc., present holder of the special permit as to the applicant's request for the issuance of a special permit;
7. Assent of Calcap Realty, LLC., the owner of the real estate located at 3015 Acushnet Avenue, New Bedford, MA relative to the applicant's request for the issuance of a special permit;
8. Authorization from J.R.'s Superlube, Inc., for Kenneth Rapoza to sign any and all documents necessary to file for a special permit on its behalf relative to the premises located at 3015 Acushnet Ave, New Bedford, MA; and,
9. J.R.'s Superlube Inc.'s check in the sum of \$700.00 made payable to the City of New Bedford in conjunction with the special permit application.

Upon your receipt hereof, would you kindly review this submission and verify that the same meets the requirements of the application process. I would be happy to correct any deficiencies in this filing prior to the City Council's Appointments and

SAULINO & SILVIA, P.C.

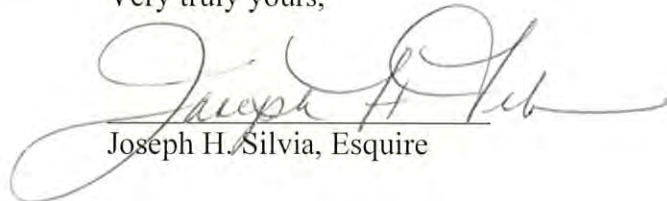
Appointments and Briefing Committee
City Council
City of New Bedford
August 30, 2018
Page 2

Briefings Committee deadline of September 4, 2018. If the application is complete, and if approved by the Appointments and Briefing Committee on September 24, 2018, I understand that the matter will be heard by the City Council at its meeting scheduled for October 11, 2018.

Should you have any questions and concerns, kindly contact me at your convenience.

Thanking you for your continued cooperation and assistance, I remain, a

Very truly yours,



Joseph H. Silvia, Esquire

JHS/mm
Enclosures
cc. Kenneth J. Rapoza



City of New Bedford
REQUEST for a CERTIFIED ABUTTERS LIST

This information is needed so that an official abutters list as required by MA General Law may be created and used in notifying abutters. You, as applicant, are responsible for picking up and paying for the certified abutters list from the assessor's office (city hall, room #109).

SUBJECT PROPERTY			
MAP #	132	LOT(S)#	878
ADDRESS: 3015 Acushnet Avenue, New Bedford, MA.			
OWNER INFORMATION			
NAME: CAL CAP REALTY, LLC			
MAILING ADDRESS: 43 SYCAMORE LANE, WESTPORT, MA. 02790.			
APPLICANT/CONTACT PERSON INFORMATION			
NAME (IF DIFFERENT): JOSEPH A. SILVIA, ESP			
MAILING ADDRESS (IF DIFFERENT): 550 LOCUST ST. FALL RIVER, MA. 02720			
TELEPHONE #	(508) 675-4470		
EMAIL ADDRESS:	jsilvia@saulinoandsilvia.com		
REASON FOR THIS REQUEST: <i>Check appropriate</i>			
<input type="checkbox"/>	ZONING BOARD OF APPEALS APPLICATION		
<input type="checkbox"/>	PLANNING BOARD APPLICATION		
<input type="checkbox"/>	CONSERVATION COMMISSION APPLICATION		
<input type="checkbox"/>	LICENSING BOARD APPLICATION		
<input checked="" type="checkbox"/>	OTHER (Please explain): SPECIAL PERMIT / CITY COUNCIL		

Once obtained, the Certified List of Abutters must be attached to this Certification Letter.

Submit this form to the Planning Division Room 303 in City Hall, 133 William Street. You, as applicant, are responsible for picking up and paying for the certified abutters list from the assessor's office (city hall, room #109).

Official Use Only:

As Administrative Assistant to the City of New Bedford's Board of Assessors, I do hereby certify that the names and addresses as identified on the attached "abutters list" are duly recorded and appear on the most recent tax.

Carlos Amado

Printed Name

Signature

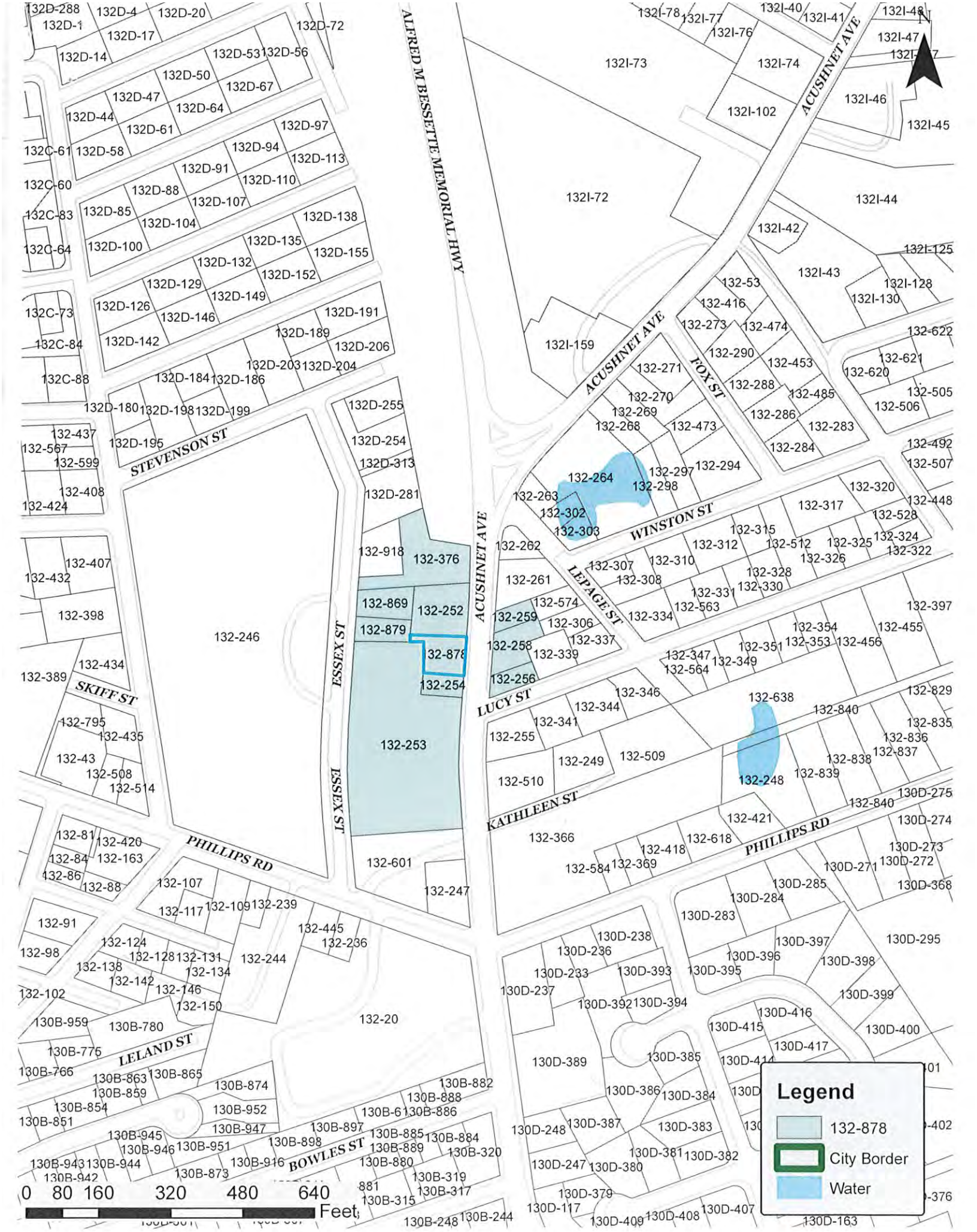
8/21/2018
Date

August 17, 2018
 Dear Applicant,

Please find below the List of Abutters within 300 feet of the property known as 3015 Acushnet Avenue Street (Map: 132, Lot:878). The current ownership listed herein must be checked and verified by the City of New Bedford Assessor's Office. Following said verification, the list shall be considered a Certified List of Abutters.

Please note that multiple listed properties with identical owner name and mailing address shall be considered duplicates and shall require only 1 mailing. Additionally, City of New Bedford-Owned properties shall not require mailed notice.

Parcel	Location	Owner and Mailing Address
132-254	3003 ACUSHNET AVE	TRIPP LEONARD A, 480 MAIN STREET ACUSHNET, MA 02743-1500
132-256	993 LUCY ST	HOPE DOROTHY A "TRUSTEE", HOPE NORMAN C "TRUSTEE" 993 LUCY STREET NEW BEDFORD, MA 02745
132-252	3021 ACUSHNET AVE	DALY/KENNEY GROUP REALTY LLC, P O BOX 51147 NEW BEDFORD, MA 02745
132-376	3033 ACUSHNET AVE	PARKER LUCILLE R, PARKER FAMILY REALTY TRUST (THE) <i>LA CYCLE CORP.</i> 3033 ACUSHNET AVE <i>249 State Rd.</i> NEW BEDFORD, MA 02745 <i>N. Dartmouth MA 02747</i>
132-879 <i>ES</i>	ESSEX ST	DALY/KENNEY GROUP REALTY LLC, P O BOX 51147 NEW BEDFORD, MA 02745
132-253	2981 ACUSHNET AVE <i>-3001</i>	TRIPP LEONARD A, 480 MAIN STREET ACUSHNET, MA 02743
132-878	3015 ACUSHNET AVE	CALCAP REALTY, LLC, 43 SYCAMORE LANE WESTPORT, MA 02790
132-259	3024 ACUSHNET AVE	ENOS ANDREA E., 3024 ACUSHNET AVE NEW BEDFORD, MA 02745
132-869 <i>ES</i>	ESSEX ST	DALY/KENNEY GROUP REALTY LLC, P O BOX 51147 NEW BEDFORD, MA 02745
132-258	3020 ACUSHNET AVE	ROBALLO K-C, ROBALLO MARY K 3020 ACUSHNET AVENUE NEW BEDFORD, MA 02745



Legend

- 132-878
- City Border
- Water

0 80 160 320 480 640 Feet

IX. HOMEOWNER LICENSE EXEMPTION

Supplement #1

The current exemption for "homeowner" was extended to include owner-occupied dwellings of two units or less and to allow such homeowners to engage an individual for hire who does not possess a license, provided that the owner acts as supervisor. (State Building Code Section 110.5)

DEFINITION OF HOMEOWNER:

Person(s) who own a parcel of land on which he/she resides or intends to reside, on which there is, or is intended to be, a one to two family dwelling, attached or detached structures accessory to such use and /or farm structures. A person who constructs more than one home in a two-year period shall not be considered a homeowner. Such "homeowner shall submit to the Building Official, on a form acceptable to the Building Official, that he/she shall be responsible for all such work performed under the building permit. (Section 110.5)

The undersigned "homeowner assumes responsibility for compliance with the State Building Code and other applicable codes, ordinance, rules and regulations, and will comply with the City of New Bedford Building Department minimum inspection procedures and requirements.

HOMEOWNERS SIGNATURE Kenneth Rapin

X. CONSTRUCTION DEBRIS DISPOSAL

Supplement #2

In accordance with provisions of Massachusetts General Law C40, S54, debris resulting from this work shall be disposed of in a properly licensed solid waste disposal facility as defined by Massachusetts General Law C111 S150A

The debris will be disposed of in: Grades Disposal 781 Church St. NB MA 02745
(Location of Facility)

Signature of Permit Applicant Kenneth Rapin

Date 7-6-18

XI. HOME IMPROVEMENT CONTRACTOR LAW AFFIDAVIT

(Residential Use Only) Supplement to Permit Application

Supplement #3

MGLc. 142 A requires that the "reconstruction, alteration, renovation, repair, modernization, conversion, improvement, removal, demolition, or construction of an addition to any pre-existing owner-occupied building containing at least one but not more than four dwelling units... or to structures which are adjacent to such residence of building" be conducted by registered contractors, with certain exceptions, along with other requirements.

Type of Work: Change of Tenant (Garage - No Alterations) Est. Cost 0

Address of Work: 3015 Acushnet Ave New Bedford

Owner Name: Kenneth Rapin Date of Permit Application: _____

I hereby certify that: Registration is not required for the following reason(s):

_____ Work excluded by law _____ Job under \$1,000 _____ Building not owner-occupied _____ Owner obtaining own permit

Other (specify) _____

Notice is hereby given that:

OWNERS OBTAINING THEIR OWN PERMIT OR EMPLOYING UNREGISTERED CONTRACTORS FOR APPLICABLE HOME IMPROVEMENT WORK DO NOT HAVE ACCESS TO THE ARBITRATION PROGRAM OF GUARANTY FUND UNDER MGLC. 142A.

signed under penalties of perjury:

I hereby apply for a permit as the agent of the owner:

Date _____ Contractor Signature _____ Registration No. _____

OR: Notwithstanding the above notice, I hereby apply for a permit as the owner of the above property:

Date 7-6-18 Owner Signature Kenneth Rapin

XII. BUILDING COMMISSIONERS REVIEW COMMENTS AND CONDITIONS

C. Building Permit Rejected Special Permit City Council
Reason For Rejection: " See Attachments "

Fee _____
Permit # _____

Comments and Conditions:

Signed James J. Romanowicz Date: July 12 2018
Title Building Commissioner

Not valid unless signed (not stamped) by Building Commissioner



CITY OF NEW BEDFORD
JONATHAN F. MITCHELL, MAYOR

DEPARTMENT OF INSPECTIONAL SERVICES
133 WILLIAM STREET – ROOM 308
NEW BEDFORD, MA 02740

New Bedford Comprehensive Zoning Code Review Code of Ordinances – Chapter-9

3015 Acushnet Avenue – PLOT: 132 – LOT: 878 – ZONED DISTRICT: MUB

Special Permit Required from the City Council

Zoning Code Review as follows:

Special Permit

City Council

❖ SECTION

- 2200 – Use Regulations
- 2210 – General
- 2230 – *Table of Principal Use Regulations – Appendix A*
 - *Commercial - #18. Motor vehicle sales and rental*
 - *Commercial - #19. Motor Vehicle General Repairs*
 - *Commercial - #21. Motor vehicle light service*
- 5300-5330 & 5360-5390 – *Special Permit*

2200. - USE REGULATIONS.

2210. General. No structure shall be erected or used or land used except as set forth in Section 2230, "Table of Use Regulations", unless otherwise provided by this Ordinance or by statute. Uses not expressly provided for herein are prohibited. Not more than one principal structure shall be placed on a lot, except in accordance with Section 2330.

Symbols employed below shall mean the following:

Y - A permitted use.

N - An excluded or prohibited use.

BA - A use authorized under special permit from the Board of Appeals as provided under Section 5300.

CC - A use authorized under special permit from the City Council as provided under Section 5300.

PB - A use authorized under special permit from the Planning Board as provided under Section 5300.

2220. **Applicability.** When an activity might be classified under more than one of the following uses, the more specific classification shall govern; if equally specific, the more restrictive shall govern.

2230. Table of Use Regulations. See Appendix A.

(Ord. of 12-23-03, § 1)



City of New Bedford, Massachusetts
 Building Department
 Application for Plan Examination
 and Building Permit

FOR BUILDING DEPT. USE

DATE RECEIVED: _____

RECEIVED BY: 08/2013

ISSUED BY:

By Matthew S. [Signature]

IMPORTANT — COMPLETE ALL ITEMS — MARK BOXES WHERE APPLICABLE — PRINT

Permit No. _____
 Completion Date _____

(AT LOCATION) 3015 Acushnet Ave
 (NO.) (STREET)

BETWEEN _____ AND _____
 (CROSS STREET) (CROSS STREET)

PLOT _____ LOT _____ DISTRICT _____ ACCEPTED STREET _____

PLANS FILED YES NO

II. TYPE AND COST OF BUILDING — all applicants complete parts A through D — PRINT

A. TYPE OF IMPROVEMENT Garage - Change of

- 1 New Building No Alteration - Tenant
- 2 Addition (If residential, enter number of new housing units added, if any, in Part D, 14)
- 3 Alteration (if residential, enter number of new housing units added, if any, in Part D, 14)
- 4 Repair, replacement
- 5 Demolition (If multifamily residential, enter number of units in building in Part D, 14, if non-residential, indicate most recent use checking D-18 - D-32)
- 6 Moving (relocation)
- 7 Foundation only

D.1 PROPOSED USE — For demolition most recent use

- | | |
|--|--|
| <i>Residential</i> | <i>Nonresidential</i> |
| 13 <input type="checkbox"/> One family | 19 <input type="checkbox"/> Amusement, recreational |
| 14 <input type="checkbox"/> Two or more family — Enter number of units _____ | 20 <input type="checkbox"/> Church, other religious |
| 15 <input type="checkbox"/> Transient hotel, motel, or dormitory — Enter number of units _____ | 21 <input type="checkbox"/> Industrial |
| 16 <input type="checkbox"/> Garage | 22 <input type="checkbox"/> Parking garage |
| 17 <input type="checkbox"/> Carport | 23 <input type="checkbox"/> Service station, repair garage |
| 18 <input type="checkbox"/> Other — Specify _____ | 24 <input type="checkbox"/> Hospital, institutional |
| | 25 <input type="checkbox"/> Office, bank, professional |
| | 26 <input type="checkbox"/> Public utility |
| | 27 <input type="checkbox"/> School, library, other educational |
| | 28 <input type="checkbox"/> Stores, mercantile |
| | 29 <input type="checkbox"/> Tanks, towers |
| | 30 <input type="checkbox"/> Funeral homes |
| | 31 <input type="checkbox"/> Food establishments |
| | 32 <input type="checkbox"/> Other — Specify _____ |

B. OWNERSHIP

- 8 Private (individual, corporation, nonprofit institution, etc.)
- 9 Public (Federal, State, or local government)

D.2. Does this building contain asbestos?

YES NO If yes complete the following:
 Name & Address of Asbestos Removal Firm:

Submit copy of notification sent to DEOE and the State Dept. of Labor & Industries and results of air sample analysis after asbestos removal is completed.

C. COST (Omit cents)

- 10 Cost of construction \$ _____
 To be installed but not included in the above cost
- a. Electrical
- b. Plumbing
- c. Heating, air conditioning
- d. Other (elevator, etc.)
11. TOTAL VALUE OF CONSTRUCTION
12. TOTAL ASSESSED BLDG. VALUE

D.3. Non-residential — Describe in detail proposed use of buildings, e.g., food processing plant, machine shop, laundry building at hospital, elementary school, secondary school, college, parochial school, parking garage for department store, rental office building, office building at industrial plant. If use of existing building is being changed, enter proposed use.

III. SELECTED CHARACTERISTICS OF BUILDING — For new buildings complete part E through L. For demolition, complete only parts G, H & I. For all others, (additions, alterations, repair, moving, foundation), complete E through L.

<p>E. PRINCIPAL TYPE OF FRAME</p> <p>33 <input type="checkbox"/> Masonry (wall bearing)</p> <p>34 <input type="checkbox"/> Wood frame</p> <p>35 <input type="checkbox"/> Structural steel</p> <p>36 <input type="checkbox"/> Reinforced concrete</p> <p>37 <input type="checkbox"/> Other — Specify _____</p>	<p>G. TYPE OF SEWAGE DISPOSAL</p> <p>43 <input type="checkbox"/> Public or private company</p> <p>44 <input type="checkbox"/> Private (septic tank, etc.)</p> <p>H. TYPE OF WATER SUPPLY</p> <p>45 <input type="checkbox"/> Public or private company</p> <p>46 <input type="checkbox"/> Private (well, cistern)</p>	<p>J. DIMENSIONS</p> <p>53 Number of stories _____</p> <p>54 Height _____</p> <p>55 Total square feet of floor area, all floors based on exterior dimensions _____</p> <p>56 Building length _____</p> <p>57 Building width _____</p> <p>58 Total sq. ft. of bldg. footprint _____</p> <p>59 Front lot line width _____</p> <p>60 Rear lot line width _____</p> <p>61 Depth of lot _____</p> <p>62 Total sq. ft. of lot size _____</p> <p>63 % of lot occupied by bldg. (58-62) _____</p> <p>64 Distance from lot line (front) _____</p> <p>65 Distance from lot line (rear) _____</p> <p>66 Distance from lot line (left) _____</p> <p>67 Distance from lot line (right) _____</p>
<p>F. PRINCIPAL TYPE OF HEATING FUEL</p> <p>38 <input type="checkbox"/> Gas</p> <p>39 <input type="checkbox"/> Oil</p> <p>40 <input type="checkbox"/> Electricity</p> <p>41 <input type="checkbox"/> Coal</p> <p>42 <input type="checkbox"/> Other — Specify _____</p>	<p>I. TYPE OF MECHANICAL</p> <p>Is there a fire sprinkler system?</p> <p>47 <input type="checkbox"/> YES 48 <input type="checkbox"/> NO</p> <p>Will there be central air conditioning?</p> <p>49 <input type="checkbox"/> Yes 50 <input type="checkbox"/> No</p> <p>Will there be an elevator?</p> <p>51 <input type="checkbox"/> Yes 52 <input type="checkbox"/> No</p>	

OTHER APPLICABLE REVIEWS

K. FLOODPLAIN

Is location within flood hazard area? yes no
 If yes, zone : _____ and base elevation _____

L. WETLANDS PROTECTION

Is location subject to flooding? _____
 Is location part of a known wetland? _____
 Has local conservation commission reviewed this site? _____

IV. IDENTIFICATION – ALL APPLICANTS – PLEASE PRINT

OWNER OR LESSEE NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
<i>Kenneth Lopez</i>	<i>23 Thomas Hill Rd Acushnet MA</i>	<i>01913</i>	<i>508-863-3122</i>
E-mail Address:			
CONTRACTOR NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
		LICENSE #	
E-mail Address:			
ARCHITECT NAME	MAILING ADDRESS	ZIP CODE	TELEPHONE NO.
		LICENSE #	
E-mail Address:			
SIGNATURE OF OWNER	APPLICANT SIGNATURE	DATE	
<i>Kenneth Lopez</i>	<i>Kenneth Lopez</i>	<i>7-6-12</i>	

Omission of reference to any provision shall not nullify any requirement of this code nor exempt any structure from such requirement.

The applicants understands and warrant that they will comply with all pertinent federal and state statutes, local ordinances and all federal, state, and local regulations, including those of the Architectural Barriers board, Department of Environmental Protection Agency and may be forwarded for review to all pertinent local city agencies which may express specific concerns. It is understood that the issuance of a permit shall not serve as an acceptance or acknowledgment of compliance nor exempt any structure from such requirement. The permit shall be a license to proceed with the work and shall not be construed as authority to violate, cancel, or set aside any of the provisions of the State Building Code or local code of ordinances, except as specifically stipulated by modification or legally granted variation in accordance with Section 122.0 of State Building Code or local code of ordinances.

I have read the above and sign under pain and penalty of perjury as to the truth of all of the information and statements contained in sections I through IV of this application.

Kenneth Lopez *23 Thomas Hill Rd Acushnet*
 Applicant's Signature Address City

V. OTHER JURISDICTION APPROVALS AND NOTIFICATION

APPROVAL	CHECK	DATE OBTAINED	BY
Electrical			
Plumbing			
Fire Department			
Water			
Planning			
Conservation			
Public Works			
Health			
Licensing			
Other			

VI. ZONING REVIEW

DISTRICT: _____ USE: _____

FRONTAGE: _____ LOT SIZE: _____

SETBACKS: _____

FRONT: _____ LEFT SIDE: _____ RIGHT SIDE: _____ REAR: _____

PERCENTAGE OF LOT COVERAGE PRIMARY BUILDING _____

VARIANCE HISTORY _____

VII. WORKER'S COMPENSATION INSURANCE AFFIDAVIT

I, AWC - 400-7034829-2017A
 (licensee/permittee) with a principal place of business/residence at:

(City/State/Zip) do hereby certify, under the pains and penalties of perjury, that:

I am an employer providing worker's compensation coverage for my employees working on this job.

 Insurance Company Policy Number

I am a sole proprietor and have no one working for me.

I am a sole proprietor, general contractor, or homeowner and have hired the contractors listed below who have the following worker's compensation insurance policies:

 Name of contractor Insurance Company/policy number

 Name of contractor Insurance Company/policy number

I am a homeowner performing all the work myself.

NOTE: Please be aware that while homeowners who employ persons to do maintenance, construction or repair work on a dwelling of not more than three units in which the homeowner also resides or on the grounds appurtenant thereto are not generally considered to be employers under the Workers' Compensation Act (GL. C. 152, sect. 1(5)), application by a homeowner for a license or permit may evidence the legal status of an employer under the Workers' Compensation Act.

I understand that a copy of this statement will be forwarded to the Department of Industrial Accidents' Office of Insurance for coverage verification and that failure to secure coverage as required under Section 25A of MGL 152 can lead to the imposition of criminal penalties consisting of a fine of up to \$1500.00 and/or imprisonment of up to one year and civil penalties in the form of a Stop Work Order and a fine of \$100.00 a day against me.

Signed this 6 day of July, 2018

Location: 3015 ACUSHNET AVE

Parcel ID: 132 878

Zoning: MUB

Fiscal Year: 2018

Current Sales Information:

Sale Date:

08/05/2004

Sale Price:

\$164,000.00

Card No. 1 of 1

Legal Reference:

7107-125

Grantor:

BOULOS, YOUHANNA

Current Owner Information:

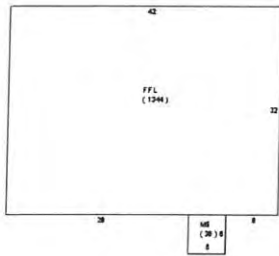
CALCAP REALTY, LLC

43 SYCAMORE LANE

WESTPORT, MA 02790

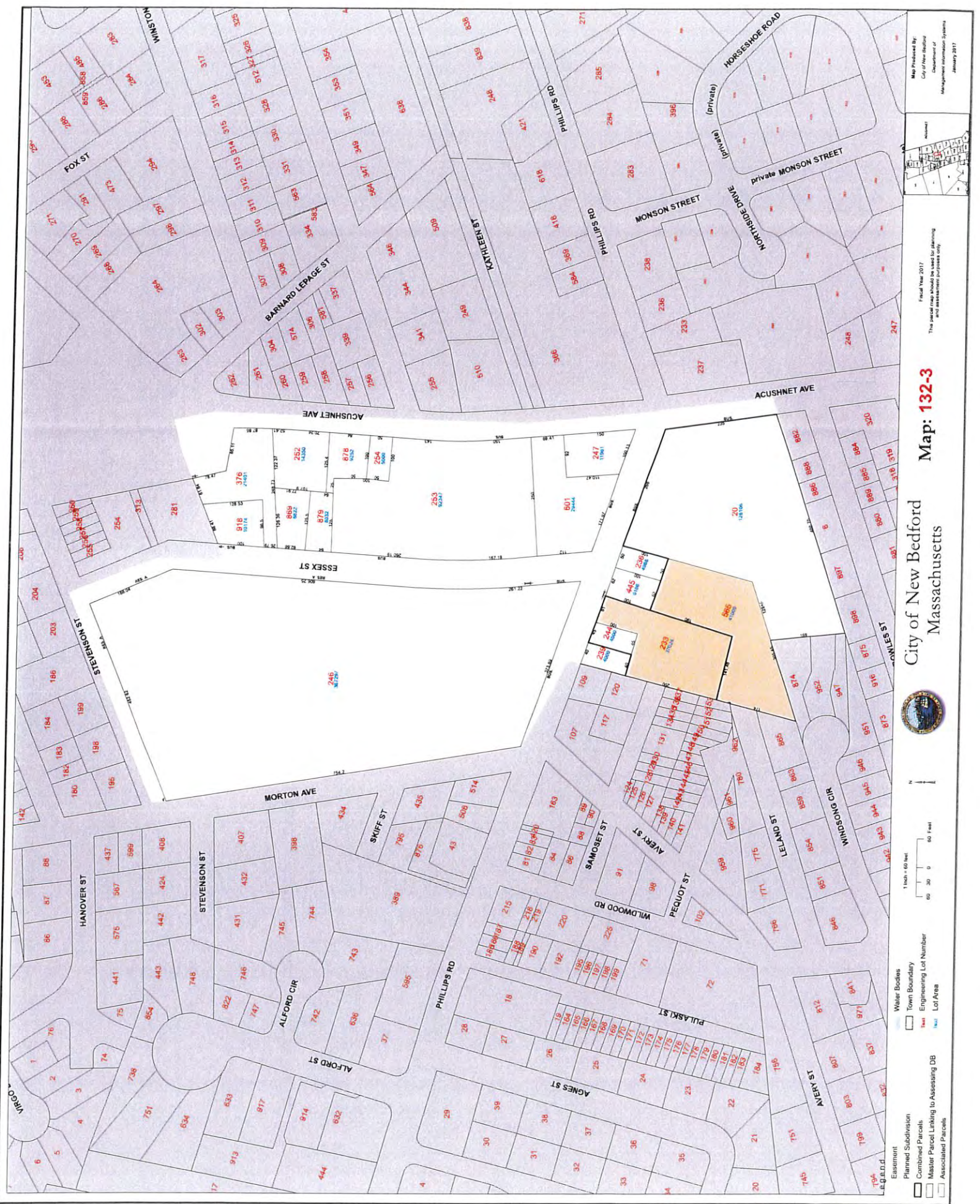
This Parcel contains 0.21 acres of land mainly classified for assessment purposes as AUTOREP with a(n) AUTO SERVICE style building, built about 2005, having Stucco exterior, Metal and Tin roof cover and 1344 Square Feet, with 1 unit(s), total room(s), total bedroom(s) 0 total bath(s), 0 3/4 baths, and 1 total half bath(s).

Building Value:	Land Value:	Yard Items Value:	Total Value:
107700	146800	600	255100



Fiscal Year 2018		Fiscal Year 2017		Fiscal Year 2016	
Tax Rate Res.:	16.63	Tax Rate Res.:	16.69	Tax Rate Res.:	16.49
Tax Rate Com.:	35.65	Tax Rate Com.:	36.03	Tax Rate Com.:	35.83
Property Code:	332	Property Code:	332	Property Code:	332
Total Bldg Value:	107700	Total Bldg Value:	107700	Total Bldg Value:	111900
Total Yard Value:	600	Total Yard Value:	600	Total Yard Value:	700
Total Land Value:	146800	Total Land Value:	146800	Total Land Value:	152100
Total Value:	255100	Total Value:	255100	Total Value:	264700
Tax:	\$9,094.32	Tax:	\$9,191.25	Tax:	\$9,484.20

Disclaimer: Classification is not an indication of uses allowed under city zoning. This information is believed to be correct but is subject to change and is not warranted.



Map Prepared By:
 City of New Bedford
 Department of
 Management Information Systems
 January 2017



Fiscal Year 2017
 This parcel map should be used for planning
 and assessment purposes only.

Map: **132-3**

City of New Bedford
 Massachusetts

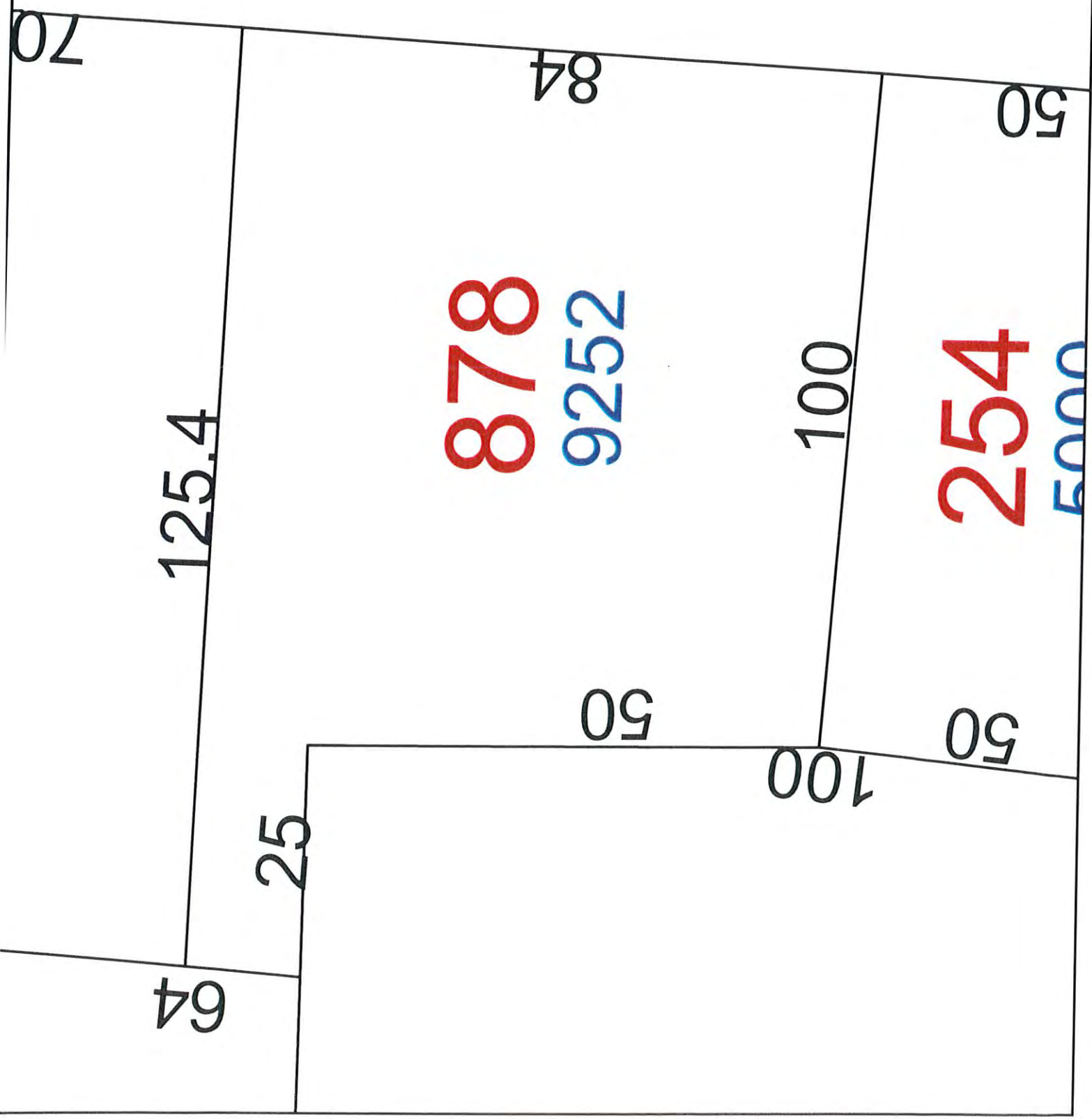


1 inch = 60 feet
 60 30 0 60 feet

Water Bodies
 Town Boundary
 Engineering Lot Number
 Lot Area

Planned Subdivision
 Combined Parcels
 Master Parcel Linking to Assessing DB
 Associated Parcels

ACQUISITION





3 total car sales

Know All Men By These Presents That I, Youhanna Boulos

of New Bedford, Bristol County, Massachusetts,

~~being unincorporated~~, for consideration paid \$ 164,000.00

grant to Calcap Realty, LLC, a Massachusetts limited liability company
of 15 Ruby Court, Dartmouth, Bristol County,
Massachusetts 02747

ØX

with ~~quitclaim covenants~~

the land in NEW BEDFORD, Bristol County, Massachusetts, with the buildings thereon,
bounded and described as follows:

(Description and encumbrances, if any)

Beginning at the northeast corner of the land to be conveyed at the southeast
corner of other land now or formerly of Alfred F. Moura, Trustee, and at a point in
the west line of Acushnet Avenue;

thence S 03° 46' 51" W 84 feet to a land now or formerly of Leonard Tripp;

thence by last named land N 86° 11' 49" W 100 feet to a concrete bound at
land now or formerly of said Leonard Tripp;

thence still by last named land N 03° 49' 11" E 50 feet to a point for corner;

thence still by last named land N 86° 07' 30" W 25.00 feet to still other land
now or formerly of Alfred F. Moura, Trustee;

thence by last named land N 03° 39' 35" E 34.01 feet to the first named land
now or formerly of Alfred F. Moura, Trustee;

thence by last named land S 86° 10' 34" E 125.40 feet to the said west line
of Acushnet Avenue and the place of beginning.

Containing 9,252 square feet of land.

Being Lot 252B as shown on a Plan of land in New Bedford, MA drawn for Sylvia
F. Boldiga Trust dated August 18, 1999 recorded in Plan Book 143, Page 47 of the
Bristol County S. D. Registry of Deeds.

Being the same premises conveyed to me by deed of Nabih Hamdan dated March
4, 2004 and recorded in said Registry, Book 6828, Page 251.

This conveyance is made subject to current real estate taxes which the grantee
assumes and agrees to pay.

3015 Acushnet Avenue

REG OF DEEDS
REG #07
BRISTOL S

08/05/04 12:05 PM 01
000000 #0672

FEE \$747.84

CASH \$747.84

Witness . . . my hand and seal this . . . 5th . . . day of . . . August, 2004 . . . ~~XX~~

Frank M. [Signature]
Witness

Youhanna Boulos
Youhanna Boulos

The Commonwealth of Massachusetts

On this 5th Bristol ss. New Bedford ~~XX~~
day of August, 2004, before me, the undersigned notary public.

~~They~~ personally appeared the above named Youhanna Boulos, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding instrument, which was a Massachusetts drivers license

and acknowledged the foregoing instrument to be his free act and deed

before me

[Signature]
Notary Public — ~~Public Notary~~
Murray J. Lukoff
My Commission expires 12/11/2009

ATTN: JUNE SMITH (4) PAGES

CALCAP REALTY, LLC
42 Sycamore Lane
Westport, MA 02790

Re: Application for Special Permit
3015 Acushnet Avenue, New Bedford, MA

To Whom it may Concern:

CalCap Realty, LLC is the owner of the land with the buildings thereon situated at 3015 Acushnet Avenue, New Bedford, Massachusetts, where Quick Lanes, Inc., doing business as Shell Rapid Lube, operates an automobile service center. CalCap Realty, LLC has entered into a purchase and sale agreement to sell the real estate at 3015 Acushnet Avenue, New Bedford, Massachusetts, to Kenneth J. Rapoza of 23 Thomas Hill Road, Acushnet, Massachusetts, or a nominee owned and/or controlled by him.

J.R.'s Superlube, Inc., an entity owned and controlled by Kenneth J. Rapoza is making application to the New Bedford City Council for a special permit to operate an automobile service center at 3015 Acushnet Avenue in New Bedford, Massachusetts. CalCap Realty, LLC, the owner of the property at 3015 Acushnet Avenue, New Bedford, Massachusetts, hereby assents to the Application for Special Permit being filed by J.R.'s Superlube, Inc. with the New Bedford City Council.

Dated: July 28, 2018

CalCap Realty, LLC

By: Joseph R. Capelo
Joseph R. Capelo, Manager

By: Antonio R. Caldera
Antonio R. Caldera, Manager

**QUICK LANES, INC.
d/b/a Shell Rapid Lube
3015 Acushnet Avenue
New Bedford, Massachusetts 02745**

Re: Application for Special Permit
3015 Acushnet Avenue, New Bedford, MA

To Whom it may Concern:

Quick Lanes, Inc., d/b/a Shell Rapid Lube, operates an automobile service center at 3015 Acushnet Avenue in New Bedford, Massachusetts. Quick Lanes, Inc. has entered into a purchase and sale agreement to sell all of the business assets of Quick Lanes, Inc. to Kenneth J. Rapoza of 23 Thomas Hill Road, Acushnet, Massachusetts, or a nominee owned and/or controlled by him.

J.R.'s Superlube, Inc., an entity owned and controlled by Kenneth J. Rapoza is making application to the New Bedford City Council for a special permit to operate an automobile service center at 3015 Acushnet Avenue in New Bedford, Massachusetts. Quick Lanes, Inc., d/b/a Shell Rapid Lube, which currently holds a special permit for the operation of an automobile service center at 3015 Acushnet Avenue, New Bedford, Massachusetts, hereby assents to the Application for Special Permit being filed by J.R.'s Superlube, Inc. with the New Bedford City Council.

Dated: July 18, 2018

Quick Lanes, Inc., d/b/a Shell Rapid Lube

By: Joseph R. Capelo
Joseph R. Capelo, President

By: Antonio R. Caldera
Antonio R. Caldera, Treasurer

EXTENSION OF TIME FOR PERFORMANCE

PROPERTY: 3015 Acushnet Avenue, New Bedford, Massachusetts

BUYER: Kenneth J. Rapoza

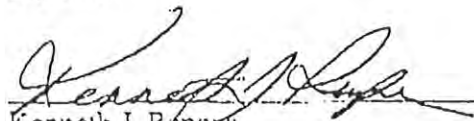
SELLER: CalCap Realty, LLC

DATE: July 27, 2018

The time for the performance as set forth in Section 6(a) of that certain Real Estate Purchase and Sale Agreement dated as of May 11, 2018 (the "Agreement"), by and between CalCap Realty, LLC, a Massachusetts limited liability company, as Seller, and Kenneth J. Rapoza, an individual, as Buyer, for the real property located at 3015 Acushnet Avenue, New Bedford, Bristol County, Massachusetts, is extended from July 31, 2018 to **NOVEMBER 15, 2018**.

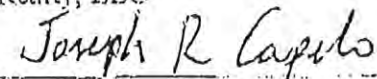
Time still being of the essence of the Agreement, as extended. In all other respects, the Agreement is hereby ratified and confirmed.

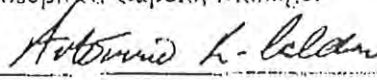
BUYER:


Kenneth J. Rapoza

SELLER:

CalCap Realty, LLC

By: 
Joseph R. Capelo, Manager

By: 
Antonio R. Caldera, Manager

EXTENSION OF CLOSING DATE

PROPERTY: Automobile service center named "Shell Rapid Lube" and certain business assets located at 3015 Acushnet Avenue, New Bedford, Massachusetts

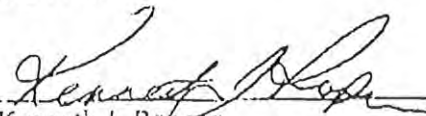
BUYER: Kenneth J. Rapoza

SELLER: Quick Lanes, Inc.

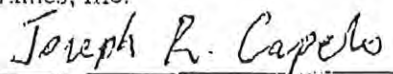
DATE: July ~~31~~²⁷, 2018

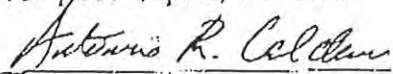
The date for Closing, as set forth in Section 10 of that certain Asset Purchase and Sale Agreement dated as of May 11, 2018 (the "Agreement"), by and between Quick Lanes, Inc., a Massachusetts corporation, as Seller, Kenneth J. Rapoza, an individual, as Buyer, and Joseph R. Capelo and Antonio R. Caldera, both individuals, as the Officers, Directors and Shareholders of the Seller, with respect to the conveyance of the Business Assets (as more particularly defined in the Agreement), is extended from July 31, 2018 to **NOVEMBER 15, 2018**.

Time still being of the essence of the Agreement, as extended. In all other respects, the Agreement is hereby ratified and confirmed.


BUYER:


 Kenneth J. Rapoza

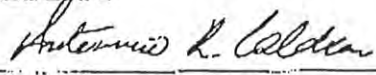
SELLER:
 Quick Lanes, Inc.
 By: 

 Joseph R. Capelo, President
 By: 

 Antonio R. Caldera, Treasurer

CAPELO:


 Joseph R. Capelo, individually

CALDERA:


 Antonio R. Caldera, individually

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made this 11 day of May, 2018 (the "Effective Date"), by and between CALCAP REALTY, LLC, a Massachusetts Limited Liability Company with its principal office at 43 Sycamore Lane, Westport, Massachusetts 02790 (hereinafter referred to as "Seller") and KENNETH J. RAPOZA of 23 Thomas Hill Road, Acushnet, MA 02743, or a nominee owned and/or controlled by the foregoing (hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain Property (as hereinafter defined) located at 3015 Acushnet Avenue, New Bedford, Bristol County, Massachusetts; and

WHEREAS, Seller desires to sell said Property, and Buyer desires to buy said Property upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the respective agreements and mutual promises hereinafter set forth, Seller and Buyer hereby agree as follows:

1. Property Included in Sale.

Seller hereby agrees to sell, assign and convey to Buyer, and Buyer hereby agrees to purchase from Seller, the following:

(a) approximately .21 acres of land located at and commonly known as 3015 Acushnet Avenue, New Bedford, County of Bristol, Massachusetts (New Bedford Assessor's Plat 132, Lot 878), and more particularly described on Exhibit A attached hereto (the "Land");

(b) All improvements and fixtures located on the Land, including, without limitation, a certain building containing approximately 1,344 square feet of space as well as any other buildings and structures presently located on the Land, and all apparatus, equipment and appliances used in connection with the operation or occupancy of and located at the Land such as heating and air conditioning systems and facilities used to provide any utility services, ventilation, or other services on the Land, but excluding the property of occupants and tenants of the Land (collectively, the "Improvements");

(c) All of the interest of Seller, if any, in any rights, profits, privileges and easements appurtenant to the Land and/or the Improvements, including any easements,

rights of way or other appurtenances used in connection with the beneficial use and enjoyment of the Land (collectively, the "Appurtenances");

(d) All tangible personal property located on or in the Land and Improvements and related thereto and used in conjunction with the operation thereof (collectively the "Personal Property"), including, without limitation, those items, if any, which are described in Exhibit B, but excluding the property of occupants and tenants of the Land; and

(e) All right and interest of Seller under any assignable contracts and any warranties and guaranties (express or implied) issued to Seller in connection with the Improvements or the Personal Property, all assignable existing permits, regulatory approvals, other approvals and authorizations issued by any governmental authority in connection with the Property and all other intangible personal property rights now or hereafter owned by Seller and used in the ownership, use, operation and enjoyment of the Land (the foregoing, collectively, the "Intangible Property").

All of the items referred to in paragraphs 1(a), 1(b), 1(c), 1(d), and 1(e) above are hereinafter collectively referred to as the "Property."

2. Deposits.

JRC
AAL
W

(a) Buyer paid an initial deposit of Five Thousand (\$5,000.00) Dollars upon the execution of a Letter of Intent dated April 27, 2018 for both the Property and for the assets of the business known as "Quick Lanes, Inc." of which Three Thousand One Hundred Twenty-five (\$3,125.000) Dollars has been allocated as an initial deposit for the Property;

(b) Buyer has contemporaneously with the execution and delivery of this Agreement paid a further deposit in the amount of Twenty-One Thousand Eight Hundred Seventy-five (\$21,875.00) Dollars.

All funds deposited or paid by the Buyer shall be held in a non-interest bearing escrow account by Halloran, Lukoff, Smith & Tierney, P.C. of 432 County Street, New Bedford, Massachusetts, Attorney for Seller, as "Escrow Agent" subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the Time for Performance. If a dispute arises between the Buyer and Seller concerning to whom escrowed funds should be paid, the Escrow Agent may retain all escrowed funds pending written instructions mutually given by the Buyer and the Seller. The Escrow Agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds so long as Escrow Agent serves in good faith, and Buyer and Seller each agree to hold harmless Escrow Agent for damages, losses or expenses arising out of this Agreement or any action or

failure to act, including reasonable attorney's fees, related thereto..

3. Purchase Price.

(a) The Purchase Price of the Property is Five Hundred Thousand and 00/100 (\$500,000.00) Dollars which Buyer hereby agrees to pay at the Time for Performance (collectively the "Purchase Price").

(b) The Purchase Price shall be paid as follows:

(i) The Deposit totaling Twenty-Five Thousand (\$25,000.00) Dollars shall be applied against the Purchase Price at the Time for Performance (hereinafter defined); and

(ii) At the Time for Performance Buyer shall pay in cash, by certified , cashiers', treasurer's, Attorney's IOLTA or bank check drawn on an FDIC insured bank, or by wire transfer of immediately available federal funds, an amount equal to the difference between the Purchase Price and the aggregate of (a) the Deposit and (b) an amount equal to the sum of any other credits accruing to Buyer and/or any amounts due to Seller under Section 9 hereof and any other applicable provision of this Agreement (the "Remaining Cash Payment").

4. Title to the Property

(a) At the Time for Performance, Seller shall convey to Buyer the Land, Improvements and Appurtenances by a good and sufficient quitclaim deed (the "Deed"), running to Buyer, or to the nominee designated by the Buyer by written notice to the Seller at least seven (7) days before the Deed is to be delivered as herein provided, and said Deed shall convey a good and clear record and marketable title thereto, subject only to the following:

(i) Real estate taxes assessed on the Land, Improvements and Appurtenances which are not yet due and payable;

(ii) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;

(iii) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;

(iv) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Property as now used;

(v) Utility easements in the adjoining ways; and

(vi) Matters that would be disclosed by an accurate survey of the Land, Improvements and Appurtenances.

If the Deed refers to a plan needed to be recorded with it, at the Time for Performance the Seller shall deliver the plan with the Deed in proper form for recording or registration.

(b) Buyer's obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring Buyer's title to the Land, Improvements and Appurtenances without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by subparagraph 4 (a) of this Agreement. The premium for such title insurance shall be paid by the Buyer.

(c) At the Time for Performance, (i) by bill of sale substantially in the form of Exhibit C (the "Bill of Sale"), Seller shall transfer to Buyer the Personal Property, (ii) by an instrument of assignment and assumption substantially in the form of Exhibit D, (the "Assignment of Intangibles"), Seller shall transfer to Buyer the Assumed Contracts, Warranties and Guaranties (as hereinafter defined), and all other Intangible Property.

(d) The Buyer shall have the right to accept such title to the Property as the Seller can deliver at the Time for Performance and if extended, shall have such right at the Time for Performance. The Buyer shall also have the right to accept the Property in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of Buyer's decision to accept the Property and title, the Seller shall convey title and deliver possession. Acceptance of a Deed by the Buyer or Buyer's nominee, if any, shall constitute full performance by the Seller and shall be deemed to release and discharge the Seller from every duty and obligation set forth in this Agreement, except any duty or obligation of the Seller that the Seller has agreed to perform after the Time for Performance.

5. Buyer's Inspection Rights.

(a) Buyer's obligations under this agreement are subject to the right of the Buyer to obtain, at Buyer's own expense, an inspection of the Property by an engineer, surveyor and/or consultant of Buyer's own choosing on or before June 11, 2018, provided that any 21E inspections by Buyer shall be limited to a Phase I Environmental Site Assessment. The Buyer and the engineer, surveyor and/or consultant shall have the right of access to the Property at reasonable times for purposes of surveying, analyzing, and/or inspecting the said Property. If the Buyer is not satisfied with the results of such survey, analysis, and/or inspection, this agreement may be terminated by the Buyer at the Buyer's sole option without legal or equitable recourse to either party, the parties hereby releasing

each other from all liability under this agreement, and the deposit shall be returned to the Buyer, provided, however, that the Buyer shall have notified Seller in writing on or before 5:00 p.m. on June 12, 2018 of his exercise of such option.

(b) From and after the date of the execution hereof by both Buyer and Seller and notwithstanding any term or provision herein contained to the contrary, Seller shall afford authorized representatives of Buyer reasonable access to the Property for the purposes of satisfying Buyer with respect to title and other inspections and reviews and to allow Buyer to interview and consult with any tenants, occupants and contractors under any Leases and Service Contracts. Such access shall be at the sole risk of Buyer, Buyer agreeing to repair any damage caused by their negligence and to indemnify and hold harmless Seller for any liability resulting therefrom.

6. Time for Performance.

(a) The SELLER shall deliver the Deed and the BUYER shall pay the balance of the purchase price at 2 o'clock P.M. on the 31st day of July, 2018 at the Bristol County (S.D.) Registry of Deeds, or at such other time and place as is mutually agreed in writing. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the Deed and other documents required by this Agreement are recorded at the Time for Performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). Seller's attorney or other escrow agent shall disburse funds after 2:00 p.m. on the next business day following the date for performance, provided the recording attorney has not reported a problem outside the recording attorney's control.

(b) At the Time for Performance Seller shall deliver the following, each of which shall be a condition to Buyer's obligation to purchase the Property at the Time for Performance:

- (i) The Deed as required by paragraph 4(a) above;
- (ii) The Bill of Sale and all other documents required under the terms of the Asset Purchase and Sale Agreement for purchase by Buyer from Quick Lanes, Inc. of the business assets of Quick Lanes, Inc.;
- (iii) The Bill of Sale for personal property included in the sale hereunder;
- (iv) Originals of all Assumed Contracts (as defined in Section 7(b)

hereof), and any warranties ("Warranties") or guarantees ("Guarantees") received by Seller from any contractors, subcontractors, suppliers or materialmen in connection with construction of the Improvements, with all assignment fees and charges, if any, having been paid by Seller;

(v) A duly executed counterpart of the Assignment of Intangibles;

(vi) A duly executed counterpart of a Closing Statement in form and content reasonably satisfactory to Buyer and Seller;

(vii) Certificate of Seller that all of the representations and warranties of Seller set forth in Section 7 of this Agreement are and remain true and are remade as of the Time for Performance;

(viii) Any other documents, instruments or agreements called for hereunder which have not previously been delivered; and

(ix) Such certifications and documents as may customarily and reasonably be required by the Buyer's attorney, Buyer's lender, Buyer's lender's attorney or any title insurance company insuring the Buyer's title to the Property, including, without limitation, certifications and documents relating to: (A) the creation of mechanic's or materialmen's liens; (B) financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (C) the citizenship and residency of SELLER as required by law; and (D) information required to permit the closing agent to report the transaction to the Internal Revenue Service.

Buyer may waive compliance on Seller's part under any of the foregoing items by an instrument in writing.

(c) At the Time for Performance, Buyer shall deliver to Seller the following:

(i) The Purchase Price;

(ii) The purchase price and all documents required under the terms of the Asset Purchase and Sale Agreement for purchase by Buyer from Quick Lanes, Inc. of the business assets of Quick Lanes, Inc.;

(iii) A duly executed counterpart of the Closing Statement;

(iv) A Certificate of Buyer certifying that all action necessary has been taken, and that Buyer is duly and validly authorized to enter into this Agreement and to

perform and consummate the transactions contemplated herein;

(v) A duly executed counterpart of the Assignment of Intangibles;

(vi) Certificate of Buyer that all of the representations and warranties of Buyer set forth in Section 8 of this Agreement are and remain true and are remade as of the date of the Time for Performance;

(vii) Such additional documents, instruments, agreements, certificates and waivers as Buyer's title insurer may reasonably request to transfer title to the Real Property to Buyer.

Seller may waive compliance on Buyer's part under any of the foregoing items by an instrument in writing.

(d) If the Seller cannot convey title as required by this Agreement or cannot deliver possession of the Property as agreed, or if at the Time for Performance the Property does not conform with the requirements set forth in this Agreement or the Buyer is unable to obtain title insurance in accordance of subparagraph 4(b), upon written notice given no later than the Time for Performance from either party to the other, the Time for Performance shall be automatically extended for thirty (30) days, except that if Buyer's mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the Time for Performance set forth in paragraph 6 shall be extended to one business day before expiration of the mortgage commitment. Seller shall use reasonable efforts to make the title conform or to deliver possession as agreed, or to make the Property conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the Seller has actual knowledge at the time of signing this Agreement, the Seller shall not be required to incur costs or expenses totaling in excess of one-half (1/2) of one percent of the purchase price to make the title or the Property conform or to deliver possession as agreed. Seller shall remove all voluntary liens which secure payment of money. If at the expiration of the Time for Performance, or if there has been an extension, at the expiration of the Time for Performance as extended, the Seller, despite reasonable efforts, cannot make the title or Property conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the Seller has been unable to use proceeds from an insurance claim, if any, to make the Property conform, then, at the Buyer's election, any payments made by the Buyer pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the Buyer and Seller shall terminate and this Agreement shall automatically become void and neither the Buyer nor Seller shall have further recourse or remedy against the other.

7. Representations and Warranties of Seller.

Seller represents and warrants for the benefit of Buyer, the following facts are true, complete and correct and will be true, complete and correct as of the Time for Performance:

(a) All the documents executed by Seller which are to be delivered to Buyer prior to or at the Time for Performance are and at the Time for Performance will be duly authorized, executed and delivered by Seller, will be legal, valid and binding obligations of Seller and will be sufficient to convey title (if they purport to do so), and do not and at the Time for Performance will not violate any provisions of any applicable law or any agreement to which Seller is a party or to which Seller or its property is subject or bound.

(b) Except for those Service Contracts which the Buyer expressly agrees in writing to assume (such Service Contracts, the "Assumed Contracts"), at the Time for Performance there will be no outstanding service contracts, construction contracts, maintenance contracts, leasing commission contracts, employment contracts, management contracts or any other contract made by Seller or binding upon Buyer with respect to the Property (collectively the "Service Contracts") which have not been terminated and fully paid (unless otherwise agreed to in writing by Buyer), and Seller shall cause to be discharged all mechanics or materialmen's liens arising from any labor or materials furnished to the Property prior to the Time for Performance.

(c) There are no leases, occupancy agreements, license agreements, or any agreement granting any party any right to use or occupy any portion of the Property.

(d) The execution of the documents contemplated by this Agreement at the Time for Performance will not violate or result in any default under any contract, agreement or instrument to which Seller is a party or by which Seller or its property is bound, nor violate or conflict with any other restriction of any kind or character to which Seller or its property is subject, and no consent or approval of any party or any consent, Regulatory Approval, approval, authorization or declaration of any governmental authority, bureau or agency is or will be required in connection with the execution and delivery of such documents except such as shall have been executed and delivered to Buyer.

(e) Seller has no knowledge of any litigation or material claims or causes of action, or any government proceeding or inquiry, whether pending or threatened, concerning Seller or the Property or any portion thereof.

(f) Seller has not received a notice or request from any insurance company or Board of Fire Underwriters (or organizations exercising functions similar thereto) requesting the performance of any work or alteration with respect to the Property.

(g) Seller has received no notice that Seller or the Property is in violation of any zoning, building, health, traffic, environmental, flood control, or other applicable laws, regulations, ordinances and rulings of any local, state or federal authorities or governmental entities having jurisdiction over the Property, and Seller has no knowledge of any such violation.

(h) No assessments for public improvements have been made against the Property which are unpaid, including, without limitation, those for construction of sewer or water lines, streets, sidewalks or curbs.

(i) All of the representations and warranties of Seller set forth in this Section 7 shall survive the Time for Performance, and in the event any breach of the foregoing representations and warranties, Buyer shall have the right to bring an action against Seller for such breach at any time prior to the first (1st) anniversary of the Time for Performance.

8. Representations and Warranties of Buyer.

Buyer hereby represents and warrants to Seller that this Agreement and all documents executed by Buyer which are to be delivered to Seller at the Time for Performance, are and will be duly authorized, executed and delivered by Buyer and are, and at the Time for Performance will be, legal, valid and binding obligations of Buyer and do not, and at the Time for Performance will not, violate any provisions of any agreement to which Buyer is a party and that neither the execution nor the delivery of this Agreement nor the consummation of the transactions contemplated hereby will constitute a violation or default under any term or provision of the Articles of Organization or Operating Agreement of Buyer.

9. Apportionments.

The following are to be apportioned as of 12:01 A.M., on the date of the Time for Performance on the basis of a 365-day year:

(a) Real and Personal Property Taxes. Real and Personal Property taxes for the current year and assessments, if any, shall be apportioned between the parties as of 12:01 A.M. on the date of the Time for Performance. If the amount of said taxes or assessments is not known at such time, they shall be apportioned on the basis of the preceding year. Such taxes and/or assessments shall be reapportioned as soon as the new rate or valuation can be ascertained. Within ten (10) days after such reapportionment, if any, Seller shall notify Buyer of such reapportionment in writing, and Seller or Buyer, as the case may be, shall, within ten (10) days of the date of such notice, remit to the other the amount owed as a result of such reapportionment. Tax liens, taxes, assessments and special charges,

if any, for prior years, which are a lien upon or otherwise relate to the ownership or operation prior to the Time for Performance of the sale of the Property, shall be paid by Seller at or prior to the Time for Performance.

(b) Water, Sewer and Utility Charges. All water, sewer and utility charges shall be apportioned as of 12:01 A.M. on the date of the Time for Performance. If such apportionment cannot be calculated accurately at that time, the same shall be calculated within thirty (30) days after the Time for Performance and either party owing the other party a sum of money based on such subsequent apportionment shall promptly pay said sum to the other party.

(c) Operating Expenses. All expenses normal to the operation and maintenance of the Property not otherwise addressed herein, including without limitation, fuel in any tank, annual permit or inspection fees, insurance premiums (as to those policies, if any, which Buyer determines will be continued after the Time for Performance) and service contracts which Buyer assumes, shall be apportioned as of 12:01 A.M. on the date of the Time for Performance. If such apportionment cannot be calculated accurately at that time, the same shall be calculated within thirty (30) days after the Time for Performance and either party owing the other party a sum of money based on such subsequent appointment shall promptly pay such sum to the other party.

10. Payment of Costs.

(a) Seller shall pay: the recording fees for discharges or releases of any liens or encumbrances required to be discharged or released prior to the transfer of the Property to Buyer, Seller's attorneys' fees incurred in connection with this transaction, and the deed stamp excise tax payable upon execution and recording of the Deed.

(b) Buyer shall pay: all title abstracting costs, costs incurred in connection with the preparation of a preliminary title insurance binder and with the title insurance policy and survey, title insurance premium, fees for recording of the Deed conveying title to Buyer and Buyer's attorneys' fees incurred in connection with this transaction.

(c) All other closing costs shall be adjusted between Buyer and Seller in accordance with standard conveyancing practices in the municipality in which the Property is located.

11. Indemnification.

Each party hereby agrees to indemnify the other party and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from any

misrepresentation or breach of warranty or breach of covenant made by such party in this Agreement or in any document, certificate or exhibit given or delivered to the other pursuant to or in connection with this Agreement, pursuant to the terms and/or unless otherwise set forth herein.

12. Loss by Fire or other Casualty; Condemnation.

In the event that, prior to the Time for Performance, the Property, or any part thereof, is destroyed or damaged such that Buyer's estimate of the cost to repair such destruction or damage reasonably exceeds Ten Thousand Dollars (\$10,000.00), or if condemnation proceedings are commenced against any portion of the Property, Buyer shall have the right, exercisable by giving notice of such decision to Seller within fifteen (15) days after receiving written notice of such damage, destruction or condemnation proceedings, to terminate this Agreement, in which case the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations hereunder. If Buyer elects to accept the Property in its then condition, all proceeds of insurance or condemnation awards payable to Seller by reason of such damage, destruction, or condemnation shall be paid or assigned to Buyer upon payment to Seller of the Remaining Cash Payment. In the event that the cost to repair the destruction or damage to the Property is equal to or less than Ten Thousand Dollars (\$10,000.00) and Seller is unwilling to repair or replace same, Buyer shall accept the Property in its then condition and proceed with the purchase as herein provided, in which case Buyer shall be entitled to a reasonable reduction of the Purchase Price to the extent of the cost of repairing such damage or replacing the damaged property exceeds the amount of any insurance proceeds plus the amount of any applicable deductible or condemnation awards paid to Buyer by Seller.

13. Possession.

Full possession of the Property, free of all tenants and occupants is to be delivered at the Time for Performance, said Property to be then (a) in the same condition as they are now, subject to the terms of Section 12 hereof and reasonable use and wear thereof, and (b) in compliance with any applicable easement, covenant or restriction of record and all applicable laws.

14. Maintenance of and Insurance upon the Property.

Between the time of Seller's execution of this Agreement and the Time for Performance, Seller shall; (a) maintain the Property in the same order, condition, and repair as is consistent with its past practices, reasonable wear and tear and damage by casualty excepted; (b) operate the Property in the same manner as before the making of this Agreement, the same as though Seller were retaining the Property; and (c) keep the Property insured, at its expense, against fire and other extended coverage perils as presently insured.

15. Miscellaneous.

(a) Notices. Unless otherwise specifically set forth herein, any notice to be given hereunder shall be in writing and signed by the parties or the parties' attorneys and shall be deemed to have been given (i) when delivered in hand; or (ii) when received if mailed by certified mail, postage prepaid; or (iii) when sent by email or telefax with confirmation copy mailed first class mail:

, In the case of Buyer to:

Kenneth J. Rapoza
23 Thomas Hill Road
Acushnet, MA 02743

With copy to Attorney:

Joseph H. Silvia, Esquire
Saulino & Silvia, P.C.
550 Locust Street
Fall River, MA 02720
Tel: (508) 675-7770
Fax: (508) 675-7771
E-Mail: jsilvia@saulinoandsilvia.com

In the case of Seller to:

CalCap Realty, LLC
43 Sycamore Lane
Westport, MA 02790

With copy to:

Attorney June A. Smith
Halloran, Lukoff, Smith & Tierney, P.C.
432 County Street
New Bedford, MA 02740
Tel. (508) 999-1332
Fax (508) 990-7235
Email: jsmith@hlspc.com

(b) Brokers and Finders. Neither Buyer nor Seller has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finders' fee as a procuring cause of the sale contemplated herein. In the event that any broker or finder claims a commission or finder's fee based upon any such contact, dealings, or communication, the party through which the broker or finder makes its claim shall be solely responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same. Each party shall hold the other harmless from and against any and all claims, losses, costs, damages, liabilities or expenses, including, without limitation, reasonable attorneys' fees arising out of any claim for broker/finder fees. The terms and provisions of this paragraph shall indefinitely survive termination of this Agreement or the Time for Performance.

(c) Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and assigns. Without being relieved of any liability under this Agreement, Buyer reserves the right to take title to the Property in a name other than that of Buyer or to assign its rights under this Agreement.

(d) Amendments and Termination. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(e) Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the Time for Performance; shall be deemed to be material; and shall survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title for a period of twelve (12) months.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

(g) Merger of Prior Agreements. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein.

(h) Enforcement. In the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses

incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

(i) Remedies. If Seller shall tender the Deed, Bill of Sale and all other closing documents required by this Agreement in compliance with its obligations hereunder and all conditions precedent to Buyer's obligations have been satisfied, performed or waived by Buyer and if Buyer shall fail or refuse to close title as required by the terms of this Agreement or if Buyer is otherwise in default hereunder so that Seller has the right to refuse to close this transaction, Seller shall have the right to retain the Deposit, which shall be Seller's sole and exclusive remedy at law or in equity. If Seller shall default in any of its obligations hereunder, the Deposit shall be returned to Buyer and Buyer may seek each and every remedy allowed under the law of the Commonwealth of Massachusetts, including the right to bring a suit for specific performance or other equitable relief.

(j) Time of Essence. Time is of the essence in this Agreement. No waiver of any breach or default by any party hereto shall be considered to be a waiver of any other or subsequent breach or default.

(k) Waiver of Trial by Jury. Buyer and Seller hereby knowingly and voluntarily waive any rights to request or require trial by jury in any proceeding for any legal or equitable remedy, or in any action based, in whole or in part, on failure of performance or other default under this Agreement.

(l) Exhibits and Schedules. All Exhibits and Schedules referred to in this Agreement shall be deemed to be attached hereto and made a part hereof.

16. Title to Real Estate.

To enable Seller to make the conveyance as herein provided, Seller may at the Time for Performance use the Purchase Price or any portion thereof to clear the title of the Property of any or all encumbrances or interests, provided that all instruments so procured are recorded prior to or the recording thereof is assured (via affirmation title insurance or otherwise) at the recording of the Deed for the Property.

17. Business Day

In the event that the date for delivery of any notice or the performance by any party of any obligation of such party under this Agreement, including, without limitation, the expiration date of the Inspection Period or the Time for Performance, shall occur on a Saturday, Sunday or other legal holiday recognized in Massachusetts or the municipality or

county in which the Property is located (a "Non-business Day"), the time for delivery of such notice or performance of such obligation shall be the next day which is not a Non-business Day (a "Business Day").

18. Confidentiality

From the Effective Date through the earlier of the Time for Performance or the termination of this Agreement, both parties agree to hold all information relative to the proposed transaction, including, without limitation, the existence of negotiations between the parties, in strict confidence unless disclosure of the same is required by law. Notwithstanding the foregoing, Buyer and Seller may discuss the proposed transactions at any time with Buyer's staff, potential lenders and/or equity participants and their attorneys and professional advisors, and with other persons or advisors on a "need to know" basis. Buyer may discuss the proposed transactions with municipal, state and federal governmental and regulatory officials with respect to providing information to Buyer relative to the Property.

19. Agreement Conditioned on Purchase of Assets of Quick Lanes, Inc.

The parties hereto agree and acknowledge that the transaction contemplated hereunder is dependent upon the Buyer, or his nominee, simultaneously purchasing the business assets of Quick Lanes, Inc. pursuant to the terms of a certain Asset Purchase and Sale Agreement of even date. If the Buyer shall fail to purchase the business assets of Quick Lanes, Inc. simultaneously with the purchase of the Property hereunder, all obligations hereunder shall cease, this Agreement shall become null and void, and all Deposits made hereunder shall be forthwith returned to Buyer. Further, should Buyer exercise any right hereunder to terminate this Agreement, such exercise of termination shall also be deemed a termination of the Asset Purchase and Sale Agreement for the business assets of Quick Lanes, Inc.

20. Financing Contingency. In order to help finance the acquisition of the property the Buyer shall apply for a conventional commercial bank or other institutional mortgage loan of \$400,000.00 at prevailing rates, terms and conditions. If despite the Buyer's diligent efforts a commitment for such loan cannot be obtained or before the expiration of sixty (60) days from the Effective Date of this Agreement, the Buyer may terminate this Agreement by written notice to the Seller prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void and without recourse to the parties hereto. In no event will the Buyer be deemed to have used diligent efforts to obtain such commitment unless the Buyer submits a complete loan application conforming to the foregoing provisions within fourteen days of the Effective Date of this Agreement.

ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement ("Agreement") is made this // day of May, 2018, by and among QUICK LANES, INC., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, doing business as "Shell Rapid Lube", and having a principal place of business at 3015 Acushnet Avenue, New Bedford, Massachusetts (the "Seller"); KENNETH J. RAPOZA of 23 Thomas Hill Road, Acushnet, Massachusetts 02743, or a nominee owned and/or controlled by the foregoing (the "Buyer"); and Joseph R. Capelo ("Capelo") and Antonio R. Caldera ("Cardera"), the officers, directors and shareholders of the Seller.

BACKGROUND:

WHEREAS, the Seller owns and operates an automobile service center under the name "Shell Rapid Lube" at 3015 Acushnet Avenue, New Bedford, Massachusetts (the "Business"); and

WHEREAS, the Buyer desires to purchase, and the Seller desires to sell, certain assets of the Business; and

WHEREAS, following the Purchase the Buyer desires to continue to operate the Business at its current location at 3015 Acushnet, Massachusetts, which is the subject of a separate Real Estate Purchase and Sale Agreement between Calcap Realty, LLC, as the seller, and Buyer as the buyer (hereinafter the "Real Estate Purchase and Sale Agreement"); and

WHEREAS, Seller, Capelo and Caldera have agreed to enter into a Non-Competition Agreement whereby they will agree that they will not compete with the Business for a period of five (5) years following the Closing within a ten (10) mile radius of the Business premises.

NOW THEREFORE, in consideration of the mutual representations, warranties and covenants herein contained, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT:

1. **SALE AND PURCHASE OF ASSETS.** Subject to the terms of this Agreement, Buyer will at the Closing (hereinafter defined) acquire from the Seller, and the Seller will at the Closing transfer and convey to Buyer, the following assets, properties and rights of the Seller:

(a) All of the tangible and intangible assets of the Seller used or useful in the Business (with the exception of the excluded assets hereinafter defined), including, but not limited to all furniture, fixtures, equipment and supplies; diagnostic machinery and computers and any right, title or interest in any license for any software used to operate or otherwise installed in the foregoing; work in progress; customer information; goodwill; leasehold improvements; prepaid expenses; contract rights; to the extent assignable, any and all business names owned or controlled by the Seller or its stockholders relating to the Business; and all existing signage, telephone and facsimile numbers of the Business (collectively, the "Business Assets").

At the Closing, Seller shall take all reasonably necessary steps to put Buyer in possession of the Business Assets consistent with normal and customary industry standards, free and clear of any and all liens and encumbrances of any nature whatsoever, and Seller shall deliver to Buyer such duly executed transfer documentation as Buyer shall reasonably request to evidence the transfer of the Business Assets.

2. **EXCLUDED ASSETS.** There shall be excluded from the Business Assets being sold and transferred hereunder the Seller's cash, cash equivalents, bank deposits, accounts receivable accrued by Seller prior to the Closing Date, accounts payable, all personal pictures and certificates and all rights to or claims for refunds, overpayments or rebates of taxes paid by Seller relating to periods ending on or prior to the Closing, and Seller's Inventory (Inventory to be purchased separately as set forth in subparagraph 6 (b)).

3. **FREE OF ENCUMBRANCES.** The within sale and transfer of the Business Assets to Buyer shall, at the time of Closing, be free and clear of all obligations, security interests, liens and encumbrances whatsoever. Seller shall pay prior to or concurrent with Closing, all sums needed to enable Seller to transfer the Business Assets to Buyer free from all debts, liens or other encumbrances.

4. **NO ASSUMPTION OF LIABILITIES.** The Buyer is not assuming, undertaking, incurring, paying or discharging any indebtedness, liabilities or obligations of the Seller of any kind, nature or description, whether fixed or contingent, known or unknown.

5. **DEPOSITS.**

(a) Buyer paid an initial deposit of Five Thousand and no/100 (\$5,000.00) Dollars upon his execution of a Letter of Intent dated April 27, 2018 for the purchase of both the Business Assets and the real estate at 3015 Acushnet Avenue in New Bedford, Massachusetts which is the subject of the Real Estate Purchase and Sale Agreement, of which One Thousand Eight Hundred Seventy-five and no/100 (\$1,875.00) Dollars has been allocated as an initial deposit for the Business Assets;

(b) Buyer has contemporaneously with the execution and delivery of this Agreement paid a further deposit in the amount of Thirteen Thousand One Hundred Twenty-five and no/100 (\$13,125.00) Dollars.

All funds deposited or paid by the Buyer shall be held in a non-interest bearing escrow account by Halloran, Lukoff, Smith & Tierney, P.C. of 432 County Street, New Bedford, Massachusetts, Attorney for Seller, as "Escrow Agent" subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the Closing. If a dispute arises between the Buyer and Seller concerning to whom escrowed funds should be paid, the Escrow Agent may retain all escrowed funds pending written instructions mutually given by the Buyer and the Seller. The Escrow Agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds so long as Escrow Agent serves in good faith, and Buyer and Seller each agree to hold harmless Escrow Agent for damages, losses or expenses arising out of this Agreement or any action or failure to act, including reasonable attorney's fees, related thereto.

6. PURCHASE PRICE.

(a) The Purchase Price for the Business Assets is Three Hundred Thousand and no/100 (\$300,000.00) Dollars, plus the value of the Inventory as determined in accordance with the provisions set forth in subparagraph 6 (b) (collectively the "Purchase Price").

(b) At the Closing the Buyer shall purchase the Seller's Inventory of oil, oil filters, fuel filters, air cleaners, transmission fluid, antifreeze, power-steering fluid, brake fluid, windshield wiper fluid and other inventory items of the Business. At the close of business on the day prior to the Closing, both Buyer and representatives of Seller shall mutually conduct a physical inventory of the oil, oil filters, fuel filters, air cleaners, transmission fluid, antifreeze, power-steering fluid, brake fluid, windshield wiper fluid and other inventory items of the Business then on hand using the Seller's cost as the valuation

(c) The Purchase Price shall be paid as follows:

(i) The Deposits shall be applied against the Purchase Price at the Closing (hereinafter defined); and

(ii) At the Closing Buyer shall pay in cash, by certified, cashier's, treasurer's, Attorney's IOLTA or bank checks drawn on an FDIC insured bank, or by wire transfer of immediately available federal funds, an amount equal to the difference between the Purchase Price and the aggregate of (a) the Deposit and (b) an amount equal to the sum of any other credits accruing to Buyer and/or any amounts due

to Seller under paragraph 7 hereof and any other applicable provision of this Agreement (the "Remaining Cash Payment").

(d) The Purchase Price shall be allocated among the Business Assets in the manner set forth on the Allocation Schedule attached hereto as Exhibit 6 (d), and such allocation shall be the allocation which is used by the parties in preparing (i) IRC Form 8594 (Asset Acquisition Statement), and (ii) all tax returns. Buyer and Seller shall each file IRC Form 8594 with their federal income tax returns for the tax period which includes the Closing date. All allocations made pursuant to this subparagraph 6(d) shall be binding upon the parties and upon each of their successors and assigns, and the parties shall report the transaction herein in accordance with such allocation.

7. **ADJUSTMENTS TO THE PURCHASE PRICE.** At the Closing there shall be adjustments to the Purchase Price for the following:

(a) As credits to Seller, prepaid amounts to suppliers for services to be delivered or rendered under contracts or other agreements after the date of Closing, provided said contracts or other agreements are assignable;

(b) As credits to Buyer, the prepaid amount received on any contract, including gift certificates, for which goods and/or services are to be delivered after the date of the closing;

(c) Electricity and phone service will not be interrupted, except the name of the account shall be changed. The Seller will be responsible for payment of utility services up through the day prior to Closing. The Buyer will be responsible for payment for utility services on and after the day of Closing. Adjustments between the Buyer and Seller will be made accordingly for the utility bills which are received after the day of the Closing;

(d) As credits to Seller, or Buyer, as the case may be, adjustment for licensing fees, personal property taxes and similar items. The Seller will be responsible for payment off all such items accrued to the day prior to the Closing, and the Buyer will be responsible for payment for all such items accrued on and after the day of Closing.

8. **BUYER'S INSPECTION.** The Buyer's obligations under this Agreement are subject to the right of the Buyer to obtain, at Buyer's own expense, an inspection of the Business Assets being purchased hereunder by Buyer or a consultant of Buyer's own choosing on or before June 11, 2018. The Buyer and/or consultant shall have the right of access to the business premises at Buyer's sole risk and hazard at reasonable times for the purpose of inspecting the Business Assets. If the Buyer is not satisfied with the results of such inspection, this Agreement may be terminated by the Buyer at Buyer's sole option without legal or equitable recourse to either party, the parties hereby releasing each other from all liability under the Agreement, and any deposits shall be returned to the Buyer, provided, however, that the Buyer shall have notified Seller in writing on or before 5:00

p.m. on June 12, 2018 of his exercise to terminate the Agreement. Unless this Agreement is so terminated on or before 5:00 p.m. on June 12, 2018, the Buyer shall be deemed to have waived any objections on account of the condition of the Business Assets being purchased hereunder.

The Buyer's obligations under this Agreement are also subject to the right of the Buyer, either alone or with his certified public accountant, on or before June 11, 2018, to examine Seller's books of account and business and financial records and make extracts from them. Buyer and/or his CPA shall sign a Non-Disclosure/Confidentiality Agreement prior to any such inspection. Such inspection shall be at the business premises and shall be conducted during regular business hours. If the Buyer is not satisfied with his review of Seller's books of account and business and financial records, this Agreement may be terminated by the Buyer at Buyer's sole option without legal or equitable recourse to either party, the parties hereby releasing each other from all liability under the Agreement, and any deposits shall be returned to the Buyer, provided, however, that the Buyer shall have notified Seller in writing on or before 5:00 p.m. on June 12, 2018 of his exercise to terminate the Agreement. Unless this Agreement is so terminated on or before 5:00 p.m. on June 12, 2018, the Buyer shall be deemed to have waived any objections on account of the Seller's books of account and business and financial records.

9. CONTINGENCY ON SALE OF PREMISES AT 3015 ACUSHNET AVENUE, NEW BEDFORD, MASSACHUSETTS. The parties hereto agree and acknowledge that the transaction contemplated hereunder is dependent upon the Buyer, or his nominee, simultaneously purchasing the commercial real estate at 3015 Acushnet Avenue in New Bedford, Massachusetts from Calcap Realty, LLC pursuant to the terms of the Real Estate Purchase and Sale Agreement of even date. If the Buyer shall fail to purchase the real estate at 3015 Acushnet Avenue, New Bedford, Massachusetts simultaneously with the purchase of the Business Assets hereunder, all obligations hereunder shall cease, this Agreement shall become null and void, and all Deposits made hereunder shall be forthwith returned to Buyer. Further, should Buyer exercise any right hereunder to terminate this Agreement, such exercise of termination shall also be deemed a termination of the Real Estate Purchase and Sale Agreement for 3015 Acushnet Avenue, New Bedford, Massachusetts.

10. CLOSING. The Closing ("Closing") shall be held at the Bristol County (S.D.) Registry of Deeds, or at such other location that shall be agreed upon in writing between the parties, at 2:00 p.m. on July 31, 2018. **TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT.**

11. FINANCING CONTINGENCY. In order to finance the acquisition of the Business assets hereunder the Buyer shall forthwith apply for a conventional commercial loan in the amount of Two Hundred Forty Thousand and no/100 (\$240,000.00) Dollars at prevailing commercial terms, conditions and rates. If despite Buyer's diligent efforts a commitment for such loan cannot be obtained within sixty (60) days from the date of this

Agreement, the Buyer may terminate this Agreement by giving written notice to the Seller on or before the 61st day following the date of this Agreement, whereupon any deposits made hereunder shall be forthwith returned to Buyer and all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. In no event will the Buyer be deemed to have used diligent efforts to obtain such commitment unless the Buyer submits a complete loan application conforming to the foregoing provisions within fourteen days of the date of this Agreement.

12. **NON-COMPETITION AGREEMENT.** The parties hereto agree and acknowledge that the transaction contemplated hereunder is dependent upon Seller, Capelo and Caldera, jointly and severally, entering into a Non-Competition Agreement containing the following terms and conditions:

(a) For a period of five (5) years from the Closing, neither Seller nor Capelo nor Caldera will operate a business in competition with the Business of the Seller as currently conducted within a ten (10) square mile radius of the Seller's present location at 3015 Acushnet Avenue in New Bedford, Massachusetts.

(b) In the event of a breach of any covenant contained in the Non-Competition Agreement, the Buyer shall be entitled to an injunction restraining such breach in addition to any other remedies provided by law or equity.

13. **SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller represents and warrants to Buyer as of the date hereof and as of the Closing as follows:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts.

(b) Seller has full power and authority to execute, deliver and perform this Agreement and any other agreement or document executed under or in connection with this Agreement; and has or will take all necessary action to authorize the execution, delivery and performance of this Agreement and any such other agreement or document contemplated or necessary for Closing. This Agreement constitutes, and any such other agreement or document when executed will constitute, the legal, valid and binding obligation of Seller enforceable against Seller.

(c) Neither the execution nor delivery of this Agreement nor the transactions contemplated herein, nor compliance with the terms and conditions of this Agreement will:

(i) contravene any provision of law or any statute, decree, rule or regulation binding upon Seller or contravene any judgment, decree, franchise, order or permit applicable to Seller; or

(ii) conflict with or result in any breach of any terms, covenants, conditions or provisions of, or constitute a default (with or without the giving of notice or passage of time or both) under any agreement or other instrument to which Seller is a party or by which it is bound, or result in the creation or imposition of any lien, security interest, charge or encumbrance upon any of the assets, rights, contracts or other property of Seller.

(d) All authorizations, consents or approvals of, or exemptions by, any governmental, judicial or public body or authority, required to authorize, or required in connection with (i) the execution, delivery and performance of this Agreement by Seller, or (ii) any of the transactions contemplated by this Agreement, or (iii) any of the certificates, instruments or agreements executed by Seller in connection with this Agreement, or (iv) the taking of any action by Seller, have been or at the Closing will have been obtained and as of the Closing will be in full force and effect.

(e) Since the dates of the Seller's financial statements provided by Seller to Buyer, there have been no material adverse changes in the business or financial condition of Seller and Seller has not incurred any additional obligations or liabilities except trade debts in the ordinary course of business.

(f) Seller has filed all tax returns that are required to have been filed and has paid or will pay and satisfy at Closing all taxes and interest and penalties, if any, which have been or will be required to be paid.

(g) There is no litigation or arbitration or administrative proceeding or claim asserted, pending or threatened respecting or involving Seller, the business of Seller or any of the Business Assets that would materially affect the value of the Business Assets.

(h) There is no order, writ, injunction or decree of any court, government or governmental agency or any arbitration award affecting Seller, the business of Seller or any of the Business Assets or other assets of Seller. Seller has conducted its business and operations in compliance with all applicable laws, rules, regulations and ordinances.

(i) Seller is the sole owner of the Business Assets and may sell the Business Assets to Buyer pursuant to this Agreement and vest in Buyer good and marketable title in and to the Business Assets without the consent or approval of any person, corporation, partnership, governmental authority or other entity except for the approvals required hereunder, which Seller will use its commercially reasonable efforts to obtain; Seller has not sold, transferred or assigned any of its rights in or to any of the Business Assets; the Business Assets are free and clear of any liens, claims, encumbrances and restrictions of any kind except for the approvals noted above.

(j) There are no other liabilities or obligations affecting the Business Assets except as disclosed herein.

(k) All inventory consists of a quality and quantity usable and salable in the ordinary course of business, and the inventory of the Seller to be delivered at the Closing will constitute sufficient quantities for the normal operation of the Business in accordance with past practice.

14. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents and warrants to Seller as follows:

(a) Buyer has full power and authority to execute, deliver and perform this Agreement and any other agreement or document executed under or in connection with this Agreement; and has or will take all necessary action to authorize the execution, delivery and performance of this Agreement and any such other agreement or document contemplated or necessary for Closing. This Agreement constitutes, and any such other agreement or document when executed will constitute, the legal, valid and binding obligation of Buyer enforceable against Buyer.

(b) Neither the execution nor delivery of this Agreement, nor the transactions contemplated herein, nor compliance with the terms and conditions of this Agreement will:

(i) contravene any provision of law or any statute, decree, rule or regulation binding upon Buyer or contravene any judgment, decree, franchise, order or permit applicable to Buyer; or

(ii) conflict with or result in any breach of any terms, covenants, conditions or provisions of, or constitute a default (with or without the giving of notice or passage of time or both) under any agreement or other instrument to which Buyer is a party or by which it is bound.

(iii) No authorization, consent or approval of, or exemption by, any governmental, judicial or public body or authority of or in Massachusetts is required to authorize, or is required in connection with (A) the execution, delivery and performance by Buyer of this Agreement, or (B) any of the transactions contemplated by this Agreement, or (C) any of the certificates, instruments or other agreements executed by Buyer in connection with this Agreement, or (D) the taking of any action by Buyer.

(c) There is no litigation or arbitration or administrative proceeding or claim asserted, pending or threatened against Buyer that could adversely restrict the ability of Buyer to consummate the transactions contemplated hereunder.

(d) No representation and warranty made by Buyer, nor any statement, document or certificate furnished by Buyer, contains or will contain any untrue statement of material fact or omits or will omit to state any material fact necessary to make the statement contained herein or therein not misleading.

15. **ACTIONS PENDING CLOSING.** Buyer and Seller agree that from the date hereof until the Closing Date:

(a) **Operations.** Seller will conduct the Business in the ordinary course of business and will not enter into any transaction or perform any act which could constitute a breach of the representations, warranties or covenants contained in this Agreement or which could materially affect the operation or value of the Business. Seller will pay its creditors consistent with its prior practice and course of dealing with respect to the paying of such creditors. Between the date of this Agreement and the Closing Date, Seller shall, except to the extent that Buyer shall otherwise consent in writing, use commercially reasonable efforts consistent with past practices (i) to preserve intact the present business organization of Seller, (ii) to keep available the services of its present officers, employees and consultants and (iii) to preserve its relationship with customers, suppliers and others having business relationships with Seller, to the end that the goodwill and ongoing business of Seller be unimpaired at the Closing.

(b) **Access to Records.** Upon the signing of a Non-Disclosure/Confidentiality Agreement, Seller will make available to Buyer and its agents, all of the books and records relating to the Business and Business Assets; provided, however, that said access shall be available at the Seller's principal place of business and only in the presence of Seller unless otherwise mutually agreed to by the parties.

(c) **Access to Facilities.** Buyer and its agents shall be given access, during regular business hours, to Seller's physical facilities at Buyer's sole risk and hazard. Seller and its employees shall cooperate fully with Buyer in its examination and inspection of the same.

(d) **Confidentiality.** All information and records of Seller and the business and assets disclosed to Buyer shall remain confidential and the sole property of the Seller until closing.

(e) **Employees.** Buyer shall have no obligation hereunder to employ any employee of Seller or to make any payment to any employee of Seller. Seller agrees that Buyer may employ any present or former employee of Seller whom Buyer wishes to employ on and after the Closing Date. Seller hereby waives all contractual or other rights it may have with respect to any such employee so as to permit Buyer to employ such employee for any job Buyer shall deem appropriate and without any conflicting obligation to Seller, and Seller shall cooperate with and assist Buyer in its efforts to employ particular employees of Seller. The employees who accept Buyer's offer of

employment and become employed by Buyer shall be referred to as "Transferred Employees." The Seller shall be responsible for all liabilities, obligations and commitments relating to (A) compensation of the Transferred Employees for periods prior to the Closing Date; and (B) payments attributable to any accrued and unpaid vacation, holidays and sick days to which the Transferred Employees are entitled with respect to all periods of service as of the Closing Date under any vacation, holiday, sick day or similar policy or practice of the Seller in effect immediately preceding the Closing Date.

16. **CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER.** The obligations of Buyer hereunder are subject to fulfillment prior to or at Closing of each of the following conditions:

(a) **No Material Errors.** The representations and warranties of Seller herein shall be true and correct in all material respects and Seller shall have performed all of the obligations to be performed by Seller in the time and manner herein stated.

(b) **Certificates of Good Standing and Tax Lien Waiver.** Seller shall at closing deliver to Buyer a Certificate of Good Standing from the Secretary of State's Office and the Massachusetts Department of Revenue and a tax lien waiver issued by the Massachusetts Department of Revenue. The Seller shall apply for a tax lien waiver within two weeks after the execution of this Agreement. In the event the Seller has not obtained a tax lien waiver by the time of Closing, this shall be an obligation of the Seller to obtain after the Closing. In the event that Seller is unable to obtain said waiver because of any unpaid tax liabilities, Seller shall pay said liabilities out of the proceeds hereof. If Seller knows of no reason why said waiver is delayed, Ten Thousand (\$10,000.00) Dollars of the Seller's proceeds shall be held in escrow until the Waiver is procured and Seller shall indemnify and hold Buyer harmless from and against any and all taxes due, together with all costs and expenss (including without limitation reasonable attorney's fees) of Buyer incurred or arising in connection therewith or in the enforcement of such indemnity. This indemnification shall survive the Closing.

(c) **Certified Copy of Resolutions.** Seller shall deliver to Buyer a copy of the resolutions adopted by Seller's Board of Directors and Shareholders, certified by Seller's secretary, authorizing the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.

(d) **Assumed Contracts Not in Default.** None of the agreements, contracts or commitments to be assumed by Buyer shall be in default as of the Closing and Seller shall have performed all obligations to be performed by it under such agreements, leases, contracts or commitments.

(e) **Injunctions.** No injunctions shall have been issued restricting or prohibiting the transaction contemplated by this Agreement.

(f) **Opinion of Seller's Counsel.** Seller shall have delivered to the Buyer the opinion of its counsel, dated as of the Closing, in form and substance satisfactory to Buyer and its counsel to the effect that:

(i) Seller is a duly and validly organized and existing corporation and is in good standing under the laws of the Commonwealth of Massachusetts with full corporate power to carry on the business in which it is engaged and is legally qualified to do business in the Commonwealth of Massachusetts.

(ii) the performance of this Agreement and the consummation of the transactions contemplated herein will not result in any breach or violation of any of the terms or provisions of, or constitute a default under Seller's Articles of Organization or By-Laws or subject to the obtaining of necessary consents, under any material guaranties, contracts, leases or any other agreement or instrument known to said counsel to which Seller is a party, by which it is bound or to which any of its property is subject; and

(iii) all requisite action has been taken by Seller for due authorization, execution, delivery and performance of this Agreement by Seller and this Agreement constitutes a legal and binding obligation of Seller, enforceable in accordance with its terms, except insofar as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the rights of creditors generally, provided, however, no opinion is given that any particular provision will be enforced by specific performance.

(g) **Other Matters.** All corporate and other proceedings and actions taken in connection with the transactions contemplated hereby and all certificates, opinions, agreements, instrument and documents mentioned herein or incident to any such transactions shall be reasonably satisfactory in form and substance to Buyer and its counsel.

(h) **Instruments of Transfer.** Seller shall have delivered to Buyer appropriate instruments of transfer, conveyance, sale and assignment in respect of the assets, consisting of bills of sale and assignments in such form and containing such terms and provisions as Buyer may reasonably request as shall be necessary to vest in Buyer all right, title and interest in and to the Assets being purchased hereunder free and clear of any and all encumbrances.

(i) **Non-Competition Agreement.** Buyer shall have received from the Seller, Capelo and Caldera an executed Non-Competition Agreement in accordance with the terms of Section 12 of this Agreement.

17. **CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER.** The obligations of Seller are subject to fulfillment by Buyer, prior to or at Closing of each of the following conditions:

(a) **No Material Error.** The representations and warranties of Buyer herein shall be true and correct in all material respects and Buyer shall perform all of the obligations to be performed by Buyer in the time and manner herein stated.

(b) **Injunctions.** No injunctions shall have been issued restricting or prohibiting the transactions contemplated by this Agreement.

(c) **Agreements and Covenants.** Buyer shall have performed in all material respects all of their agreements and covenants set forth herein that are required to be performed at or prior to the Closing.

(d) **Payment of Purchase Price.** Buyer shall have paid the Purchase Price in accordance with Section 6.

18. **INDEMNIFICATION**

(a) Seller shall indemnify and hold Buyer harmless with respect to all claims, losses, damages or expenses, including reasonable legal fees and other litigation expenses, arising from any act, error, omission or breach of Seller with respect to any Business Asset, representation, warranty covenant or other agreement hereunder arising prior to the Closing Date.

(b) Buyer shall indemnify and hold Seller and Seller's directors, officers, shareholders, agents and employees harmless with respect to all claims, losses, damages or expenses, including reasonable legal fees and other litigation expenses, arising from or relating to any act, error or omission of Buyer with respect to any Business Asset or its conduct of the business on or after the Closing Date or any other liability of Buyer with respect to any Business Asset after the Closing Date or for any breach of Buyer's representations, warranties or covenants made hereunder.

(c) Upon the payment of any indemnification hereunder, the indemnifying party shall be subrogated to, and/or shall be deemed to receive an assignment of, any and all rights of the indemnified party with respect to the subject matter which gave rise to the indemnification payment unless such subrogation and/or assignment would be inequitable to the indemnified party.

19. **COOPERATION.** Buyer and Seller shall cooperate with each other to facilitate the orderly transfer of the Business Assets to Buyer and payment of the Purchase Price, including but not limited to, certification, execution or transferring all

necessary documents and information to Buyer as may be reasonably required by Buyer. If any sum of money due to either party under the terms of this Agreement is paid to the other party in error, the party receiving the payment to which it is not entitled shall promptly account for and transfer such payment to the other party or to such other person who is legally entitled to the same.

20. **CONFIDENTIALITY.** Neither Seller nor Buyer will use, or willfully disclose to any person other than the other any information transferred hereunder as part of the Business Assets or any information pertaining to any non-public aspect of the Business Assets, except (i) with the prior written consent of the other party, or (ii) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction, in which event the disclosing party shall notify the other as promptly as practicable (and, if possible, prior to the making of such disclosure).

21. **SEVERABILITY/REFORMATION.** Should any provision of this Agreement be held unenforceable or invalid under applicable law, then the parties hereto agree that such provision shall be deemed reformed and modified for purposes of performance of this Agreement in such jurisdiction to the extent necessary to render it lawful and enforceable, or if such a reformation or modification is not possible without materially altering the intention of the parties hereto, then such provision shall be severed herefrom for purposes of performance of this Agreement in such jurisdiction. The validity of the remaining provisions of this Agreement shall not be affected by any such modification or severance, except that if any severance materially alters the intentions of the parties hereto as expressed herein (a modification being permitted only if there is no material alteration), then the parties hereto shall use commercially reasonable efforts to agree to appropriate equitable amendments to this Agreement in light of such severance, and if no such agreement can be reached within a reasonable time, any party hereto may initiate arbitration under the then current commercial arbitration rules of the American Arbitration Association to determine and effect such appropriate equitable amendments.

22. **WAIVER OF BREACH.** No waiver of either party of any breach of this Agreement by the other party shall be deemed to be a waiver of any other breach of the same or of any other provision.

23. **ENTIRE AGREEMENT AND AMENDMENT.** This written document expresses the entire purchase agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements or understandings concerning such subject matter. No amendment shall be valid unless it is in writing and signed by both of the parties hereto.

24. **NO BROKER.** Each party warrants to the other that they have retained no broker in connection with this transaction and each party hereby agrees to indemnify and save harmless the other party from and against all claims for commission, brokers'

fees or finders' fees made by any person actually retained by such party or with whom such party has dealt in connection with said property or this transaction.

25. **SURVIVAL.** Sections 3, 4, 12, 13, 14, and 20 hereof shall survive the Closing.

26. **THIRD-PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns and nothing herein expressed or implied shall give or be construed to give any person, other than the parties hereto and such successors and assigns, any legal or equitable rights hereunder. All references herein to the enforceability of agreements with third parties, or similar matters or statements, are intended only to allocate rights and risks between the parties and were not intended to be admissions against interests, give rise to any inference of proof of accuracy, be admissible against any party by any non-party, or give rise to any claim or benefit to any non-party other than as expressly stated herein. Neither party may assign this Agreement or any of its rights hereunder (other than, in the case of Seller, the right to receive payment of the Purchase Price), or delegate any of its obligations hereunder, without the prior written consent of the other party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors (by way of merger or acquisition) and assigns.

27. **EXPENSES.** All expenses incurred by each of the parties hereto in connection with or related to the authorization, preparation and execution of this Agreement and the closing of the transactions contemplated hereby, including, without limitation, all fees and expenses of agents, representatives, consultants, counsel and accountants employed by any such party, shall be borne solely by the party which has incurred such expense.

28. **NOTICE.** All notices, demands and requests of any kind which either party may be required or may desire to serve upon the other party hereto in connection with this Agreement shall be delivered only by courier or other means of personal service, which provides written verification of receipt, or by registered or certified mail return receipt requested (each, a "Notice"). Any such Notice delivered by registered or certified mail shall be deposited in the United States mail with postage thereon fully prepaid, or if by courier then deposited with the courier. All Notices shall be addressed to the parties to be served as follows:

If to Seller: Quick Lanes, Inc.
 3015 Acushnet Avenue
 New Bedford, MA 02740

With a copy to: June A. Smith, Esq.
 Halloran, Lukoff, Smith & Tierney, P.C.
 432 County Street

New Bedford, MA 02740
(508) 999-1332 (tel)
(508) 990-9235 (fax)
jsmith@hlspsc.com

If to Buyer: Kenneth J. Rapoza
23 Thomas Hill Road
Acushnet, MA 02743

With a copy to: Joseph H. Silvia, Esquire
Saulino & Silvia, P.C.
550 Locust Street
Fall River, MA 02720
Tel: (508) 675-7770
Fax: (508) 675-7771
E-Mail: jsilvia@saulinoandsilvia.com

Any of the parties hereto may at any time and from time to time change the address to which notice shall be sent hereunder by notice to the other parties given under this Section. All such notices, requests, demands, and other communications shall be effective when received at the respective address set forth above or as then in effect pursuant to any such change.

29. **GOVERNING LAW.** The internal laws of the Commonwealth of Massachusetts shall govern this Agreement without regard to principles of conflicts of laws.

30. **ARBITRATION.** In the event of any dispute under this Agreement (other than any dispute for which a party is entitled to seek injunctive relief under applicable law), such dispute shall be settled by arbitration conducted in Bristol County, Commonwealth of Massachusetts, in accordance with the commercial rules then in effect of the American Arbitration Association without regard to discovery provisions, and judgment upon any award may be entered in any court having jurisdiction thereof.

In the event of any arbitration, litigation or other proceedings between the parties, the prevailing party shall be entitled to recover its reasonable costs and expenses incurred in such arbitration, litigation or other proceedings, including its reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

QUICK LANES, INC.

By: Joseph R. Capelo
Joseph R. Capelo, President

By: Antonio R. Caldera
Antonio R. Caldera, Treasurer

BUYER:

Kenneth J. Rapoza
Kenneth J. Rapoza

CAPELO:

Joseph R. Capelo
Joseph R. Capelo, Individually

Antonio R. Caldera
Antonio R. Caldera, Individually

Witness

Witness

Joseph A. Silvia
Witness

Witness

Witness

EXHIBIT 6 (d)

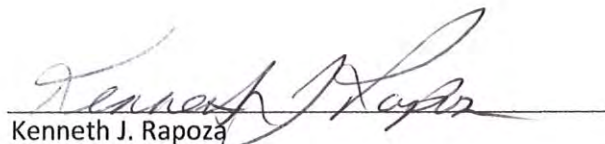
Allocation Schedule

The Purchase Price shall be allocated among the Business Assets as follows:

Equipment:	\$ 50,000.00
Goodwill:	\$200,000.00
Covenant Not to Compete:	<u>\$ 50,000.00</u>
	\$300,000.00



J.R.'s Superlube Inc., 23 Thomas Hill Rd. Acushnet Mass., a Mass corporation, does hereby authorize Kenneth J. Rapoza, president, to execute any and all documents necessary in connection with the corporation's application for a special permit to be filed with the city of New Bedford relative to 3015 Acushnet Ave., New Bedford Mass.


Kenneth J. Rapoza
President



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

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Name (Business/Organization/Individual): Kenneth Rapon - J&S Superlubre Inc.
 Address: 23 THOMAS HILL RD
 City/State/Zip: Acushnet MA 02743 Phone #: 508-863-3172

Are you an employer? Check the appropriate box:

- 1. I am an employer with _____ employees (full and/or part-time) *
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp insurance required.]
- 3. I am a homeowner doing all work myself. [No workers' comp. insurance required.] †
- 4. I am a homeowner and will be hiring contractors to conduct all work on my property. I will ensure that all contractors either have workers' compensation insurance or are sole proprietors with no employees.
- 5. I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance. ‡
- 6. We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]

Type of project (required):

- 7. New construction
- 8. Remodeling
- 9. Demolition
- 10. Building addition
- 11. Electrical repairs or additions
- 12. Plumbing repairs or additions
- 13. Roof repairs
- 14. Other Change of Tenent

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

† Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.

‡ Contractors that check this box must attached an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number

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

Insurance Company Name: _____

Policy # or Self-ins. Lic. #: _____ Expiration Date: _____

Job Site Address: _____ City/State/Zip: _____

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

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

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

Signature: Kenneth Rapon Date: 7-6-18

Phone #: 508 863 3172

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

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

- 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Electrical Inspector 5. Plumbing Inspector
- 6. Other _____

Contact Person: _____ Phone #: _____

COMMITTEE ON APPOINTMENTS & BRIEFINGS

RECEIPT

DATE: 08/30/18

FROM: J.R'S Superlube, Inc.

Receipt of Seven Hundred Dollars

For Special Permit for Motor Vehicle Sales and Rentals, General Repair and Light Service at 3015
Acushnet Avenue, New Bedford, MA 02745



Donna M. Britto
Assistant Clerk of Committees