



New Bedford, Massachusetts Motor Vehicle Special Permit APPLICATION

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:

DATE: 3/2/2021

Type of service to be provided:

☒ Sales and/or Rentals ☐ Body Repair ☒ General Repair ☒ Light Service

Owner/Landlord Information:

c/o Gregory Koldys, Esq.

Full Legal Name

133 Faunce Corner Road

Address

508-998-0000

Phone Number

832 Rockdale LLC

Company Name (if applicable)

Dartmouth, MA 02747

City, State, Zip

gjk@kklawpc.com

Email Address

OTHER Owner/Landlord Information: (if applicable)

Alton Bakhshaliev
Lessee Information: (if different from above)

c/o Robert R. Pellegrini, Esq.

Full Legal Name

994 Bedford St.

Address

508-807-1131

Phone Number

039 Auto Sales, Inc.

Company Name

Bridgewater, MA 02324

City, State, Zip

rpellegrini@pkboston.com

Email Address

OTHER Lessee Information: (if applicable)

Location Information:

Address of Premises: 832 Rockdale Ave 02740
Street Number & Name Zip Code

Assessor's Plot: 56 38 11192 241
Plot # Lot # Book # Page #
Lot Dimensions: 102 ft. 100 ft. 10,163
Frontage Depth Area in Sq. Ft.

Zoning District(s) in which premises are located: MUB

Premises in present ownership since: (date of purchase) 10/6/2014

Present use of premises: Vacant

Number of buildings on Lot: 1 Size of existing building(s): 2,250 sq. ft.

Number of cars on premises at any given time: 32

Number of people on premises at any given time: <10

Size of proposed buildings (if applicable): N/A

Extent of proposed alterations (if applicable): N/A

Have plans been submitted to the Department of Inspectional Services? Yes
(Recorded Plans, accurately scaled as required by DIS, must be included with this application.)

Has the Department of Inspectional Services Commissioner refused to issue a permit? Yes

If so, the reason: Change of Use see Appendix A (c) §§ 18, 19, 21

Signature Page:

A non-refundable filing fee is required when submitting the application, payable by cash, check or money order made payable to the City of New Bedford. The filing fee is non-refundable regardless of whether or not the petition is granted.

The FEE SCHEDULE as of January 2018:

Up to 10,000 square feet - \$700
10,001 - 20,000 square feet - \$800
20,001 - 30,000 square feet - \$900

If the petition is granted, the permission is specific to the plans submitted, unless the City Council states otherwise.

By signing this application, the Petitioner is stating that they have read and understand this application and the accompanying instructions and information. If granted, the Special Permit needs to be recorded and acted on within one year or the application process must begin again with a new, non-refundable fee.

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

Respectfully submitted:

Owner Signature: 832 Rockwell LLC Date: 2/24/21
(Must be the signature of the current owner on record.) *Miguel Penagos*

Lessee Signature: _____ Date: _____
(If the Lessee is a corporation, we must have a letter authorizing this person to sign on the corporation's behalf, on company letterhead.)

Representative Signature: _____ Date: _____
(Although not a requirement for submission, you may wish to contact an attorney to assist you with the application process.)

OTHER Owner Signature: _____ Date: _____

OTHER Lessee Signature: _____ Date: _____

Signature Page:

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By signing this application, the Petitioner is stating that they have read and understand this application and the accompanying instructions and information. If granted, the Special Permit needs to be recorded and acted on within one year or the application process must begin again with a new, non-refundable fee.

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

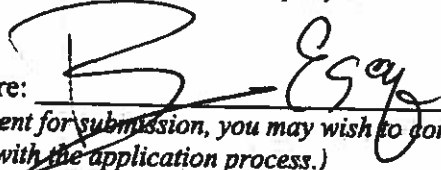
Respectfully submitted:

Owner Signature: _____
(Must be the signature of the current owner on record.)

Date: _____

Lessee Signature:  _____
(If the Lessee is a corporation, we must have a letter authorizing this person to sign on the corporation's behalf, on company letterhead.)

Date: 02.23.2021

Representative Signature:  _____
(Although not a requirement for submission, you may wish to contact an attorney to assist you with the application process.)

Date: 2/23/21

OTHER Owner Signature: _____

Date: _____

OTHER Lessee Signature: _____

Date: _____



New Bedford, Massachusetts Motor Vehicle Special Permit *Department Signature Page*

I (do) do not consent to the application referenced above. I suggest the following conditions be included:

Anne Louro
Planning Department

03/04/2021
Date

I (do) do not consent to the application referenced above. I suggest the following conditions be included:

A Special Permit must be approved by City Council and wait 20 days for the appeal period to end. At that time the applicant must get the Special Permit stamped by the City Clerk, have it recorded at the Registry of Deeds, then bring a copy to Room 308 in City Hall to start the permit process.

Danny Romanowicz
D.I.S. Commissioner

03/02/2021
Date

I (do) do not consent to the application referenced above. I suggest the following conditions be included:

Must apply for a Class II Used Car Dealer License through this office.

Nicholas Nanopoulos
Licensing Board Clerk

03/03/2021
Date

I (do) do not consent to the application referenced above. I suggest the following conditions be included:

If any engine repairs or oil/filter changes occur on the property, the owner must have a properly installed, operating MDC Trap. This MDC Trap must be inspected and/or cleaned every 6 months by a professional company. A copy of the receipt of each inspection and/or cleaning must be sent to the DPI IPP office.

Wayne Perry, IPP Engineer
Department of Public Infrastructure

03/22/2021
Date

I (do) do not consent to the application referenced above. I suggest the following conditions be included:

Stephanie Macomber
Asst. City Clerk

03/03/2021
Date



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 #	056
LOT(S)#	38
ADDRESS: 832 Rockdale Ave	
OWNER INFORMATION	
NAME: 832 Rockdale Ave LLC	
MAILING ADDRESS: 133 Faunce Corner Rd., Dartmouth, MA 02747	
APPLICANT/CONTACT PERSON INFORMATION	
NAME (IF DIFFERENT): c/o Robert R. Pellegrini, Esq.	
MAILING ADDRESS (IF DIFFERENT): 994 Bedford St., Bridgewater, MA 02324	
TELEPHONE #	508-807-1131
EMAIL ADDRESS:	rpellegrini@pkboston.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): 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.

Michael J. Motta

Printed Name

Michael Motta

Signature

Digitally signed by Michael Motta
Date: 2021.02.22 09:39:12 -05'00'

02/22/2021

Date

Amount Due

\$5.00

Date Paid

2/19/21

Confirmation Number

2157725

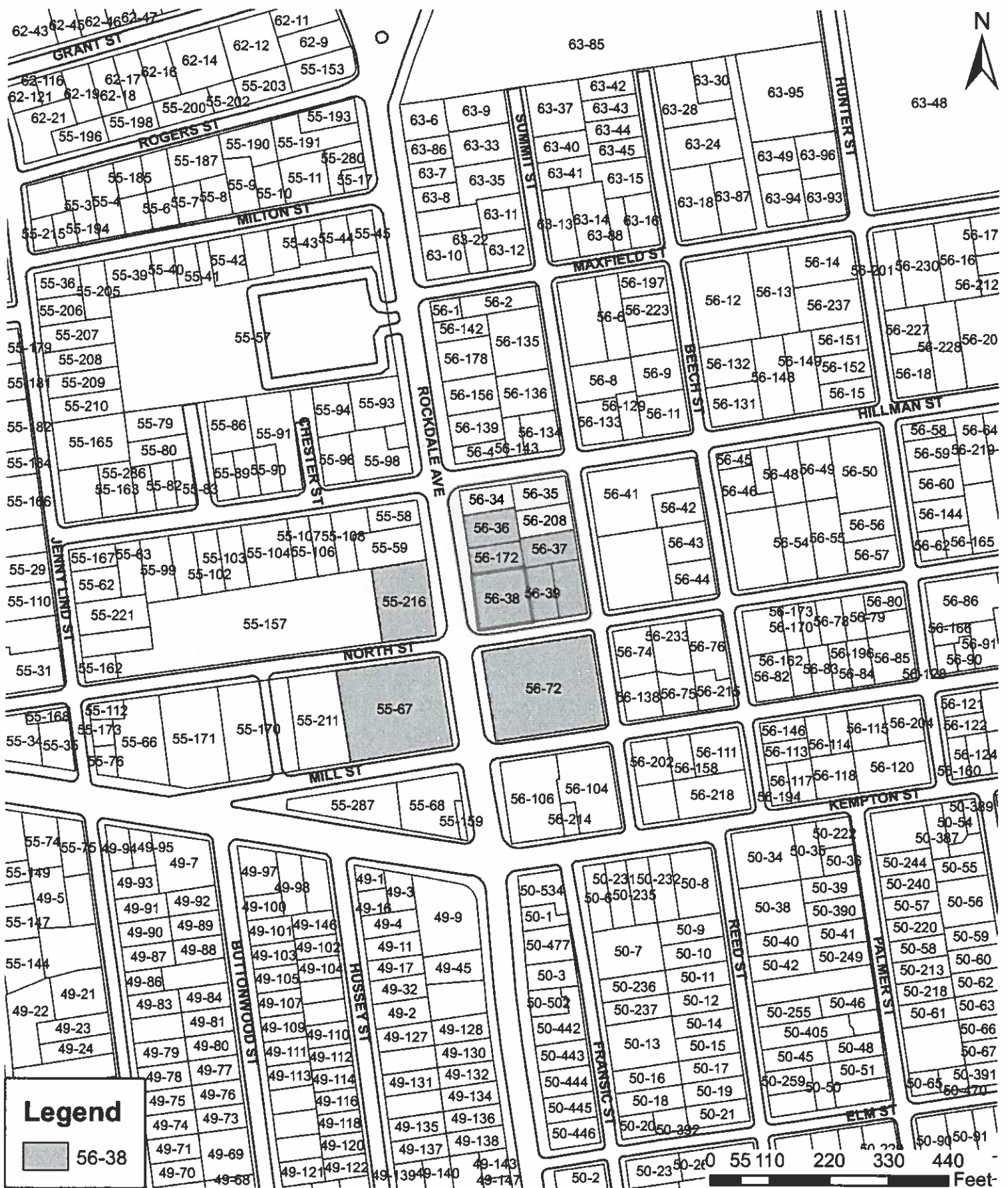
February 18, 2021

Dear Applicant,

Please find below the List of Abutters within 300 feet of the property known as 832 Rockdale Ave (Map: 56, Lot: 38). 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
56-37	35 SUMMIT ST	FERREIRA EDUARDO, FERREIRA LUCIA 35 SUMMIT ST NEW BEDFORD, MA 02740
56-172	838 ROCKDALE AVE	MACHADO GLENN W, 838 ROCKDALE AVENUE NEW BEDFORD, MA 02740
56-72	497 MILL ST	CITY OF NEW BEDFORD, THOMAS R RODMAN SCHOOL 131 WILLIAM ST NEW BEDFORD, MA 02740
56-38	832 ROCKDALE AVE	832 ROCKDALE LLC, 133 FAUNCE CORNER ROAD DARTMOUTH, MA 02747
56-39	419 NORTH ST	FOSTER DOROTHY MARY, 419 NORTH STREET NEW BEDFORD, MA 02740
55-216	835 ROCKDALE AVE	SAVON HATEM LLC, 607 EAST MAIN STREET FALMOUTH, MA 02540
56-36	848 ROCKDALE AVE	NICELY SHELLEY A "TRUSTEE", 848 ROCKDALE AVE REALTY TRUST 848 ROCKDALE AVENUE NEW BEDFORD, MA 02740
56-40	411 NORTH ST	ABBATE WILLIAM D 411 NORTH STREET NEW BEDFORD, MA 02740
55-67	821 ROCKDALE AVE	NORTH MILL REALTY INC, 902 PURCHASE STREET NEW BEDFORD, MA 02740



City of New Bedford, Massachusetts
Department of City Planning

Parcel within 300FT



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.

HOMEOWNER'S SIGNATURE _____

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: _____
(Location of Facility)

Signature of Permit Applicant _____

Date _____

XI. HOME IMPROVEMENT CONTRACTOR LAW AFFIDAVIT

(Residential Use Only) Supplement to Permit Application

Supplement #3

MGLc. 142A requires that the "reconstruction, alteration, renovation, repair, modernization, conversion, improvement, removal, demolition, or construction of, in 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: OPERATE 039 AUTO SALE Est. Cost: \$2,500

Address of Work: 832 ROCKDALE AVE

Owner Name: 832 ROCKDALE LLC 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 _____

Owner Signature _____

XII. BUILDING COMMISSIONERS REVIEW COMMENTS AND CONDITIONS

C. Building Permit Rejected ☒ **City Council - Special Permit**

Reason For Rejection:

See Attachments

Fee

B-21-208

Comments and Conditions:

Signed _____

Date: 2-16 20 21

Title _____

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

832 Rockdale Avenue – PLOT: 56 – LOT: 38 – 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)

APPENDIX A - TABLE OF PRINCIPAL USE REGULATIONS

DISTRICTS

Principal Use	Districts										
	RA	RB	RC	RAA	MUB	PB	IA	IB	IC	WI	KHTOD
A. Residential											
1. Single-family dwelling	Y	Y	Y	Y	Y	N	N	N	N	N	N
2. Two-family dwelling	N	Y	Y	N	Y	N	N	N	N	N	N
3. Multi-family townhouse (3 stories)	N	N	Y	N	Y	N	N	N	N	N	Y
4. Multi-family garden style (4 stories)	N	N	N	N	N	N	N	N	N	N	Y
5. Multi-family mixed use (6 stories)	N	N	N	N	PB	PB	N	N	N	N	Y
6. Multi-family mid-rise (12 stories)	N	N	N	N	N	N	N	N	N	N	PB

C. Commercial	RA	RB	RC	RAA	MUB	PB	IA	IB	IC	WI	KHTOD
1. Nonexempt agricultural use	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA	BA
2. Nonexempt educational use	N	N	N	N	Y	Y	BA	BA	BA	BA	Y
3. Animal clinic or hospital; with ancillary animal boarding	N	N	N	N	SP	N	BA	BA	BA	N	BA
4. Adult day care	BA	BA	BA	BA	BA	N	BA	BA	BA	N	Y
5. Family day care	BA	BA	BA	BA	BA	N	N	N	N	N	Y
6. Large family day care	BA	BA	BA	BA	BA	N	N	N	N	N	Y
7. Club or lodge, nonprofit	CC	CC	CC	CC	CC	N	N	N	N	N	CC
8. Funeral home	BA	BA	BA	BA	BA	BA	N	N	N	N	N
9. Adult entertainment establishment	N	N	N	N	CC	CC	CC	CC	CC	CC	N
10. Bed & Breakfast	BA	BA	BA	BA	BA	N	N	N	N	N	BA
11. Motel, hotel or inn	N	N	N	N	Y	Y	Y	Y	Y	Y	Y

	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
12. Retail stores and services not elsewhere set forth	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
13. Grocery stores	N	N	N	N	N	N	Y	Y	BA	BA	BA	BA	BA	BA	N	N	Y
14. Big Box Retail (60,000 Sq. ft. or greater)	N	N	N	N	N	N	BA	BA	BA	N	N	N	N	N	N	N	Y
15. Health clubs	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y
16. Mixed use	N	N	N	N	N	N	Y	Y	Y	N	N	N	N	N	N	N	Y
17. Live /work	N	N	N	N	N	N	BA	BA	BA	N	N	N	N	N	N	N	Y
18. Motor vehicle sales and rental	N	N	N	N	N	N	CC	CC	CC	CC	CC	CC	CC	CC	N	N	N
19. Motor vehicle general repairs	N	N	N	N	N	N	CC	CC	CC	N	CC	CC	CC	CC	Y	N	N
20. Motor Vehicle body repairs	N	N	N	N	N	N	N	N	N	N	N	CC	CC	CC	N	N	N
21. Motor vehicle light service	N	N	N	N	N	N	CC	CC	CC	CC	CC	CC	CC	CC	CC	CC	N
22. Restaurant	N	N	N	N	N	N	Y	Y	Y	Y	N	N	N	N	SP	Y	Y
23. Restaurant, fast-food	N	N	N	N	N	N	BA	BA	BA	BA	BA	BA	BA	BA	N	BA	BA

Location: 832 ROCKDALE AVE**Parcel ID:** 56 38**Zoning:** MUB**Fiscal Year:** 2021**Current Owner Information:**

832 ROCKDALE LLC

133 FAUNCE CORNER ROAD

DARTMOUTH, MA 02747

Current Sales Information:**Sale Date:**

10/06/2014

Sale Price:

\$259,900.00

Legal Reference:

11192-241

Grantor:

RIVER TOWN REALTY LLC,

Card No. 1 of 1

This Parcel contains 0.2333 acres of land mainly classified for assessment purposes as AUTO S&S with a(n) SERVICE STATION style building, built about 1960, having Brick exterior, Asphalt Shingles roof cover and 2250 Square Feet, with 1 unit(s), total room(s), total bedroom(s) total bath(s), 0 3/4 baths, and 1 total half bath(s).

Building Value:

325300

Land Value:

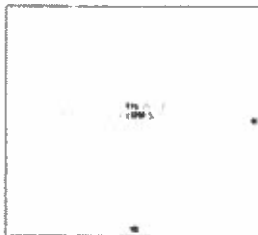
158300

Yard Items Value:

2600

Total Value:

486200

**Fiscal Year 2021****Fiscal Year 2020****Fiscal Year 2019**

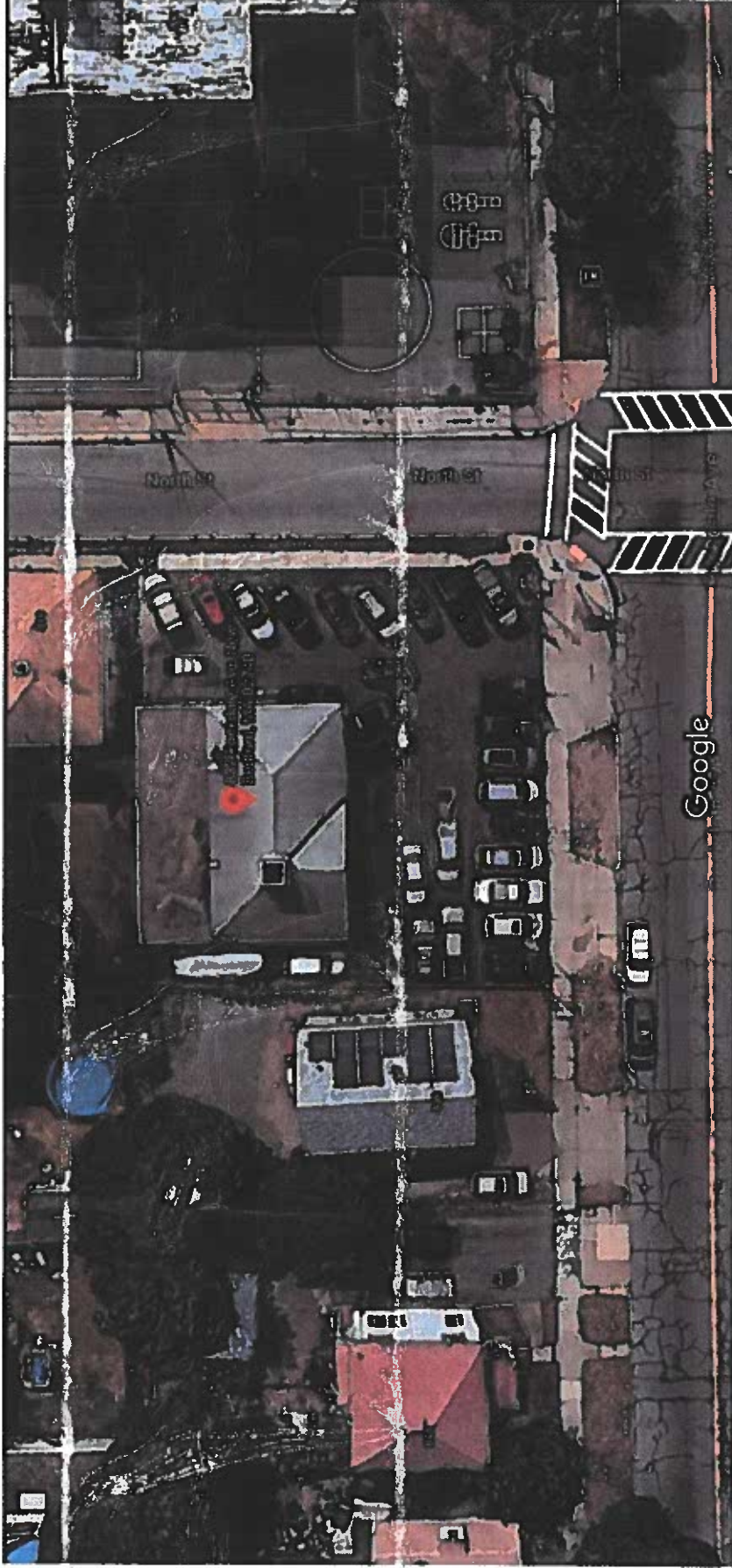
Tax Rate Res.:	15.59	Tax Rate Res.:	16.16	Tax Rate Res.:	16.47
Tax Rate Com.:	32.76	Tax Rate Com.:	33.59	Tax Rate Com.:	34.84
Property Code:	330	Property Code:	330	Property Code:	330
Total Bldg Value:	325300	Total Bldg Value:	305000	Total Bldg Value:	268000
Total Yard Value:	2600	Total Yard Value:	2600	Total Yard Value:	2600
Total Land Value:	158300	Total Land Value:	158300	Total Land Value:	158300
Total Value:	486200	Total Value:	465900	Total Value:	428900
Tax:	\$15,927.91	Tax:	\$15,649.58	Tax:	\$14,942.88

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.

**MF**

832 Rockdale Ave



Imagery ©2021 Google, Map data ©2021 20 ft

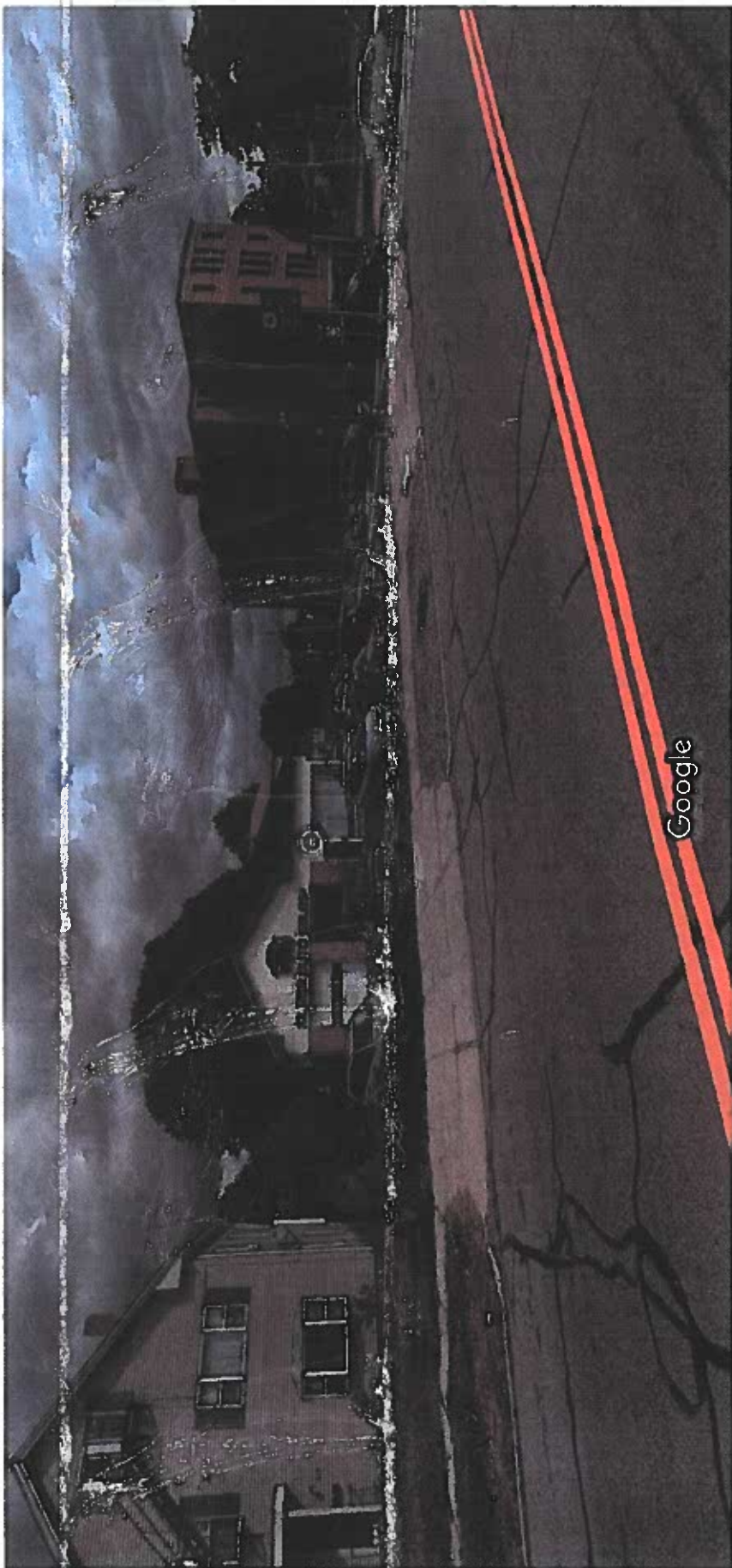


Image capture: Oct 2019 © 2021 Google

New Bedford, Massachusetts



Street View

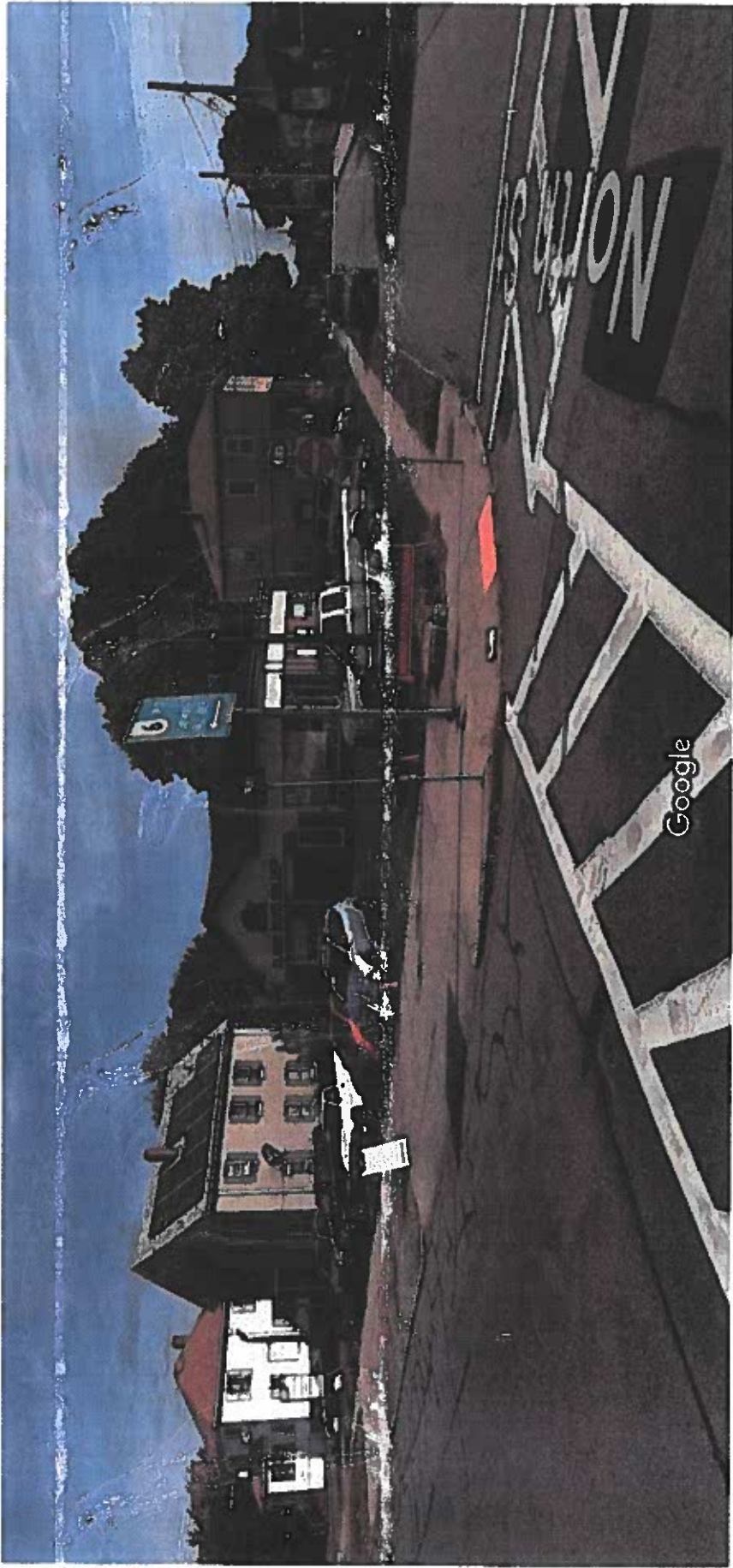


Image capture: Oct 2019 © 2021 Google

New Bedford, Massachusetts



Street View



Image capture: Oct 2019 © 2021 Google

New Bedford, Massachusetts



Street View



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02, 850 CMR 1.13.16)

Identification Number: 001419774

ARTICLE I

The exact name of the corporation is:

039 AUTO SALES, INC.

ARTICLE II

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

USED CAR DEALERSHIP AND ALL RELATED SERVICES.

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	100	\$0.00	51

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

ARTICLE IV

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

ARTICLE V

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

COMPANY HAS THE RIGHT OF FIRST REFUSAL TO MATCH ANY OFFER TO PURCHASE STOCK. ADDITIONAL LIMITATION MAY BE IN CORPORATE BYLAWS.

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: ALTUN BAKHSHALIYEV

No. and Street: 994 BEDFORD STREET

City or Town: BRIDGEWATER

State: MA

Zip: 02324

Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ALTUN BAKHSHALIYEV	994 BEDFORD STREET BRIDGEWATER, MA 02324 USA
TREASURER	ALTUN BAKHSHALIYEV	994 BEDFORD STREET BRIDGEWATER, MA 02324 USA
SECRETARY	ALTUN BAKHSHALIYEV	994 BEDFORD STREET BRIDGEWATER, MA 02324 USA
DIRECTOR	ALTUN BAKHSHALIYEV	994 BEDFORD STREET BRIDGEWATER, MA 02324 USA

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

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

USED CAR DEALERSHIP AND RELATED SERVICES.

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

No. and Street: 994 BEDFORD STREET

City or Town: BRIDGEWATER

State: MA

Zip: 02324

Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are

located (post office boxes are not acceptable):

No. and Street: 994 BEDFORD STREET

City or Town: BRIDGEWATER

State: MA

Zip: 02324

Country: USA

which is

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

Signed this 10 Day of January, 2020 at 1:01:20 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

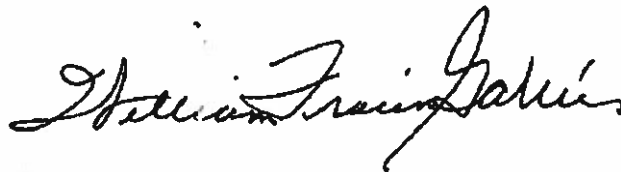
FRANK EDWARD BIEDAK

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

January 10, 2020 12:55 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is positioned above the printed name and title.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

832 ROCKDALE AVENUE

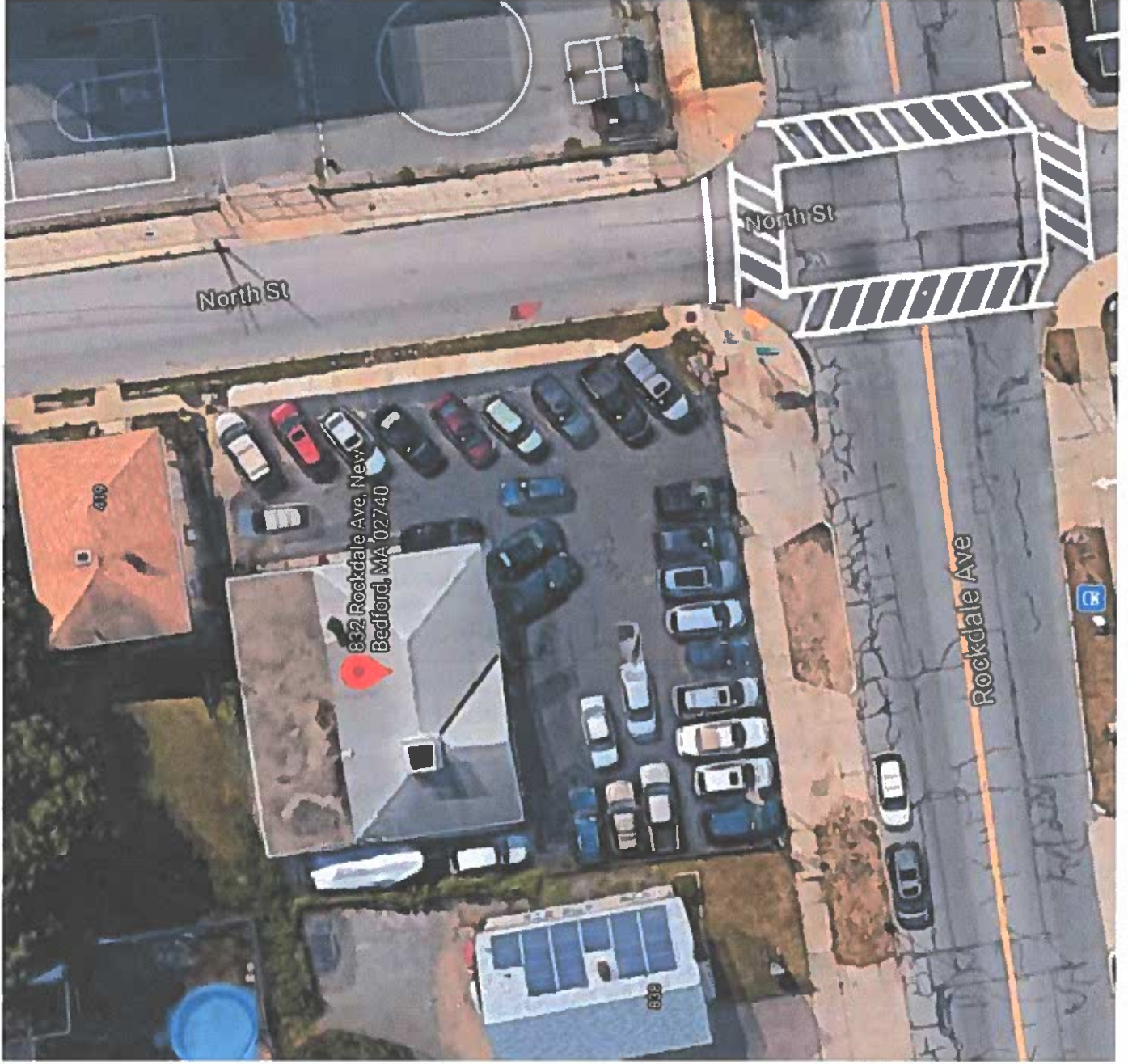
NEW BEDFORD, MA

PROPOSED TENANT

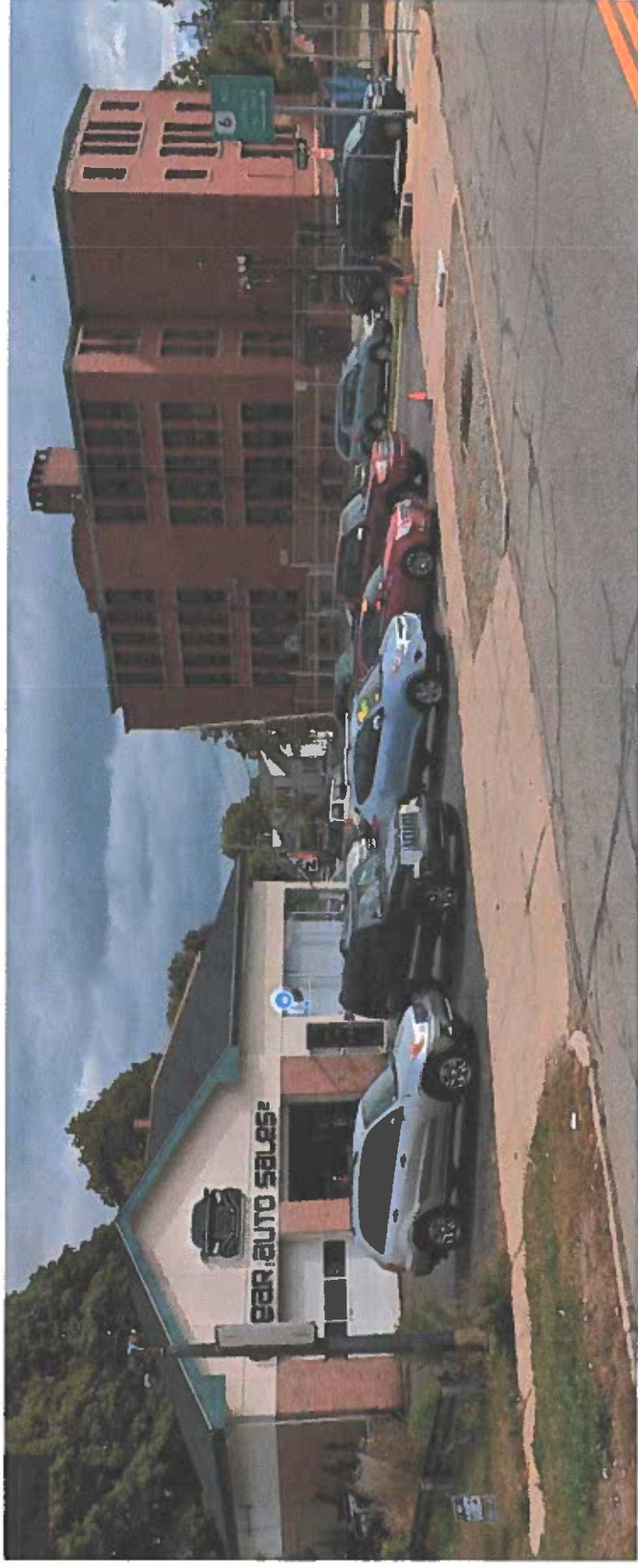
039 AUTO SALES

January 24, 2021

Birds eye view



Left elevation



Front elevation



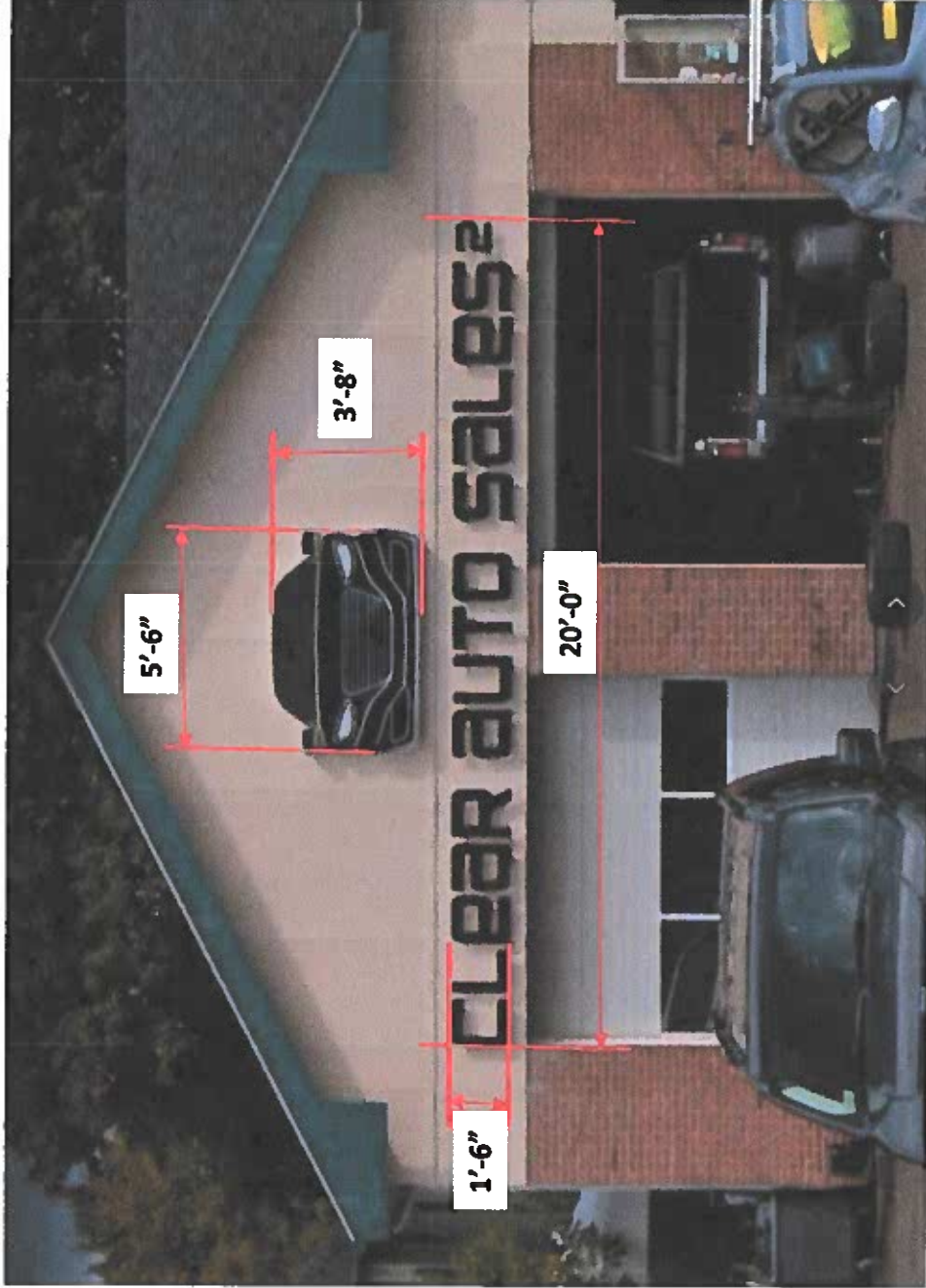
Intersection view



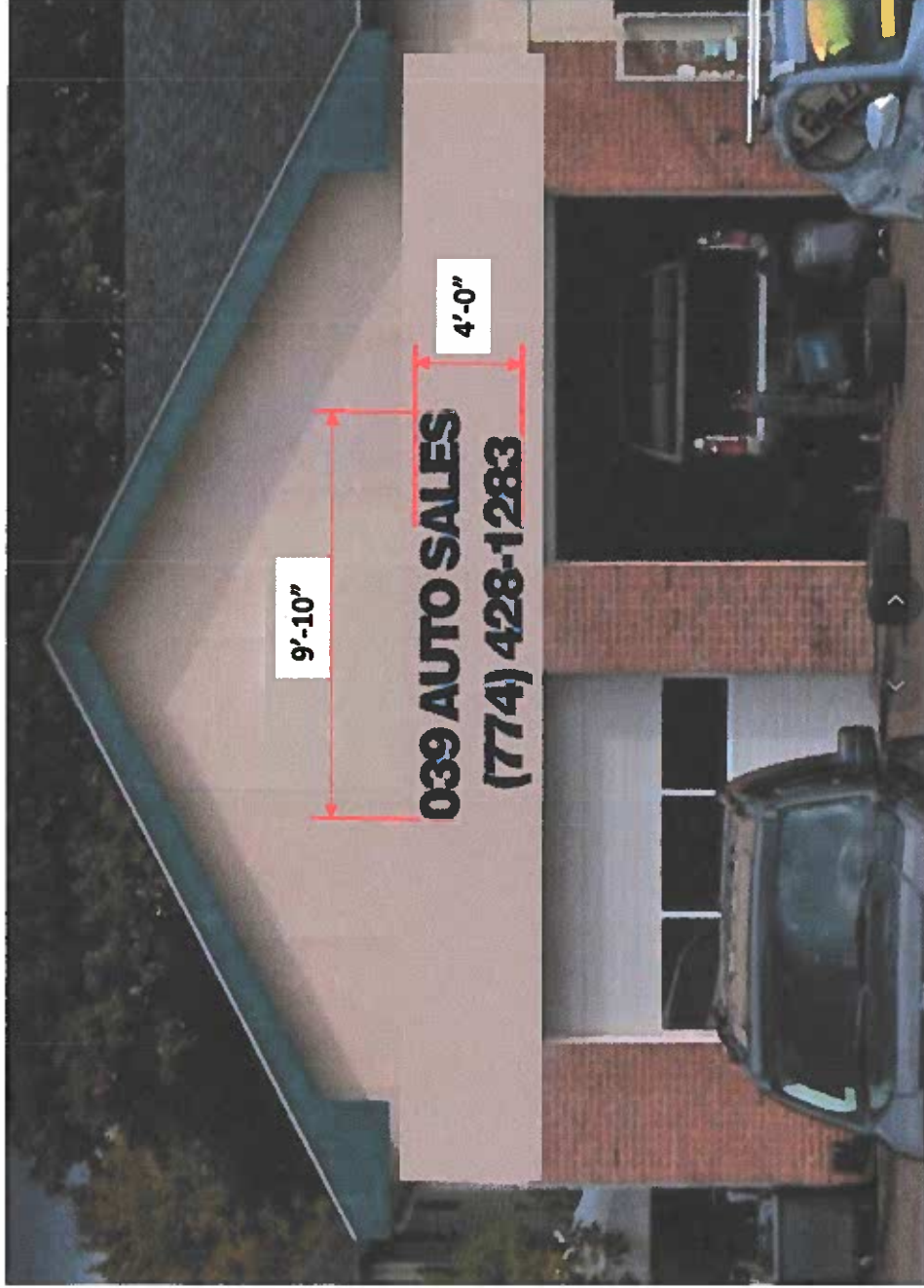
Right elevation



Existing sign
50 sq. ft.



Proposed sign
39.33 sq. ft.



[illegible]

BK 11192 PG 241
10/05/14 12:46 DOC. 19758
Bristol Co. S.D.

DEED

JOSEPH G. BUTLER, CHAPTER 11 TRUSTEE OF THE ESTATE OF RIVER TOWN REALTY, LLC. c/o Law Office of Joseph G. Butler, 355 Providence Highway, Westwood, MA 02090, under authority of an order of the United States Bankruptcy Court for the District of Massachusetts entered on September 16, 2014, in the case of In re River Town Realty, LLC, case number 13-16071-FJB, for consideration paid and in full consideration of Two hundred fifty nine thousand nine hundred and 00/100 Dollars (\$259,900.00) grants to

832 Rockdale Ave New Bedford ma
832 ROCKDALE LLC of 133 Faunce Corner Road, Dartmouth, Massachusetts,


all of River Town Realty, LLC's and the Chapter 11 estate's right, title and interest in and to:

The land with all buildings and improvements thereon, situated in New Bedford, Bristol County, Massachusetts, more particularly bounded and described as follows:

Beginning at the southeast corner of the lot hereby described, at the intersection of the Northerly line of North Street with the Easterly line of Rockdale Avenue, thence NORTHERLY in and Easterly line of Rockdale Avenue, One Hundred Two (102) feet, more or less, to land now or formerly of William E. and Margaret I. Cooper; thence EASTERLY by last-named land, One Hundred (100) feet to land now or formerly of Adelaide I. Jones; thence SOUTHERLY by said Jones' land and by land now or formerly of Vincent and Katie T. E. Varral, One Hundred Two (102) feet, more or less, to said Northerly line of North Street; thence WESTERLY by said North Street, One Hundred (100) feet to the place of beginning; and containing Thirty-seven and 46/100 (37.46) square rods, more or less

Being the same premises conveyed to River Town Realty, LLC by Deed dated March 8, 2011, and recorded with Bristol County (S.D.) Registry of Deeds in Book 10010, Page 289.

Witness my hand and seal this 6th day of October, 2014.


Joseph G. Butler, chapter 7 trustee of the estate of River Town Realty, LLC and not individually

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS.

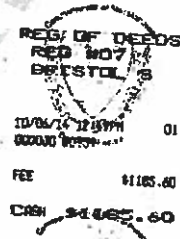
October 6, 2014

Then personally appeared the above named Joseph G. Butler, as chapter 11 trustee of the estate of River Town Realty, LLC, and proved to me through satisfactory evidence

BK 11192 PG 242

of identification, which was [] a Massachusetts drivers license [] personal knowledge []
other, to be the person whose name is signed on the preceding or attached document, and
acknowledged to me that he signed it voluntarily for its stated purpose, and
acknowledged the foregoing instrument to be his free act and deed, before me,

Car A Teague
_____, Notary Public
My Commission Expires: 1/5/18



LEASE AGREEMENT

This lease ("Lease"), dated as of December 21st, 2020, by and between 832 Rockdale LLC, a Massachusetts limited liability company with an address of 133 Faunce Corner Road, Dartmouth, MA 02747 ("Landlord") and 039 Auto Sales, Inc. of 994 Bedford, St., Bridgewater, MA 02324 ("Tenant").

WHEREAS, Landlord and Tenant wish to enter into this Lease on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants and agreement contained in this Lease, Landlord and Tenant hereby agree as follows:

Tenant hereby leases the Leased Premises (as hereinafter defined) from Landlord and Landlord hereby leases the Leased Premises to Tenant upon, and subject to, the terms and conditions hereinafter set forth in this Lease.

1. Basic Lease Provisions and Definitions.

In addition to other terms defined in this Lease, the following terms whenever used in this Lease with the first letter of each word capitalized shall have only the meanings set forth in this Article, unless such meanings are expressly modified, limited or expanded elsewhere herein.

- (A) PROPERTY LOCATION: 832 Rockdale Avenue, New Bedford, MA
(the "Property")
- (B) LEASED PREMISES: The building located at 832 Rockdale Avenue, New Bedford, MA containing approximately 2,250 sq. ft. of Floor Area.
- (C) PERMITTED USE OF PREMISES: The premises shall only be used for the retail sales and repairs of used motor vehicles under the name 039 Auto Sales .
- (D) LEASE COMMENCEMENT DATE: The date the Landlord tenders the Leased Premises to Tenant with Landlord's work, if any, substantially complete. (See Article 2)
- (E) RENT COMMENCEMENT DATE: The earlier of: (i) Sixty (60) days after the Lease Commencement Date, or (ii) the date any portion of the Leased Premises initially opens for business. (See Article 2)
- (F) LEASE TERM: Three (3) years, commencing on the Rent Commencement Date and terminating at 12:00 noon on the Termination Date.
- (G) TERMINATION DATE: The last day of the calendar month during which the third anniversary of the Rent Commencement Date occurs, unless extended. (See Article 2)

- (H) BASE RENT SCHEDULE: Lease Years 1- 3 - \$36,000.00/year
Monthly base rent - \$3,000.00/month
- (I) TAX RENT: N/A
- (J) COMMON AREA RENT: N/A
- (K) PERCENTAGE RENT RATE: N/A
- (L) SECURITY DEPOSIT: Three (3) months rent - \$9,000.00. (See Article 4)
- (M) LANDLORD'S ADDRESS
FOR NOTICES: 832 Rockdale LLC
c/o Panagakos Development
133 Faunce Corner Road
Dartmouth, MA 02747
- With a copy to: Gregory J. Koldys, Esq.
Koldys & Kelleher P.C.
449A Faunce Corner Road
Dartmouth, MA 02747
- (N) TENANT'S ADDRESS
FOR NOTICES: Altun Bakhshaliyev
800 Pleasant Street
Apt 1204
New Bedford, MA 02740

With a copy to:

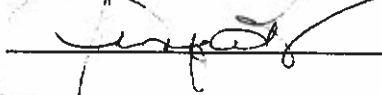
- (O) BROKER(S): N/A
- (P) GUARANTEE The payment and performance of Tenant's obligations hereunder are personally guaranteed by Altun Bakhshaliyev. See Exhibit C

The following riders and exhibit(s) are hereby incorporated into this Lease and made a part of this Lease for all purposes:

- RIDERS: Rider "A" - General Lease provisions (Articles 2-28)
Rider "B" - Specific Lease provisions (Article 29)
- EXHIBITS: Exhibit A - Site Plan and Leased Premises
Exhibit B - Landlord's Work
Exhibit C - Guaranty
-

IN WITNESS WHEREOF, the parties hereto have executed this Lease under their respective hands and seals as of the day and year first above written.

Witness to Landlord:

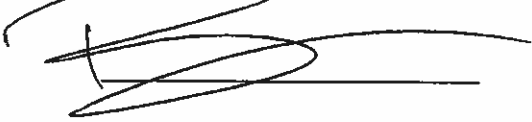


Landlord: 832 Rockdale LLC


By:  Member

Date signed: 12/21/2020

Witness to Tenant:



Tenant: Altun Bakhshaliyev

 PRESIDENT

Print name:

Date signed: 12.21.20

Fed. Tax i.d.: 844498737

COMMONWEALTH OF MASSACHUSETTS

County of

On this 21st day of December, 2020, before me, the undersigned Notary Public, personally appeared Altun Bakhshaliyev, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) signed it voluntarily for its stated purpose.


Notary Public

My commission expires:

z:\pennaginos\832 rockdale nva, nb-lease-039 auto sales(9987)\lease.docx



LEASE AGREEMENT

Rider A

2. Leased Premises, Term and Lease Year. The Leased Premises is deemed to contain an amount of square feet of space equal to the Floor Area. The Lease Term shall commence on the Rent Commencement Date. Tenant's duty to pay Rent shall commence on the Rent Commencement Date. The Lease Term shall expire without notice on the Termination Date. On request, Tenant shall promptly deliver to Landlord a statement in recordable form specifying the Rent Commencement Date and the Termination Date. The first Lease Year shall commence on the Rent Commencement Date and end on the last day of the calendar month in which occurs the first anniversary of the day immediately preceding the Rent Commencement Date. The provisions of this Lease, except the obligation to pay Base Rent, shall be applicable during the period, if any, from the Lease Commencement Date through the Rent Commencement Date. Each succeeding Lease Year shall be each successive twelve month period.

3. (A) Base Rent. Tenant shall pay Base Rent at the annual rates specified in the Base Rent Schedules in monthly installments paid in advance on the first day of each calendar month in the amount specified in the base Rent Schedule. If the Rent Commencement Date is not the first of the month, the Base Rent for that month shall be prorated. All other payments to be made by Tenant pursuant to this Lease are in addition to Base Rent. Tenant shall pay Base Rent and other Rent to Landlord or its designated agent at the address Landlord designates without Landlord making any demand. The obligation to pay Base Rent and other Rent is an independent, unconditional covenant. All Rent set forth herein is due and payable upon execution hereof. Allowance of payment of Rent in monthly installments is for the sole benefit and convenience of Tenant.

(B) Additional Rent. Base Rent and all other payments required to be made by Tenant (including, but not limited to, Tax Rent and Common Area Rent) shall be deemed to be, and included in the term, "Rent" which shall be due and payable on demand or together with the next installment of Base Rent, whichever first occurs unless another time is expressly provided for payment. Landlord shall have the same rights and remedies for non-payment of any Rent or any Security Deposit as for a non-payment of Base Rent.

(C) Late Rent. Any rent or Security Deposit not paid within ten (10) days of when due shall bear interest on the payable amount from the date when due until paid at the Default Interest Rate (see Article 23(B)); in addition, Tenant shall pay Landlord a late charge for each payment overdue by more than ten (10) days in the amount of 5% of the overdue amount.

(D) Independent Obligations. Notwithstanding any alleged defense, counterclaim or offset against Rent, Tenant shall continue to pay Landlord all Rent faithfully when due, including during the continuance of any dispute or legal action, subject to reimbursement if directed by the Court.

(E) Returned Check Fee. In the event any Tenant check is dishonored or returned to Landlord for any reason, Tenant shall pay a charge of \$50.00 in each instance

(F) Rent Payment Address. All rent is due and payable to Michael W. Panagakos at 133 Faunce Corner Road, Dartmouth, MA 02747.

4. Security Deposit. On Tenant's execution of this Lease, Tenant shall pay the Security Deposit as security for the payment of Rent and Tenant's performance and observance of this Lease. If Tenant defaults under this Lease or defaults under any other lease or agreement between Tenant and Landlord, Landlord may, without prejudice to any other available remedy, apply the Security Deposit toward curing the default and compensating Landlord for loss or damage arising from the default. At the expiration of this Lease, if Tenant is not in default or otherwise liable to Landlord, the unapplied balance of the Security Deposit shall be returned to Tenant. If at any time Landlord applies part or all of the Security Deposit, Tenant shall pay to Landlord twice the amount so applied, thereby increasing the amount of the Security Deposit so Landlord shall have on hand the full original Security Deposit plus such additional amounts at all times. If Landlord transfers this Lease and Security Deposit to a transferee, the Landlord shall be released from liability with respect to the Security Deposit or its return to Tenant. Tenant shall look only to such transferee with respect thereto. On any transfer by Tenant of its interest in this Lease, the Security Deposit shall be deemed transferred to the assignee.

5. (A) Taxes. INTENTIONALLY DELETED.

(B) Tax Rent. INTENTIONALLY DELETED.

(C) Other taxes. Tenant shall pay in the entirety: all taxes attributable to its signs, personal property and leasehold interests; all taxes allocable or attributable to any improvements made by Tenant to the Leased Premises; all occupancy taxes or other taxes on its right to occupy the Leased Premises; and other taxes imposed on tenants generally.

6. Construction; Condition of Premises; Ownership of Installations. If Tenant enters the Leased Premises before the Lease Commencement Date, Tenant shall pay for all utilities used by it and defend, indemnify and hold Landlord harmless from all liability which arises out of Tenant's possession, use or occupancy during that period and provide Landlord with the insurance referred to in Article 10(B), and the indemnity in Article 10(A) shall apply and all other provisions of this Lease shall apply except (unless otherwise stated herein) the obligation to pay Base Rent. Tenant shall fixture and do all other work in order to prepare the Leased Premises for business operation and complete its work, fully staff and stock its store and open for business promptly. Prior to operating its business, Tenant shall obtain a permanent Certificate of Occupancy (or local equivalent) for the Leased Premises from the local government agency having jurisdiction and obtain final lien waivers for all work performed by or on behalf of Tenant and forward copies to Landlord. Tenant shall, at its sole expense, in doing any work, making any installations, or in using, occupying or conducting business at the Leased Premises comply with all present and future laws, regulations, building codes and/or fire codes applicable to the Leased Premises or to Tenant's use or occupancy or business operations, and Tenant shall defend, indemnify and hold Landlord harmless from all losses, damages, claims, liabilities, costs and expenses (including legal fees) arising out of any failure to do so. Tenant acknowledges Landlord has made no representations other than those specifically contained herein, and that Tenant has conducted all inspections it deems necessary (including environmental), and Tenant accepts the Leased Premises and all the equipment, apparatus, plumbing, heating, air conditioning, electric, water, waste disposal and other systems relating thereto and the parking lot and the other Common Area of the Property "AS IS", except for Landlord's Work, if any, as shown in Exhibit B attached hereto. Landlord is not obligated with respect to either the Leased Premises or the Property to make any improvements, changes, installations, do any work, make any alterations, repairs or replacements, clean out the Leased Premises, obtain any permits, licenses or governmental approvals, or spend any money either to put Tenant in possession or to permit Tenant to open for business, unless Landlord has so agreed expressly in this Lease. If work is to be done by Landlord by specific arrangement with Tenant with regard to initial work, it is set forth on Exhibit B attached to the Lease, which work shall be deemed completed when Landlord and Tenant mutually agree that said work is substantially completed. All work other than that to be performed by Landlord, if any, shall be accomplished by Tenant after plans for said work have been approved by Landlord in writing. Except for equipment, appliances, furniture, signs, merchandise counters or other easily removable similar trade fixtures and personal property installed by Tenant at Tenant's expense, all alterations, decorations, additions and improvements made by Tenant to the Leased Premises and including all heating and air-conditioning units, and other fixtures such as ceiling tiles and grids, lighting fixtures, electric panel boxes, plumbing, boilers, floor and wall coverings, alarm systems, lights, toilet fixtures, partitions, doors and utilities shall be deemed attached to the freehold and be Landlord's property, unless Landlord directs Tenant to remove the same in which case Tenant shall remove the same and restore the Leased Premises to its original condition, reasonable wear and tear excepted. Tenant shall obtain a Certificate of Occupancy (or local equivalent) for the Leased Premises.

7. (A) Common Area. Subject to subparagraph (C) below, Tenant and its employees, agents, and customers shall have the non-exclusive right to the use or benefit of the Common Area to the extent and in the manner reasonably designated by Landlord.

(B) "Common Area" is hereby defined as the areas, equipment and facilities of the Property or of any other land or property available for the safety, benefit or convenience of tenants or their employees, subtenants, customers or invitees, including (as illustrations and not in limitation): parking areas, driveways, truck serviceways, sidewalks and curbs; entrances and exits from the adjacent streets; traffic lights, traffic islands, landscaped areas; meter rooms outside individual stores; fencing; lighting facilities; sprinkler system serving landscaped areas or buildings; sewage system outside tenant's stores; roofs, gutters and downspouts and the exterior of outside walls (excluding storefronts) of buildings (without implying Tenant may use the roofs or outside walls); directional or safety signs; Landlord's pylon signs (but not individual tenant panels) and sign panels which identify the Property. Tenant is not granted any right to place a sign on said pylon unless specifically agreed to by Landlord in writing.

(C) Landlord reserves the right any time and from time to time to change or reduce or add to the Common Area so long as such changes or alterations do not unreasonably interfere with Tenant's business. Common Area shall be under the exclusive control and management of Landlord (including the hours that parking area lights are kept on). Landlord may close parts of the Common Area for such time necessary in its opinion to prevent a deduction or accrual of rights in other persons, or to discourage non-customer parking so long as such actions do not unreasonably interfere with Tenant's business.

(D) INTENTIONALLY DELETED.

(E) INTENTIONALLY DELETED.

(F) Management Fee. Tenant shall pay to Landlord, monthly on the first of each month, an amount equal to five (5%) percent of Tenant's Base Rent as a fixed management fee.

8. (A) Use of Premises. Tenant agrees that the Leased Premises will be used and occupied or permitted to be used and occupied only for the Permitted Use, and for no other use or purpose. No sale or dispensing of lottery tickets, other gaming tickets, liquor, wine or beer shall be permitted.

(B) Tenant's Business Operations. Tenant agrees for its part: no auction, fire, bankruptcy, going out of business or similar sale will be conducted or advertised; no merchandise will be kept, displayed or sold or business solicited in the Property outside the Leased Premises; no nuisance will be permitted; nothing shall be done which is unlawful, offensive or contrary to any law, ordinance, regulation or requirement of any public authority, or which may be injurious to or adversely affect the quality of the Leased Premises or the Property; no part of the Leased Premises (especially the electric and plumbing systems, the floor and walls) will be overloaded, damaged or defaced; no holes will be drilled in the stone or brickwork or in concrete; no emission of any objectionable odors, sounds or vibrations will be permitted. Tenant shall procure all licenses and permits required for the use or occupancy of the Leased Premises and the business being conducted therein; the storefront, show windows and signs will be repaired, kept clean, in good condition and lighted; merchandise and other property will be delivered to or removed from the Leased Premises only by the rear entrance; all garbage, waste and refuse will be kept stored temporarily inside the Leased Premises and then regularly removed at Tenant's expense and, if Landlord opts, only by a contractor designated by landlord provided his price is competitive. Tenant will comply with the requirements of law and any requests of governmental agencies or Landlord in its recycling program, if any. Tenant shall comply with all environmental statutes, regulations or ordinances now or hereinafter enacted by government authorities. Tenant shall not permit the release, emission, disposal, dumping or storage of hazardous wastes (as defined in any such laws) into the septic tanks, sewers, or other waste disposal facilities of the Property or anywhere in the Property or permit same to be brought into the Leased Premises at any time, and the provisions of this sentence shall survive the expiration of the Lease Term. Tenant shall keep the Leased Premises free of rodents, vermin, insects and other pests and provide regular exterminator services at its own expense as reasonably necessary, and if Landlord opts, only by an exterminator designated by landlord provided his price is competitive. Tenant will comply with all requirements and recommendations of Landlord's and Tenant's insurance companies and any rating bureau or similar organization, including maintaining and servicing fire extinguishers.

(C) Tenant agrees to: stock only vehicles Tenant intends to offer for sale at the Leased Premises; not solicit business or distribute advertising matter in the Common Areas. Tenant will not make or suffer any waste of the Leased Premises. Landlord shall not be liable for the act of any other person who may cause damage to or who may interfere with Tenant's use or occupancy of the Leased Premises or Tenant's business.

9. (A) Utilities. Tenant shall provide and pay for its own heat, air conditioning, water, gas, electricity, sewer, sprinklers and other utilities, including application deposits and installation charges for meters and for consumption or use of utilities. Tenant shall pay all sewer charges applicable to the Leased Premises to the extent not included under the provisions of Article 5 above, if any, as reasonably determined by Landlord. Tenant shall keep sufficient heat to prevent the pipes from freezing. If Tenant receives utilities through a meter which supplies utilities to other tenants, Tenant will pay to Landlord Tenant's proportionate share of the total meter charges as determined by Landlord.

(B) Landlord's Repairs. Weather permitting and subject to Article 24, Landlord shall, within thirty (30) days after receiving written notice from Tenant (unless an emergency exists,

whereupon Landlord shall act as soon as reasonably possible), commence to make structural repairs, if necessary, to the foundation, the roof, the exterior of the perimeter demising walls, the load-bearing structural columns and beams in the Leased Premises and the Common Areas and water, sewer and utility lines up to the point such lines enter the Leased Premises, except that if those repairs or replacements arise from (i) repairs, installations, alterations, or improvements by or for Tenant or anyone claiming under Tenant, or (ii) the fault or misuse of Tenant or anyone claiming under Tenant, or (iii) default under the Lease by Tenant, then Tenant shall make such repairs or replacements or, if Landlord elects, Landlord may perform the work for Tenant's account and Tenant shall reimburse Landlord for expenses incurred. In determining Landlord's repair obligations, the expression "roof" does not include rooftop heating or air conditioning units or other structures or apparatus on the roof serving the Leased Premises, and "exterior of walls" does not include the store front, any glass, windows, window sashes or frames, doors, door frames or hardware, trim or closure devices, or any part of the interior side of perimeter walls, all of which shall be Tenant's duty to repair, maintain, and replace. In any event, Landlord's obligation shall be only to make the repairs for which it is hereby obligated, and Landlord shall not be liable for loss of business, loss of sales, loss of profits or for any consequential damages or for damage to or loss of personal property, fixtures or any interior elements of the Leased Premises which are Tenant's responsibility to maintain or repair.

(C) Tenant's Repairs. Subject to Article 9(B), Tenant shall maintain and make all repairs and alterations of every kind with respect to the Leased Premises (including necessary replacements) to keep it in good condition (including the store front, glass, signs, ceilings, interior walls, interior side of perimeter walls, non-structural elements of the floor, floor coverings, plumbing, electric, heating and air conditioning, sprinklers and lighting fixtures), and do all repairs required by any laws, ordinances or requirements of public authorities. Tenant shall make all repairs, replacements and alterations necessary to maintain in good condition all lines, apparatus, and equipment relating to utilities (including heating, air conditioning, water, gas, electricity and sewerage) that serve the Leased Premises.

Landlord represents that the HVAC system serving the Premises will be functioning and operational as of the Rent Commencement date. Landlord shall maintain a service contract for the maintenance and repair of the heating, ventilating and air conditioning ("HVAC") system servicing the Leased Premises with a reputable HVAC contractor the cost of which shall be paid by Tenant as additional Rent within ten (10) days of being billed by Landlord. Tenant shall be responsible for all costs of replacement of the HVAC equipment and system.

(D) Signs; Painting; Displays. No sign, other advertising or any other thing may be placed by Tenant or anyone claiming under Tenant on the exterior of the Leased Premises or on the interior part of either windows or doors, or on any pylon sign on the Property or in the Common Areas without Landlord's prior written approval and consent. Tenant shall not have the right to place any sign on the pylon unless specifically agreed to by Landlord in writing. Tenant shall not utilize flashing, painted, neon or moving signs. Tenant shall not paint, decorate or mark any part of the exterior.

(E) Alterations. No alterations, installations, additions or improvements will be made to the Leased Premises by Tenant without Landlord's prior written approval. All installations, alterations, additions and improvements, whether by Landlord, Tenant or any other person (except only equipment, appliances, furniture, merchandise counters, sign panels and movable trade fixtures installed at Tenant's cost) shall become, when made, a part of Landlord's real estate, and on termination of the Lease Term shall be surrendered with the Leased Premises in at least as good condition as on the date Tenant initially opens the Leased Premises for business, reasonable wear and tear and uninsured damage by fire or other casualty excepted, unless Landlord directs Tenant to remove the same, in which case those items designated by Landlord shall be removed by Tenant and the Leased Premises restored to its original condition, reasonable wear and tear excepted. Tenant shall not have the right to remove sign boxes. Tenant shall defend, indemnify and save Landlord harmless from and against all claims for injury, loss or damage to person or property caused by or resulting from Tenant's performance of any work. For any work that involves penetration of the roof surface or alterations to the sprinkler system, Tenant shall employ Landlord's contractor or a contractor approved by Landlord. Notwithstanding the foregoing, Tenant may make interior non-structural alterations costing less than \$5,000.00, without Landlord's consent, provided the alterations do not affect the storefront.

(F) Permits; liens. All repairs, installations, alterations, improvements and removals by Tenant will be done in a good and workmanlike manner, only after Tenant has procured all permits. Tenant shall comply with all laws, ordinances and regulations of public authorities and with all Landlord's and Tenant's insurance requirements and with insurance inspection or rating

bureaus; and the work shall not adversely affect the structure of the building. Tenant shall pay promptly when due all charges for labor and materials in connection with any work done by or for Tenant or anyone claiming under Tenant. Tenant shall remove, by payment, bonding or otherwise, within ten days after notice, all liens placed on the public record or in any way against Landlord's interest or the Property resulting from any act of Tenant or from laborer materials being alleged to have been supplied at the request of Tenant or anyone claiming under Tenant, failing which, Landlord may remove such lien and collect all expenses incurred from Tenant as additional Rent. Tenant shall protect, defend, save harmless and indemnify Landlord and any fee owner of the Shopping from and against all losses, claims, liabilities, injuries, expenses (including legal fees), lawsuits and damages arising out of any lien described above.

10. (A) Indemnity: Insurance. Tenant shall protect, defend, save harmless and indemnify Landlord and any fee owner of the Property from and against all losses, claims, liabilities, injuries, expenses (including legal fees), lawsuits, judgments and damages of whatever nature either (i) claimed to have been caused by or resulted from any act, omission or negligence of Tenant or its subtenants, concessionaires, employees, contractors and invitees no matter where occurring, or (ii) occurring in the Lease Premises except if caused by Landlord's negligence. Landlord shall not be liable under any circumstances for any injury, or any loss or damage to or interference with, any merchandise, equipment, fixtures, furniture, furnishings or other personal property or the business operations of Tenant or anyone in the Leased Premises occasioned by (i) the act or omission of persons occupying other premises, or (ii) any defect, latent or otherwise, in any building or the equipment, machinery, utilities, or apparatus, or (iii) any breakage or leakage of the roof, walls, floor, pipes or equipment, or (iv) any backing up, seepage or overflow of water or sewerage, or (v) flood, rain, snowfall or other elements or Acts of God.

(B) Tenant's Insurance. Tenant shall maintain with financially responsible insurance companies licensed to do business in the Commonwealth of Massachusetts: (i) a commercial general liability insurance policy with deductibles at commercially reasonable levels, on an occurrence basis in which Landlord is named as an additional insured on a primary basis and Tenant is named primary insured with a limit of not less than \$1 million combined single limit; (ii) an all-risk property insurance policy, insuring all merchandise, leasehold improvements, furniture, fixtures, equipment and other personal property, all at their replacement cost. Each such policy shall be non-cancelable with respect to the Landlord without thirty (30) days prior written notice to Landlord. Tenant shall deliver these insurance policies or certificates thereof, satisfactory to Landlord, issued by the insurance company to Landlord with premiums prepaid on the signing of this Lease and thereafter at least 10 days prior to each expiring policy. Tenant's failure to deliver the policies or certificates shall constitute a default. All policies of insurance required of Tenant shall have terms of not less than one year.

11. Access to Premises. Landlord shall have the right (but shall not be obligated) to enter the Leased Premises upon reasonable notice at reasonable times (and in case of emergency without notice) to inspect or to show the Leased Premises to prospective purchasers, mortgagees or tenants, or to make any repairs, alterations, or improvements, including the installation or removal of pipes, wires and other conduits serving other parts of the Property. Any hereafter installed pipes, wires, or other conduits serving other parts of the Property may not materially interfere with Tenant's business. Commencing six months prior to expiration of the Lease Term or any extension, Landlord may maintain "For Rent" signs on the front or any other part of the exterior of the Leased Premises.

12. (A) Fire or Other Casualty. Tenant shall give prompt notice to Landlord in case of fire or other damage to the Leased Premises.

(B) If: (i) the Leased Premises are damaged to the extent of more than 50% of the replacement costs, or (ii) the Leased Premises are damaged and Tenant is not operating for business as required by Article 8(B) at the time the damage occurs, or (iii) the Leased Premises are damaged and less than 1 year of the Lease Term remains un-expired at the time the fire or other casualty; then in any of such events, Landlord may terminate this Lease by notice to Tenant within 90 days after such event, and on the date specified in the notice this Lease shall terminate. If the damage renders the Leased Premises wholly or partially untenable, there shall be a proportionate abatement of Base Rent and Additional Rent during the period the Leased Premises remains untenable. Unless this Lease is terminated as aforesaid, this Lease shall remain in effect. In the event a casualty occurs during the last two years of the Lease which damages the Leased Premises to the extent of more than 50% of the replacement cost and in Landlord's reasonable opinion (which opinion must be given to Tenant within thirty (30) days of request by Tenant) the damages is so severe that it would take Landlord more than one hundred eighty (180) days from the date of the casualty to substantially repair the damage to the store(s), Tenant shall have the right to terminate the Lease by giving to

Landlord sixty (60) days written notice of its election to terminate which notice must be given not later than the earlier of the forty fifth (45th) day after the casualty or the tenth (10th) day after Landlord give its opinion as to whether it will be able to make the repairs within the time frame stated above.

(C) If this Lease is not terminated, Tenant shall immediately on notice from Landlord, remove its fixtures, other property and debris as required by Landlord and then Landlord shall rebuild the Leased Premises to the condition existing when the Leased Premises was originally delivered to Tenant; and on completion thereof Tenant shall restore Tenant's property and promptly reopen for business.

(D) The "replacement cost" as used in paragraph B above shall be determined by a reputable contractor selected by Landlord.

13. (A) Eminent Domain. If the whole of the Property or the Leased Premises are taken in connection with eminent domain, the Lease Term shall expire when Landlord shall be divested of its title, this Lease shall be terminated and Rent shall be apportioned as of that date.

(B) If only part of the Leased Premises is taken in connection with eminent domain and the ground floor area of the Leased Premises is reduced by more than 20% and the part remaining shall not be reasonably adequate for the operation of Tenant's business, or if a portion of the Property is taken such that Tenant's business is substantially and directly affected thereby, Landlord or Tenant may terminate this Lease by giving the other notice within 30 days after such taking, effective as of the date possession of the taken part shall be required for public use; and Base Rent and Additional Rent shall be apportioned as of that date. If the Lease is not terminated, Landlord shall restore the Leased Premises as nearly as possible to the condition in which they existed no the Lease Commencement Date and Base Rent and Additional Rent shall be abated until the restoration work to be performed by Landlord is completed. If the Leased Premises is reduced as a result of such taking, Base Rent and Additional Rent shall be abated in proportion to the amount the Leased Premises have been reduced by the taking.

(C) Tenant shall not have any claim for an award based on the loss of its leasehold estate. Landlord shall be entitled to all damages in connection with eminent domain. Tenant shall execute any instrument required by Landlord for the recovery of damages and to remit to Landlord any damage proceeds recovered, except, however, Tenant may recover for itself damages for movable trade fixtures which were installed by Tenant, provided Landlord's award is not reduced thereby.

14. (A) Defaults. Any one of the following shall be a default by Tenant: (1) if Tenant fails to pay Rent or other money when due, or to provide a certificate of insurance when due, or (2) if Tenant fails to perform or observe any agreement or condition on its part to be performed or observed, other than the defaults mentioned in the preceding clause (1) or in clauses (3) through (8) below or (3) if Tenant's leasehold interest is levied on attached or taken by any process of law, and the cloud on title is not removed within thirty (30) days after Tenant learns of the levy, attachment, or taking or (4) if Tenant makes an assignment of its property for the benefit of creditors, or (5) if any bankruptcy, insolvency or reorganization proceeding or arrangement with creditors (whether through court or by proposed composition with creditors) is commenced by or against Tenant, or (6) if a receiver or trustee is appointed for any of Tenant's property, or (7) if this Lease is transferred to or devolves on, or the Leased Premises is occupied by anyone other than Tenant except if specifically permitted by this lease, or (8) if Tenant vacates the Leased Premises or ceases doing business at the Leased Premises for more than two (2) consecutive weeks. In the event the cure of a non-monetary default under Article 14(A)(2) is possible, but cannot, with due diligence, be accomplished within the thirty (30) day period described in Article 14(B), Tenant shall have such additional time as is reasonably necessary to complete the cure provided Tenant promptly commences the cure, promptly gives Landlord written notice of its intent to cure the default (but not later than the expiration of the required time period to cure such default set forth above) and proceeds with its best efforts to complete the cure as soon as possible. In no event may this cure period be extended beyond the forty-fifth (45th) day after the notice specified in Article 14(B) (ii) is given.

(B) Remedies. If (i) a default described in subsection 14(A)(1) or in subsections 14(A)(3) through (8) inclusive occurs, or (ii) a default described in subsections 14(A)(2) occurs and continues for more than thirty (30) days after written notice from Landlord, then in any of such cases Landlord or its agent shall have the right to enter the Leased Premises and dispossess Tenant and all other occupants and their property by legal proceedings, use of reasonable force (under the conditions allowed in Article 14(G) hereof) or otherwise. Tenant hereby waives any claim it might have for

trespass or conversion or other damages if Landlord exercises such remedies. Landlord may exercise the remedies just mentioned without terminating this Lease. As an independent, cumulative right to obtain possession, Landlord shall have the right to terminate this Lease by giving Tenant written notice specifying the day of termination (which shall be not less than five (5) days from the date of the notice), on which date this Lease and all of Tenant's rights will cease; but in all cases Tenant shall remain liable as hereinafter provided.

(C) Notwithstanding any re-entry, dispossession or termination of the Lease by Landlord, Tenant will remain liable for damages to Landlord in an amount equal to the aggregate of all Rents and other charges required to be paid up to the time of such re-entry, dispossession or termination, and for Landlord's damages arising out of the failure of Tenant to observe and perform Tenant's covenants and, in addition for each month of the period which would otherwise have constituted the balance of the Lease Term, Tenant shall pay any deficiency between the monthly installment of Base Rent plus the Tax Rent, Common Area Rent and all other Rent that would have been payable, less the net amount of the rents actually collected by Landlord from a new tenant, if any. Tenant will not be entitled to any surplus. Furthermore, Tenant will be liable to Landlord for all the expenses Landlord incurs for: legal fees related to enforcing any of the provisions of this Lease, obtaining possession and making a new lease with another tenant; brokerage commissions in obtaining another tenant; expenses incurred in putting the Leased Premises in good order and preparing for re-rental (together herein referred to as "Reletting Costs"). In addition, Landlord may relet the Leased Premises, or any part thereof, for a term which may be less or more than the period which would have constituted the balance of the Lease Term and may grant reasonable concessions or free rent to a new tenant. Landlord's refusal or failure to relet the Leased Premises to a new tenant shall not release or affect Tenant's liability; and Landlord shall not be liable for failure or refusal to relet, or for failure to collect rent under such reletting.

(D) In the event of any failure by Tenant to pay Rent or other payments specified herein, including the Security Deposit, such failure shall be a significant breach of this Lease. In the event of such a significant breach, the aggregate Rent for the remaining balance of the Lease Term, as well as all accrued Rent, may, in Landlord's sole discretion, become immediately due and payable as liquidated damages (for loss of a bargain and not as a penalty). Landlord and Tenant acknowledge and agree that Landlord's actual damages resulting from a default by Tenant may be difficult to establish and that the liquidated damages provision is a reasonable estimate of Landlord's potential damages for a default hereunder by Tenant.

(E) In the event of a breach of the Lease by Tenant, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity. Mention of any particular remedy shall not preclude Landlord from any other remedy in law or in equity. A default under this Lease shall constitute a default under all other leases between Landlord and Tenant or any entity in which Tenant has an ownership interest, whether entered into prior to or subsequent to this Lease.

(F) Nothing contained herein shall require Landlord to accept any tender of payment from Tenant for less than the full amount then due under this Lease, including any and all late charges, interest and attorneys' fees that may then be due from Tenant in accordance with the express terms of this Lease. Landlord may elect to accept less than the full amount then due from Tenant hereunder; however, no payment by Tenant or receipt by Landlord of such lesser amount shall be deemed to be other than payment on account, and no restrictive endorsement or statement on any check or payment shall be deemed to alter the express provisions of this Lease, nor constitute an accord and satisfaction. Landlord may accept less than the full amount then due from Tenant without prejudice to Landlord's right to recover the balance of the full amount then due, or to pursue any other remedies then available to Landlord under this Lease or applicable law. In all events, including but not limited to Landlord's acceptance of a partial payment from Tenant, any payment accepted by Landlord from Tenant may be applied first to retire the oldest receivables due from Tenant hereunder, then to any current rental or other payment then due hereunder, and the balance, if any, will be applied to any rental or other payment which will become due from Tenant hereunder.

(G) Tenant waives any rights of redemption as to the Leased Premises granted by any present or future laws. The words "re-enter" and "re-entry" are not restricted to their technical legal meaning. Notwithstanding the foregoing, Landlord may use force to dispossess Tenant only in the following situations: (i) it is pursuant to law or a court order, judgment or decree; or (ii) Tenant has not been operating its business at the Leased Premises open to the public as required by Article 8(B) of the Lease for more than two (2) weeks.

(H) Tenant hereby waives trial by jury in any action, proceeding or counterclaim brought against Tenant as to any matters arising out of or in any way connected with this Lease, or Tenant's relationship with Landlord, or Tenant's use or occupancy. Tenant agrees that no counterclaim or setoff will be interposed in any action by Landlord based on non-payment of Rent, even if such counterclaim or setoff is based on Landlord's alleged breach of a duty to repair or alleged breach of quiet enjoyment, or any other allegation. Notwithstanding anything provided in Article 3(D), and 14 of this Lease to the contrary, Tenant may interpose a counterclaim in any action provided Tenant continues to pay rent to Landlord or places in escrow with a clerk of the court all rental arrearages claimed by Landlord and thereafter all Rent as it accrues during the life of the action.

15. (A) Subordination. This Lease is and shall be subject and subordinate to (i) all ground or underlying leases and all mortgages or other security instruments now or hereafter affecting such leases and (ii) all mortgages or other security instruments now or hereafter affecting the fee title of the Property, and (iii) all renewals, modifications, consolidations, replacements and extensions of any such ground or underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessee or by any mortgagee. In confirmation of such subordination, Tenant agrees to execute promptly any reasonable Subordination Agreement and/or Estoppel Certificate that Landlord may request. However, at the option of Landlord or such mortgagee or ground lessor or secured party, this Lease shall be paramount to such mortgage or ground or underlying lease or other security instrument.

(B) If Landlord transfers its interest in the Leased Premises, or proceedings are brought for foreclosure of any such mortgage or in case of sale in lieu thereof, or termination of any such ground or underlying lease, Tenant shall, if requested and so long as such new owner or transferee executes and delivers to Tenant a non-disturbance agreement, attorn to the transferee, mortgagee, ground or underlying lessor and deliver, without charge, instruments acknowledging the attornment.

(C) Provided Tenant was given notice in writing of the names and addresses to which the notices should be sent, Tenant shall give prompt written notice of any default by Landlord to the holder of all mortgages, ground or underlying leases and security holders if the default is such as to give Tenant a right to (i) terminate this Lease, or (ii) reduce the Rents or any other sums reserved, or (iii) credit or offset any amounts against Rents. Any mortgagee, ground lessor or security holder shall have the right to cure Landlord's default within sixty (60) days after receipt of Tenant's notice; and no such rights or remedies shall be exercised by tenant until the expiration of said sixty (60) days (or such additional time reasonably required to cure such default).

16. Waiver of Subrogation. Tenant hereby releases Landlord and all other persons claiming under Landlord from any and all liability for loss or damage caused by fire or any of the extended coverage casualties or any other insured casualty even if the fire or other casualty is brought about by the fault or negligence of Landlord or of any persons claiming under Landlord. Tenant will cause its insurance company to endorse its insurance policy with a waiver of subrogation.

17. Assignment or Subletting. Tenant shall not assign, mortgage, pledge, or otherwise transfer or encumber this Lease or any interest therein, either voluntarily or by operation of law or otherwise, or sublet the whole or any part of the Leased Premises, or permit occupancy by anyone else, without obtaining on each occasion Landlord's prior written consent, which consent Landlord may deny, regardless of commercial reasonableness. In any assignment the assignee must assume this Lease in writing on Landlord's form. Any request for Landlord's consent to assignment or subletting shall be accompanied by payment of Landlord's reasonable administrative and attorneys' fees relating thereto. Notwithstanding an assignment or subletting or occupancy of the Leased Premises by anyone other than Tenant, Tenant shall not be released from any obligations, liabilities, or covenants under this Lease and shall continue to remain responsible. Landlord shall have the right to collect Rent from any assignee, subtenant or other occupant without releasing tenant or waiving any right against Tenant for its default under this Article and without accepting the payor as a permitted tenant. Any transfer of more than 50% of the corporate stock or membership in an LLC of the Tenant or merger, consolidation or liquidation, either voluntarily or by operation of law, shall be deemed an assignment and require Landlord's consent as stated above. Under any circumstances, Landlord shall not be liable for any money damages to Tenant or Tenant's proposed assignee, transferee or subtenant for refusal to consent to any assignment or transfer of this Lease or transfer of Tenant's corporate stock or sale of Tenant's business or for refusal to consent to any subletting; Tenant's sole remedy shall be specific performance. Landlord shall have the right to refuse consent to any proposed assignment, mortgage, pledge or other transfer or encumbrance of this Lease or any interest herein, or to any proposed subletting, where Tenant has not faithfully observed and

performed all of its obligations under this Lease or is not actually in possession and operating its business in the Leased Premises.

18. Holding Over. If Tenant or anyone claiming under Tenant remains in possession of the Leased Premises after the expiration of the Lease Term, that person shall be a tenant at sufferance; and during such holding over, Base Rent shall be two times the rate which was in effect immediately prior to the Lease Term expiration, which Landlord may collect without admission that Tenant's estate is more than a tenancy at sufferance and all the other provisions of this Lease shall apply insofar as the same are applicable to a tenancy at sufferance.

19. No Waivers by Landlord. No waiver by Landlord of any breach by Tenant or requirement of obtaining Landlord's consent shall be deemed a waiver of any other provision of this Lease or any subsequent breach of the same provision or a waiver of any necessity for further consent. No payment by Tenant or acceptance by Landlord of a lesser amount than due from Tenant shall be deemed to be anything but payment on account, and Tenant's payment of a lesser amount with a statement that the lesser amount is payment in full shall not be deemed an accord and satisfaction. Landlord may accept the payment without prejudice to recover the balance due or pursue any other remedy. Landlord may accept payments even after default by Tenant without prejudice to subsequent or concurrent rights or remedies available to Landlord under this Lease, at law or in equity. Any acceptance by Landlord of any payment by Tenant after termination or expiration of the Lease Term shall not constitute an acceptance of Rent but rather a payment to Landlord on account of Tenant's use and occupancy of the Leased Premises. All rights and remedies which Landlord may have under this Lease, at law or in equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and any or all of such rights and remedies may be exercised at the same time.

20. Rules and Regulations. Tenant shall observe and comply with, and cause its employees, agents, subtenants and concessionaires, and their employees and agents, to observe and comply with all reasonable rules and regulations promulgated by Landlord by notice to Tenant; and such rules and regulations shall have the same force and effect as if originally contained in this Lease.

21. Failure of Performance by Tenant. If Tenant shall default under this Lease, and not cure the default within the time period provided in Article 14, Landlord may, at its election, immediately or at any time thereafter, without waiving any claim for breach of agreement, and without notice to Tenant, cure such default or defaults for the account of Tenant, and the cost to Landlord thereof plus interest at the Default Interest Rate shall be deemed to be additional Rent and payable on demand. Tenant shall pay all reasonable attorney's fees, costs and expenses incurred by Landlord in enforcing the provisions of this Lease, suing to collect rent or to recover possession of the Leased Premises, whether the lawsuit or other action was commenced by Landlord or by Tenant.

22. (A) Limitations on Landlord's Liability. "Tenant" includes the persons named expressly as Tenant and its transferees, successors and assigns. Except as otherwise provided in the next sentence, the agreements and conditions contained in this Lease shall be binding on and inure to the benefit of the parties hereto and their transferees, legal representatives, successors and assigns. "Landlord" means only the then owner of the lessor's interest in this Lease, and in the event of a transfer by Landlord of its interest in this Lease, the transferor shall be automatically released from all liability and obligations as Landlord subsequent to the transfer.

(B) Notwithstanding anything to the contrary, Tenant agrees it will look solely to Landlord's estate in the Property as the sole asset for collection of any claim, judgment or damages or enforcement of any other judicial process requiring payment of money. Tenant agrees that no other assets of Landlord shall be subject to levy, execution or other procedures to satisfy Tenant's right or remedies.

23. (A) Miscellaneous Provisions. This lease contains the entire agreement between the parties. No oral statements or representations or written matter not contained in this Lease shall have any force or effect. This Lease cannot be modified or terminated orally, but only by a writing signed by Landlord and Tenant, except for a termination expressly permitted by this Lease. If more than one party executes this Lease as "Tenant", the liability of all such signatories shall be joint and several. Neither this Lease nor any memorandum assignment or memorandum of assignment thereof shall be recorded in any public records without Landlord's prior written consent. Any obligation of any person shall be performed at its sole cost and expense unless a contrary intent is expressly stated herein. Each provision of this Lease shall be valid and enforced to the fullest extent permitted by law. However, if any provision or the application thereof to any person or circumstance shall to any extent be declared by a court to be invalid, the remainder of this Lease shall not be affected.

(B) The term "Default Interest Rate" as used in this Lease shall mean Twelve Percent (12%) per annum or the maximum interest rate permitted by law, whichever is lower.

(C) The submission of this Lease to Tenant for review or Tenant's signature does not constitute a reservation of, or option for, the Leased Premises or a representation that the business terms have been approved by Landlord. This Lease shall become effective as a lease or agreement only upon mutual execution. A lease which is not fully executed cannot be enforced in any manner and cannot give rise to any rights or remedies.

24. Unavoidable Delays. When either party hereto is required to do any act but is untimely in completing the act, the time attributable directly to delays caused by an Act of God, hurricane, tornado, rain, snow, cold or other weather, war, civil commotion, fire or other casualty, labor difficulties, or shortages of labor, material or equipment, government regulations or other causes beyond such party's reasonable control shall not be counted in determining the time during which such act is to be completed. In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made for delays in the collection of such proceeds and awards. The provisions of this Article shall not be applicable at all to excuse or permit delays of the time for Tenant to pay Rent or other money or to obtain and maintain insurance policies.

25. Broker. Tenant represents that no conversations or prior negotiations were had with any broker, finder or other possible claimant other than any Broker named in Article 1(O) concerning the renting of the Leased Premises and that Tenant is solely responsible for the payment of said Broker. Tenant shall defend, indemnify and hold Landlord harmless against any claims for compensation (including legal fees incurred by Landlord) arising out of any conversations or negotiations had by Tenant with anyone other than the Broker.

26. Estoppel Certificates. From time to time, within ten days following written notice, Tenant shall deliver to Landlord a signed and acknowledged written statement certifying: the date of this Lease and that this Lease is in full force and effect and unmodified except as stated; the monthly base Rent payable during the Lease Term and the Percentage Rent Rate; the date to which the Rent and other payments have been paid; whether Landlord is in default, or if there are any offsets, defenses, or counterclaims claimed by Tenant, and if a default, offset, defense, or counterclaim is claimed, specifying the specific nature and default; and stating any additional matters requested by Landlord or a mortgagee. Failure to timely furnish such statement shall be a default by Tenant.

27. Property Changes. Landlord may relocate, increase, reduce or otherwise change the number, dimensions, or locations of the parking areas, drives, exits, entrances, walks and other Common Areas or buildings. Landlord reserves the right to use portions of the Common Area for construction related activities and to erect temporary scaffolding in front of the Leased Premises. Tenant waives any claim for rent abatement, loss of business or damages arising out of any reasonable and temporary inconvenience allegedly experienced by Tenant during the course of any alteration, improvement or modernization, or during any repair activities in which Landlord is engaged. Any such changes or alterations shall not unreasonably and substantially interfere with Tenant's business or use of the Leased Premises.

28. Notices. All notices intended to impose liability on the other party or exercise a right ("Notice") shall be in writing and sent by certified or registered mail, return receipt requested, or delivered by a nationally recognized overnight courier (such as Federal Express) and in order to be effective a copy of any notice of Landlord's default must be sent by Tenant to the holders of any mortgages, ground leases or security interests as per Article 16(C). As stated in Article 16(C), Tenant's obligation to give the additional copies of notices is contingent upon Tenant having notice of such parties. Notices shall be sent to the address set forth in Article 1 (M) and (N) or to such other address as may be designated by notice. Notices shall be effective the day after the notice was sent, or if by courier delivery, the day delivered. The purposed giving of notice by any means other than written notice given in strict compliance with this Article shall be null, void and of no force or effect, even if any such other means of communication succeeds in conveying actual notice. If courier delivery is refused or not able to be made, the day delivery was first attempted shall be deemed the delivery date.

[END OF RIDER A]

**PROPERTY LEASE
Rider B**

29. Environmental. The Tenant represents that it shall not cause, permit, or suffer to exist any oil, friable asbestos, hazardous waste, hazardous material, or other waste or material regulated or limited by applicable federal, state, or local environmental law of regulation ("Hazardous Material") to be spilled, placed, held, located or disposed of on, under or about the Leased Premises.

(a) The Tenant warrants, represents, and covenants that it shall:

(i) comply strictly and in all respects with the requirements of all federal, state, and local environmental laws; notify the Landlord promptly in the event of any spill, hazardous waste pollution or contamination affecting the Property; forward to the Landlord promptly any notices relating to such matters received from any governmental agency; and pay promptly when due any fine or assessment against the Property, resulting from Tenant's occupancy;

(ii) not become involved in any operations at the Premises generating, storing, disposing or handling hazardous material or any other activity that could lead to the imposition on the Tenant, the Landlord or the Property of any liability or lien under any environmental laws;

(iii) immediately contain and remove any hazardous material which Tenant or anyone acting by, through or under Tenant, causes to be on, under or about the Property, which work must be done in compliance with applicable laws and at the Tenant's expense; and agrees that the Landlord has the right, at its sole option but at the Tenant's expense, to have any environmental engineer or other representative review the work being done;

(iv) indemnify, defend, and hold the Landlord harmless from and against any claim, cost, damage (including without limitation consequential damages), expense (including without limitation attorneys' fees and expenses), loss, liability, or judgment now or hereafter arising as a result of any claim for environmental cleanup costs, any resulting damage to the environment and any other environmental claims against the Tenant, the Landlord, or the Property arising out of the Tenant's use or occupancy of the Property. The provisions of this subparagraph (iv) shall continue in effect and shall survive the termination of this Lease.

(b) In the event Tenant fails to comply with the requirements of any environmental statutes or regulations, the Landlord may at its election, but without the obligation to do so;

(i) give such notice, cause such work to be performed and take any and all other actions as Landlord deems necessary in order to cure the failure of compliance; and

(ii) by the payment of any assessment, claim, or charge imposed by any governmental authority be thereby subrogated to the rights of such governmental authority but no such payment shall be deemed to relieve Tenant from any default hereunder or under any documents relating hereto or impair any right or remedy resulting therefrom. Any amounts paid by Landlord as a result of Tenant's failure to comply herewith, together with interest thereon at the highest rate of interest provided for by law shall be immediately due and payable by Tenant to Landlord. Tenant hereby gives to Landlord and its agents and employees access to the Property and hereby specifically grants to Landlord a license to remove any hazardous waste from the Property.

[END OF RIDER B]

EXHIBIT A
LEASED PREMISES
(Not to scale)

EXHIBIT B

LANDLORD'S WORK

Landlord shall deliver the premises in "AS IS" condition, which will specifically include a functioning, operational HVAC system as of the Rent Commencement date.

EXHIBIT C

GUARANTY

Altun Bakhshaliyev of 800 Pleasant Street, Apt.1204, New Bedford, MA 02740("Guarantor"), in consideration of 832 Rockdale LLC, a Massachusetts limited liability company with an address of 133 Faunce Corner Rd., Dartmouth, MA ("Landlord") entering into the foregoing lease with 039 Auto Sales Inc. ("Tenant") for the premises at 832 Rockdale Ave., New Bedford, MA, MA 02747, dated December 21st, 2020 (the "Lease"), hereby unconditionally guarantees to Landlord the full, faithful and punctual performance, payment, fulfillment, and observance of all of the liabilities and obligations of Tenant as tenant under said Lease.

Guarantor hereby:

(a) waives notice of and consents to, all amendments, extensions or renewals of the Lease; any and all assignments, subleases and other action that may be permitted thereunder by Landlord; any and all settlements, compromises, favors and indulgences; any and all additions and releases of persons primarily or secondarily liable; and any and all acceptances by Landlord of negotiable instruments, commercial paper and other property and agrees that none of the foregoing, should there be any, shall discharge or affect in any way the liability of Guarantors hereunder;

(b) agrees that all rights and remedies of Landlord hereunder shall survive any discharge, moratorium or other relief granted any person primarily or secondarily liable in any proceeding under federal or state law relating to bankruptcy, insolvency or the relief or rehabilitation of debtors, and any consent by Landlord to, or participation by Landlord in the proceeds of any assignment, trust, or mortgage for the benefit of creditors or any composition or arrangement of debts may be made without Guarantor being discharged or affected in any way thereby;

(c) waives any right to require marshalling or exhaustion of any right or remedy against any person, collateral or other property; and

(d) waives presentment, demand, protest and notice of default, nonpayment, and protest and all demands, notices and suretyship defenses generally.

Proceedings may be brought against Guarantor under this Guaranty without first proceeding against Tenant. Guarantor shall remain bound notwithstanding that Tenant may be relieved of any obligations under the Lease by operation of law or otherwise. Without limiting the foregoing, in the event that Landlord's rights to damages or other payments under the Lease are limited pursuant to the operation of the Federal Bankruptcy Act or otherwise, Guarantor shall remain fully liable for the amount that otherwise would have been payable to Landlord irrespective of such limitation.

Without limiting the generality of the foregoing, (a) this Guaranty shall not be released, modified or in any way affected by any release, pursuant to the operation of the Federal Bankruptcy Act or otherwise, of any person liable under the Lease, and (b) the obligations of Guarantor under this Guaranty shall not be released, modified, or in any way affected by any case, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation, or arrangement of Tenant or by any defense Tenant might have by reason of any order, decree, or decision in or resulting from any such case, including, without limitation, rejection of the Lease and in such event Guarantor's obligations shall be determined as if such case, order, decree, decision or rejection had not occurred.

This Guaranty shall be enforceable by the successors of Landlord as Landlord under the Lease.

WITNESS the execution hereof as an instrument under seal this 21st day of December, 2020.

Witness:

Altun Bakhshaliyev, President

z:\panagakos\832 rockdale ave, nb-lease-039 auto sales(9987)\lease.docx

COMMITTEE ON APPOINTMENTS & BRIEFINGS

RECEIPT

DATE: 3/2/2021

OWNER(S): Alton Bakhshalyev

BUSINESS NAME: 039 Auto Sales

BUSINESS ADDRESS: 832 Rockdale Ave.

FOR MOTOR VEHICLE: Sales and/or Rentals

Body Repair

General Repair

Light Service

AMOUNT RECEIVED: Seven Hundred Dollars (\$700.00)

Angelic Taylor
Angelic Taylor
Office Assistant III