

THE COMMONWEALTH OF MASSACHUSETTS

OF

508-823-5534

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE  
OR ASSEMBLE SECOND HAND MOTOR VEHICLES  
OR PARTS THEREOF

Arocha @ united  
auto network  
z.com

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a . . . . . class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? UNITED AUTO ASSOCIATES INC.  
DBA UNITED AUTO NETWORK

Business address of concern. No. 133/135 W. CENTRAL ST.  
Natick MA 01760 City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? . . . . .  
CORPORATION

3. If an individual, state full name and residential address.

4. If a co-partnership, state full names and residential addresses of the persons composing it.

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President ARAQUI MEDES ROCHA, 100 TRIPP ST., FRAMINGHAM, MA

Secretary DRUM ROCHA MARTINS

Treasurer ARAQUI MEDES ROCHA, 100 TRIPP ST., FRAMINGHAM, MA

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? YES

If so, is your principal business the sale of new motor vehicles? N.P.

Is your principal business the buying and selling of second hand motor vehicles? YES

Is your principal business that of a motor vehicle junk dealer? NO

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

THE ADDITIONAL BUILDING (24,000 SF) WILL BE USED AS  
OFFICES AND SHOWROOM, FOR BETTER ACCOMMODATES THE  
CUSTOMERS.

8. Are you a recognized agent of a motor vehicle manufacturer? *N.P.*  
(Yes or No)

If so, state name of manufacturer

9. Have you a signed contract as required by Section 58, Class 1? *N.P.*  
(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? *YES*  
(Yes or No)

If so, in what city — town *NOTEN*

Did you receive a license? *YES* For what year? *SINCE 2015*  
(Yes or No)

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? *N.P.*  
(Yes or No)

Sign your name in full. *ARQUIMEDOS ROCHA*  
(Duly authorized to represent the concern herein mentioned)

Residence *100 TRIPP ST. PRISMINGHAM, MA*

### IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH  
FULL INFORMATION, AND FALSE STATEMENTS  
HEREIN MAY RESULT IN THE REJECTION OF  
YOUR APPLICATION OR THE SUBSEQUENT  
REVOCATION OF YOUR LICENSE IF ISSUED

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

## LEASE

THIS INDENTURE OF LEASE dated as of July 19, 2017, is made by and between South Natick Partners III, LLC, or his assignee with place of business of 245 West Central St., Natick, MA 01760 ("Landlord") and United Auto Natick, LLC, a Massachusetts limited liability company with a place of business at 133 West Central Street, Natick, MA 01760 ("Tenant").

WITNESSETH that for and in consideration of the rents herein reserved and the covenants and agreements herein contained and expressed and to be kept, performed and fulfilled, the parties agree as follows:

### Section 1 - Premises.

1.1 Landlord leases to the Tenant, and Tenant hereby leases from Landlord the building at 133 West Central Street, Natick, Massachusetts (the "Building") and the parking spaces all as outlined in green as shown on Exhibit A attached hereto and made a part hereof (the "Premises").

1.2 Tenant hereby accepts the Premises in its current condition, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Premises or the suitability of the Premises for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Premises and is not relying on any representations of Landlord, Landlord's agents with respect thereto. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession, unless otherwise noted herein.

### Section 2 - Term.

The term of this Lease shall begin September 1, 2017 provided that the parking lot of the Premises is completed by said date, and if not, then this Lease shall begin upon the completion of the parking lot of the Premises and shall continue for five successive years to May 31, 2022 (the "Term").

### Section 3 - Rent.

Commencing upon the signing of this Lease the Tenant shall:

- 3.1 From October 1, 2017 to August 31, 2018 the Tenant shall pay to the Landlord for the Premises \$71,500.00 payable at the rate of \$6,500.00 per month.
- 3.2 From September 1, 2018 to August 31, 2019 the Tenant shall pay to the Landlord for the Premises \$90,000.00 payable at the rate of \$7,500.00 per month.
- 3.3 From September 1, 2019 to August 31, 2022 (3-years) the Tenant shall pay to the Landlord for the Premises \$324,000.00 payable at the rate of \$9,000.00 per month.

3.4 At the signing of this Lease the Tenant will pay to the Landlord a Security Deposit of \$6500.00 and the last month's Rent of \$9000.00 for a total of \$15,500.00. It is agreed that the Security Deposit and the last month's Rent of this Lease will not be put in escrow by the Landlord but will become funds that the Landlord can use.

#### Section 4 - Payment of Rent and Late Charges.

Payments due under Sections 3 above shall be made at Landlord's address set forth in Section 28, or such other place as Landlord may designate in writing, on or before the first of each month. If the payment is not received by Landlord on the first day of each month, Landlord shall be entitled to, and Tenant shall pay to Landlord a late fee equal to \$200.00 and if payment is not received by the 10th of the month, Tenant shall be in default of this Lease. All payments under this Lease shall be paid to Landlord without notice or demand, and without abatement, deduction, and counter claim or set-off. Any payment of Rent, Real Estate Tax Rent as hereinafter defined or Common Area Rent as hereinafter defined not received by the first day of each month shall be a default of this Lease.

#### Section 5 - Taxes and Assessments.

Landlord shall pay and discharge all real estate taxes and levies, and charges and governmental impositions, duties and charges of like kind and nature, which shall or may during the term of this Lease be charged, laid, levied or imposed upon or become a lien or liens upon the Building and the Property. Tenant shall pay all personal property taxes and other governmental impositions on its personal property and fixtures located at the Premises. Tenant shall also pay its proportionate share of the increase in real estate taxes beginning with the state fiscal year of 2017 and shall be based upon the number of square feet it is renting relates to the total rentable area of the entire Building. Said payment shall be called the Real Estate Tax Rent and shall be estimated at the commencement of the Lease and paid each month on a 1/12<sup>th</sup> basis. At the beginning of February of each year the Real Estate Tax Rent shall be adjusted to reflect the over payment or under payment of the previous months.

#### Section 6 - Quiet Enjoyment.

The Tenant upon paying all of the rents set forth herein and observing the other covenants and conditions herein upon its part to be observed, shall peaceably and quietly hold and enjoy the Premises without hindrance by, from or through Landlord, subject to the terms of this Lease, including without limitation Landlord's rights of entry delineated in Section 24 hereof.

#### Section 7 - Signs.

Landlord shall have the right to maintain the sign for the tenants in the Building which is on a pole or poles on the Southerly side of the ORS; Tenant shall maintain a sign identifying the name of its business at all times and must utilize the existing sign location on the property. Tenant shall be responsible at its costs to comply with all the sign laws in the Town of Natick, MA. The sign shall be at Tenant's sole cost and in addition to the specifications in the preceding sentences, must be in compliance with all federal, state and local laws and ordinances. If Tenant proposes to alter the existing signage (other than

changing the name of the business), Tenant shall obtain the prior written consent of the Landlord, and consent of the Town of Natick.

#### Section 8 - Repairs and Maintenance by Tenant.

8.1 Tenant shall, at its own expense, be responsible for all maintenance and repairs to the IRS including, without limitation, outdoor and indoor light bulbs, ballasts, use-related fixtures such as lifts used to service vehicles (hydraulic or otherwise), alarm system serving the IRS, all interior painting desired by Tenant, and replacement of broken glass within the Premises (which includes the exterior windows). Tenant shall employ suitable contractors (approved by Landlord) to perform maintenance of said items. Tenant shall also promptly make any repairs lawfully required by any public authority as a result of changes in statutes or regulations which become effective subsequent to the beginning of the term of this Lease and which repairs are required because of the nature of the occupancy of the Premises by Tenant or the manner in which it conducts its business therein as a Class II Licensed operator only and not as general retailer of goods. At the expiration of this Lease or earlier termination hereof for any cause herein provided for, Tenant shall deliver up the Premises to Landlord broom clean, free of all the Tenant's property including but not limited to all vehicles, and in the same state of repair as at the beginning of the term hereof, wear and tear, taking by eminent domain and damage due to fire or other casualty insured against excepted.

8.2 Landlord makes no warranties or representations regarding indoor air quality or condition within the Premises. Furthermore, Landlord shall have no responsibility regarding indoor air quality or condition (through rent offset by Tenant or otherwise), such responsibility being solely that of Tenant, unless caused by circumstances solely within the control of the Landlord. Tenant has conducted or has had the opportunity to conduct all testing regarding indoor air quality and condition, and hereby releases Landlord for any claim therefore. Landlord reserves the right to access the leased premises on a monthly basis to inspect and replace if necessary the HVAC filters or any other portion of the Premises to inspect or maintain.

8.3 In the event Tenant fails to make promptly any repairs required of Tenant hereunder, or fails to perform any of its other obligations, Landlord may, at its option, if such failure continues for more than five (5) days after Tenant's receipt of written notice by Landlord, make such repairs or perform such obligations to Tenant's account and the cost thereof will become an obligation of Tenant under this Lease, payable within thirty (30) days of demand and shall be deemed Rent, the nonpayment of which shall be a default under this Lease.

8.4 The Tenant shall be responsible for any sewer line stoppages it causes or for any damage caused by the Tenant to the wiring, electrical panel; conduits, electric lines, lights, light fixtures, and for any damage to any bathroom fixtures and any fixture within the IRS.

8.5 The Tenant will police, sweep and keep free of rubbish the area around the Premises from the exterior edge of the Premises to a point 25 feet therefrom.

8.6 The Tenant will be responsible for the removal of snow from the Premises

#### Section 9 - Landlord's Maintenance, Repair and Replacement Obligations.

Except for damage caused by any act or omission of Tenant, or Tenant's employees, agents, contractors or invitees, Landlord shall be responsible for structural maintenance, repair, and, if necessary, replacements of the roof, foundation and exterior walls of the Building, plumbing and electrical systems and all common areas of the Building and the Property. In connection with the foregoing, Landlord shall maintain the same during the term hereof consistent with their condition as of the date hereof, reasonable wear and tear, casualty and condemnation excepted, however, Landlord shall not be obligated to maintain, repair or replace any windows, doors, plate glass or interior surfaces of walls contained in the Building. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair or replace. The parties acknowledge that Tenant has responsibility for all other maintenance and repairs to the IRS and the ORS, together with payment of all reasonable costs and expense associated with the IRS and ORS excepting only any responsibility specifically accepted by Landlord hereunder. Tenant hereby waives the benefit of any present or future laws, ordinances and regulations which may provide Tenant the right to repair the Premises or Property at Landlord's expense or to terminate this Lease because of the condition of the Property or Premises. The Landlord shall have the right to maintain the mulch area on the southerly side of the ORS and mulch the area in outside area in front of the IRS. Landlord shall be responsible for snow plowing only in the common areas. Proportionate share shall mean the percentage of space the Tenant is occupying in the Building compared to the entire Building.

#### Section 10 - Alterations and Additions.

Tenant shall not make structural alterations or additions to the Premises, but may make non-structural alterations provided Landlord consents thereto in writing prior to the commencement of any such proposed alterations. All such allowed alterations shall be at Tenant's sole expense and shall be in quality at least equal to the present construction. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record without cost to Landlord. Any alterations or improvements made by Tenant shall at the option of the Landlord become the property of Landlord at the termination of occupancy as provided herein. Landlord shall have the right to require the Tenant to *remove* said improvement unless agreed to in writing otherwise by the parties prior to the alteration being made by the Tenant. Landlord reserves the right to require that Tenant demolish and remove, at Tenant's sole expense, any alterations or improvements made by Tenant. Such demolition and removal will be completed prior to Tenant vacating the Premises upon the expiration or termination of this Lease.

#### Section 11 - Machinery, Equipment, Trade Fixtures, Personal Property, Inventory of Vehicles -

11.1 Tenant agrees that it shall not install any machinery, equipment, trade fixtures or appurtenances thereto in the Premises that cannot be removed from the Premises without damage to the Premises, unless required by Tenant's insurer, or any specific

requirements of the manufacturer or installer of any such equipment, and in any such case, not without Landlord's prior written consent.

11.2 Tenant agrees that:

11.2.1 all machinery and equipment, and appurtenances thereto, installed in the Premises by Tenant, or by any employee, agent or subcontractor of Tenant, which may be removed from the Premises without damage to the Premises, and

11.2.2 all moveable trade fixtures, furniture, furnishings installed or located in the Premises, including inventory of vehicles shall be deemed to remain the personal property of Tenant and that all such machinery, equipment, appurtenances and movable trade fixtures, furniture, furnishings and any other personal property, including inventory of vehicles, of Tenant or of any employee, agent or subcontractor of Tenant which is located at the Premises (collectively, the "Personal Property"), must be removed from the Premises, at or prior to the expiration of this Lease or its earlier termination for reason. Tenant shall repair any damage occasioned by such removal and shall restore the Premises to its condition as at the beginning of the term hereof, reasonable wear and tear, taking by eminent domain and damage due to fire or other casualty insured against excepted.

11.3 Any Personal Property, including inventory of vehicles, which remains at the Premises:

11.3.1 after the same are left on the Premises by Tenant (whether at the expiration of the term hereof or otherwise), may be removed from the Premises by Landlord and stored for the account of Tenant, and if Tenant shall fail to reclaim such property within fourteen (14) days following its leaving the Premises (the release of such Personal Property being expressly conditioned upon Tenant's payment in full of all obligations due and owing hereunder), subject to the claims of any secured creditors, such Personal Property may be appropriated, sold, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without obligation to account therefor; or

11.3.2 after the termination of this Lease by summary process, may be removed from the Premises by Landlord or its agent and stored and/or disposed of in accordance with the Massachusetts Law regarding property abandoned or unclaimed by tenants. In any such case, unless prohibited by Massachusetts Law, Tenant shall pay to Landlord all reasonable costs incurred by Landlord in removing, storing, selling, destroying or otherwise disposing of any such Personal Property, including reasonable attorney's fees and expenses, less income from the sale of such Personal Property.

## Section 12 - Utilities, Cleaning and Trash Removal.

Tenant shall make arrangements for, and shall pay when due all charges for:

12.1 all separately metered utilities (as applicable), including but not limited to gas, electricity, water, sewer, heat, power, telephone;

12.2 cleaning and janitorial services for the interior of the Premises;

12.3 trash removal services for all wastes from the Premises; and

12.4 any other services supplied to Tenant at the Premises, and shall hold and save Landlord harmless from any expense or liability connected therewith. Landlord shall be

under no responsibility to supply either heat or hot water to the Premises at any time whatsoever. Landlord will provide and maintain in good working order utility connections up to the exterior wall of the IRS. In no event shall Landlord be responsible or liable to Tenant or anyone claiming under Tenant for failure or cessation of supply of any utilities, unless such cessation is due to any acts or omissions of the Landlord. Tenant shall be responsible to maintain the Premises and shall obtain an annual service contract for the same with a service provider reasonably acceptable to Landlord.

### Section 13 - Use of the Premises.

13.1 Premises shall be used only for a used vehicle dealership and automobile repair shop for the automobile dealership only and not for the general public, all subject to appropriate licensing and permitting by the Town of Natick, including but not limited to the number of automobiles/vehicles that can be stored on the Property, and in accordance with G.L. c. 140, as amended, and any other applicable law. **It is acknowledged and understood by the Parties that no auto body work, as such term is commonly understood in the industry, including but not limited to painting of automobiles or other vehicles shall be conducted by Tenant. It is also acknowledged, understood and agreed to by Tenant that the Premises may be used for one business, and one business only, as prescribed by the applicable Town license.** In its use of the Premises, the Tenant shall not allow any vehicle on the ORS which is in excess of nine (9) feet tall. The Tenant may temporarily store vehicles over 9 feet tall in the area on the east side of the Premises where the approximately 15 spaces are located but not for more than one

#### 13.2 Tenant shall:

13.2.1 take all reasonable measures to minimize any damage to the Premises, the Building and the Property incidental to such use, including without limitation, the installation of lifts (hydraulic or otherwise), and

13.2.2 comply with all statutes, ordinances and regulations applicable to the use thereof, including, without limiting the generality of the foregoing, the Zoning Ordinance of the Town of Natick, Massachusetts, as now in effect or as hereafter amended. In addition, if the applicable laws, ordinances, codes or regulations require or if Landlord's insurance underwriter suggests that Tenant's use suggests or requires that any additional safety sprinklers or safety appliances be installed, Tenant shall furnish such items at its sole cost and expense.

13.2.3 notwithstanding any provision to the contrary in this Lease, may provide maintenance service only to those customers the Tenant has sold vehicles and no others and mandatory (by law because of said sale) repair services to those customers.

13.2.4 notwithstanding any provision to the contrary in this Lease, not put up any sign advertising the maintenance or repair of vehicles.

13.3 Tenant shall not injure or deface, or commit waste with respect to the Premises, nor occupy or use the Premises in such manner as to constitute a nuisance of any kind, nor for any purpose nor in any manner in violation of any present or future laws, rules, requirements, orders, directions, ordinances or regulations of any governmental or lawful authority including Boards of Fire Underwriters. Tenant shall, immediately upon the discovery of any unlawful, illegal, disreputable or extra hazardous use, take all necessary steps to discontinue such use. Tenant shall pay all extra insurance premiums, which may be caused by the use that Tenant may make of the Premises.



13.4 Tenant shall procure all licenses or permits required by Tenant's use of the Premises.

13.5 Tenant's use of entrance and exists to the Premises, and designated parking areas on the Property shall be subject to any reasonable rules or regulations that may be established from time to time by Landlord. Tenant shall be required, at its own cost and expense, to clear the Premises of snow and ice when necessary and to clear the walkways and entrances from the common area from the entrance/exit doors of the IRS out into the common area five 5feet.

13.6 Tenant shall not permit any employee, servant, agent, invitee or visitor of Tenant to violate the covenants or obligations of Tenant hereunder.

#### Section 14- Assignment.

(a) Tenant shall not, without the prior written consent of Landlord, assign or sublease this Lease in whole or in part, or mortgage, pledge or encumber its leasehold interest hereunder. With respect to an assignment, the Landlord's consent will not be unreasonably withheld if the assignee's use, financial capacity, and use requirements are acceptable to Landlord. Any request for such consent shall be accompanied with reasonably detailed information regarding the creditworthiness and business experience of the proposed assignee. The proposed new tenant shall submit a financial statement and such other information the Landlord shall reasonably require. In the event of such assignment, Tenant may assign liability to new occupant for all the rental payments called for under the terms of this Lease and for the performance of all covenants herein to be performed by Tenant. If the Tenant is allowed to assign this Lease by the Landlord and the assignee is paying more rent either in a lump sum or otherwise then the Landlord shall have the right to 50% of the lump sum or increase in rent.

#### Section 15 - Mechanic's Lien.

In the event of the filing in the Middlesex (or any other) County Registry of Deeds of any notice of a builder's, supplier's or mechanic's lien on the Premises arising out of any work performed by or on behalf of Tenant, Tenant shall cause said lien to be released and discharged within thirty (30) days of the filing of the lien, or otherwise consistent with Massachusetts law.

#### Section 16 - Liability.

Landlord shall not be liable for any injury or damage to any person happening on the Premises or for any injury or damage to the Premises or to any property of Tenant or to any property of any third person, firm, association or corporation on the Premises. Tenant shall indemnify and save Landlord harmless from and against any and all liability and damages, costs and expenses, including reasonable attorney fees and expenses, and from and against any and all suits, claims and demands of any kind or nature, by and on behalf of any person, firm, association or corporation, arising out of or based upon any incident, occurrence, injury or damage which shall or may happen on the Premises and from and against any matter or thing growing out of the condition, maintenance, repair,

alteration, use, occupation or operation of the Premises or the installation of any property therein or the removal of any property therefrom. It is understood and agreed that all covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches during Landlord's and Landlord's successors' respective ownership of Landlord's interest hereunder. In no event shall Landlord be liable to Tenant for any indirect, special, or consequential damages suffered by Tenant from whatever cause.

#### Section 17 - Liability Insurance.

Tenant shall throughout the term hereof procure and carry, at its expense, commercial general liability insurance on the Premises with an insurance company authorized to do business in Massachusetts and reasonably acceptable to Landlord. Such insurance shall be carried in the name of and for the benefit of Tenant and Landlord; shall be written on an "occurrence" basis; and shall provide coverage of at least \$1,000,000.00 in case of death of or injury to one person; at least \$2,000,000.00 in case of death of or injury to more than one person in the same occurrence; and at least \$1,000,000.00 in case of loss, destruction, or damage to property. Tenant shall also maintain workers' compensation insurance and commercial automobile insurance as required by applicable law. Tenant shall furnish to Landlord a certificate of such insurance that shall provide that the insurance indicated therein shall not be canceled without at least thirty (30) days' written notice to Landlord. Tenant will provide such insurance at the signing of this Lease and at each renewal.

#### Section 18 - Waiver of Subrogation.

All insurance policies carried by either party covering the Premises, including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. Each of the parties hereby waives all claims for recovery from the other party for any loss or damage to any of its property insured under such insurance policies not containing such subrogation waivers.

#### Section 19 - Condemnation, Destruction or Damage.

If the Premises, or any material portion thereof, are taken by eminent domain, or condemned for public use, this Lease may be terminated by either party except as provided below, and any and all awards for such taking shall be the exclusive property of Landlord. Nothing contained herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation to, damage to, or cost of removal of, equipment and other personal property belonging to Tenant, provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award to any mortgagee. As to all other claims that the Tenant may have it expressly assigns such claim to the Landlord.

## Section 20 - Repossession by Landlord.

At the expiration of this Lease or upon the earlier termination of this Lease for any cause herein provided for, Tenant shall peaceably and quietly quit the Premises and deliver possession of the same to Landlord.

## Section 21 - Mortgage Lien.

Tenant agrees that this Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of:

21.1 any mortgage constituting a lien of the Property, or any part thereof, at the date hereof,

21.2 the lien of any mortgage hereafter executed to a bank, trust company or other recognized lending institution to provide permanent financing or refinancing of the land and improvements containing the Premises, and

21.3 any renewal, modification, consolidation or extension of any mortgage referred to in clauses 21.1 and 21.2. Tenant shall, upon demand at any time or times with at least ten (10) business days prior written notice, execute, acknowledge and deliver to Landlord, any and all instruments that may be requested to evidence or confirm the subordination this Lease and all rights of Tenant hereunder to the lien of any mortgage referred to in clauses 21.1, 21.2, or 21.3, of the preceding sentence. Upon request of Tenant, Landlord agrees to use good faith commercially reasonable efforts to cause its mortgage lender to enter into a subordination, non-disturbance and attornment agreement with Tenant on such mortgage lender's standard form.

## Section 22 - Environmental Matters.

22.1 Except as explicitly authorized by Tenant's government-issued license(s), permits or otherwise by applicable local state or federal law pursuant to Tenant's use of the Premises as an automobile dealership and repair shop, Tenant represents and covenants that it shall not dispose of any Hazardous Waste nor shall it use the Premises for the Storage, Treatment or Disposal of Hazardous Wastes, except in full compliance with all applicable laws, regulations and requirements of Governmental Authorities (as hereinafter defined). For the purposes of this Lease, the terms Hazardous Waste, Storage, Treatment and Disposal are defined by cumulative reference to the following sources, as amended from time to time: (1) The Resource Conservation and Recovery Act of 1976, 42 USC §6901 et seq (RCRA); (2) EPA Federal Regulations promulgated thereunder and codified in 40 C.F.R. Parts 260-265 and Parts 122-124; (3) Chapter 21C and 21E of the Massachusetts General Laws; and regulations promulgated thereunder by any agency or department of the Commonwealth of Massachusetts. Promptly, upon the request of Landlord, Tenant shall provide Landlord with a list of all Hazardous Materials generated, stored, treated, or used on the Premises.

22.2 As used in this Section, the term "Hazardous Material" shall mean any substance, water or material which has been determined by Massachusetts, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances

designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, and/or any other governmental agency, federal, state, or local, now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authority(ies)").

22.3 Tenant agrees to take responsibility for any remedial action required by Government Authorities having jurisdiction regarding any Hazardous Material or Hazardous Waste owned, controlled, used or manufactured by Tenant, or for which Tenant is otherwise legally responsible. Tenant shall pay all costs in connection with any such investigation or remedial activity including, without limitation, all installation, operation, maintenance, testing, and monitoring costs, all power and utility costs and any and all pumping taxes or fees that may be applicable to Tenant's activities. Tenant shall perform all such work in a good, safe and workmanlike manner, in compliance with all laws and regulations thereto, and shall diligently pursue any required investigation and remedial activity until Tenant is allowed to terminate these activities by those Government Authorities having jurisdiction.

22.4 Tenant shall conduct any testing, monitoring, reporting and remedial activities in connection with the Premises in a good, safe and workmanlike manner, and in compliance with all laws and regulations applicable thereto. Tenant shall promptly provide Landlord with copies of any testing results and reports that are generated in connection with Tenant's activities and unless required by law the Tenant shall not submit any finding to any Government Authority.

22.5 Tenant shall use its best efforts (including payment of money) not to cause or suffer any lien to be recorded against the land and building containing the Premises as a consequence of, or in any way related to, the presence, remediation or disposal of Hazardous Material or Hazardous Waste in or about the Premises, including any mechanics' liens and any so-called state, federal or local "superfund" lien relating to such matters.

#### Section 23 - Americans With Disabilities Act.

After the Commencement Date, Tenant shall comply with the Americans with Disabilities Act of 1990 as the same has been or may be amended from time to time ("ADA") and the regulations promulgated thereunder. Tenant hereby expressly assumes all responsibility for compliance with the ADA relating to the Premises and the activities conducted by Tenant within the Premises. Any alterations to the Premises made by Tenant for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Lease; provided, that Landlord's consent to such alterations shall not constitute either Landlord's assumption in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or confirmation by Landlord that such alterations comply with the provisions of the ADA.

#### Section 24-Default.

24.1 In the event

24.1.1 any installment of rent shall not be paid by the tenth day of each month; or

24.1.2 any installment of rent not paid by the first day of the month and paid by the tenth day of the month without the late fee of \$200,00 for such late payment; or

24.1.3 Tenant defaults in the performance or observance of any other covenant or condition in this Lease and such default of such performance (other than the payment of rent) or observance remains not remedied for fifteen (15) days after written notice thereof has been received by Tenant; or

24.1.4 Tenant makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee of or for Tenant of any substantial part of its property, commences any proceeding relating to Tenant or any substantial part of its property under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or there is commenced against Tenant any such proceeding which remains un-dismissed for a period of ninety (90) days, or any order approving the petition in any such proceeding is entered, or Tenant by any act indicates its consent to, or acquiescence in any such proceeding or the appointment of any receiver or trustee for Tenant of any substantial part of its property, or suffers any such receivership or trusteeship to continue not discharged for a period of sixty (60) days, then in any of such events, Landlord may immediately or at any time thereafter and without demand terminate this Lease by written notice to Tenant thereof, or, without demand or notice enter upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove their effects forcibly, if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant.

24.2 Upon such termination notice or entry this Lease shall terminate, and Tenant shall then immediately quit and surrender the Premises to Landlord, but Tenant shall be liable for not more than six month rent together with the cost or re-renting the Premises which shall include but be limited to any real estate brokerage fee and the reasonable attorney fees for reviewing the new lease.

24.3 Following termination, without prejudice to other remedies Landlord may have by reason of Tenant's default or of such termination, Landlord may

24.3.1 peaceably reenter the Premises upon voluntary surrender by Tenant or remove Tenant therefrom and any other persons occupying the Premises, using such legal proceedings as may be available;

24.3.2 repossess the Premises or re-let the Premises or any part thereof for such term (which may be for a term extending beyond the remainder of the Lease term), at such rental and upon such other terms and conditions as Landlord in Landlord's sole discretion shall determine, with the right to make alterations and repairs to the Premises; and

24.3.3 remove all personal property of the Tenant therefrom and dispose of the property as the Landlord determines in the Landlord sole judgment.

24.4 Following termination, Landlord shall have all the rights and remedies of a landlord provided at law and in equity. The amount of damages Tenant shall pay to Landlord following termination shall include all rent unpaid up to the termination of this Lease.

24.5 Landlord shall not be in default on any of its obligations under this Lease, unless it shall fail to cure said default within forty-five (45) days after Tenant has provided Landlord with written notice of such default; provided, however, if the default cannot be cured within

said forty-five (45) day period, Landlord shall have such further period as may be required by Landlord as long as it is reasonably proceeding to cure said default, but in no event shall such further period exceed an additional one hundred twenty (120) days.

#### Section 25 - Attorneys Fees and Expense Reimbursement.

If either party becomes a party to any third-party litigation concerning this Lease, the Premises or the Property by reason of any act, omission, or breach of representation by the other party, the party that causes the other party to become involved in the litigation shall be liable to that party for that party's reasonable attorneys' fees and costs incurred in such litigation. Notwithstanding any provision in the Lease to the contrary, and in addition to any other remedies Landlord may have at law or equity and/or under this Lease, in the event that Landlord incurs attorneys' fees or costs in connection with the collection of rent or other amounts due hereunder, or in connection with the enforcement of any provision hereof, Tenant shall pay such reasonable attorneys' fees and costs to Landlord immediately upon demand, unless such enforcement results in litigation and Tenant prevails in such action, in which case the subsequent sentence shall apply. If either party commences an action against the other party arising out of or in connection with this Lease, upon obtaining a final unappealable or unappealed judgment from a court of competent jurisdiction, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

#### Section 26 - Access to Premises.

Landlord or its representatives and agents shall have free access to the Premises at reasonable intervals, including during normal business hours (upon at least 24 hours written notice to Tenant (including via email) except in an emergency in which event, no notice shall be required) for the purpose of inspection, or for the purpose of showing the Premises to prospective purchasers, lenders or tenants, or for the purpose of conducting maintenance, making repairs or installing replacements which Landlord is obligated to do hereunder or which Tenant is obligated to do hereunder but has failed or refused to do. The preceding sentence does not impose upon Landlord any obligation to conduct maintenance, make repairs or install replacements. Landlord also reserves the right to alter, change, close or limit access to any portion of the common areas in the Building or on the Property or to designate portions of such common areas for use by a single tenant of the Property, so long as prior written notice is given to Tenant (including via email) and as long as such designation does not materially and adversely impede Tenant's use of the Premises, as such is defined in Section 13 hereof, although Tenant acknowledges that such activities may result in inconvenience to Tenant.

#### Section 27 - Holding Over.

Except for written mutual consent by Landlord and Tenant, any holding over by Tenant after the expiration of the term of this Lease shall be treated as a daily tenancy at sufferance at a rate equal to two hundred percent (100%) of the rent and additional rent herein provided (prorated on a daily basis) and shall otherwise be on the terms and conditions set forth in this Lease as far as applicable.

#### Section 28 - Notices.

All notices, requests and other communications required or permitted under this Lease shall be in writing and shall be:

28.1 personally delivered; or

28.2 sent by certified mail, return receipt requested, postage prepaid; or

28.3 sent by a national overnight delivery service which maintains delivery records with signature required;. Notices shall be delivered or mailed to the addresses indicated below. All notices shall be effective and deemed received upon delivery (or refusal to accept delivery). Either party may change its notice address upon written notice to the other party.

If to Landlord:

South Natick Partners III, LLC.  
c/o Lance LaFave  
245 West Central Street  
Natick, MA 01760  
Email: lance@newtondistributing.com

With a Copy to:

Matthew Henson  
Henson Klein LLP  
120 Water Street  
Boston, MA 02109

If to Tenant:

United Auto Natick, LLC  
c/o Arquimedes Rocha  
and/or Bruno Medina  
135 West Central Street  
Natick, MA 01760  
Email:  
[arocho@unitedautonatick.com](mailto:arocho@unitedautonatick.com);  
[bmedina@unitedautonatick.com](mailto:bmedina@unitedautonatick.com)

With a Copy to:

#### Section 29 - Succession.

This Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto. The Landlord shall have with notice to the Tenant to assign this Lease to any third party or entity and such third party or entity shall without further notice become the Landlord to the extent it or he/she had been named as Landlord in the first instance. This Section shall not be construed to give Tenant the right to assign this Lease, which shall be governed by Section 14 hereof.

#### Section 30- Waiver.

Any consent, expressed or implied, by either party to any breach by the other party of any covenant or condition of this Lease shall not constitute a waiver of any prior or succeeding breach of the same or any other covenant or condition of this Lease. Acceptance by Landlord of rent or other payment with knowledge of a breach or default under any term hereof by Tenant shall not constitute a waiver by Landlord of such breach or default. This Lease shall not be modified or canceled except by writing executed by Landlord and Tenant.

#### Section 31 Landlord's and Tenant's Representations.

31.1 Landlord represents that no other leases for this Premises exists as of June 2013, and that all prior leases for the Premises have terminated. No other representations of any kind or nature concerning the Premise or any part thereof not contain herein. have been made to the Tenant either before or at the time of the execution of this Lease.

31.2 The Tenant represents to the Landlord that it does hereby relinquish to the Landlord any rights that the former tenant may have granted to the Tenant by way of an assignment of the former tenant's lease for the Premises to the Tenant.

#### Section 32 - Entire Agreement.

This Lease is the only agreement between the parties pertaining to the Lease of the Premises, and no other agreements shall be effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendments shall be void.

#### Section 33 - Tenant Authority.

If Tenant is a partnership or limited liability company, each person or entity signing this Lease for Tenant personally represents and warrants that he/she/it is a general partner of the partnership or a manager or managing member of the company, that he/she/it has full authority to sign for the partnership and that this Lease binds the partnership or company and all general partners of the partnership or the company and its members.



#### Section 34 - Execution of Lease.

This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Submission of this Lease to Tenant shall not constitute an option to Lease, and this Lease shall not be effective until execution and delivery by both Landlord and Tenant.

#### Section 35 - Brokerage.

The parties represent and warrant to each other that they had no contact with any real estate broker, salesman or finder in connection with the transaction resulting in this Lease. Each of Landlord and Tenant hereby agrees to indemnify and hold the other harmless from and against any claims for brokerage commissions, if such party has misrepresented the statements set forth in this Section; such indemnification to include reasonable attorneys' fees and costs incurred in connection with defending any such claims.

#### Section 36 -Construction.

In the event it shall be necessary to determine the meaning of this Lease, of any part thereof, this Lease shall be read in its entirety to determine such meaning. There shall be no favorable construction imposed upon or against either party resulting from any perceived imbalance in either party's bargaining power. Although the printed provisions of this Lease were drawn by Landlord, this Lease shall be construed not for or against Landlord or Tenant but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

#### Section 37 - Governing Law.

This Lease shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

#### Section 38 - Force Majeure.

With respect to any services, including, without limitation, electric current or water to be furnished by Landlord to Tenant, or obligations to be performed by Landlord hereunder, Landlord shall in no event be liable for failure to furnish or perform the same when (and the date for performance of the same shall be postponed so long as) Landlord is prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or perform such obligations or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or Tenant's servants, agents, employees, licensees, invitees or any person claiming by, through or under Tenant.

#### Section 39 - Invalidity of Particular Provisions.

If any term or provisions of this Lease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

#### Section 40 - Recording.

Tenant agrees not to record this Lease.

#### Section 41 - Status Report.

Recognizing that Landlord may find it necessary to establish to third parties, such as accountants, prospective purchasers, banks, mortgagees or the like, the then current status of performance hereunder, Tenant, on the request of Landlord made from time to time, shall within ten (10) days furnish to Landlord, a statement of the status of any matter pertaining to this Lease, including without limitation, acknowledgments that (or the extent to which) each party is in compliance with its obligations under the terms of this Lease.

#### Section 42 -Performance Contingent Upon License Transfer.

The parties' intent to execute this Lease agreement upon agreement of all terms and conditions, however, Parties acknowledge and agree that performance of the Lease is contingent upon the Tenant successful obtaining a Class II Dealership License from the Town of Natick Massachusetts which the Tenant shall actively pursue. The Tenant also agrees to pay rent for the month of June which will be nonrefundable if it does not receive said License. The Parties agree to cooperate and participate in the process to obtain the license.

#### Section 43- Vehicles.

The Tenant will dispose of in any lawful manner the vehicles that were left by the previous tenant to the Premises.

#### Section 44 -Environmental Remediation.

Tenant acknowledges that the Premises may be contaminated by oil or hazardous substances that may require remediation, and agrees that it shall cooperate with the Landlord and its Contractors, agents, and representatives in any and all efforts related to the testing, treating, and remediation of said Premises. Landlord shall use his best effort to provide the Tenant with at least 24-hour notice of any remediation activity.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed under seal and delivered by their respective duly authorized representatives as of the

day and year first above written.

LANDLORD:  
Natick Partners III, LLC

WITNESS:

By: \_\_\_\_\_  
Name: Lance LaFave

\_\_\_\_\_  
Name

TENANT:  
United Auto Natick, LLC

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name

**EXHIBIT A**

DEPICTION OF PREMISES  
CALCULATION OF INTERIOR SQUARE FOOTAGE

(SEE ATTACHED)



**COMMUNITY AND ECONOMIC  
DEVELOPMENT**

BUILDING

PLANNING

ZONING

CONSERVATION

No. 41

**BUILDING DEPARTMENT**

13 EAST CENTRAL ST. NATICK, MA 01760

Date: April 9, 2018

**CERTIFICATE OF OCCUPANCY**

*United Auto Natick*

This is to certify that permission is granted under Sec. 120 of the State Building Code and granted under Sec. VID of the Natick Zoning Bylaws for the OCCUPANCY as a used car sales lot located at *133 West Central Street*, Natick, MA.

A handwritten signature in black ink, appearing to read "David Gusmini".

David Gusmini  
Building Commissioner