

THE COMMONWEALTH OF MASSACHUSETTS

OF

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

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?

Bostonyan Auto Group Inc
DBA

Business address of concern. No.

119 Worcester St

St.,

Natick MA

City — Town.

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

yes

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

Aromayis Melikyan

Secretary

Haykaz Kostanyan

Treasurer

Haykaz Kostanyan

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?

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?

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

Buying and selling second hand motor vehicles with light repairs in the back garage for only inventory vehicles.

8. Are you a recognized agent of a motor vehicle manufacturer?

NO
(Yes or No)

If so, state name of manufacturer

9. Have you a signed contract as required by Section 58, Class 1?

NO
(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

Hyannis MA

Did you receive a license?

yes
(Yes or No)

For what year?

2011-2017

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?

NO
(Yes or No)

Sign your name in full.

Aramayis Melikyan

(Duly authorized to represent the concern herein mentioned)

Residence.

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)

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application after investigation
(Approved or Disapproved)

License No. granted Fee \$

Signed

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CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO (EXTRACT)

SECTION 57. No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles.

SECTION 58. Licenses granted under the following section shall be classified as follows:

Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license.

Class 3. Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts, may be granted a motor vehicle junk license.

SECTION 59. The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which shall expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no case shall exceed \$100.00. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for addition thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of property abutting on the premises where such license or permit is proposed to be exercised. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder; and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The decision of the justice shall be final.

Additional Information Requested by the Town of Natick/Natick Police Department for background check purposes:

License applicant's Social Security Number or Employee I.D. Number: 83-0763845

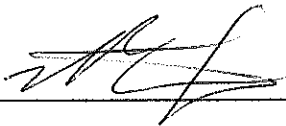
Date of Birth: 12/10/1982

Place of Birth: Armenia

Phone number: 774 251 0555

Email address: bostonyanautogroup@gmail.com

Please sign here to confirm that you have reviewed the Natick Business Recycling and Waste Guide.



Please submit 2 copies of Form 53

Must submit \$25,000 Surety Bond and Proof of repair facilities

Submit Natick Information and Workers Compensation forms,

Please also submit the following materials with your application:

A check payable to the Town of Natick for \$100

A set of floor plans and site plan

A copy of the Bill of Sale or Lease Agreement

A copy of your Articles of Organization (if a Corporation)

A copy of the Membership Agreement and list of members (if an LLC)

A copy of the partnership agreement if a partnership

If the land has not been leased before, the Building Commissioner will need additional information about the zoning of the land. It is the policy of the Board of Selectmen not to consider any applications until all land issues have been resolved.

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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? Bostonian Auto Group Inc.

Business address of concern. No. 119 Worcester St. St.,
Natick MA City — Town.

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

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 Aramayis Melikyan
Secretary Haykaz Kostanyan
Treasurer Haykaz Kostanyan

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

Buying and selling second hand motor vehicles with light repairs in the back garage only for inventory vehicles.

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

If so, state name of manufacturer

9. Have you a signed contract as required by Section 58, Class 1? **NO**
(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 **Hyannis MA**

Did you receive a license? **yes** For what year? **2011-2017**
(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? **NO**
(Yes or No)

Sign your name in full. **Aramay B. Melikyan**
(Duly authorized to represent the concern herein mentioned)

Residence

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Phone number: 774 251 0555

Email address: bostonyanautogroup@gmail.com

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STANDARD FORM COMMERCIAL LEASE

1. PARTIES

119 Worcester Street Realty Trust c/o Laham Management & Leasing, Inc., LESSOR, which expression shall include its successors, and assigns where the context so admits, does hereby lease to Aramayis Melikyan and Bostonyan Auto Group, Inc., jointly and severally (and collectively, "LESSEE"), which expression shall include his successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described Leased Premises:

2. PREMISES

LESSOR hereby demises and leases unto LESSEE and LESSEE hereby hires from LESSOR, subject to the conditions hereinbelow set forth, the premises described in Exhibit A (hereinafter called the "Leased Premises") and known as 119 Worcester Street, Natick, Massachusetts 01760.

3. TERM

The term of this Lease shall be for five (5) years, commencing on August 1, 2018, and ending on July 31, 2023. LESSEE shall have the option to extend this Lease for an additional term of five (5) years upon the same terms and conditions except that rent shall be adjusted to the then prevailing market rate agreed upon by LESSOR and LESSEE but in no event less than rent for the initial term nor greater than 5% increase per annum over the initial term rent, and provided further that LESSEE is not then in default or in default at the expiration of the original terms and notifies LESSOR in writing of their intention to exercise this option net less than 180 days prior to the expiration of the original term.

4. RENT

The LESSEE shall pay to the LESSOR without demand and without set off or deductions of any kind (Base Rent) rent for the Leased Premises for the initial term of the Lease shall be the sum of Eighty-Four Thousand (\$84,000.00) Dollars per year, payable in advance in equal monthly installments of Seven Thousand (\$7,000.00) Dollars on the first day of each month.

Base Rent payments are due on the first day of the month and shall be considered late if received after the fifth (5th) day of the month. In the event that LESSEE fails to make any Base Rent payment on or before the fifth (5th) day of the month, LESSEE shall pay a late charge in the amount of five percent (5%) of the Base Rent due.

In the event that LESSEE exercises this option to extend this Lease, then Base Rent for said option term shall be determined and annually increased as provided above.

5. ADDITIONAL RENT

As additional rent, LESSOR shall pay all of the real estate taxes assessed to the Premises by the Town of Natick on or before the due date and all insurance premiums for hazard and casualty insurance presently carried on the Premises. At LESSOR's option at any time LESSOR may estimate the annual amount of such additional rent and require LESSEE to pay each month in addition to Base Rent, one-twelfth (1/12) of LESSOR's estimated additional rent. If the LESSOR obtains an abatement of any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the LESSEE. The LESSEE shall make payment to LESSOR within ten (10) days after delivery of written notice to LESSEE that the additional rent hereunder is due.

6. SECURITY DEPOSIT

Upon the execution of this Lease, LESSEE shall pay to LESSOR the sum of Fourteen Thousand (\$14,000) Dollars which shall be held by LESSOR, without interest, as security for LESSEE's performance as herein provided. The deposit shall be returned to LESSEE at the termination of this Lease provided there exists no breach of any undertaking of LESSEE hereunder. LESSOR shall have the absolute right, at any time, to apply or use all or any part of the security deposit to cure any default by LESSEE hereunder and/or to reimburse LESSOR for payments made or liabilities incurred to effect any such cure. If all or any part of the security deposit is so used or applied, LESSEE shall immediately, upon request by LESSOR, restore the security deposit to its then required amount. LESSEE shall not have the right to call upon LESSOR to apply all or any part of the security deposit to cure any default or fulfill any obligation of LESSEE; such use shall be solely in the discretion of the LESSOR. Upon any conveyance by LESSOR of its interest under this Lease, the security deposit shall be delivered by the LESSOR to LESSOR's grantee or transferee. Upon any such delivery LESSEE hereby releases LESSOR of any and all liability with respect to the security deposit, its application and return, and LESSEE agrees to look solely to such grantee or transferee. It is further understood that this provision shall also apply to subsequent grantees and transferees.

7. UTILITIES

The LESSEE shall pay, as they become due, all bills for electricity, including the electricity for running the fan coil unit. The LESSOR agrees to provide all other utility service (except to the extent that the same are furnished

through separately metered utilities or separate heating system, if any) to the Leased Premises during normal business hours on regular business days, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR'S control. LESSOR shall provide at the commencement of the Lease term the equipment for heat, electricity, and hot water in as is condition, LESSEE acknowledging and agreeing that the same are in good working order. LESSOR shall not have any obligation to provide utilities or equipment other than the utilities and equipment within the Leased Premises as of the commencement date of this Lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE'S sole obligation, provided that such installation shall be subject to the written consent of the LESSOR, which consent shall not be unreasonably withheld.

8. USE OF LEASED PREMISES

(a) The LESSEE shall use the Leased Premises only for the purpose of a used car lot, including activities incidental thereto such as repair of inventory or warranty repairs. All such use and occupation shall at all times be licensed in compliance with all applicable laws, ordinances, rules, and regulations of any governmental authority.

(b) LESSEE shall maintain order and decorum in the Leased Premises (including without limitation the control of noise) consistent with the normal conduct of a used car lot.

(c) LESSEE further agrees to conform to the following provisions during the entire term of this Lease:

(i) LESSEE shall not place on the exterior or interior of the Leased Premises (including, but without limitation, windows, doors, and entrance lobbies) any signs other than those signs (including the design, number and location of such signs and any replacement thereof) which shall first have been approved by LESSOR, such approval not to be unreasonably withheld by LESSOR. Under no circumstances will neon or flashing signs be approved. All interior signs must be professionally prepared.

(ii) LESSEE agrees that it and its employees and others connected with LESSEE'S operations at the Leased Premises will abide by all reasonable rules and regulations from time to time established by LESSOR by written notice to LESSEE with respect to the Building so long as the same do not substantially interfere with the use permitted hereunder.

9. COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the Leased Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal bylaw or ordinance in force in the city or town in which the Leased Premises are situated.

Without limiting the generality of the foregoing, LESSEE, at its expense, shall dispose of all wastes and byproducts in accordance with all applicable federal, state and local in accordance with all applicable federal, state and local laws, rules, ordinances and regulations. LESSEE shall remove all other trash, rubbish and debris from the Leased Premises at its sole expense.

10. MAINTENANCE

The LESSEE agrees to accept the Leased Premises "AS IS" and to maintain the Leased Premises in good and clean condition and in good repair, and in the same condition as it is at the commencement of the term, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to replace glass therein, acknowledging that the Leased Premises are now in good order and the glass whole. The LESSEE shall not permit the Leased Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste.

The LESSEE agrees to maintain the building which is part of the Leased Premises in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSOR or those for whose conduct the LESSOR is legally responsible. LESSOR shall not be responsible for making any other improvements or repairs to the building or the Leased Premises or for performing other maintenance except as otherwise expressly provided in this Lease, except for the foundation of the building and the roof.

11. ALTERATIONS AND ADDITIONS

The LESSEE shall not make structural alterations or additions to the Leased Premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE'S expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the Leased Premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or

improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

All alterations consented to by LESSOR shall be performed diligently and in a good and workmanlike manner and shall be expeditiously completed in compliance with all laws, ordinances, orders, rules, regulations and requirements. LESSEE shall procure Certificates of Insurance from all workers performing such alterations as well as all permits and licenses required by any governing authority having jurisdiction over the Leased Premises and the business to be conducted in the Leased Premises. LESSEE shall include LESSOR as an additional indemnitee on any indemnification bonds against performance, liens, costs, damages and expenses in forms and amounts reasonably satisfactory to the LESSOR in connection with all alterations.

12. SUBORDINATION

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the Leased Premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, provided that this Lease continues in full force and effect in case of foreclosure, and that LESSEE shall not be disturbed as long as LESSEE is not in default hereunder.

13. LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the Leased Premises and may remove signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do without disrupting LESSEE'S business except in the event of an emergency in which case LESSOR may take immediate action and may show the Leased Premises to others at any time within three (3) months before the expiration of the term, may affix to any suitable part of the Leased Premises a notice for letting or selling the Leased Premises or property of which the Leased Premises are a part and keep the same so affixed without hindrance or molestation.

14. INDEMNIFICATION AND LIABILITY

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes as a result of LESSEE'S negligence, as well as from any nuisance made or suffered on the Leased Premises.

LESSEE hereby covenants to indemnify and save LESSOR harmless from and against any and all claims, liabilities or penalties asserted by or on behalf of any person, firm, corporation or public authority:

(a) On account of or based upon any injury to person, or loss of or damage to property sustained or occurring on the Leased Premises on account of or based upon the act, omission, fault, negligence or misconduct of any person;

(b) On account of or based upon any injury to person, or loss of or damage to property sustained or occurring in or about the Property and other than on the Leased Premises (and, in particular and without limiting the generality of the foregoing, on or about the stairways, public corridors, sidewalks, concourses, approaches, areaways, roof or other appurtenances and facilities used in connection with the Building or the Property) arising out of the use or occupancy of the Building or the Leased Premises by the LESSEE or by any person claiming by, through or under LESSEE, and caused by the act, omission, fault, negligence or misconduct of any person, in addition to and not in limitation of subparagraph (a) above;

(c) On account of or based upon (including monies due on account of) any work or thing whatsoever done (other than by the LESSOR or its contractors or agents or employees of either) on the Leased Premises during the term of this Lease, any further time during which LESSEE occupies the Leased Premises and during the time, if any, prior to the commencement date when LESSEE may have been given access to the Leased Premises; and

In respect of any of the foregoing, from and against all costs, expenses (including, without limitation, reasonable attorney's fees and expense) and liabilities incurred in or in connection with any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against LESSOR by reason of any such claim, LESSEE upon notice from LESSOR shall at LESSEE'S expense resist and defend such action to LESSOR, it being agreed that such counsel as may act for LESSEE'S insurance underwriters engaged in such defense shall be deemed satisfactory, LESSEE to have sole and exclusive authority to decide whether, where, and when to arbitrate, try, or settle any such claim or action as long as said decision does not adversely affect the LESSOR.

LESSOR shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, electrical disturbance, water, rain or snow or leaks from any part of the Building or Property or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature, unless caused by or due to the act, omission, fault, negligence or misconduct of LESSOR, or its agents, servants or employees; nor

shall LESSOR or its agents be liable for any such damage caused by other LESSEES (other than LESSOR) or persons in the Building or caused by operations in construction of any private, public or quasi-public work.

15. LESSEE'S LIABILITY INSURANCE

The LESSEE shall maintain with respect to the Leased Premises and the property of which the Leased Premises are a part comprehensive public liability insurance in the amount of \$1,000,000.00 per person and \$2,000,000.00 per occurrence with property damage insurance in limits of \$500,000.00 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR, as well as LESSEE, against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each insured named therein.

16. FIRE INSURANCE

The LESSEE shall not permit any use of the Leased Premises which may prevent the obtaining of, or which will make void or voidable any insurance on the property of which the Leased Premises are a part, or on the contents of said property or which may create any extra premiums or any increase in the rate of any such insurance over that normally applicable to buildings of the kind, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other LESSEES, all extra insurance premiums caused by the LESSEE'S use of the Leased Premises. The LESSOR shall not be responsible for insuring the LESSEE'S property or inventory.

17. FIRE CASUALTY-EMINENT DOMAIN

(a) If the Leased Premises or any part thereof are damaged or destroyed in whole or in part by fire or other casualty, or demolished by the order or action of any public authority, this Lease Agreement shall, except as otherwise provided herein, remain in full force and effect; and LESSOR shall at its sole cost and expense within a reasonable period of time repair and rebuild the Leased Premises so as to restore them to their condition before such damage, destruction, or demolition, provided that LESSOR shall not be responsible for delays in such reconstruction and restoration for causes beyond LESSOR'S control. There shall be an abatement of rent equitably proportional to the loss of use of the Leased Premises because of such damage, destruction or demolition, and such abatement shall commence as of the time of the damage, destruction,

or demolition and continue until the completion of the reconstruction and restoration. If the building of which the Leased Premises are a part is destroyed and damaged by fire, or other casualty within the scope of LESSOR'S fire and extended coverage insurance so that more than forty (40%) percent of the Leased Premises is rendered untenable, or if the building is destroyed or damaged from any other cause so that more than sixty (60%) percent of the building is rendered untenable, either party may, at its own election, by written notice to the other party, within thirty (30) days after such destruction terminate this Lease. If the whole of the Leased Premises is taken by condemnation, then this Lease shall terminate as of the date of such taking. If forty (40%) percent or more of the Leased Premises is taken by condemnation, LESSEE may terminate this Lease by giving written notice to LESSOR within thirty (30) days after receipt of such taking. If the Lease is terminated by reason of taking or condemnation, the rent from the date of the taking shall totally abate; if the Lease is not so terminated, the rent shall abate proportionately according to the area of the floor space of the Leased Premises which is taken by condemnation, from the time LESSOR vacates the condemned area. LESSEE assigns and grants to LESSOR all right, title and interest, present or prospective, in any award due or made because of a taking by condemnation, except any relocation award.

(b) In the event that the Leased Premises is damaged in any way as a result of an attempted break-in, a break-in, a theft, any other similar incident, or by fire, water or otherwise as a result of LESSEE'S negligence, then the LESSEE shall at its own expense, repair and/or replace any and all damage to the Leased Premises.

(c) All of the records, materials, fixtures, equipment, furniture, effects and property of every kind, nature and description owned by the LESSEE and all persons claiming by, through and under said LESSEE which, during the duration of this Lease or for any occupancy of the Leased Premises by LESSEE or by anyone claiming under the LESSEE, that may be on the Leased Premises, shall be there at the sole risk and hazard of the LESSEE or anyone claiming under the LESSEE.

(d) LESSEE covenants and agrees that all LESSEE'S property in or upon the Leased Premises or Building, or the sidewalks, areaways and approaches adjacent thereto and any movement of such property, shall be the sole responsibility, risk and hazard of LESSEE; and LESSEE hereby indemnifies and agrees (1) to save LESSOR harmless from and against any liability, loss, injury, claim or suit, including without limitation reasonable attorney's fees and expenses, resulting directly or indirectly to LESSEE'S aforesaid property arising other than by or through the act, omission, fault or negligence of LESSOR or its servants, agents or employees and (2) that if the whole or any part thereof shall be damaged, destroyed, stolen or removed for any cause or reason whatsoever (except as stated above) no part of said damage or loss shall be charged to, or borne by LESSOR.

18. DEFAULT AND BANKRUPTCY

(a) In the event that (a) The LESSEE shall default in the payment when due of any installment of rent, additional rent or other sum herein specified; or (b) The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or (c) any breach of Paragraph 34 of the Lease; or (d) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, to declare the term of this Lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after written notice thereof, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of eighteen (18%) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

(b) In the event of any termination by LESSEE in breach of this Lease, LESSEE shall pay the minimum rent, additional rent and other sums payable hereunder up to the time of such termination, and thereafter LESSEE, until the end of what would have been the term of this Lease in the absence of such termination, and whether or not the Leased Premises shall have been re-let, shall be liable to LESSOR for, and shall pay to LESSOR, as liquidated current damages, the minimum rent, additional rent and other sums which would be payable hereunder if such termination had not occurred, less the net proceeds, if any, of any re-letting of the Leased Premises, after deducting all reasonable and necessary expenses in connection with such re-letting, including, without limitation, all repossession costs, property removal, storage and sale costs, brokerage commissions, legal expenses, attorney's fees, advertising, expenses of employees, alteration costs and expenses of preparation for such re-letting.

(c) At any time after a termination of the Lease in breach of the covenants contained herein by LESSEE, whether or not LESSOR shall have collected any such current damages, as liquidated final damages and in lieu of all such current

damages beyond the date of such demand, at LESSOR'S election, LESSEE shall pay to LESSOR an amount equal to the excess, if any, of the minimum rent, additional rent and other sums as hereinbefore provided which would be payable hereunder from the date of such demand (assuming that, for the purposes of this paragraph, annual payments by LESSEE on account of rent, additional rent, and any other amounts and charges due from LESSEE hereunder would be the same as the payments required for the immediately preceding Lease year) for what would be the then unexpired term of this Lease if the same remained in effect, over the then fair net rental value of the Leased Premises for the same period, subject to a credit to LESSEE for any such damages previously paid to LESSOR.

19. NOTICE

Any notice from the LESSOR to the LESSEE relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Leased Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE at the Leased Premises. Any notice from the LESSEE to the LESSOR relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at Laham Management & Leasing, Inc. at 500 Yarmouth Road, Hyannis, MA 02601.

20. SURRENDER

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

If LESSEE remains in the Leased Premises beyond the expiration or earlier termination of the Term of this Lease, such holding over shall not be deemed to create any tenancy, but LESSEE shall be a LESSEE-at-sufferance only and shall pay rent to LESSOR at the times and in the manner determined by LESSOR at a daily rate equal to twice the amount of all rent and other sums payable under this Lease as of the day preceding the expiration or termination of this Lease as aforesaid.

21. ASSIGNMENT AND SUBLEASING

Except as otherwise provided in this provision, LESSEE shall not assign, mortgage, pledge, encumber or otherwise transfer this Lease or sublet the whole or any part of the Leased Premises or permit occupancy of the Leased Premises or any part thereof by anyone (including, without limitation, any franchisee, concessionee, or licensee) other than LESSEE whether voluntarily, involuntarily, by operation of law, or otherwise, without on each occasion obtaining LESSOR'S prior written consent, which consent shall not be unreasonably withheld. LESSOR may in its sole and absolute discretion condition such assignment upon such amendments to the Lease as LESSOR deems reasonably appropriate, and LESSOR may consider all factors it deems relevant in the circumstances, including but not limited to the credit worthiness of the proposed assignee and analysis of all financial indices relating to LESSEE as LESSOR deems appropriate, including but not limited to the proposed assignee's debt-to-worth ratio, retained current earnings, current assets, and its industry segment; further, LESSOR may require (i) an interview of the prospective assignee, including but not limited to its partners, officers, directors and any person owning directly or beneficially twenty-five percent of the equity or ownership interest of the proposed assignee and (ii) an examination by LESSOR or its representatives of all financial books and records of the proposed assignee, after which interview and review LESSOR may require a like examination as to any person whom LESSOR determines should be a guarantor of the Lease as proposed to be assigned. As used herein, the term "assign" or "assignment" shall be deemed to include (i) any transfer of all or any portion of LESSEE'S interest in the Leased Premises or in this Lease, whether voluntary, involuntary, by operation of law, or otherwise, (ii) if LESSEE be a corporation, any merger or consolidation of LESSEE with or into any other firm or corporation, and (iii) any transfer or sale (by one or more transfers or sales) of controlling stock or partnership interest in or other evidences of ownership of LESSEE, whether by sale of its capital stock or otherwise. Any such purported assignment or subletting shall, at LESSOR'S option, be deemed to be void and of no effect. No assignment or subletting shall affect the continuing primary liability of LESSEE (which, following assignment or subletting, shall be joint and several with the assignee or sub-LESSEE as the case may be). No consent to any of the foregoing in a specific instance shall operate as a waiver in any subsequent instance. It is agreed that under no circumstances shall LESSEE have the right to assign this Lease or sublet all or a portion thereof at a rent greater than provided for herein. The LESSEE

understands that the LESSOR will withhold its consent to any such assignment or subletting unless a provision is made to pay such excess rent to the LESSOR.

22. SNOW REMOVAL

The removal of snow and ice from the sidewalks bordering upon the building, the removal of snow and ice from the steps and landings adjacent to the Leased Premises, and the maintenance of the entranceway and steps shall be the sole responsibility of the LESSEE.

23. FORCE MAJEURE

Interruption or curtailment of any services or utilities to be furnished by the LESSOR to LESSEE hereunder or non-performance of any obligation of LESSOR under this Lease, if caused by any circumstances beyond the reasonable control of LESSOR, including without limitation, acts of God, breakdowns, accidents, power or other mechanical failure, war, revolution, civil commotion, emergency or acts of public enemies, any law, order, regulation, ordinance or requirement of any governmental or quasi-governmental authority or duly constituted legal body, labor unrest, strikes, lockouts, slowdowns, picketing or boycotts, failure of supply, failure whenever and so long as may be reasonably necessary by reason of the making of repairs or changes that LESSOR is required or permitted by this Lease or by law to make or in good faith deems necessary, inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or utilities or for any cause due to any act or neglect of LESSEE, its agents, employees, contractors, subcontractors, licensees, patrons, invitees, officers or directors or persons for whom LESSEE is legally responsible, shall not entitle LESSEE to any claim against LESSOR or to any abatement in rent, nor shall the same constitute eviction, whether constructive, actual, partial or whole, unless LESSOR fails to take such measures as may be reasonable in the circumstances to restore the service or utility or fulfill his obligations under this Lease. This provision shall not apply in the case of damage or destruction of the Leased Premises by fire or other casualty or taking by eminent domain in which events the obligations and rights of the parties shall be controlled by the other provisions of this Lease.

24. NONWAIVER

The failure of LESSOR or of LESSEE to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease shall not be deemed to be a waiver of such violation or to prevent a subsequent act, which would originally have constituted a violation, from having all the force and effect of an original violation. The receipt by LESSOR of minimum or additional rent with knowledge to the breach of any covenant of this Lease shall not be deemed to be a waiver of such breach by the LESSOR unless such waiver be in writing signed by LESSOR. No consent or waiver, express or implied, by

LESSOR or LESSEE to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

No acceptance by LESSOR of a lesser sum than the minimum and additional rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed to be accord and satisfaction, and LESSOR may accept such check or payment without prejudice to LESSOR'S right to recover the balance of such installment or pursue any other remedy in this Lease or at law or in equity provided.

25. ELECTION OF REMEDIES

The specific remedies to which LESSOR may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies or means of redress to which he may be lawfully entitled in case of any breach or threatened breach by LESSEE of any provisions of this Lease. In addition to the other remedies provided in this Lease, LESSOR shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions, upon application and approval by a court of competent jurisdiction.

26. SEVERABILITY

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

27. LESSOR'S RIGHT OF ENTRY

If LESSEE shall at any time default in the performance of any obligation under this Lease, LESSOR shall have the right, but not the obligation, to enter upon the Leased Premises and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by LESSOR is made in this Lease with respect to such default. In performing any such obligations, LESSOR may make any payment of money or perform any other act. All sums so paid by LESSOR (together with interest at the rate of twelve [12%] percent per year) and all necessary incidental costs and expenses in connection with the performance of any such act by LESSOR, shall be deemed to be additional rent under this Lease and shall be payable to LESSOR immediately on

demand. LESSOR may exercise the foregoing rights without waiving any other of his rights or releasing LESSEE from any of its obligations under this Lease.

28. LESSEE'S AUTHORITY

LESSEE, if other than an individual, shall deliver to LESSOR at the time of execution of this Lease, evidence that LESSEE has been authorized to enter into this Lease and of the authority of the person(s) executing this Lease to execute and deliver it and to perform any and all necessary actions in connection therewith on behalf of LESSEE and, at LESSOR'S request, evidence that LESSEE, if other than an individual, is validly and duly established under the laws of one of the United States and is qualified to do business in the Commonwealth of Massachusetts.

29. CHANGE OF OWNERSHIP OF LESSEE

If, at any time during the term of this Lease, LESSEE is:

(i) a corporation and there shall occur any change in the identity of any of the persons or entities owning or controlling forty-nine (49%) percent or more of any class of outstanding stock thereof; or

(ii) a partnership, trust or association or otherwise not a natural person (and is not a corporation) and there shall occur any change in the identity of any of the persons owning or controlling 49% or more interest in such entity, who are then members, partners or beneficiaries of such partnership, trust or association or who comprise LESSEE; LESSEE shall so notify LESSOR. In the event that either of the events described in clause (i) or (ii) should occur without LESSOR's prior consent, then LESSOR may terminate this Lease by notice to LESSEE given no later than ninety (90) days after LESSOR has received LESSEE'S notice of such event.

30. ATTORNEY'S FEES

LESSEE shall pay all reasonable expenses incurred by LESSOR, including, without limitation, reasonable attorney's fees, in enforcing any obligation of LESSEE or any remedies of LESSOR hereunder or in recovering the Leased Premises, provided LESSOR prevails in such enforcement, remedies or recovery, with resort to litigation therefor, or in any litigation in which LESSOR shall, without fault, become involved by reason of any act, omission or negligence of LESSEE or its employees, sublessees, assignees, licensees, concessionaires, officers, directors, patrons, invitees, agents or contractors retained by LESSEE whether or not LESSOR shall prevail therein.

31. GOVERNING LAW

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by laws of the Commonwealth of Massachusetts.

32. ENTIRE AGREEMENT

This Lease shall constitute the only agreement between the parties relative to the Leased Premises. No oral statements and no prior or contemporaneous written matter not specifically incorporated herein shall be of any force or effect. In entering into this Lease the LESSEE relies solely upon the representations and agreements contained herein. This Agreement shall not be modified in any way except in a writing executed by both parties.

33. WAIVER OF SUBROGATION:

(a) LESSEE and LESSOR covenant that with respect to any fire or extended coverage carried by either LESSEE or LESSOR in connection with the Leased Premises or the Building, whether or not such insurance is required by the terms of this Lease, such insurance shall provide for the waiver by the insurance carrier of any subrogation rights against the other party, its agents, servants and employees under such party's insurance policies, where such waiver of subrogation rights is commercially available and does not require the payment of an additional premium, or, if an additional premium is required to be paid, the other party offers to pay such premium after being notified of such additional premiums.

(b) Notwithstanding any other provision of this Lease, (i) LESSOR shall not be liable to LESSEE for any loss or damage, whether or not such loss or damage is caused by the negligence of LESSOR, its agents, servants or employees, to the extent that such loss or damage is covered by valid and enforceable insurance carried by the LESSEE and containing subrogation waiver provisions pursuant to paragraph (a); and (ii) LESSEE shall not be liable to LESSOR for any loss or damage, whether or not such loss or damage is caused by the negligence of LESSEE or its agents, servants or employees, to the extent that such loss or damage is covered by valid and enforceable insurance carried by LESSOR and containing subrogation waiver provisions to paragraph (a).

34. ENVIRONMENTAL MATTERS:

LESSEE shall, at all times, comply with all applicable federal, state, and local environmental and other laws, ordinances, orders or regulations now or hereafter affecting or applicable to the Leased Premises, the Property or the operation of LESSEE'S business at the Leased Premises (the foregoing laws, ordinances, orders, and regulations are hereinafter collectively referred to as "Environmental Laws"). Notwithstanding anything in this Lease to the contrary, LESSEE shall not, without LESSOR'S prior written consent, and subject to such conditions as may be imposed by LESSOR and in strict compliance with all

Environmental Laws, use, store, manufacture or otherwise generate, process, dispose of, or deposit in, on or under the Property or into any septic, sewer, drainage or other systems servicing the Property or suffer or permit the use, storage, manufacture or other generating, processing, disposal of or depositing in, on or under the Property or any septic, sewer, drainage or other system servicing the Property (collective, "Dealing With or Dealt With"), any oil, grease, chemical, hazardous or dangerous substance regulated by any public authority (hereinafter referred to as "Hazardous Substances") at, in, upon or under the interior or exterior of the Leased Premises, or the Property, whether or not above or below ground, or in any pipes, mains, conduits or ducts thereof or thereat. In connection with any LESSEE request for LESSOR consent hereunder, LESSEE shall provide LESSOR with such data, specifications and professional opinions as LESSOR may reasonably request.

Upon ten (10) days prior written request from LESSOR, LESSEE shall execute, acknowledge and deliver to LESSOR or to LESSOR'S mortgagee(s), or to such other persons or parties as LESSOR shall from time to time designate, a written statement in form and specifics satisfactory to LESSOR certifying that LESSEE has not been Dealing With or Dealt With any Hazardous Substances on or about the Leased Premises or the Property and that any Hazardous Substances used, processed or generated at the Leased Premises or by it at the Property have been removed and disposed of properly, and of LESSEE'S strict compliance with this Section.

35. INDEPENDENT COVENANTS

LESSOR and LESSEE agree that the respective covenants of LESSOR on the one hand and the LESSEE on the other hand are separate, distinct and independent.

36. CONTINGENCY


The obligations of LESSOR and LESSEE hereunder are expressly contingent upon LESSEE obtaining a Class II License for the sale of used motor vehicles from the Town of Natick on or before August 1, 2018, failing which, this Lease shall be null, void and without recourse to either party.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this, 16 day of June, 2018.

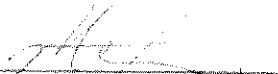
LESSOR

Laham Management & Leasing, Inc.

By 
Joseph Laham, President
Duly authorized

LESSEE

BOSTONYAN AUTO GROUP, INC.

By: 
Aramays Melikyan, President
Duly authorized

By: 
Aramays Melikyan, Individually

NOTICE OF ASSIGNMENT

EMPLOYER: BOSTONYAN AUTO GROUP INC 119 WORCESTER ST NATICK, MA 01760	COMBO I.D. 001117322 COVERAGE GROUP 1181360	STATUS OF EMPLOYER Corporation
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The Waiver of Our Right to
Recover from Others Endorsement
is available on Pool policies.
Contact your agent for details.

Coverage under this assignment
applies to Massachusetts
operations only. For coverage
outside of Massachusetts, contact
the appropriate Pool or Plan for
that state.

AGENT OR PRODUCER: SCHLEGEL & SCHLEGEL INSURANCE
PAUL SCHLEGEL
34 MAIN ST
WEST YARMOUTH, MA 02673

INSURANCE COMPANY:
AIM MUTUAL INS CO
Nina LaFauci
54 THIRD AVENUE
P O BOX 4070
BURLINGTON, MA 01803-0970
(781) 270-8822

AGENCY FEIN: 043304026

CLASSIFICATION OF OPERATION	CLASS CODE	ESTIMATED TOTAL ANNUAL REMUNERATION	RATE	ESTIMATED PREMIUM
AUTOMOBILE SALESPERSONS	8748	\$40,000	0.58	\$232
AUTOMOBILE SERVICE OR REPAIR CENTER & DRIVERS	8380	\$0	3.08	\$0
EMPLOYERS LIABILITY 100/100/500	9845			\$232
STANDARD PREMIUM				\$20
LOSS CONSTANT	0032			\$250
EXPENSE CONSTANT	0900			\$12
TERRORISM CHARGE	9740			\$287
TOTAL POLICY MINIMUM PREMIUM				\$514
TOTAL ESTIMATED PREMIUM				\$11
DIA ASSESS. 4.56%				
TOTAL EST. PREMIUM PLUS ASSESSMENT				\$525
INSTALLMENT BASIS: Annual			DEPOSIT PREMIUM:	\$525

THIS IS NOT A BILL

COMMENTS

Coverage effective 12:01 AM on 06/29/18.

DATE OF NOTICE: 06/29/18

PREPARED BY: Paulette Hoffman
EXT 514

* * SERVICING CARRIER ASSIGNMENT * *

LETTER ID: 5034745

The Workers' Compensation Rating and Inspection Bureau of Massachusetts
101 Arch Street • Boston, MA 02110
(617)439-9030 • FAX (617)439-6055 • www.wcribma.org

MASSACHUSETTS USED CAR DEALER'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

BOSTONYAN AUTO GROUP INCof 119 WORCESTER STNatickMA 01760

as Principal, and

NGM Insurance Company4601 Touchton Rd East Ste 3400Jacksonville, FL 32245-6000

authorized to do business in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto

Town of NatickTown Hall 13 E Central StNatick, MA 01760

as Obligee, for the benefit of all natural persons who suffer loss as defined by Chapter 140, Section 58 of the General Laws as amended by Chapter 422 of the Acts of 2002, by reason of purchase of a motor vehicle from the said Principal, in the sum of

Twenty Five Thousand and 00/100 Dollars(\$ 25,000.00), for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assignees, jointly and severally, firmly be these presents.

Whereas the said Principal is a Dealer having an established place of business at

119 WORCESTER STNatickMA 01760

in the Commonwealth of Massachusetts, and is required to furnish a bond in accordance with Chapter 140, Section 58.


Now, therefore, the condition of this obligation is such that if the said Principal shall faithfully observe the provisions of Chapter 140, Section 58, then this obligation shall be void and of no effect; otherwise it shall remain in full force and virtue. The aggregate liability of the Surety shall in no event exceed the amount of this bond regardless of the number of claims against the bond or the number of years the bond remains in force.

The Foregoing Agreement is Subject to the Following Conditions and Limitations:

- Section 1. Recovery Against this bond may be made by any natural person who obtains a final judgment in court against the dealer for an act or omission on which the bond is conditioned if the act or omission occurred during the term of the bond. No suit may be maintained to enforce any liability on the bond unless brought within one year after the event giving rise to the cause of action.
- Section 2. Notice of any suit under this bond must be made in writing to the Obligee (written acknowledgement of receipt of said notice by the Obligee to be prima facie evidence of compliance with this requirement of notice).
- Section 3. The Surety may cancel said bond by giving thirty (30) days notice in writing by U.S. First Class mail to the Obligee and this bond shall be deemed cancelled.

Effective this 27th day of June, 2018.

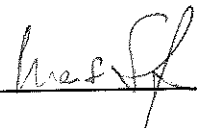
Witness


BOSTONYAN AUTO GROUP INC

(Seal)

By Principal ARAMAYIS MELIKYAN
PRESIDENT

Witness


NGM Insurance CompanyBy 

Surety

PAUL F SCHLEGEL Attorney-in-Fact



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

S-869136

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint PAUL F SCHLEGEL its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number S-869136 dated June 27, 2018 , on behalf of **** BOSTONYAN AUTO GROUP INC **** in favor of Town of Natick

for Twenty Five Thousand and 00/100 Dollars (\$ 25,000.00) and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 11th day of January, 2016.

NGM INSURANCE COMPANY By:

B. R. Fox

Bruce R. Fox
Vice President, General Counsel and Secretary



State of Florida,
County of Duval

On this 11th day of January, 2016 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R. Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 11th day of January, 2016.

Tasha Ann Philpot



Tasha Ann Philpot
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF915117
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 27th day of June , 2018 .

Nancy Giordano-Ramos

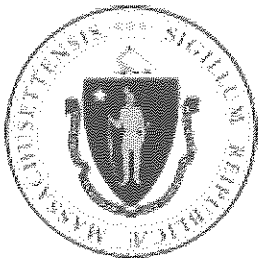


WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.





The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001330679

ARTICLE I

The exact name of the corporation is:

BOSTONYAN AUTO GROUP 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:

ALL ASPECT OF BUSINESS AND ANY OTHER ACTIVITY WHICH MAY LAWFULLY BE CARRIED ON BY A CORPORATION UNDER MASSACHUSETTS GENERAL LAW

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	1,000	\$0.00	1,000

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: LEV AGRANOVICH
No. and Street: 1007 CHESTNUT ST
City or Town: NEWTON State: MA Zip: 02464 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	ARAMAYIS MELIKYAN	119 WORCESTER ST NATICK, MA 01760 USA
TREASURER	HAYKAZ KOSTANYAN	119 WORCESTER ST NATICK, MA 01760 USA
SECRETARY	HAYKAZ KOSTANYAN	119 WORCESTER ST NATICK, MA 01760 USA
DIRECTOR	ARAMAYIS MELIKYAN	119 WORCESTER ST NATICK, MA 01760 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 SALE

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

No. and Street: 119 WORCESTER ST
City or Town: NATICK State: MA Zip: 01760 Country: USA

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

No. and Street:

119 WORCESTER ST

City or Town:

NATICK

State: MA

Zip: 01760

Country: USA

which is

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

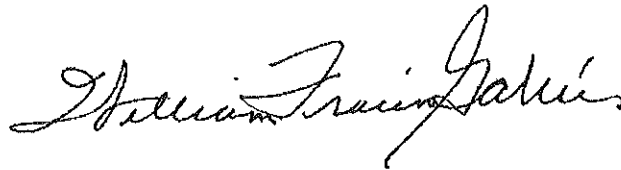
Signed this 4 Day of June, 2018 at 12:50:49 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

ARAMAYIS MELIKYAN

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:

June 04, 2018 12:48 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth