

SECOND HAND MOTOR VEHICLE DEALER LICENSE APPLICATION

Application Fee \$500.00

Date September 10, 2010

FOR CITY CLERK'S OFFICE ONLY
Date Recorded 2010 SEP 14 AM 11:42
Amount Paid \$500.00
CITY CLERK'S OFFICE
SOMERVILLE, MA

New Application Check one: Class 1 Class 2 Class 3

Renewing Application with Additions or Changes

Renewing Application with NO Additions or Changes

*0 CARS IN
18 OUT*

Business Name: Somerville Avenue Motors, Inc. Phone: 617-625-0021

Business DBA Name (if applicable): _____

Address with Zip Code: 595 Somerville Avenue, Somerville, MA 02143

Tax Identification Number: 27-3236237 Check one: SSN FEIN

Mailing Name (where we should send correspondence to): Somerville Avenue Motors, Inc

Address with Zip Code: 595 Somerville Avenue, Somerville, MA 02143

Property Owner Name: JAC Realty Trust Phone: 617-201-4698

Address with Zip Code: c/o Anne Marie Carnes, 189 Cambridge St., Winchester, MA 01890

Emergency Contact 1: Douglas Barbosa Phone: 781-866-6428

Emergency Contact 2: _____ Phone: _____

Type of Business (Check one): Sole Proprietor Partnership (inc. LLP) Trust
 Corporation (inc. LLC) Other _____

IF A SOLE PROPRIETOR:

Owner's Name: _____

Address with Zip Code: _____

IF A PARTNERSHIP, TRUST OR CORPORATION (Attach additional sheets as needed):

Partner's/Member's/President's Name: Douglas Barbosa

Address with Zip Code: 219 Albion Street, Wakefield, MA 01880

Partner's/Member's/Secretary's Name: Douglas Barbosa

Address with Zip Code: 219 Albion Street, Wakefield, MA 01880

Partner's/Member's/Treasurer's Name: Douglas Barbosa

Address with Zip Code: 219 Albion Street, Wakefield, MA 01880

Are you engaged principally in the business of buying, selling or exchanging motor vehicles? Y N

Is your principal business the sale of new motor vehicles? Y N

If yes, are you a recognized agent of a motor vehicle manufacturer, or do you have authority to sell the vehicles of a motor vehicle manufacturer via a written contract? Y N

If yes, provide the name of the manufacturer(s): _____

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

If yes, have you obtained a \$25,000 bond pursuant to MGL c. 140 § 58, for this business, at this location? Y N

If yes, do you have access to a repair facility to comply with the warranty obligations imposed by MGL c. 90 § 7N¼? Y N

If yes, provide the name of the repair facility: ~~Foreign Auto Center~~, Cambridge, MA

Is your principal business that of a motor vehicle junk dealer? Y N

Have you ever obtained a license to deal in second hand motor vehicles or parts? Y N

If yes, list year, city and state _____

Have you ever been denied a license to deal in second hand motor vehicles or parts? Y N

If yes, list year, city and state _____

Have you ever had a license to deal in second hand motor vehicles or parts revoked or suspended? Y N

If yes, list year, city and state _____

Describe all of the premises to be used in the business: The lot with the trailer facility located at 595 Somerville Avenue, Somerville, MA.

The hours of operation for used car dealers are Monday through Friday, 8 AM to 6 PM, Saturday, 8 AM to 2 PM, and Sunday, Closed. If you require different hours of operation, list them and explain:

ACKNOWLEDGEMENT

I hereby state that all information provided on this application is true and accurate, and I understand that any information that is found to be false or misleading may result in the forfeiture of this license. This license will only be effective for the listed location, will expire on December 31, and will be subject to all of the terms, conditions, and limitations set forth in the Somerville Code of Ordinances, any applicable State and Federal laws, and any conditions prescribed by the City of Somerville.

Signature of Applicant: Douglas Barbosa Date 09-08-10

Business Name: Somerville Avenue Motors, Inc.

Business Address: 595 Somerville Avenue, Somerville, MA 02143

FOR NEW APPLICANTS:

INSPECTIONAL SERVICES DEPARTMENT RECOMMENDATION:

The building located at the premises mentioned above is in a BA Zone.

- The use is permitted as of right
- The use requires a special permit
- The use is prohibited

Class 1 & 2: Maximum number of vehicles to be kept on the premises: N/A inside
18 cars outside

Signature: Al Bargas

Date: 9-13-10

Print Name: Al Bargas

Title: Building Inspector

POLICE DEPARTMENT RECOMMENDATION:

The Chief of Police recommends that the application be

- Approved
- Denied

Signature: Jeffrey S. Cabral

Name and Title: Chief of Police

781-866-6428



City of Somerville, Massachusetts
Finance Department, Treasury Division

WARNING: TREASURY NEEDS FIVE BUSINESS DAYS TO PROCESS THIS FORM.

CERTIFICATE OF GOOD STANDING

Exact name of taxpayer/applicant's business: Somerville Avenue Motors, Inc.

Address of taxpayer/applicant's business in Somerville: 595 Somerville Ave, Somerville, MA02145

Address of taxpayer/applicant's home in Somerville: _____

Taxpayer/applicant's phone: day: 781-866-6428 evening: _____

I, (print name) Douglas Barbosa, the undersigned Taxpayer, do hereby certify that all the information contained herein is true and correct and all taxes and fees due the City have been paid or that the Taxpayer has entered into an agreement to pay all taxes and fees and is current on said agreement.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY, this 31st day of

August, 2010. Douglas Barbosa
(Taxpayer's signature)

CITY'S ACKNOWLEDGEMENT

DATE OF ISSUANCE: _____ INCLUDES RELEVANT POSTINGS THROUGH: _____

TAXES AND ACCOUNT NUMBER(S) INCLUDED IN CERTIFICATE:

Real Estate # 0310508L Water/Sewer # 242085001 Personal Property # [scribble] Other: # _____

NOTES:

CLERK'S INITIALS: [Signature]

ORIGINAL STAMP:

received
9-14-10

**MASSACHUSETTS DEPARTMENT OF REVENUE
REVENUE ENFORCEMENT AND PROTECTION (REAP) ATTESTATION**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State tax returns and paid all State taxes required under law.

Somerville Avenue Motors, Inc.

*Signature of Individual or Corporate Name (Mandatory)

David Barba

By: Corporate Officer (Mandatory, if a corporation)

27-3236237

**Social Security Number (Voluntary) or Federal Identification Number (Mandatory, if a corporation)

* This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c. 62C s. 49A.

**The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 600 Washington Street
 Boston, Mass. 02111**

Workers' Compensation Insurance Affidavit - General Businesses

Applicant information:

Name: Somerville Avenue Motors, Inc.
 Address: 595 Somerville Avenue
 City: Somerville State: MA Zip: 02145 Phone #: 781-866-6428

- | | | |
|--|----------------|---|
| <input checked="" type="checkbox"/> I am an employer with <u>1</u> employees (full and/or part time). | Business Type: | <input type="checkbox"/> Retail |
| <input type="checkbox"/> I am a sole proprietor or partnership and have no employees. | | <input checked="" type="checkbox"/> Restaurant/Bar/Eating Establishment |
| <input type="checkbox"/> We are a corporation that has exercised our right of exemption per c152 s1(4), and have no employees. | | <input type="checkbox"/> Office and/or Sales (real estate, auto, etc.) |
| <input type="checkbox"/> We are a nonprofit organization staffed by volunteers and have no employees. | | <input type="checkbox"/> Nonprofit |
| | | <input type="checkbox"/> Entertainment |
| | | <input type="checkbox"/> Manufacturing |
| | | <input type="checkbox"/> Health Care |
| | | <input type="checkbox"/> Other |

Workers' compensation insurance information (if applicable):

Insurance Company Name: Travelers Property Casualty Company of America
 Address: P.O. Box 3556
 City: Orlando State: FL Zip: 32802 Phone #: 800-443-4404
 Policy #: 7PJUB-4344P70-1-10 Expiration Date: 8/14/2011

Applicant certification:

Failure to secure coverage as required under Section 25A of MGL 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one years' imprisonment as well as civil penalties in the form of a STOP WORK ORDER and a fine of \$100.00 a day against me. I understand that a copy of this statement may be forwarded to the Office of Investigations of the DIA for coverage verification.

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

Signature: Douglas Barbosa Date: 09-08-10
 Print Name: DOUGLAS BARBOSA

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

City or Town: _____ Permit/License #: _____
 Contact Person: _____ Phone #: _____

| | |
|--------------------------|---------------------|
| <input type="checkbox"/> | Board of Health |
| <input type="checkbox"/> | Building Department |
| <input type="checkbox"/> | City/Town Clerk |
| <input type="checkbox"/> | Licensing Board |
| <input type="checkbox"/> | Selectmen's Office |
| <input type="checkbox"/> | Other |

MASSACHUSETTS

DRIVER'S LICENSE

REGISTRAR

11-18-2011 11-18-1984

CLASS B REST B HGT 5-07 SEX M

DOB 11-18-2011

BARBOSA DOUGLAS A



219 ALBION ST # 3

WAKEFIELD, MA

01880-3122

11-18-1984

Barbara

United Nations Geneva, Inc

JUL 2011

Affiliation
Uniformed Services
Association of the
Army

Expires
2011 JUL 08

BARBOSA, DOUGLAS ANANIAS

Pay Grade Rank
E1 PVT

Geneva Conventions Identification Card






Massachusetts



Western Surety Company

SECOND HAND MOTOR VEHICLE DEALER BOND

(Mass. Gen. Laws Ann. 140, § 58(c))

Bond No. 70979751

KNOW ALL PERSONS BY THESE PRESENTS:

Effective Date: August 16, 2010

That we, Somerville Avenue Motor, Inc., as Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto persons who purchase a vehicle from the Principal and who suffer loss on account of a breach of the condition of this bond described below, in the sum of not to exceed TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

WHEREAS, the Principal is a second hand motor vehicle dealer and is required to furnish a bond or equivalent proof of financial responsibility pursuant to Mass. Gen. Laws Ann. 140, § 58(c)(1).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay the amount of actual damages, not to exceed the amount of this bond, to any person who purchases a vehicle from the Principal and who suffers loss on account of: (a) the Principal's default or nonpayment of valid bank drafts, including checks drawn by the Principal for the purchase of motor vehicles; (b) the Principal's failure to deliver, in conjunction with the sale of a motor vehicle, a valid motor vehicle title certificate free and clear of any prior owner's interests and all liens, except a lien created by or expressly assumed in writing by the buyer of the vehicle; (c) the fact that the motor vehicle purchased from the Principal was a stolen vehicle; (d) the Principal's failure to disclose the vehicle's actual mileage at the time of sale; (e) the Principal's unfair and deceptive acts or practices, misrepresentations, failure to disclose material facts or failure to honor a warranty claim or arbitration order in a retail transaction; or (f) the Principal's failure to pay off a lien on a vehicle traded in as part of a transaction to purchase a vehicle when the Principal had assumed the obligation to pay off the lien, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, that recovery against this bond may be made only by a person who obtains a final judgment in a court of competent jurisdiction against the Principal for an act or omission on which this bond is conditioned, if the act or omission occurred during the term of this bond. No suit may be maintained to enforce any liability on this bond unless brought within one (1) year after the event giving rise to the cause of action. This bond shall cover only those acts and omissions described above. The Surety shall not be liable for total claims in excess of the bond amount, regardless of the number of claims made against this bond or the number of years this bond remains in force.

This bond shall be continuous and may be cancelled by the Surety by giving thirty (30) days' written notice of cancellation to the municipal licensing authority at City of Somerville, 93 Highland Ave., Somerville, MA 02143

by First Class U.S. Mail.

Address

Dated this 16th day of August, 2010

Somerville Avenue Motor, Inc.

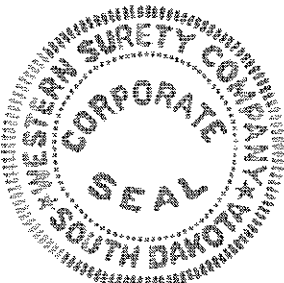
_____, Principal

By: _____

WESTERN SURETY COMPANY, Surety

By: Paul T. Bruflat

Paul T. Bruflat, Senior Vice President



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruffat of Sioux Falls,
State of South Dakota, its regularly elected Senior Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One SECOND HAND MOTOR VEHICLE DEALER

bond with bond number 70979751

for SOMERVILLE AVENUE MOTOR, INC.

as Principal in the penalty amount not to exceed: \$25,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

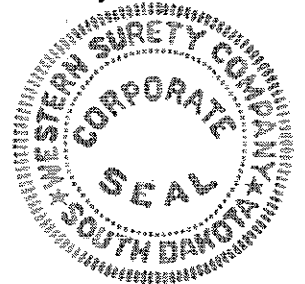
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with the corporate seal affixed this 16th day of August, 2010.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

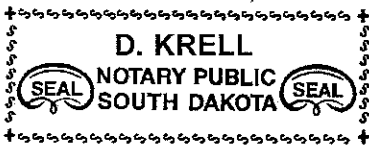
WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 16th day of August, 2010, before me, a Notary Public, personally appeared Paul T. Bruffat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



D. Krell
Notary Public

My Commission Expires November 30, 2012



COMMERCIAL LEASE

1. PARTIES

Anne Marie Carnes, Trustee of JAC Realty Trust which expression shall include her heirs, successors, and assigns where the context so admits, (hereinafter referred to as the "Lessor") does hereby lease to Somerville Avenue Motors, Inc., a corporation, which expression shall include its successors, executors, administrators, and assigns, (hereinafter referred to as "Lessee").

2. PREMISES

The premises known as and numbered 595 Somerville Avenue, Somerville, Massachusetts, (hereinafter referred to as the "Premises").

3. TERM

The term of the lease shall be for Five (5) years commencing on September 1, 2010 and ending on August 31, 2015.

4. EXTENSION TERM:

One (1) Five (5) year option to extend the Lease, which extensions shall be deemed exercised unless Lessee shall have notified Lessor in writing at least six (6) months prior to the expiration of the existing term of said Lease stating that they shall not be exercising such option.

5. RENT

Years 1-5

During the first five years of the lease, the Lessee shall pay the Lessor rent at the rate of Twenty Four Thousand Dollars (\$24,000.00) per annum payable on the first day of each month in advance in monthly installments of Two Thousand Dollars (\$2,000.00) each.

Year 6-10 (Option Term)

The rent for the five year option term shall be at market rate to be agreed upon by the parties. In the event the Lessor and Lessee are unable to agree upon the fair market rental value of the Premises the matter shall be submitted to three real estate appraisers familiar with Somerville commercial real estate values. Each party shall select an appraiser and the two selected shall select a third appraiser. The three (3) appraisers shall then determine by a majority decision the fair market rental value of the Premises. In no event shall the rent during any option term be less than the rent paid by the Lessee during the prior term.

Lessee acknowledges that any default in the timely payment of any sum due to Lessor, including, without limitation, the monthly rent installments, will result in additional expense to Lessor, to verify the default and collect the defaulted payment. Lessee acknowledges further that the actual cost to Lessor in each particular case will vary according to the circumstances of the case and that the determination of the precise cost would, in itself, result in considerable expense. Accordingly, Lessee agrees that if any payment to Lessor is not received prior to the sixth (6th) day following the due date, Lessee, promptly upon receipt of Lessor's notice, shall pay Lessor a late

charge of One Hundred Dollars (\$100.00) with respect to the delayed or defaulted payment, as liquidated damages in lieu of the actual amount of expense and other damages [other than the defaulted payment (s)] incurred and suffered by Lessor by reason of the delay or default in payment, and not as a penalty or as additional interest.

5. SECURITY DEPOSIT None.

6. REAL ESTATE TAXES None to be paid by Lessee.

7. UTILITIES The Lessee shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises. Lessee agrees to pay the amount set forth in the Lease Data Exhibit as their proportionate share for such water and sewer usage. Lessor shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event Lessee requires additional utilities or equipment, the installation and maintenance thereof shall be the Lessee's sole obligation, provided that such installation shall be subject to the written consent of the Lessor, which consent shall not unreasonably be withheld.

8. PROPORTIONATE SHARE None

9. USE OF LEASED PREMISES The Lessee shall use the leased premises for the sale of used motor vehicles.

10. COMPLIANCE WITH LAWS The Lessee acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.

11. FIRE INSURANCE The Lessee shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The Lessee shall on demand reimburse the Lessor, and all other tenants, all extra insurance premiums caused by the Lessee's use of the premises.

12. MAINTENANCE
A. LESSEE'S OBLIGATIONS Lessee shall keep the premises free of any debris and comply with any and all violation notices that may be received from the City of Somerville.

Lessee further agrees to be responsible to remove all snow and ice that may accumulate in the front and rear of the Premises.

B. LESSOR'S OBLIGATIONS

None, as the premises consist of vacant land.

**13. ALTERATIONS -
ADDITIONS**

The Lessee shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the Lessor consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at Lessee's expense and shall be in quality at least equal to the present construction. Lessee shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed at the direction of Lessee and shall cause any such lien to be released of record forthwith without cost to Lessor. Any alterations or improvements made by the Lessee shall become the property of the Lessor at the termination of occupancy as provided herein.

**14. ASSIGNMENT-
SUBLEASING**

Lessee will not assign, mortgage, pledge or encumber this Lease nor sublet all or any part of the Premises without, on each occasion, obtaining Lessor's prior written consent thereto, which Lessor can withhold in its sole discretion but subject to the following conditions. Notwithstanding the foregoing, Lessor shall not unreasonably withhold its consent to an assignment of this lease or to a sublease of all, but not less than all, of the Premises provided that (a) Lessor determines in the exercise of its reasonable discretion that: (i) the proposed assignee or sublessee has a good business reputation and the experience to operate the Premises for assignee or sublessee's purposes herein permitted; (ii) the proposed assignee or sublessee has a net worth and credit worthiness sufficient to carry out its obligations under this lease and to successfully operate the business to be operated at the Leased Premises; and (b) and no such assignment or subletting shall release the Lessee of its obligations under this Lease and the Lessee shall remain primarily obligated therefor unless Lessor shall agree otherwise in writing; and (c) in the case of an assignment the assignee shall enter into an agreement directly with the Lessor agreeing to be bound by all the obligations of the Lessee under this Lease. In connection with any request by Lessee for Lessor's consent to assignment or subletting, Lessee will submit to Lessor in writing ("Lessee's Sublease Notice") (i) the name of the proposed assignee or sublessee (including the principals), (ii) all of the

terms and provisions upon which the proposed assignment or subletting is to be made. No assignment or subletting shall act to release the Lessee of its obligations hereunder and in the case of an assignment the Lessee shall remain primarily obligated hereunder jointly and severally with the assignee unless, in either case, Lessor has agreed otherwise in writing. No such assignment will permit any further assignment or further sub-let without Lessor's prior written consent in each instance. No modifications of the terms of this lease or any course of dealing between Lessor and any assignee or sublessee of the Lessee's interest herein will operate to release or impair Lessee's obligations hereunder. Lessee will reimburse Lessor for its reasonable attorney's fees, if any, in connection with such assignment or subletting. In the event of any approved assignment, the assignee will be included in the term "Lessee" wherever used in this lease.

15. LESSOR'S ACCESS

The Lessor or agents of the Lessor may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as Lessor should elect to do and may show the leased premises to others, and at any time within six (6) 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.

**16. LESSEE'S
LIABILITY
INSURANCE**

The Lessee shall maintain with respect to the leased premises and the premises and the property of which the leased premises are a part comprehensive public liability insurance with minimum limits in the amount of \$1,000,000.00 with 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 assured named therein.

**17. FIRE, CASUALTY-
EMINENT DOMAIN**

Not applicable as the premises consist of vacant land.

18. DEFAULT

The occurrence of any one or more of the following events ("Events of Default") will constitute a default hereunder:

- A. default in the payment of Rent, or charges due hereunder and such default continues for ten (10) days after Lessee receives notice of such nonpayment;
- B. default in the observance and/or performance of any of the other terms, obligations or conditions of this Lease and any such default shall

- continue for more than thirty (30) days after Lessor has given written notice to Lessee of such default; provided, however, there shall be no such default if Lessee has, within such thirty (30) day period, commenced to cure such default and shall thereafter diligently pursue such cure or;
- C. there shall be any execution or other judicial levy upon the leasehold estate hereunder and the same shall not be removed within one hundred twenty (120) days;
 - D. there shall be any assignment of said leasehold estate for the direct or indirect benefit of creditors of Lessee without the consent of Lessor;
 - E. there shall be executed any agreement whereby Lessee loses control of its business to a committee of its creditors;
 - F. there shall be judicial appointment of a receiver or similar officer to take possession of said leasehold estate or the Premises and such receiver or other officer is not dismissed within ninety (90) days after appointment;
 - G. there shall be a filing of any petition by, for or against Lessee under any chapter of the Federal Bankruptcy Act which is not dismissed within ninety (90) days after filing; the Lessor may, at any time thereafter, upon reasonable written notice to Lessee, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as Lessor's former estate, and expel Lessee and those claiming through or under Lessee and remove its or their effects (forcibly, if necessary) without being guilty of any manner of trespass, and without prejudice in any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid, Lessor shall have the right by such notice to Lessee of Lessor's desire so to do to terminate this Lease; or
 - H. Lessee has failed to pay the rent obligation and vacates or abandons the Premises in excess of thirty (30) days during the term or option term of this Lease.

In any such event of default, Lessee will indemnify Lessor on a monthly basis against all lost rent, and other payments provided herein to be paid by Lessee to Lessor between the time of termination and the expiration of the term of this Lease. It is understood and agreed that at the time of the termination or at any time thereafter Lessor shall use its best efforts to mitigate Lessor's damages and losses and in doing so may rent the premises for a term which may expire after the expiration of the term of this Lease, without releasing Lessee from any liability whatsoever excepting rent and additional rent received by Lessor which shall be offset against Lessee's liability hereunder. Lessee shall be liable for any reasonable expenses incurred by Lessor in connection with obtaining possession of the Premises and in connection with reletting, including, but without limitation, reasonable attorneys' fees and reasonable brokers' fees, with any monies collected from reletting the premises to be applied first to the foregoing

**23. PROVISIONS BINDING,
ETC.**

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, successors and assigns, respectively, of Lessor and Lessee and, if Lessee shall be an individual, upon and to his heirs, executors, administrators, successors and assigns. Each term and each provision of this Lease to be performed by Lessee shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Lessee is not intended to constitute a consent to assignment by Lessee, but has reference only to those instances in which Lessor may later give consent to a particular assignment as required by those provisions of Paragraph 14 hereof.

24. NOTICES

Whenever, by the terms of this Lease, notice shall or may be given either to Lessor or to Lessee, such notice shall be in writing and shall be sent by hand delivery, overnight delivery service for which evidence of receipt is produced or registered or certified mail, postage prepaid, return receipt requested.

If intended for Lessor, addressed to Lessor at P.O. Box 24, Winchester, MA 01890, (or to such other address or addresses as may from time to time hereafter be designated by Lessor by like notice).

If intended for Lessee addressed to the address in Paragraph 2 (or to such other address or addresses as may from time to time hereafter be designated by Lessee by like notice).

25. PARAGRAPH HEADINGS

The paragraph headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

26. SURRENDER OF PREMISES

Upon the expiration or earlier termination of the term, Lessee shall quit and surrender up the Premises "broom clean" and otherwise in such order, condition, repair, restoration and with such replacements as are hereinbefore set forth, together with all alterations, replacements, fixtures, additions, and improvements (other than Lessee's moveable trade fixtures and exterior signs, all of which Lessee shall promptly remove) then situated on the Premises, unless Lessor notifies Lessee prior to such date that Lessor desires the removal of any or all of same. Lessee shall remove same at its expense and shall also restore and/or repair any and all damage caused by the installation, maintenance, use, or removal thereof, capping and suitably securing all utility lines for future use. It is understood that Lessee may not remove any plumbing or heating equipment, which shall, upon their installation, become a part of the Premises.

Without limiting in any manner the provisions of the first paragraph of this section, if Lessee fails to remove all of same within five (5) days of vacating the Premises, such property shall be conclusively deemed to be abandoned by Lessee and shall belong to Lessor absolutely without claim or right on the part of Lessee, and Lessor shall have the right to use, store, or dispose of same as it sees fit, and to charge Lessee the cost thereof, Lessee agreeing to pay such costs forthwith upon demand.

27. HOLDING OVER

Any holding over by Lessee after the expiration of the term of this Lease shall be treated as a tenancy at sufferance and the rent and other charges specified herein shall be on the same terms and conditions set forth in this Lease, so far as applicable.

28. FORCE MAJEURE

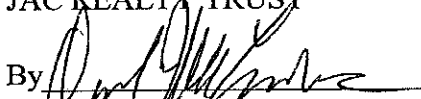
The period of time during which Lessor or Lessee are prevented or delayed in the performance of the making of any improvements or repairs or fulfilling any obligation required under this Lease due to delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, acts of God, or the public enemy, governmental prohibitions or regulations, or other causes beyond control, shall be added to either party's time for performance thereof, and neither party shall have any liability by reason thereof.

29. GOVERNING LAW

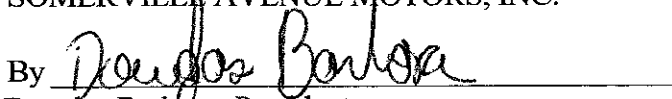
This Lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts and any legal proceeding shall be commenced within the said Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the said Lessor and the said Lessee have duly executed this Lease to take effect as a sealed instrument. This instrument may be executed in any number of counterpart copies each of which counterpart copies shall be deemed as original for all purposes.

LESSOR:
JAC REALTY TRUST

By 
Anne Marie Cranes, Trustee

LESSEE:
SOMERVILLE AVENUE MOTORS, INC.

By 
Douglas Barbosa, President

Date of Execution: 8/20/10

Date of Execution: 8-18-10



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-13-2010

Employer Identification Number:
27-3236237

Form: SS-4

Number of this notice: CP 575 A

SOMERVILLE AVENUE MOTORS INC
595 SOMERVILLE AVENUE
SOMERVILLE, MA 02143

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-3236237. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2011

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes* and Publication 4248, *EFTPS (Brochure)*. If you need to make a deposit before you receive your Welcome Package, please visit an IRS taxpayer assistance center to obtain a Federal Tax Deposit Coupon, Form 8109-B. To locate the taxpayer assistance center nearest you, visit the IRS Web site at <http://www.irs.gov/localcontacts/index.html>. Note: You will not be able to obtain Form 8109-B by calling 1-800-829-TAXFORMS (1-800-829-3676).

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.**
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 08-13-2010
EMPLOYER IDENTIFICATION NUMBER: 27-3236237
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

SOMERVILLE AVENUE MOTORS INC
595 SOMERVILLE AVENUE
SOMERVILLE, MA 02143

