

COMMERCIAL LEASE

Eric L. Hudson, with a mailing address of 54 Daniel Plummer Road, Goffstown, County of Hillsborough, and State of New Hampshire 03045, (hereinafter referred to as "LESSOR"), which expression shall include the successors or assigns where the context so admits, does hereby lease to Iconic Auto Gallery LLC, with a mailing address of 63 Westminster Street, Manchester, County of Hillsborough, and State of New Hampshire 031032, (hereinafter referred to as "LESSEE"), which expressions shall include its successors or assigns where the context so admits, and the LESSEE hereby leases the following premises:

The premises known as 52 Daniel Plummer Road, Goffstown, New Hampshire, consisting of an approximate One Thousand Four Hundred Eighty-Five (1,485) square foot metal building, together with the non-exclusive use of the lot labeled as Lot 52. LESSEE shall not park or store large motor vehicles such as tractor or trailers or other large trucks on Lot 52. The LESSEE'S use of Lot 52 is shared with the LESSOR and others who the LESSOR may from time to time designate, including but not limited to, a storage trailer and landscape trailers and snow plows as shown on attached Exhibit A. LESSOR reserves the right to cross and recross over Lot 52 in order to access Lot 54 as shown on Exhibit A.

1. TERM. The term of this lease shall be for two (2) years commencing on ~~August~~ ^{Sept} 1st

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1, 2025 and ending on ^{AUG} ~~July~~ 31, 2027. Provided the LESSEE has not and is not in default or in breach of its obligation under this Lease or any extensions, the LESSEE shall have an option to extend this Lease for an additional one (1) year term, provided written notice is given to the LESSOR no later than one hundred eighty (180) days prior to the expiration of the then existing two (2) year term and provided further that the rent shall be as stated in Paragraph 2 of this lease. LESSOR and LESSEE hereby acknowledge that LESSEE will be responsible for obtaining all permits and fit up required for occupancy of the building and operation of its business at Lot 52 Daniel Plummer Road. LESSOR agrees to allow LESSEE access to the premises prior to a leasehold for fit up of the Unit provided that LESSEE provide LESSOR a Certificate of Insurance naming the LESSOR as additional insured as outlined under the terms of this Lease and provided further that no modifications shall be made to the Unit without written consent of the LESSOR, which consent shall not be unreasonably withheld.

2. **RENT.** The LESSEE shall pay to the LESSOR, for the first year of the initial term, base rent of Thirty-Six Thousand and 00/100 Dollars (\$36,000.00), payable on the first day of each month in advance, commencing on August 1, 2025 in the amount of Three Thousand and 00/100 Dollars (\$3,000.00).

The LESSEE shall pay to the LESSOR, for the second year of the initial term, base rent of Thirty-Nine Thousand Six Hundred and 00/100 Dollars (\$39,600.00), payable on the first day of each month in advance, commencing on August 1, 2026 in the amount of Three Thousand Three Hundred and 00/100 Dollars (\$3,300.00).

If the LESSEE elects to exercise the one (1) year option to extend, then the base rent shall be Forty-Two Thousand and 00/100 Dollars (\$42,000.00), payable on the first day of each month

in advance, commencing on August 1, 2027 in the amount of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00).

A late payment penalty of five percent (5%) of the rent owed shall be assessed on any rent not paid within ten (10) days when due.

3. **TAXES.** All Real Estate Taxes are to be paid by the LESSOR.

4. **INTENTIONALL OMITTED**

5. **DEFAULTS AND RIGHTS UPON DEFAULT** The LESSOR agrees that they will not take any action to terminate this lease (a) for default by the LESSEE in the payment when due of any sum of money unless the LESSEE shall fail to cure such default within ten (10) days of the due date and without further written notice, or (b) for default by the LESSEE in the performance of any affirmative covenant (other than a covenant to pay a sum of money) unless the LESSEE shall fail to cure such default within thirty (30) days after written notice by the LESSOR to the LESSEE specifying such default.

The rents hereunder for the remaining term of the lease shall accelerate upon any uncured default; however, the maximum default, hereunder, shall be the total amount of any defaults while LESSEE occupies the premises plus twelve months of defaults after LESSEE vacates premises.

Upon default, the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, 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 payment which the LESSOR may incur by reason of such other payment which the LESSOR may incur by reason of such termination during the remainder of the term. If the LESSEE shall default, after

reasonable 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 hereby 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 12 percent per annum and cost, shall be paid to the LESSOR by the LESSEE as additional rent. Notwithstanding any other provision contained in this lease, the LESSEE agrees that it will not take any action to terminate this lease for default by the LESSOR in the performance of any covenant or agreement unless the LESSOR shall fail to cure such default within thirty (30) days after written notice by the LESSEE to the LESSOR specifying such default or within such additional period, if any, as may be reasonably required to cure such default.

6. **UTILITIES.** The LESSEE shall pay all utilities including lighting, electric, gas, telephone, and fuel charges for heat and air conditioning applicable to the demised Premises. LESSEE shall be responsible for maintaining all mechanical devices including, but not limited to, hot water tank and all electrical devices. The LESSOR shall not be liable for any interruption of gas, water, air conditioning, electricity or other utility in the demised Premises.

All utilities are provided 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.

LESSEE shall be responsible for installation (if necessary), maintenance, and repair of all

sewer lines, if any, including in and to any sewer ejector system for 52 Daniel Plummer Road only to the extent these repairs are not covered by property insurance maintained by LESSOR.

LESSEE shall be responsible for installation (if necessary), maintenance, and repair of all water supply lines for 52 Daniel Plummer Road only to the extent these repairs are not covered by property insurance maintained by LESSOR.

LESSEE shall be responsible for installation (if necessary), maintenance, and repair of all fire extinguishers and everything pertaining to fire safety and life safety for 52 Daniel Plummer Road.

7. **LIGHTING.** The LESSEE shall be responsible during the term of this lease or any renewal thereof for providing and replacing all fluorescent bulbs, ballasts and rheostats for lighting fixtures within the premises leased by LESSEE.

8. **MAINTENANCE.** LESSEE shall at all times keep the demised Premises (including all glass and show window moldings, drive-up canopy and stations) and all partitions, doors, fixtures, equipment and appurtenances thereof (including lighting, heating and plumbing fixtures, and air conditioning system servicing the demises Premises exclusively) in good order, condition and repair, and or replacement, (including reasonable interior periodic painting as needed), damage by reasonable wear and tear and unavoidable casualty excepted, except for structural or exterior portions of the demised Premises, which shall be maintained by LESSOR, but if LESSOR is required to make repairs to exterior or structural portions by reason of LESSEE's negligent acts or omission to act, LESSOR may add the cost of such repairs to the rent which shall thereafter become due. The LESSEE shall not make any alterations, improvements and/or additions to the demised Premises without first obtaining in each instance the written consent of

the LESSOR, except that the LESSEE may make nonstructural alterations upon condition that such alterations shall be made in accordance with all applicable laws in good first-class workmanlike manner. LESSOR's consent will not be unreasonably withheld with respect to any alterations, improvements or additions requested by LESSEE. LESSOR warrants that all equipment is in good working order at the commencement of this Lease, reasonable wear and tear for such equipment of comparable age.

The LESSOR agrees to keep in good order, condition and repair, the exterior, the roof, foundations and structural portions of the demised Premises (except glass and glass windows) except for any damage thereof caused by any act of negligence of the LESSEE, its employees, agents, licensees or contractors.

9. **SPECIFIC USE OF LEASED PREMISES.** LESSEE shall use the leased premises only for the sale of used motor vehicles and related service.

10. **SECURITY DEPOSIT.** Upon the execution hereof, LESSEE shall pay to and deposit with LESSOR the sum of Three Thousand and 00/100 Dollars (\$3,000.00), which is payment as security for the full and faithful performance by LESSEE of all the conditions of this Lease required to be performed by LESSEE. LESSOR may use or retain the whole or any part of such security to the extent required for the payment of any Base Rent, or other sums to which LESSEE is in default or which LESSOR may expend by reason of LESSEE's default. If LESSOR sells or leases the building or any portion of the building of which the Leased Premises is a part, then LESSOR may transfer the security deposit to the purchaser and LESSOR shall thereafter be released from any liability for return of such security deposit in which event LESSEE shall look solely to said transferee for its return. LESSEE may not use the security deposit for any payment

of rent except for first and last month's rents if agreed by LESSOR. LESSEE shall not be entitled to any interest on the security deposit and LESSOR shall not be required to keep the security deposit in an escrow account, but may commingle it with other funds of LESSOR. If LESSOR uses any part of the security deposit, in LESSEE's interest then LESSEE shall, upon demand, deposit a sufficient sum of money with LESSOR to replenish the same to its original amount.

11. **COMPLIANCE WITH LAW.** The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises of use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-laws or ordinance in force in the Town of Goffstown or the State of New Hampshire. In any provisions of this Lease, or portion of such provision, or the application thereof to any person or circumstances, is held invalid, the remainder of this Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

At all times during this Lease, LESSEE shall comply with all requirements of the Goffstown Planning Board and Zoning Board with respect to the site including but not limited to hours of operation and parking.

12. **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 LESSEES, of all extra insurance premiums caused by the LESSEE's use of the premises, whether for the purposes set forth in Paragraph 9 or not.

13. **ERECTION OF SIGNS.** An identification sign may be erected on LESSEE's demised building, which sign shall be erected only after approval by LESSOR. No other sign, whether permanent or temporary, shall be displayed by LESSEE except with the written consent of LESSOR which written consent shall not be unreasonably withheld. LESSEE shall be responsible for all LESSEE's signs wheresoever located.

14. **ALTERATIONS, ADDITIONS.** All such alterations made by LESSEE, shall be at the LESSEE's expense and shall be in quality at least equal to the present construction provided LESSEE shall first obtain LESSOR's written consent to such alteration which consent shall not be unreasonably withheld. All such work shall be done at such times and in such manner as shall minimize any inconvenience to other occupants of the buildings in which the demised premises are located. LESSEE shall comply with all existing governmental rules, regulations and building codes in connection with such work. LESSEE shall not permit any mechanics' liens, or similar liens, to be placed upon the leased premises for labor and material furnished to LESSEE 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, unless they can be removed without damage to the premises.

At the option of LESSOR, all alterations or additions made by LESSEE to the leased premises, without the approval of LESSOR, shall be removed by LESSEE upon Notice to remove from LESSOR and in any event at the expiration of this Lease and LESSEE shall repair any damage caused by such removal.

15. **SUBORDINATION AND NON-DISTURBANCE.** This lease shall be subject and subordinate to any mortgages, now or at any time hereafter constituting a lien on the property of which the leased premises are a part, provided the mortgagee agrees not to disturb LESSEE's rights under this Lease if LESSEE is not in default under this Lease, 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, or other such instruments in the nature of a mortgage. It is expressly understood that any such subordination by the LESSEE shall not terminate or modify the conditions of this Lease or any extensions thereof. Neither this Lease nor any Notice of this Lease shall be recorded in any Registry.

In the event the mortgage is foreclosed for any reason, and the Mortgagee succeeds to the interest of the LESSOR under the Lease, the LESSEE shall be bound to the Mortgagee under all of the terms of the Lease for the balance of the term thereof remaining with the same force and effect as if the Mortgagee were the LESSOR under the Lease, and the LESSEE hereby attorns to the Mortgagee as its LESSOR, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the parties hereto, immediately upon the Mortgagee succeeding to the interest of the LESSOR under the Lease. Notwithstanding anything herein to the contrary, the LESSEE shall be under no obligation to pay rent to the Mortgagee until the LESSEE receives written notice from the Mortgagee that it has succeeded to the interest of the LESSOR under the Lease. The respective rights and obligations of the LESSEE and the Mortgagee upon such attornment shall, to the extent of the remaining balance of the term of the Lease, be the same as now set forth therein.

LESSOR shall cooperate and assist the LESSEE in obtaining Non-Disturbance Agreements from any current or future mortgagees of the premises.

16. **LESSOR'S ACCESS.** The LESSOR or agents of the LESSOR may, upon notice to LESSEE, at reasonable times, during business hours, enter to inspect the leased premises and may show the leased premises to others, and 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. LESSOR shall have access to the leased premises, without notice to LESSEE, in the event of an emergency.

17. **INDEMNIFICATION** LESSEE will save LESSOR harmless and will exonerate and indemnify LESSOR from and against any and all claims, liabilities and penalties asserted by or on behalf of any person, firm, corporation or public authority (a) on account or based upon any injury to persons 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, misconduct, failure to perform the obligations imposed by this lease, or any breach thereof by LESSEE, its officers, agents and employees, (b) on account of or based upon any work, repair, maintenance or alterations or thing whatsoever done (other than by LESSOR, its agent or employees), on the leased premises during the term of this lease and during the period of time, if any, prior to the commencement of the term that LESSEE may have been given access to the leased premises and LESSEE will cause to be removed any liens against the leased Premises on account of such work. In respect of any of the foregoing, LESSEE will save LESSOR harmless and will exonerate and indemnify LESSOR from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in or

in connection with any such claim or any action or proceeding brought thereon. Notwithstanding anything to the contrary contained herein, in no event shall this indemnification apply nor shall LESSEE be responsible for the negligence or willful conduct of the LESSOR, its agents, servants, or employees.

18. **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 limits of One Million Dollars (\$1,000,000.00) in responsible companies qualified to do business in New Hampshire and in good standing and with an A.M. Best's Rating of A or better, 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 name therein and shall name the LESSOR as an Additional Insured.

19. **FIRE CASUALTY, EMINENT DOMAIN.** Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this Lease or to restore the premises. LESSOR shall make such election as soon as practicable after such damage and if LESSOR elects to restore, shall complete such repairs not later than ninety (90) days from such damage.

In the event of destruction or substantial damage of the premises which cannot be repaired within ninety (90) days, such destruction or substantial damage shall entitle LESSEE to surrender

possession of the leased premises and to terminate this Lease.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises, or any part thereof, or to the property of which they are a part, for any taking by eminent domain, except for LESSEE's expenses of relocation and/or awards for LESSEE's loss of business and/or personal property.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSOR may have for damages or injury to the leased premises, or any part thereof, or the property of which they are a part, by fire, windstorm, or any other casualty, except for the LESSEE's expenses of relocation as provided by LESSEE's insurance policies.

LESSOR shall restore the leased premises if less than a substantial portion is damaged.

LESSOR's obligation to restore the leased premises are limited to the amount of net proceeds of insurance or awards actually received and LESSOR and LESSEE hereby recognize the prior rights of lienholders having priority over the Lease in and to all insurance proceeds or awards of taking.

"Substantial" shall mean loss of twenty-five (25%) percent or more of the total rentable square footage of the leased premises.

LESSEE's rent shall not be reduced or abated unless said damage is the sole fault of the LESSOR in which case rent shall abate in a percentage amount equivalent to the percentage amount of damage to the entire demised premises until restored or unless LESSOR or LESSEE terminates this Lease as allowed herein. LESSEE may terminate this lease if the repairs are not made by the LESSOR within ninety (90) days.

If the temporary use of the whole or any part of the leased property shall be taken at any time during the term of this lease or any renewal hereof for any public or quasi-public purpose by any lawful power of authority, by the exercise of the right of condemnation or eminent domain, or by agreement between the LESSEE and those authorized to exercise such right, the LESSEE shall give prompt notice thereof to the LESSOR and the term of this lease shall not be reduced or affected in any way. In such case, the LESSEE shall continue to pay in full the base rent, additional rent and any other sum of money provided to be paid by the LESSEE. The LESSEE shall be entitled to the award to the extent of its payments to LESSOR, for such taking (whether paid by way of damages, rent, or otherwise). In any proceeding for such taking or condemnation, the LESSOR shall have the right to intervene and participate; provided that if such intervention shall not be permitted, the LESSEE shall, consult with the LESSOR, its attorneys and experts, and make all reasonable efforts to cooperate with the LESSOR in the prosecution or defense of such proceeding. At the termination of any such use or occupation of the leased property, the LESSEE will, at its sole cost, repair and restore the building and improvements were at the time of such taking. The LESSEE shall not be required to make such repairs and restoration if the term of this Lease or of any renewal hereof shall expire prior to, or within one (1) year after, the date of termination of the temporary use so taken, and in any such event the LESSOR shall be entitled to recover all damages and awards arising out of the failure of the condemning authority to repair and restore the building at the expiration of such temporary taking. Any recovery or sum received by the LESSEE as an award or compensation for physical damage to the leased property caused by and during the temporary taking shall be deemed a trust fund for the purpose of repairing or restoring such damage.

In the event of damage of less than twenty-five (25%) percent of the leased premises, and such damages are not repaired within ninety (90) days, then LESSEE may abate rent in proportion to such loss of use as long as such loss of use was not occasioned by LESSEE. If the premises are not repaired within ninety (90) days, then LESSEE may terminate the Lease. LESSOR shall notify LESSEE within thirty (30) days from the date of any damage whether repairs and restoration can be accomplished within ninety (90) days.

20. **DEFAULT AND BANKRUPTCY.** In the event that:

(a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for thirty (30) days; or

(b) The LESSEE shall default in the observance or performance of any other of LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) 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; or

(d) The LESSEE shall abandon or vacate the premises; 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 to remove the LESSEE's personal property which are not removed within ten (10) days notice to LESSEE, 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 reasonable 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 the 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 proceedings, such sums paid or obligations insured, with interest at the rate of ten (10%) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

21. **ORDER OF PRECEDENCE** In the event of default or bankruptcy of LESSEE, LESSOR shall be first in right in law and equity and superior to all other lienholders on all leasehold improvements and fixtures and LESSEE shall perform no act or deed to interfere with LESSOR's right.

22. **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 left at the leased premises addressed to the LESSEE, or, if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to Franco Solano, 63 Westminster Street, Manchester, New Hampshire 03103. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if addressed and mailed to LESSOR, Eric L. Hudson by registered or certified mail, return receipt requested, postage prepaid, addressed to LESSOR, 54B Daniel Plummer Road, Goffstown, New Hampshire 03045 or such address as the LESSOR may from time to time advise in writing. Rent and notices shall be paid and sent to the LESSOR, Eric L. Hudson at the same address.

23. **SURRENDER.** The LESSEE shall, at the expiration or other termination of this Lease, within a reasonable time, 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). 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, which alterations and additions shall be removed if LESSOR so requests, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only expected. In the event of the LESSEE's failure to remove, within a reasonable period of time, any of LESSEE's property from the 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 LESSEE's 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.

24. **CONTINUED TENANCY** The LESSEE also agrees that if the LESSEE remains in possession of the demised premises after the termination of this Lease, the LESSEE shall be a Lessee-at-Will under the terms and conditions herein contained in this lease do far as applicable; and, if the said LESSEE remains in possessions of the demised premises after the termination of this Lease and becomes a Lessee-at-Will, such Tenancy-at-Will shall be under the same terms and conditions herein contained in this said lease, except that the rent shall be equal to one and one half (1½) times the then current monthly rent. This inclusion of the preceding sentence shall not be construed as LESSOR's permission for LESSEE to hold over.

25. **WAIVER OF SUBROGATION** LESSOR and LESSEE each hereby releases the other, its officers, directors, employees and agents from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property covered by valid and collectible fire insurance, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

26. **MISCELLANEOUS** If at any time during the Lease term, under the laws of the State of New Hampshire, any political subdivision thereof, or any other governmental authority, a tax or excise on rents or other tax, based on LESSEE's use, (excluding income tax and taxes occasioned solely by use or occupancy by other Lessees), however described, including but not limiting to assessments, charges or fees required to be paid, by way of substitution for or as a supplement to a tax levied against the property, building, or the personal property, shall be levied or assessed against the property, building, or the personal property, shall be levied or assessed against LESSOR on account of the rental expressly reserved hereunder, then the LESSEE will pay to the LESSOR as additional rent said tax or excise so due on the rent.

27. **FORCE MAJEURE** In the event that during the term of this lease either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of required repairs, renewals, improvements, strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this lease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be

extended for a period equivalent to the period of such delay and the LESSOR shall not be liable for damages nor shall LESSEE have any claim for constructive eviction. The provision of this section shall not excuse LESSEE from the prompt payment of rent, additional rent or any other payment required by the terms of this lease. If any of the above events occur so that the delay is for more than a ninety (90) day period, LESSEE shall have the right to surrender possession of the leased premises, to terminate this lease, to violate any of its provisions or to cause any rebate or abatement in rent then due or becoming due thereafter under the terms hereof.

28. **INTENTIONALLY OMITTED.**

29. **ASSIGNMENT OR SUBLEASE** The LESSEE will not assign this lease nor underlet the whole or any part of the demised premises, nor suffer any business to be carried on upon the demised premises except such business as shall be actually conducted by the LESSEE for their sole and exclusive benefit, without first obtaining the prior consent in writing of the LESSOR. Notwithstanding anything to the contrary contained in this paragraph, LESSEE shall have the right to assign this lease or sublet the demised premises without LESSOR's prior written consent at any time and for any of the then remaining portion of the unexpired term of this lease, to any parent, subsidiary, affiliate, or any other entity controlled by or under common control with LESSEE, or to the surviving corporation or other entity in connection with a merger, consolidation or acquisition of LESSEE, or to the purchaser of all or substantially all of LESSEE's assets or capital stock. Notwithstanding any such permitted assignment or subletting, the LESSEE named herein shall remain fully liable for the obligations of LESSEE hereunder, including, without limitation, the obligation to pay the rent and other amounts provided in this lease.

30. **PAYMENT** All rent and any other sums required to be paid by LESSEE shall be paid without notice, demand, offset, credit or abatement, unless otherwise expressly noted.

31. **ASSESSMENTS** LESSEE shall pay its pro-rata share of any special assessments made by the State of New Hampshire or any political subdivision thereof, as a result of LESSEE's use of the leased premises; including but not limited to real or personal property tax, (except taxes on income, other than rents, and profits of LESSOR) required to be paid by LESSOR pertinent to LESSEE'S use of land and building of which the leased premises are part, and such portion attributable to the leased premises shall be payable by LESSEE as additional rent.

32. **INTENTIONALLY OMITTED.**

33. **MERGER** This lease contains the entire agreement between the parties. No representations, negotiations or terms of any prior accommodations between the parties are of any legal effect.

34. **TAX LAW CHANGES** In the event that the current system and methodology of real estate tax computation and assessment is changed from the present ad valorem method and is modified or replaced with a rental, income or other tax based on the income of LESSOR derived from the leased property then the ADDITIONAL RENT due under paragraph 3 shall be adjusted to reflect the portion of such additional tax obligation imposed upon the LESSOR by such change in taxation methodology attributable to the leased property such that the "triple net" nature of this lease agreement is maintained.

35. **WASTE, COMPLIANCE WITH LAWS** LESSEE agrees that they will not commit waste on the premises. The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which shall diminish the value of the

premises nor shall be unlawful, improper, noisy, offensive, a nuisance, create any noxious or unpleasant odors, or be contrary to any state, federal, or county law, municipal by-law or ordinance in Goffstown, New Hampshire, in which the premises are situated.

36. **HAZARDOUS WASTE OR MATERIAL** The LESSEE shall not manufacture nor store on, nor discharge from the premises any hazardous material or waste water as defined by the Federal Hazardous Communications Standard (OSHA Regulations) other than according to federal, state and local regulations concerning storage and use of hazardous material or waste including but not limited to the Zoning Ordinance of Goffstown, New Hampshire, the Resource Conservation and Recovery Act of 1976, and the Hazardous Waste Management Program of the State of New Hampshire (R.S.A. 174:48, et. seq.). LESSEE will save LESSOR harmless, and will exonerate and indemnify LESSOR from and against any and all claims on account of or based upon LESSEE's storage and or use of hazardous material or waste. LESSEE shall decontaminate the leasehold and contiguous areas in the event of contamination. LESSEE shall not be responsible for any hazardous waste discovered on the premises, the origin of which occurred prior to the term of this lease.

37. **ENVIRONMENTAL MATTERS** LESSEE shall not dispose of or store at the Premises any Hazardous Materials (defined below), except for Hazardous Materials (if any) which are customarily used in connection with LESSEE's business, all of which shall be disposed of by licensed and qualified companies, in strict accordance with all applicable laws and regulations of the United States of America, State of New Hampshire and Town of Goffstown. The term "Hazardous Materials" shall mean any oil, hazardous waste, hazardous substances, hazardous materials, toxic pollutants, or any combination of them, as such terms are used in the Resource

Conservation Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act or any similar federal or state laws (including but limited to New Hampshire Revised Annotated Chapters 147-A, 147-B and 147-C) or in any regulations promulgated pursuant thereto. LESSEE shall indemnify and hold harmless LESSOR of and from any violation or default in its obligation hereunder. LESSEE shall comply with all federal, state and local laws and regulations in connection with the disposal of rubbish, solid waste and waste into the Town of Goffstown wastewater (sewer) system as the same pertain to LESSEE's use of and activities at the Premises.

38. **ESTOPPEL CERTIFICATE** Upon not less than fifteen (15) days prior written request by LESSOR, LESSEE agrees to execute, acknowledge and deliver to LESSOR a statement in writing certifying that this Lease is unmodified, in full force and effect and that LESSEE has no defenses, offsets or counter-claims against its obligations hereunder (or if there are any modifications that the Lease is in full force and effect as modified (stating the modifications) and stating any defenses, offsets and counter-claims in reasonable detail and the dates to which the rent or other charges have been paid.

39. **COMPLIANCE WITH ADA OR OTHER GOVERNMENTAL MANDATES**
In the event that improvements are required to be undertaken to the Premises as a result of any federal or state law or regulation, including the "ADA" or "OSHA", then all costs in connection therewith, including any costs of repairs, replacements or improvements to the Premises, shall be borne by LESSEE.

40. **SALE OF PREMISES** Provided that LESSEE has not and is not in default or breach of its obligations under this lease or any extensions, if the LESSOR decides to sell the demised premises, LESSOR shall first offer to sell the demised premises to the LESSEE with the terms for the sale including Purchase Price and closing date. The LESSEE shall then have thirty (30) days to accept the LESSOR'S terms, failing which the LESSOR shall be able to offer the demised premises for sale to any third party.

41. **SNOW REMOVAL AND LANDSCAPING** LESSEE shall be responsible for all snow removal, plowing, landscaping, mowing and general property maintenance for 52 Daniel Plummer Road, Goffstown, New Hampshire.

[SIGNATURES ON FOLLOWING PAGE]

42 * no occupants allowed to live in the building or on property at any time EV

43 * A current list of Employees with information provided to the lessor EV

75

IN WITNESS WHEREOF, we have hereunto set our hands this 17th day of July

2025.

Kathryn M. Fisher
Witness

By: Eric L. Hudson
Eric L. Hudson LESSOR

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this 17th day of July, 2025, before me, the undersigned officer, personally appeared Eric L. Hudson, known to me (or satisfactorily proven) to the person whose signature is subscribed to the foregoing instrument, and acknowledged that he executed it for the purposes therein contained.

KATHRYN M. FISHER, Notary Public
State of New Hampshire
My Commission Expires August 18, 2026

Kathryn M. Fisher
Notary Public/ Justice of the Peace
My Commission expires: August 18, 2026

Kathryn M. Fisher
Witness

By: Franco Solano
Iconic Auto Gallery LLC, LESSEE
By: Franco Solano, Manager
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this 17th day of July, 2025, before me, the undersigned officer, personally appeared Franco Solano, Duly Authorized Manager of Iconic Auto Gallery LLC, known to me (or satisfactorily proven) to the person whose signature is subscribed to the foregoing instrument, and acknowledged that she executed it for the purposes therein contained.

KATHRYN M. FISHER, Notary Public
State of New Hampshire
My Commission Expires August 18, 2026

Kathryn M. Fisher
Notary Public/ Justice of the Peace
My Commission expires: August 18, 2026

EXHIBIT A

54A DANIEL PLUMMER ROAD, GOFFSTOWN, NH

**ERIC L. HUDSO
"LESSOR"**

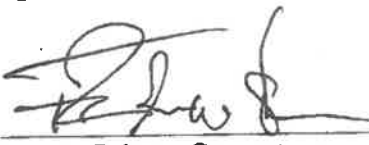
**ICONIC AUTO GALLERY LLC
"LESSEE"**

GUARANTOR

The undersigned hereby unconditionally guarantees the obligations of the LESSEE of the Lease entered into this 17th day of July, 2025, by and between Eric L. Hudson and Iconic Auto Gallery LLC a New Hampshire limited liability company having a mailing address of 63 Westminster Street, Manchester, New Hampshire 03103.



Witness



Franco Solano, Guarantor

7/9/25, 2:30 PM

EXHIBIT A

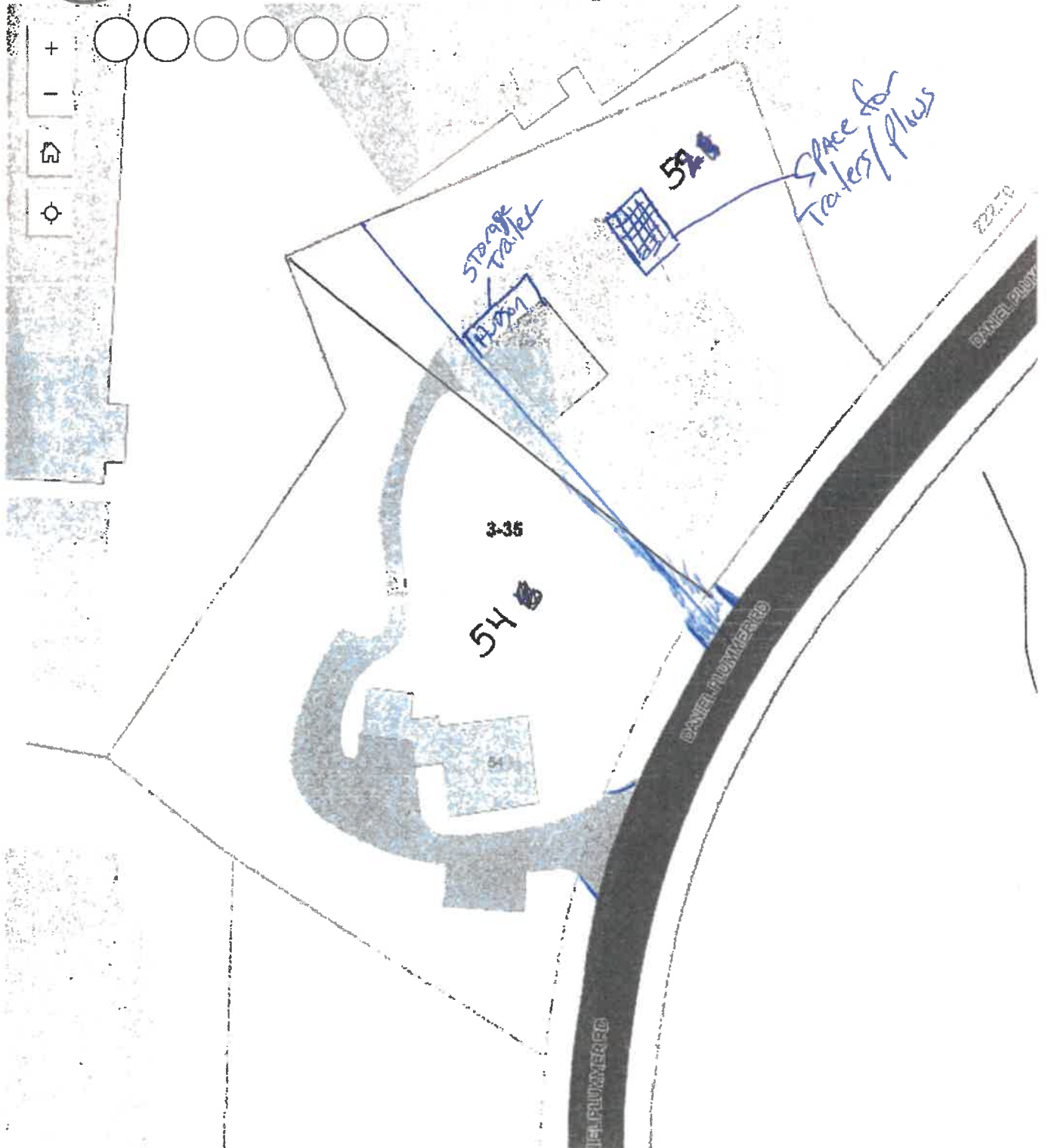
Goffstown, NH - GIS



TOWN OF
GOFFSTOWN
NEW HAMPSHIRE

Hudson
to
Isaonic
Lease

Find address



20 m
50 ft

Open/Close Table

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7/9/25, 2:30 PM

EXHIBIT A

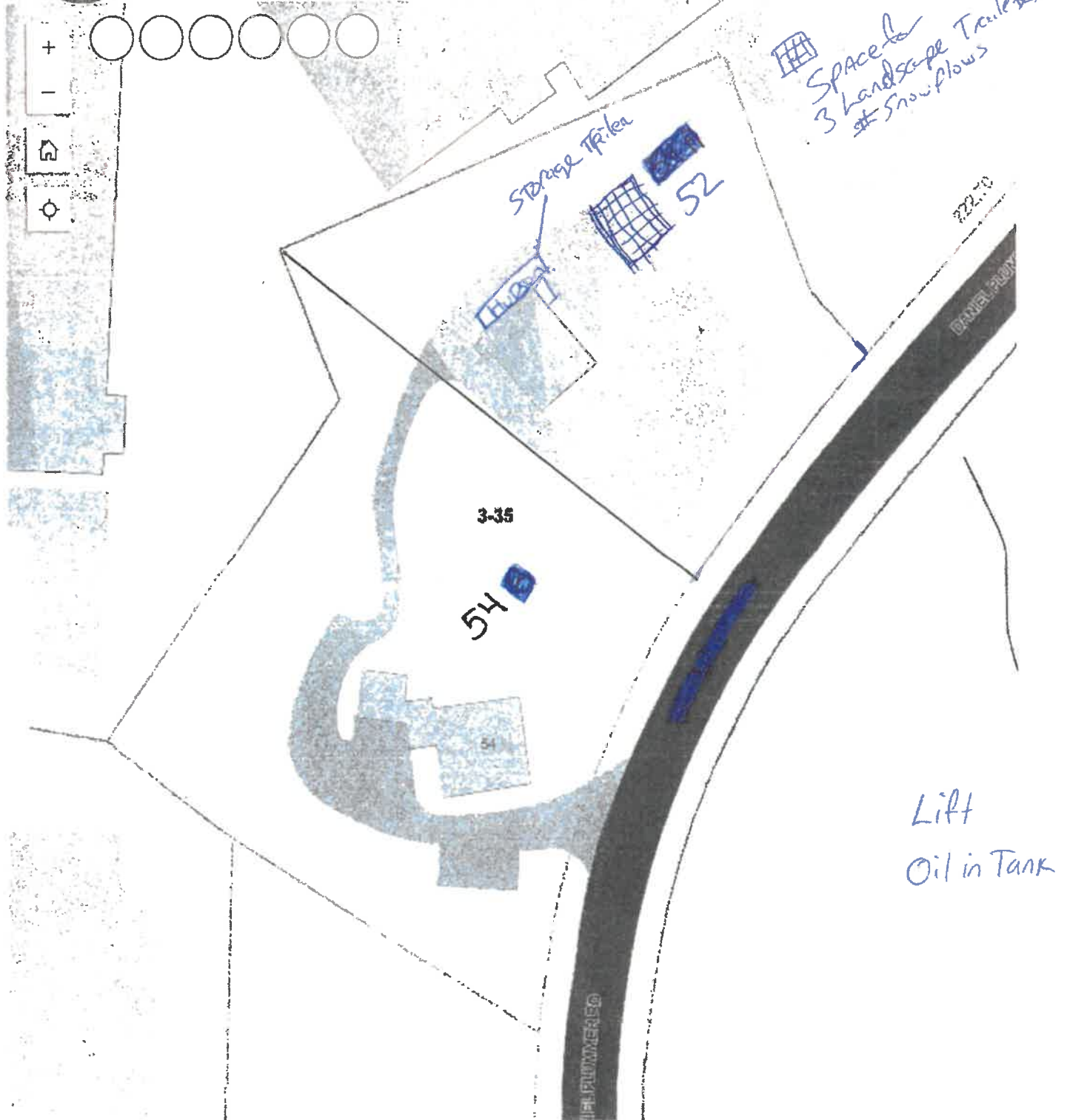
Goffstown, NH - GIS



TOWN OF
GOFFSTOWN
NEW HAMPSHIRE

Hudson
to
Isaac
Lease

Find address



20 m

50 ft

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