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Robb M. O'Brien
d/b/a 6 & Under Auto Sales
Application for Specific Use Permit
Requesting Exception to 02-OX-SUP
1127 South Airport Circle
Eules, TX 76040
817-283-4009
6under@att.net

Exhibit A – Vicinity Map

Exhibit B - Floor Plan of Leased Building

Exhibit C – About the Applicant

Robb M. O'Brien
d/b/a 6 & Under Auto Sales
Home Address;
2192 Raines CT
Eules, TX 76039
Hm (817)358-1913
Cell (817)262-9245

Property Owner - Ms. Karen N. Samuelsohn
5650 Forest Lane
Dallas, TX 75230

Exhibit D – Copy of Lease

Exhibit E – Property Rules and Regulations



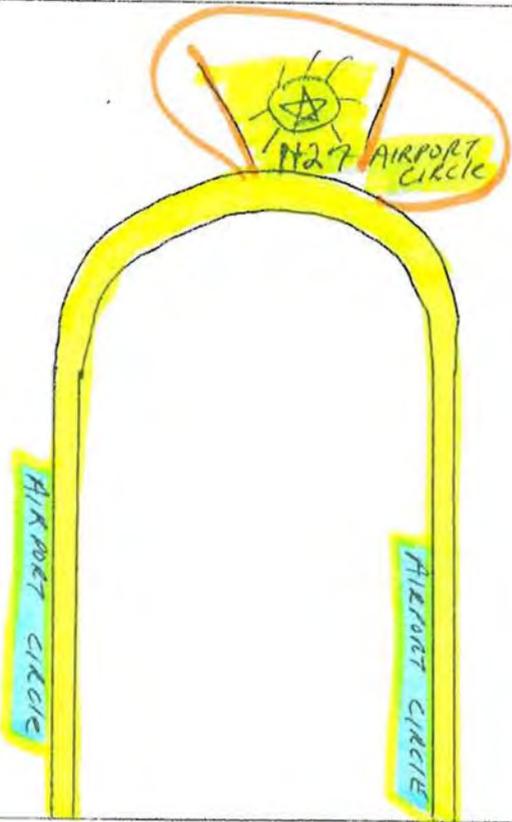
EXHIBIT A

6 + UNDER AUTO SALES
1127 SOUTH AIRPORT CIRCLE
EULESS, TX 76040
817-283-4009
ROSS M. O'BRIEN

5

PIPELINE RD.

HWY INDUSTRIAL/157



TX. STAR BLVD.

★
TX STAR
GOLF
COURSE

W

HWY - 10 / EULESS BLVD.

HWY. 183 / AIRPORT FRWY.

N





EXHIBIT B

FENCED & LOCKED BACK YARD AREA



Rest Room
MEN'S 9x5
LADIES 9x6

BLANK SPACE

OFFICE #3 10x17

OFFICE #2 10x11

STORAGE
14x9
OFFICE #5
14x9

HALL

MAIN
OFFICE #1

COPY ROOM
8x7

RECEPTION AREA
11x11

MAIN DOOR

ENTRY TO
BACK YARD

ENTRY TO
SHOWROOM AREA

ENTRY TO
SHOWROOM

ENTRY TO
SHOWROOM

ENTRY

ENTRY

ENTRY

ENTRY

MECHANICAL AREA

LOCKED GATE

DRIVEWAY TO
BACK YARD



PARKING

6 + UNDER AUTO SALES
1127 AIRPORT CIRCLE
EMESS, TX 76040
BOB M. O'BRIEN = OWNER
817-283-4009

PARKING FOR 6 CARS

PARKING FOR 2 CARS

AIRPORT CIRCLE

AIRPORT CIRCLE

ENTRY

ENTRY

ENTRY

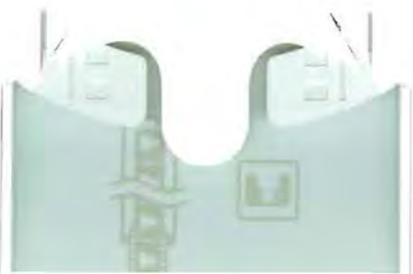


Exhibit C

About the Applicant

Robb M. O'Brien
D/b/a 6 & Under Auto Sales
Application for Specific Use Permit
Requesting Exceptions to 02-OX-SUP
1127 South Airport Circle
Euless TX, 76040
817-283-4009

6 & Under Auto Sales founded by Robb M. O'Brien, is entering its 2nd year of operation. My goal was to fulfill a unique niche in the automobile industry specializing in the sale of dependable, affordable automobiles in a specific price range. As I enter my 2nd year in business, 6 & Under Auto Sales **has not received a single complaint on any car sold**. As I promised in my initial request for a Specific Use Permit, every attempt has been made to locate and sell dependable cars under \$6,000.00. Honesty and Integrity have been and will continue to be the hallmark of 6 & Under Auto Sales. Services provided to the customer at no additional cost such as Nationwide Road Side Assistance membership and paying for the first year of oil changes on each car is unique in the used auto business for cars in this price range.

Unlike traditional auto sales dealerships where location and outside visibility of inventory is paramount, 6 & Under Auto Sales has sought leased space where all inventory can be kept sheltered under roof and out of public view. We have effectively utilized the Internet, placed flyers in local businesses and used word of mouth to market our inventory. 6 & Under Auto Sales will maintain an average active inventory of 8-12 vehicles. No outside storage, display of vehicles, advertising on premises, cleaning or preparation of vehicles will be performed on premises. 6 & Under Auto Sales will employ a mechanic "part time", to perform "minor" repairs and adjustments to the cars in inventory. No major mechanical work will be performed on site. An example of repairs performed; plugs & wires, timing belts, general and electrical repairs. The mechanic will utilize the end slot in the evenings and out of public view. Major repairs will still be taken to off site auto mechanic shops.

6 & Under Auto Sales hours of operation are Tuesday through Friday from 10 a.m. until 2 p.m. 6 & Under Auto Sales will maintain well kept offices and will keep its inventory inside the warehouse of its leased space. A minimum of 8 parking spaces is available for customer and employee parking. Outside parking at the leased space will be limited to customers and employees during hours of operation. In keeping with the Rules and Regulations of Ms. Karen Samuelsohn, no vehicles of any kind will be parked outside overnight (see Property Rules and Regulations-Exhibit E).

Respectfully submitted,

Robb M. O'Brien

FUSTER & COMPANY
NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
COMMERCIAL LEASE AGREEMENT

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FOR GOOD AND VALUABLE CONSIDERATION, the parties to this Lease agree as follows:

ARTICLE ONE

DEFINED TERMS

As used in this Commercial Lease Agreement (the "Lease"), the terms set forth in this Article One have the following meanings:

1.01 Effective Date: The last date beneath the signatures of Landlord and Tenant on this Lease.

1.02 Landlord: Karen N. Samuelsohn
 Address: 5650 Forest Ln.
Dallas, Tx. 75230
 Telephone: _____
 Fax: _____
 Email: _____

1.03 Tenant: Robb M. O'Brien DBA 6 Under Auto
 Address: 2192 Raines Court
Eules, Tx. 76039
 Telephone: (817) 283-4009
 Fax: (817) 262-9245
 Email: 6under@att.net

1.04 Premises: _____
 A. Street address: _____ 1127 Airport Circle
Eules, Tx in Tarrant County, Texas.

B. Legal description: The property on which the Premises is situated (the "Property") described as:

 and may be more particularly described on Exhibit "A", SURVEY AND/OR LEGAL DESCRIPTION.



C. Floor Plan or Site Plan: Being a floor area of approximately 3604 square feet and being approximately _____ feet by _____ feet (measured to the exterior of outside walls and to the center of the interior walls) and being more particularly shown in outline form on Exhibit "B", FLOOR PLAN AND/OR SITE PLAN.

D. Tenant's Pro Rata Share: _____ %.
[See Addendum "A", EXPENSE REIMBURSEMENT, if applicable]

CSB
13 2009

1.05 Term: 2 years and 0 months beginning on April 1, 2009 (the "Commencement Date") and ending on March 31, 2011 (the "Expiration Date").

1.06 Base Rent: \$ ~~28,800.00~~ 28,176.78 total Base Rent for the Term payable in monthly installments of \$ _____ per month in advance. (The term "Rent" is defined in Section 3.01.)

1.07 Percentage Rental Rate: Refer to Article 17 %
[See Addendum "D", PERCENTAGE RENTAL/GROSS SALES REPORTS, if applicable]

1.08 Security Deposit: \$ 1,300.00 (due upon execution of this Lease).
[See Section 3.04]

1.09 Permitted Use: Auto Storage . [See Section 6.01]

1.10 Party to whom Tenant is to deliver payments under this Lease [check one]:
 Landlord, Principal Broker, or Other _____
Landlord may designate in writing the party authorized to act on behalf of Landlord to enforce this Lease. Any such authorization will remain in effect until it is revoked by Landlord in writing.

1.11 Principal Broker: Foster & Company . acting as [check one]: agent for Landlord exclusively, agent for Tenant exclusively, an intermediary.
Principal Broker's Address: 12900 Preston Road, Ste. 550
Dallas, Tx. 75230
Telephone: (972) 233-2383
Fax: (972) 934-3435
Email: scott@fostercompany.org

1.12 Cooperating Broker: _____ . acting as [check one]: agent for Landlord exclusively, agent for Tenant exclusively, an intermediary.
Cooperating Broker's Address: _____
Telephone: _____
Fax: _____
Email: _____

1.13 The Fee: The Professional Service Fee shall be as set forth in [check one]:
 Subsection 15.01A. or Subsection 15.01B

A. The percentage applicable for leases in Sections 15.01 and 15.02 will be Four percent (4 %).
B. The percentage applicable in Section 15.03 in the event of a sale will be Six percent (6 %).

1.14 Acceptance: The number of days for acceptance of this offer is Three days.
[See Section 16.15]

[Signature]
1127 Airport



ARTICLE SEVENTEEN
ADDITIONAL PROVISIONS

Tenant will maintain the cleanliness of the building floors and parking lots, insuring especially there are no marks or stains related to the parking of automobiles, such as, but not limited to, oil stains.

Tenant, at his expense, shall remove the property remaining in the premises left by the previous tenant, T-Electra/TICA of Dallas, Inc.

April 1, 2009 --- March 31, 2010 \$1100

April 1, 2010 --- March 31, 2011 \$1300

pro-rated rent from April 13 - April 30 \$623.22
Due to the age of the HVAC systems
Tenant is not responsible for replacement or
repairs.

EXECUTED as of the Effective Date.

LANDLORD

TENANT

Karen N. Samuelsohn

Robb M. O'Brien DBA 6 Under Auto

By [Signature]: *Karen N Samuelsohn*
Name: KAREN N SAMUELSON
Title: OWNER
Date of Execution: 3/19/09

By [Signature]: *Robb M O'Brien*
Name: ROBB M. O'BRIEN
Title: OWNER
Date of Execution: 3/17/09

PRINCIPAL BROKER

COOPERATING BROKER

Foster & Company

By [Signature]: *Gordon S Foster*
Name: Gordon S. Foster, SIOR
Title: Principal
Address: 12900 Preston Rd. #550 Dallas
Broker's License No.: _____
Tax ID No.: _____

By [Signature]: *Robb M O'Brien*
Name: Robb M. O'Brien
Title: OWNER
Address: 2192 RAINES CT, EVANS, TX 76039
Broker's License No.: _____
Tax ID No.: _____

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FOSTER & COMPANY
NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
ADDENDUM "G" TO LEASE
RULES AND REGULATIONS

1127 Airport Circle
Euless, Tx

Premises/Address: _____

A. Application. The following standards will affect and will be observed by Tenant, Tenant's employees and invitees, for the mutual safety, cleanliness, care, protection, comfort and convenience of all tenants and occupants of the Property, and will be applicable to the building(s), to the parking garages, if any, to the common areas, driveways, parking lots, and to the Premises, including the land situated beneath and any appurtenances thereto.

B. Consent Required. Any exception to these Rules and Regulations must first be approved in writing by Landlord. For purposes of these Rules and Regulations, the term "Landlord" includes the building manager, the building manager's employees, and any other agent or designee authorized by Landlord to manage or operate the Property.

C. Rules and Regulations:

1. Tenant may not conduct any auction, "flea market" or "garage sale" on the Premises nor store any goods or merchandise on the Property except for Tenant's own business use. Food may not be prepared in the Premises except in small amounts for consumption by Tenant. Vending machines or dispensing machines may not be placed in the Premises without Landlord's written approval. The Premises may not be used or occupied as sleeping quarters or for lodging purposes. Animals may not be kept in or about the Property.

2. Tenant shall not obstruct sidewalks, driveways, loading areas, parking areas, corridors, hallways, vestibules, stairs and other similar areas designated for the collective use of tenants, or use such areas for Tenant's storage, temporary or otherwise, or for any purpose other than ingress and egress to and from the Premises. Tenant shall comply with parking rules and guidelines as may be posted on the Property from time to time.

3. Tenant shall not make any loud noises, unusual vibrations, unpleasant odors, objectionable or illegal activities on the Property. Tenant shall not permit the operation of any equipment in the Premises that could annoy other occupants of the Property. Tenant shall not interfere with the possession of other tenants of the Property.

4. Tenant may not bring any flammable, explosive, toxic, noxious, dangerous or hazardous materials onto the Property.

5. Installation of security systems, telephone, television and other communication cables, fixtures and equipment must comply with Section 7.04 of the Lease, except that routine installation and construction of normal communication devices that do not require any holes in the roof or exterior walls of the Property do not require the written approval of Landlord.

6. Movement into or out of the building through public entrances, lobbies or corridors that requires use of a hand truck, dolly or pallet jack to carry freight, furniture, office equipment, supplies and other large or heavy material, must be limited to the service entrances and freight elevators only and must be done at times and in a manner so as not to unduly inconvenience other occupants of the Property. All wheels for such use must have rubber tires and edge guards to prevent damage to the building. Tenant shall be responsible for and shall pay all costs to repair damages to the building caused by the movement of materials by Tenant.

7. Requests by Tenant for building services, maintenance and repair must be made in writing to the office of the building manager designated by landlord and must be dated. Tenant shall give prompt written notice to Landlord of any significant damage to or defects in the Premises or the Property, especially including plumbing, electrical and mechanical systems, heating, ventilating and air conditioning systems, roofs, windows, doors, foundation and structural components, regardless of whose responsibility it is to repair such damage.

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LANDLORD

KNS

TENANT

[Signature]



8. Tenant shall not change locks or install additional locks on doors without the prior written consent of Landlord. If Tenant changes locks or installs additional locks on the Property, Tenant shall within five days thereafter provide Landlord with a copy of each separate key to each lock. Upon termination of Tenant's occupancy of the Premises, Tenant must surrender all keys to the Premises and to the Property to Landlord.

9. Harmful liquids, toxic wastes, bulky objects, insoluble substances and other materials that may cause clogging, stains or damage to plumbing fixtures or systems must not be placed in the lavatories, water closets, sinks, or drains. Tenant must pay the costs to repair and replace drains, plumbing fixtures and piping that is required because of damage caused by Tenant.

10. Tenant shall cooperate with Landlord and other occupants of the Property in keeping the Property and the Premises neat and clean. Nothing may be swept, thrown or left in the corridors, stairways, elevator shafts, lobbies, loading areas, parking lots or any other common areas on the Property. All trash and debris must be properly placed in receptacles provided therefor.

11. Landlord has the power and authority to regulate the weight and position of heavy furnishings and equipment on the floor of the Premises, including safes, groups of filing cabinets, machines, and any other item which may overload the floor. Tenant shall notify the Landlord when heavy items are to be taken into or out of the building, and the placement and transportation of heavy items may be done only with the prior written approval of Landlord.

12. No window screens, blinds, draperies, awnings, solar screen films, window ventilators or other materials visible from the exterior of the Premises may be placed in the Premises without Landlord's approval. Landlord is entitled to control all lighting that may be visible from the exterior of the building.

13. No advertisement, sign, notice, handbill, poster or banner may be exhibited, distributed, painted or affixed upon the Property. No directory of tenants is allowed on the Property other than that provided by Landlord.

14. Tenant agrees to cooperate with and assist Landlord in the prevention of peddling, canvassing and soliciting on the Property. Tenant agrees to cooperate with and assist Landlord in the prevention of peddling, canvassing and soliciting on the Property.

15. Tenant accepts any and all liability for damages and injuries to persons and property resulting from the serving and sales of alcoholic beverages on or from the Property.

16. Any person entering and leaving the building before and after normal working hours, or building hours if posted by Landlord, whichever applies, may be required to identify himself to security personnel by signing a list and giving the time of day and destination or location of the applicable Premises. Normal building business hours are established by Landlord from time to time.

D. **Revisions.** Landlord reserves the right to revise and/or rescind any of these Rules and Regulations and to make additional rules that Landlord may determine are necessary from time to time for the safety, care, cleanliness, protection, comfort and convenience of the tenants and occupants of the Property and for the care, protection and cleanliness of the building. Revisions and additions will be binding upon the Tenant as if they had been originally prescribed herein when furnished in writing by Landlord to Tenant, provided the additions and revisions apply equally to all tenants occupying the Property and do not impose any substantial cost to Tenant.

E. **Enforcement.** Any failure or delay by Landlord in enforcing these Rules and Regulations will not prevent Landlord from enforcing these Rules and Regulations in the future. If any of these Rules and Regulations is determined to be unenforceable, it will be severed from this Lease without affecting the remainder of these Rules and Regulations.

NTCAR 2001 - Form No. 2 (4/01)

LANDLORD

KNS

TENANT

[Signature]

6 & Under Auto Sales

FILE COPY

Development Review Committee
Eules, TX



To Whom It May Concern:

Development Dept.: (Stephen Cook, Senior Planner)

#2.) I have no employees so employee parking is not an issue. In addition, because I work by appointment only, there is not an issue with the general public dropping by creating parking issues. Generally, I have only one customer and car in my parking lot at any one time.

#3.) The mechanic I had planned to have on a part time basis in my location did not work out. Therefore, I will not have a mechanic on site. All repairs will be done off site at local auto repair facilities.

FIRE PLREVENTION:

#1.) DNA

#2.) As a rule I keep no more than 3 gallons in my cars used for test drives by my customers.

Thank you for your consideration. Should you have further questions for me, please feel free to contact me @ 817-283-4009

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. M. O'Brien".

Robb M. O'Brien

