

LEASE

ARTICLE I

1.1 DEFINITIONS

Additional Base Rent: Taxes, Escalation Charges and other charges due to Landlord from Tenant pursuant to the provisions of this Lease.

Base Rent: \$30 Per Square Foot ("PSF")
April 2013 -March 2014 to be paid at a rate of \$29.50 PSF; \$93,780.50 per annum; \$7,815.04 per month.
April 2014- March 2015 to be paid at a rate of \$30.00 PSF as adjusted
April 2015 -March 2016 to be paid at a rate of \$30.50 PSF as adjusted

Base Taxes: Taxes assessed to Property for the fiscal 2014 tax year ending June 30, 2014.

Broker: Acme Lease Broker

Building: 186 South Street, Boston, Massachusetts 02111

Lease Commencement Date: April 1, 2013

Rent Commencement Date: April 1, 2013

Common Areas: Hallways, entryways, stairs, common bathrooms, passenger elevator, lobby and all other facilities in The Building which are provided and designated from time to time by Landlord, for the nonexclusive use and convenience of Tenant with other Tenants of The Building and their respective employees, invitees, licensees or other visitors.

CPI: The Consumer Price Index for Urban and Clerical Wage Earners (Boston, MA) - All Items ("CPI-W") (1982- 1984 = 100), as published by the Bureau of Labor Statistics of the United States Department of Labor. In the event such Index is discontinued, comparable statistics in the purchasing power of the consumer dollar, as published at the time of said discontinuance by a responsible financial authority shall be selected at the reasonable discretion of Landlord and be used in lieu of such Index.

Base CPI: The CPI as of March 2013

Default of Landlord: As determined in accordance with Section 13.2

Default of Tenant: As determined in accordance with Section 13.1.

Escalation Percentage: 8.34% (3,179 SF/38,000 SF).

Expiration Date: March 31, 2016

Escalation Charges: The amounts charged to Tenant pursuant to Sections VIII, IX and XIV.

Landlord: *186 Realty Trust*

Landlord's Address: c/o The Smith Company, 1134 South Street #300, Boston, Ma. 02111-2837

Lease Year: The 12 month period commencing on the Lease Commencement Date and each successive 12-month period included in the Term of this Lease and, if the expiration of the Term of this Lease does not coincide with the termination of such 12-month period, Lease Year shall mean the portion of such 12-month period before such expiration.

Operating Year: Each Calendar Year in which any part of the Term of this Lease shall fall.

Permitted Uses: Professional offices. The Premises can be used for other uses permitted by applicable law only with the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

Premises: 3,179 square feet ("SF") on the fourth floor of the Building.

Property: The Building and the parcel of real property on which it is located.

General Liability Insurance: \$1,000,000 per occurrence (combined single limit) for property damage, personal injury or death written with a company reasonably acceptable to Landlord.

Rent: Basic Rent and all sums due hereunder.

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Security Deposit: \$16,000.

Tax Year: The twelve-month period commencing on July 1, and ending on June 30th of the following year.

Taxes: Real estate taxes and any other municipal tax charge or betterment assessed with respect to the Property for any Tax Year as determined in accordance with Section 8.1.

Tenant: Client Corporation

Tenant's Address: 21351 Ridgetop Circle, Suite 400, Bentonville, AR 72712

Tenant's Insurance: Insurance, as specified in Section 10.2 herein, including but not limited to General Liability insurance and worker's compensation insurance with a minimum statutory limit of \$100,000 for each accident, \$500,000 policy limit and \$100,000 for each employee.

Tenant's Removable Property: As defined in Section 5.2 of this Lease.

Term of this Lease: Period commencing on the Lease Commencement Date and expiring at noon, March 31, 2016

Extent of Agreement: This Lease contains the complete agreement of the parties concerning the subject matter hereof, and there are no oral or written understandings, representations, or agreements pertaining thereto that have not been incorporated herein. This Lease supersedes and replaces all prior understandings, representations, warranties or agreements between the parties and shall be the only agreement between the parties with respect to the Premises.

ARTICLE II

2.1 LEASED PREMISES Landlord hereby demises and leases the Premises, and Tenant hereby accepts, the Premises for the Term of this Lease, subject to and with the benefit of the terms, covenants, conditions and other provisions of this Lease.

2.2 APPURTENANT RIGHTS AND OBLIGATIONS Tenant, its employees, invitees, licensees and other visitors shall have such nonexclusive use of Common Areas as is necessary for the use and enjoyment of the Premises. Such use shall be subject to reasonable rules and regulations as established from time to time by Landlord concerning the maintenance, use and operation of the Common Areas.

2.3 OPTION TO EXTEND Provided that Tenant (a) is then occupying the entire Premises, (b) has not assigned the Lease or sublet less than the entire Premises, and (c) is not then, nor at the conclusion of the Term in Default, beyond any cure period, under the Lease, Tenant shall have the Option to Extend the original Term of the Lease for one (1) additional one (1) year Term (the "Extension Term") with five (5) months written notice prior to the end of the current Term, such Extension Term shall be upon the same terms and conditions set forth in the Lease except that (i) there shall be no further options to extend the Term, and (ii) the rent shall be at the then adjusted Base Rent as called for under terms of this original Lease.

ARTICLE III

3.1 BASE RENT Tenant agrees to pay the Base Rent and all other sums due hereunder to Landlord, or as directed by Landlord, without notice, offset, abatement (except as set forth in Section 12.1), or reduction. Such Base Rent shall be payable in equal monthly installments, in advance, on the first day of each and every calendar month during the Term of this Lease, as such Base Rent may be adjusted in accordance with the provisions of Section 14.1 ("CPI Increases"). All such payments shall be sent to Landlord at Landlord's Address, or at such other place as Landlord shall from time to time designate by notice, and shall be made in lawful money of the United States. All charges to be paid by Tenant hereunder other than Base Rent shall be considered Additional Base Rent for the purposes of this Lease.

3.2 LATE RECEIPT OF RENT Any rent balance due will accrue interest at twelve (12%) per cent per annum, starting on the tenth (10th) business day after it was due provided Landlord has provided written notice to Tenant of the event of non-payment, , until it is paid.

ARTICLE IV

4.1 CONDITION OF PREMISES Tenant acknowledges that it has inspected the Building and the Premises and that the Premises are being leased and the Building is being accepted in their "as is" condition except for any Landlord's Work detailed on the attached Exhibit A. Landlord warrants and agrees that, upon the Commencement Date, all mechanical, electrical and other utility systems and their components within and servicing the Premises shall be in full operating condition.

ARTICLE V

ARTICLE XIII

13.1 TENANT'S DEFAULT (a) If during the Term of this Lease any of the following events or default (Default) shall occur:

(i) Tenant shall fail to pay Base Rent, Escalation Charges or other payments due under this Lease, and Tenant shall fail to cure said failure within ten (10) business days after the date on the written notice of said failure sent by Landlord as provided in Section 14.10 below. Notwithstanding the foregoing, if Landlord shall have sent to Tenant a notice of any such failure three (3) times during any twelve (12) month period, and even though such failures may have been cured during the ten (10) business day cure period, any subsequent failure during such a twelve (12) month period shall be deemed to be a Default without any notice from Landlord, and for which there is no period during which to cure; or

(ii) Tenant shall neglect or fail to perform or observe any other covenant contained in this Lease and Tenant shall fail to remedy the same within thirty (30) days after the date of a written notice to Tenant via Federal Express or certified mail specifying such neglect or failure, or if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly, within such thirty (30) day period, to remedy the same and to prosecute such remedy to completion with diligence and continuity provided that such cure shall be completed within sixty (60) days of written notice, unless such period is extended in writing by the Landlord; or

(iii) Tenant's leasehold interest in the Premises shall be taken on execution or by other process of law directed against Tenant; or

(iv) Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future Federal, State or other statute, law or regulation for relief of debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties, or shall admit in writing its inability to pay its debts generally as they become due; or

(v) A petition shall be filed against Tenant in bankruptcy or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future Federal, State or other statute, law or regulation and shall remain dismissed or unstayed for an aggregate of sixty (60) days, or if any debtor in possession, trustee, receiver or liquidator of Tenant, or of all or any substantial part of its properties or of the Premises shall be appointed without the consent or acquiescence of Tenant and such appointment shall remain unvacated or unstayed from an aggregate of sixty (60) days; then in any such case:

(1) If such Default of Tenant shall occur prior to the Rent Commencement Date, this Lease shall without further act on the part of the Landlord, terminate, and

(2) If such Default of Tenant shall occur after the Rent Commencement Date, Landlord may terminate this Lease by written notice to Tenant and Lease shall come to an end on date specified therein as fully and completely as if such date were the date herein originally fixed for the expiration of the Term of this Lease, and Tenant will then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

(b) If this Lease is terminated as provided in this Article, or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the Premises shall be taken or occupied by someone other than Tenant, then Landlord may, without notice, re-enter the Premises, either by force summary proceedings, ejectment or otherwise, and remove and dispossess Tenant and all other persons and any and all property from the same, as if this lease had not been made and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

(c) In the event of any Termination, Tenant shall pay to Landlord any Base Rent, Escalation Charges, prior Landlord incurred brokerage fees and expenses insured in regard to Tenant's letting and other charges payable hereunder (including, without limitation, the excess costs of Landlord's Work), up to the date of the termination, and thereafter Tenant, until the end of what would have been the end of the Term of this Lease in the absence of such termination and whether or not the Premises shall have been re-let, shall be liable to Landlord for, and shall pay to Landlord, as liquidated damages, the Base Rent, Escalation Charges and other charges which would be payable hereunder if such termination had not occurred, less the net proceeds, if any, of any re-letting of the Premises, after deducting all expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable alteration costs and expenses of preparation for re-letting, provided, however, that Landlord agrees that it has a duty to mitigate in connection with the re-letting of the Premises. Such mitigation shall consist of the same activities engaged in by Landlord in connection with this Lease, but shall not require the Landlord to accept less than amount(s) being paid by Tenant. Tenant shall pay such amounts as rent as they accrue to Landlord, monthly on the days on which the Base Rent would have been payable hereunder if this Lease had not been terminated.

(d) At any time after such termination, whether or not Landlord shall have collected any such damages, as liquidated final damages and in lieu of all such current damages beyond the date of such demand, at Landlord's election Tenant shall pay to Landlord an amount equal to the excess, if any, of the Base Rent, Escalation Charges and other charges as herein before provided which would be payable hereunder from the date of such demand (assuming that, for the purposes of this paragraph, annual payments by Tenant on account of real estate taxes and Operating Expenses would be the same as the payments required for the immediately preceding Operating or Tax Year) for what would be the then unexpired Term of this Lease if the same remained in effect, minus the then fair net rental value of the Premises for the same period. In no event shall Tenant be obligated to pay any more pursuant to this subparagraph (d) than Tenant would have been required to pay under this Lease absent such Default.

(e) In the case of any Default by Tenant, re-entry, expiration and dispossession by summary proceedings or otherwise, Landlord may:

(i) Re-let the Premises or any part thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease and may grant

concessions of free rent to the extent that Landlord considers advisable and necessary to re-let the Premises, provided, however, that Landlord agrees that it has a duty to mitigate in connection with the re-letting of the Premises; and

(ii) May make such reasonable alterations, repairs and decorations in the Premises as Landlord in its sole but prudent judgment deems advisable and necessary for the re-letting of the Premises. Any such repairs, decorations or alterations shall not operate nor be construed to release Tenant from any liability under this Lease.

Landlord will use reasonable best efforts to mitigate damages against and losses by Tenant, but in no event be liable in any way for failure to re-let the Premises, or, in the event that the Premises are re-let, for failure to collect the rent under such re-letting. Tenant expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease.

(f) INTENTIONALLY LEFT BLANK

(g) The specified remedies above to which Landlord may resort are Landlord's exclusive remedies in connection with Tenant's Default under this Article 13.

ARTICLE XIV

14.1 CPI INCREASES Notwithstanding anything contained herein to the contrary, the Base Rent for the Premises shall be increased at the beginning of the second and at the beginning of each successive Lease Year (i.e., April 1, 2014 and each April 1st thereafter) as set forth in Section 1.1 of this Lease by one hundred percent (100%) of the percentage by which the CPI immediately prior to the beginning of such Lease year, exceeds the Base CPI. If the CPI was defined herein shall not be calculated and/or published for a particular adjustment date, the most nearly comparable date and index shall be used. Notwithstanding the foregoing, the base rent increase shall not exceed 3% in any Lease Year.

14.2 WAIVER (a) Failure on the part of Landlord or Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by Tenant or Landlord, respectively, of any of the other's rights hereunder. Further, no express waiver at any time of any of the provisions thereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof nor shall it be construed as a waiver at any subsequent time of the same provisions.

(b) No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

14.3 COVENANT OF QUIET ENJOYMENT Tenant, subject to the terms of this Lease, and payment of the Base Rent, Escalation Charges and other charges due hereunder and observing, keeping and performing all of the other terms and provisions of this Lease on Tenant's part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the Term of this Lease, without hindrance or ejection by any persons lawfully claiming under Landlord to have title to the Premises superior to Tenant.

14.4 LANDLORD'S LIABILITY (a) With respect to the Landlord's obligations under this lease, Tenant specifically agrees to look solely to Landlord's equity interest in the building and land at the time of award of any judgment, for recovery of any such judgment against Landlord. It is specifically understood and agreed that Landlord or any beneficiary thereof shall never be personally liable for any such judgment, and it is specifically understood and agreed that neither Landlord, or any beneficiary or Trustee thereof, shall never be personally liable for any such judgment, or for the payment of any such monetary obligation to Tenant. This provision is not intended to, and shall not limit any right Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or to take any action not involving the personal liability of Landlord.

(b) With respect to any services to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond the reasonable control of Landlord, or for any cause due to any unlawful act or negligence of Tenant or Tenant's servants, agents, employees, licensees or any person claiming by, through or under the Tenant.

(c) In no event shall Landlord or Tenant be liable to the other for any indirect or consequential damages suffered by the other from whatever cause.

14.5 TRANSFER OF TITLE In the event of any transfer of title to the Property by Landlord, Landlord shall thereafter be entirely freed and relieved from the performance and observance of all covenants and obligations hereunder arising after the day of such transfer, provided that Landlord obtain a non-disturbance agreement from the transferee of Title, and provided that Tenant shall therein attorn to such transferee. But the provisions of the foregoing sentence shall be effective even if such agreement is not obtained..

14.6 RULES AND REGULATIONS Tenant shall abide by written rules and regulations relating to the Building and Common Areas established from time to time by Landlord, it being agreed that such rules and regulations will be enforced and established and applied by Landlord in a non-discriminatory fashion, such that all rules and regulations shall not be materially inconsistent with this lease to Tenant, and do not materially interfere with Tenant's use, Landlord agrees to use reasonable efforts to insure that any such rules and regulations are uniformly enforced, but Landlord shall not be liable to Tenant for violation of the same by any other Tenant or occupant of the Building, or persons having business with them. A copy of the current Rules and Regulations are attached hereto as Exhibit B, "Rules and Regulations".

14.7 ADDITIONAL CHARGES If Tenant shall fail to pay when due any sums under this Lease, Landlord shall have the same rights and remedies as Landlord has hereunder for failure to pay Base Rent.

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

14.9 BINDING NATURE Except as set forth herein to the contrary, the terms of this Lease shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of Landlord and Tenant and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, successors and assigns. Each term to be performed by Tenant shall be construed as both a covenant and a condition. The reference contained herein to successors and assigns of Tenant is not intended to constitute consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give consent to a particular assignment as required by the provisions of Article VI.

14.10 NOTICES Whenever, by the terms of this Lease, notices shall or may be given either to Landlord or Tenant, such notice shall be in writing and shall be sent by FEDERAL EXPRESS or United States Postal Service, registered or certified mail, to Landlord at the Landlord's Address or to Tenant at Tenant's Address, as the case may be. Except as otherwise provided herein, all such notices shall be effective upon the mailing. Notices may also be sent by facsimile transmission, provided either party has the capacity to document that the fax was received, and in such case shall be effective upon transmission if to the facsimile number provided by notice. A party's address may be changed by notice.

14.11 COMPLETE AGREEMENT AND AMENDMENT All understandings between Landlord and Tenant are incorporated herein and this Lease expressly supersedes any proposals or other written documents relating hereto. This Lease may be modified or amended only by written agreement between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

14.12 MORTGAGE RIGHTS This Lease shall be subordinate to any mortgage from time to time encumbering the Premises, whether executed and delivered prior to or subsequent to the date of this Lease, if the holder of such mortgage shall so elect. Tenant agrees to execute such instruments of subordination in confirmation of the foregoing agreement as such holder may request, provided such instrument of subordination includes a non-disturbance agreement recognizing the Tenant's right to remain within the Premises so long as Tenant is not in default under the terms of this Lease.

14.13 ESTOPPEL CERTIFICATES Tenant, on the request of the Landlord made from time to time, will promptly furnish to Landlord, or the holder of any mortgage encumbering the Premises, a statement certifying to the status of any matter pertaining to this Lease, including, without limitation, acknowledgments that (or the extent to which) each party is in compliance with its obligations under the terms of this Lease.

14.14 LANDLORD'S RIGHT TO CURE DEFAULTS Landlord shall have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of moneys which may be necessary or appropriate by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease (after any applicable notice and cure periods provided in this Lease), and in the event of the exercise of such right by Landlord, Tenant agrees to pay to Landlord forthwith upon demand all such sums, reasonably incurred, together with interest thereon at a rate equal to 2% over the Prime Rate in effect and announced from time to time at the Eastern Bank at its principal offices located in Salem, Massachusetts, as an additional charge hereunder. Any payment of Base rent, Escalation charges or other sums payable hereunder not paid when due shall bear interest at the said rate from the due date thereof and shall be payable forthwith on demand by Landlord as an additional charge hereunder.

14.15 HOLDOVER Any holding over by Tenant after the expiration of the term of this Lease shall be treated as a daily tenancy at sufferance at a rate equal to one and one half (1 & 1/2) times the then adjusted Base Rent plus payment pro rata of Escalation Charges and other charges due hereunder and shall otherwise be on the terms and conditions set forth in this Lease.

14.16 WAIVER OF SUBROGATION Insofar as, and to the extent that, the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from recognized insurance companies doing business in the City of Boston, Landlord and Tenant mutually agree that, with respect to any hazard, the loss from which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss to the extent of the insurance proceeds paid with respect thereto and that their respective insurance companies shall have no right of subrogation against the other on account thereof.

14.17 YIELD UP Upon the expiration or earlier termination of the Term of this Lease, Tenant shall peaceably quit and surrender to Landlord the Premises in neat and clean condition and in good order, condition and repair, together with all alterations, additions and improvements which may have been made or installed in on or to the Premises prior to or during the Term of this Lease, excepting only ordinary wear and tear and use and damage by fire or other casualty or by eminent domain for which, under other provisions of this Lease, Tenant has no responsibility of repair or restoration. Tenant shall remove all of Tenant's Removable Property and, upon notice by Landlord, all alterations and additions made by Tenant and all partitions erected by Tenant wholly within the Premises. Tenant shall repair any damages to the Premises or the Building caused by such removal. Any of Tenant's Removable Property which shall remain in the Building or on the Premises after expiration or termination of the Term of this Lease shall be deemed conclusively to have been abandoned, and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may, in its sole discretion, determine, at Tenant's sole cost and expense.

14.18 BROKERAGE Tenant and Landlord each warrant and represent to the other they have dealt with the broker listed in Section 1.1 ("Definitions") in connection with the consummation of this Lease. In the event of any brokerage claims against Landlord predicated upon prior dealings with Tenant, or any broker other than Newmark Grubb Knight Frank, Tenant agrees to defend the same and indemnify Landlord against any such claim. In the event of any brokerage claims against Tenant, predicated upon prior dealings with Landlord, Landlord agrees to defend the same and indemnify Tenant against any such claim.

14.19 SECURITY DEPOSIT If, in Section 1.1, a Security Deposit is specified, Tenant agrees that the same will be paid upon execution and delivery of this Lease, and that Landlord shall hold the same throughout the Term of this Lease as security for the performance by Tenant of all obligations on the part of Tenant hereunder. Landlord shall have the right, from time to time, without prejudice to any other remedy Landlord may have on account thereof, to apply such Security Deposit or any part thereof, to Landlord's damages arising from any Default of Tenant. Provided that there is no existing Default of Tenant, Landlord shall return the Security Deposit, or so much thereof as shall not have theretofore been applied in accordance with the terms of Section 14.19, to Tenant on the expiration or earlier termination of the Term of this Lease and surrender of possession of the Premises by Tenant to Landlord at such time. While Landlord holds the Security Deposit, Landlord shall have no obligation to pay interest on the same and shall have the right to commingle the Security Deposit with Landlord's other funds. If any part of the Security Deposit is applied as herein provided, Tenant shall replace it within ten (10) business days of receiving notice from the Landlord. Upon notice from Landlord, Tenant agrees to make payments to Landlord as may be required to have the Security Deposit equal to two (2) months Base Rent. If Landlord conveys Landlord's interest under this Lease, the Security Deposit, or any part hereof not previously applied, shall be provided to the successor, whereupon Tenant agrees to look solely to such successor in interest for proper application and return in accordance with the Terms of Section 14.19.

14.20(a) GOVERNING LAW This Lease shall be governed exclusively by the provisions hereof and by the laws of The Commonwealth of Massachusetts.

14.20(b) PREVAILING PARTY AGREEMENT In the event of a legal action taken by the Landlord or the Tenant against the other then the prevailing party shall have its reasonable legal fee and reasonable court costs paid by the non-prevailing party.

14.21 HAZARDOUS MATERIALS. Landlord warrants that the Building and the Premises are free of asbestos and other hazardous materials. Landlord indemnifies Tenant against liability arising out of any environmental conditions. Tenant will be responsible for any hazardous materials that they introduce to the Building

14.22 GUARANTEE None.

14.23 NO RECORDING This Lease, any memorandum of this Lease or any short form of this Lease shall not be recorded.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed, under seal, by persons hereunto duly authorized, in multiple copies, each to be considered an original hereof, as of the day and year first set forth above.

5.1 PERMITTED USE OF PREMISES (a) Tenant agrees that the Premises shall be used and occupied by Tenant only for Permitted Uses and for no other purpose.

(b) Tenant shall not perform any act or carry on any practice that may damage the Premises or any other part of the Building, or cause any offensive odors or loud noise or constitute a nuisance or menace to any other tenant or other persons in the Building.

(c) Tenant shall not place any sign, symbol, advertisement or the like which may be visible to public view on the exterior of the Premises (including exterior surfaces of doors and windows) or on any other part of the Building without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed.

(d) The use of signs printed on paper and hand lettered signs of any kind are specifically excluded.

(e) Tenant shall be solely responsible for obtaining any and all permits, licenses or other consents required to operate its business at the Premises and shall be entirely responsible for all costs in connection therewith and shall operate its business in compliance with all applicable laws, rules, regulations and ordinances.

5.2 ALTERATIONS BY TENANT (a) Tenant shall make no alterations, additions or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld or denied as to non-structural alterations. Any such alterations, additions or improvements shall (i) be performed in a good and workmanlike manner and in compliance with all applicable laws, rules, regulations and ordinances, specifically including City of Boston Inspectional Services requirements and rules and regulations of the Boston Water & Sewer Commission as it relates to substances released into waste drains, (ii) be made at Tenant's sole cost and expense, (iii) become part of the Premises and the property of Landlord, if permanently affixed to the Premises. Tenant shall not require Landlord's consent for decorative or cosmetic alterations.

(b) All articles of personal property and all business fixtures, machinery, equipment and furniture owned or installed in the Premises by Tenant at its expense ("Tenant's Removable Property") shall remain the Property of Tenant and may be removed by Tenant at any time prior to the expiration of this Lease, provided that Tenant, at its expense, shall repair any damage caused by such removal.

(c) Notice is hereby given that, except for Landlord's Work which shall be completed at Landlord's sole cost and expense, as detailed in Exhibit A attached hereto, Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for any such labor or material shall attach to or affect the interest of Landlord in and to the Premises or the Building. In the event any such lien is filed against the Property based upon any act or interest of Tenant or of anyone claiming through Tenant, Tenant shall immediately take such action by bonding, deposit or payment as is necessary to remove or satisfy the lien and Tenant hereby indemnifies Landlord and holds it harmless from any and all loss, cost, damages, expense or liability arising there from.

ARTICLE VI

6.1 PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING (a) Tenant shall not assign, sublet, mortgage, pledge, encumber or otherwise transfer all or any portion of its interest in the Premises, nor shall Tenant permit the Premises to be used or occupied by anyone other than Tenant in whole or in part without the prior written consent of Landlord provided however, that the Landlord shall not unreasonably withhold, condition, nor unreasonably delay any request by tenant to assign and/or sublet the premises in accordance with the terms of this Article VI.

(b) Notwithstanding anything contained herein to the contrary and without limiting the generality of Paragraph 6.1(a), it shall not be deemed unreasonable for Landlord to withhold his consent to any assignee or subtenant or other occupant whose financial status, character, method of doing business and/or proposed use or occupancy of the Premises or any other part of the Building would, materially adversely affect the character or value of the Building or whose financial status is not substantially sufficient to assume the obligation requested.

(c)

(d) Landlord may, at any time and from time to time, collect rent and other charges from the assignee, subtenant or occupant, and apply the amount collected to the rent or other charges herein reserved. No such assignment, subletting, occupancy or collection shall be deemed a waiver of the covenant against subletting or assignment, or the acceptance of the assignee, subtenant or occupant as a tenant or a release of Tenant from the further performance by Tenant of its obligations hereunder. At all times Tenant shall remain liable for the payment of all Base Rent, Escalation Charges and other charges due hereunder regardless of whether Premises are occupied by Tenant, vacant during the Term of this Lease or occupied pursuant to an assignment or sublease to which the Landlord has consented.

(e) If Landlord consents to such assignment or subletting, it is understood and agreed that fifty percent (50%) of all amounts paid to Tenant in excess of the Base Rent, Escalation Charges and other charges due to Landlord hereunder shall also be paid to Landlord. Tenant shall have the right to deduct all marketing and brokers fees, and all other reasonable fees, paid by Tenant in procuring the sublease before profits are split. (e) Notwithstanding the provisions set forth in this section, Tenant shall have the right to assign this lease or sublet the Premises (in whole or in part), without the consent of the Landlord, to any affiliated company, parent or entity of Tenant or to any entity into or with which Tenant may be consolidated or with which Tenant may merge or to any entity which purchases all or substantially all of Tenant's stock or assets, or in which Tenant has a controlling interest.

6.2 RECAPTURE If Tenant proposes to assign this Lease or to sublet the whole of the Premises, Tenant shall, prior to the effective date thereof (the "Effective Date"), deliver to Landlord counterparts of any such proposed agreement and of all proposed ancillary agreements with the

proposed assignee or subtenant, as applicable. In the event Tenant proposes to sublet more than 50% of the Premises, Landlord shall then have the right to terminate this Lease on the Effective Date as if it were the Expiration Date hereof; which right Landlord may exercise by written notice to Tenant given within five (5) business days after Landlord receives the foregoing documents.

Landlord shall have no such right to terminate this Lease in the event Tenant requests Landlord's consent to sublet less than 50% of the Premises in compliance with the terms and conditions stated elsewhere in this Section 6 of the Lease.

ARTICLE VII

7.1 LANDLORD REPAIRS Landlord shall not be responsible to make any improvements or repairs to the Premises, except for Landlord's Work outlined in Exhibit A. Landlord is obligated to perform all repairs to the Building's mechanical, heating, air conditioning and electrical systems located within and exclusively serving the Premises, unless such repairs are the result of or caused by Tenant's misconduct. Landlord shall maintain in good order, condition and repair the structure of the Building, including its roof, walls and windows, and shall maintain in good order, condition and repair the structure and operations of all common areas, including common heating, air conditioning and ventilation systems in the level and quality of the Building as at the time of Lease Commencement Date.

7.2 TENANT'S REPAIR AND MAINTENANCE COVENANT (a) Tenant shall keep the Premises clean and maintain the Premises together with all electrical and plumbing fixtures, fittings and appurtenances therein in good order, condition and repair, including, without limitation, entry doors, and every part thereof and any plumbing therein, and routine repair of mechanical and electrical systems located within and exclusively serving the Premises, except as a result of reasonable wear and tear of the Premises, damage by fire or other casualty or as a consequence of eminent domain. Tenant shall surrender the Premises at the end of the Term in such good condition and repair, subject to ordinary wear and tear and damage by fire or other casualty. Tenant shall maintain and use the Premises in accordance with all applicable laws, rules, regulations and ordinances and shall, at Tenant's expense, obtain all permits, licenses and the like required by applicable law in connection with such maintenance and use. Tenant shall be responsible for the cost of any repairs made necessary by reason of damage to the building by Tenant, Tenant's independent contractors or invitees, unless such costs are paid by an insurer. Notwithstanding the foregoing, Tenant shall remain responsible for the cost of any repairs required as a result of Tenant's intentional act or omission, or the intentional act or omission of any of Tenant's Independent contractors or invitees. reasonable diligence after such demand, Landlord shall have the right but not the obligation to make or cause such repairs to be made at Tenant's expense and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's property or business by reason thereof. Any reasonable cost or expense incurred by Landlord in connection with such repairs shall become part of the Rent and shall be due and payable in full with the next payment of Basic Rent.

(c) Notwithstanding the foregoing, Tenant shall not be responsible to maintain any mechanical, electrical, plumbing or other utility systems, or their components, which pass through, but do not solely serve, the Premises.

7.3 TENANT'S EQUIPMENT Tenant shall not place any fixtures, machinery, equipment or the like upon any floor in the Premises exceeding the floor load per square of area which the floor was designed to carry and which is permitted by applicable law. Landlord reserves the right to approve the weight or position of any such items so as to properly distribute the weight. Business machines and equipment shall be placed and maintained in such settings as are sufficient, in Landlord's reasonable judgment, to absorb and prevent vibration, noise and annoyance.

7.4 BUILDING SERVICES Landlord shall continue throughout the term of the Lease to make available to Tenant the common areas of the building including, without limitation stairwells, entry lobby, front steps and adjoining sidewalk areas.

Landlord shall be obligated to furnish heating, and to add additional cast iron radiators to the Premises, at Landlord's sole expense, if requested to do so by Tenant, water to the demised Premises on an all-year-round basis, during such hours on Mondays through Saturdays as Landlord shall, from time to time determine, by notice to Tenant, to be the regular hours of operation of such systems. Unless Landlord gives notice to the contrary, such regular hours of operation shall include the hours from 7 AM to 6 PM and shall exclude the hours of 6 PM to 7 AM Monday through Saturday and shall exclude Sundays. Tenant shall, however, be entitled to any services provided to the Building in the normal course.

Tenant shall have the right to establish its own security system at the Premises and connect that system to the Landlord's.

7.5 ELECTRICITY Subject to availability from the public utility, Landlord shall furnish adequate electricity for use of modern office equipment and HVAC and lighting and Tenant shall purchase, receive and pay for electric service for the Premises directly from a public utility serving the Building and Landlord shall permit Landlord's existing wires, risers, conduits and other electrical apparatus to be used for such purpose. Landlord shall not in any way be liable or responsible to Tenant for any loss, cost, damage or expense which Tenant may sustain if, during the Term of this Lease, either the quantity or character of electric current is changed or is no longer available, unless such loss is conclusively determined by a court of competent jurisdiction to have been caused by the willful misconduct, neglect or gross negligence of the Landlord.

Notwithstanding the forgoing in the event that any of the services listed in 7.4 and 7.5 shall cease for five (5) consecutive days, then commencing the sixth day retroactive to the first day, Tenants rent shall be abated until such services are restored.

ARTICLE VIII

8.1 PAYMENTS In the event, for any reason, Taxes shall be greater during any Tax Year than the Base Taxes, Tenant shall pay to Landlord, for each year, or pro rata for each partial year, within thirty days of being requested in writing by Landlord, as an Escalation Charge, an amount equal to (i) the excess of Taxes over Base Taxes, multiplied by (ii) the Escalation Percentage (see Section 1.1 of this lease; 5.26%), but in no case shall an escalation charge be assessed prior to April 1, 2014.

8.2 ABATEMENT If Landlord shall receive any tax refund or reimbursement of taxes or sum in lieu thereof with respect to any Tax Year, then, out of any balance remaining after deduction for Landlord's reasonable and actual third party expenses incurred in obtaining such abatement, Landlord shall pay to Tenant, provided there does not exist a Default of Tenant, which Default shall remain uncured, an amount equal to such sum (exclusive of interest) multiplied by the Escalation Percentage. In no event shall Tenant be entitled to receive more than the payments made by Tenant on account of real estate taxes for such Year pursuant to Section 8.1 or to receive any payment or abatement of Base Rent if Taxes for any year are less than Base Taxes or Base Taxes are abated. If Base Taxes are abated at any time after the date of this Lease, the calculation of the Escalation Charge under this Article VIII shall nonetheless be made using Base Taxes prior to any such abatement.

8.3 ALTERNATE TAXES (a) If some other method or type of taxation shall replace the current method of assessment of real estate taxes in whole or in part, or the type thereof, or if additional types of taxes are imposed upon the Premises or Landlord to supplement real estate taxes due to legal limits imposed thereon, Tenant agrees that Tenant shall pay its pro rate share of same as additional Base Rent, but in no case shall such a charge be assessed to Tenant for the period prior to April 1, 2014.

(b) If a tax (other than a Federal or State net income tax) is assessed on account of the rents or other charges payable by Tenant to Landlord under this Lease, Tenant agrees to pay the same as additional Base Rent within ten (10) days after receipt of a bill from Landlord, unless applicable law prohibits the payment of such tax by Tenant, but in no case shall such a charge be assessed to Tenant for the period prior to April 1, 2014.

ARTICLE IX

9.1 TENANT'S PAYMENTS None.

ARTICLE X

10.1 TENANT'S INDEMNITY To the maximum extent permitted by law, Tenant agrees to indemnify and hold Landlord harmless from and against all claims of whatever nature arising after the earlier to occur of the Rent Commencement Date or the date on which the Tenant first takes occupancy of any part of the Premises until the end of the Term of this Lease and thereafter so long as Tenant is in occupancy of any part of the Premises: (i) From any accident, injury or damage whatsoever caused to any person, or to the property of any person, in the Premises, or (ii) From any accident, injury or damage occurring in, about, or outside of the Premises but on the Property, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Tenant or Tenant's agents, employees or independent contractors, and Landlord is not proven by a court of competent jurisdiction to be negligent or otherwise legally responsible for such accident, injury or damage. This indemnity shall include all costs, expenses and liabilities incurred on or in connection with any such claim or proceeding brought thereon, and the defense thereof. Landlord agrees to indemnify and hold Tenant harmless from all claims for damages to persons or property to the extent caused by the willful misconduct, neglect or negligence of Landlord, as conclusively determined by a court of competent jurisdiction, during the term of this Lease. Landlord shall indemnify Tenant to the same extent Tenant indemnifies Landlord.

10.2 GENERAL LIABILITY INSURANCE Tenant agrees to maintain in full force and effect from the date upon which Tenant first enters the Premises for any reason, throughout the Term of this Lease, and thereafter so long as Tenant is in occupancy of any part of the Premises, a policy of general liability and property damage insurance under which Landlord and Tenant are named as additional insured's or as loss payee, as applicable, and under which the insurer agrees to indemnify and hold Landlord harmless from and against all cost, expense and/or liability arising out of or based upon any claims, accidents, injuries and damages set forth in Section 10.1. Each such policy shall be non-cancelable and non-amendable without thirty (30) days prior written notice to Landlord and Landlord's mortgagees and shall be in at least the amounts of the General Liability Insurance specified in Section 1.1 and a duplicate original or certificate thereof shall be delivered to Landlord prior to and on or prior to each anniversary date of this Lease together with evidence of payment of the premiums therefor.

10.3 TENANT'S RISK To the maximum extent permitted by law, Tenant agrees to use and occupy Premises and such other portions of the Property, as Tenant has right to use, at Tenant's own risk. Landlord shall have no liability or responsibility for any loss of or damage to Tenant's Removable Property unless a court of competent jurisdiction conclusively determines such loss or damage was caused by Landlord's gross

negligence or willful breach of this Lease. This Section shall be applicable from and after the execution of this Lease, and during any further period during which Tenant may use or be in occupancy of any part of the Premises.

10.4 INJURY CAUSED BY THIRD PARTIES To the maximum extent permitted by law, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Premises or any part of the Property or otherwise unless a court of competent jurisdiction conclusively determines such loss or damage is caused by the willful misconduct, neglect or negligence of the Landlord .

10.5 LANDLORD'S INSURANCE Landlord shall maintain throughout the Term of this Lease property insurance with respect to the Building and such insurance shall provide coverage against fire and the other perils customarily covered by a so-called "all risk" policy. Landlord shall also carry general liability insurance in such amounts, coverage's and deductibles as is commercially reasonable.

ARTICLE XI

11.1 LANDLORD'S RIGHT OF ACCESS Landlord shall have the right to enter the Premises upon reasonable oral notice and at reasonable times (except in the case of emergency for which no notice shall be required) for the purposes of inspecting the Premises and making repairs to the same, and, upon reasonable notice, Landlord shall also have the right, upon reasonable oral notice, to make access available at all reasonable hours to prospective or existing mortgagees, purchasers or during the last nine (9) months of the lease to tenants of any part of the Property provided, however, that no such entry shall materially interfere with or materially obstruct the Lessee's use of the Premises or the conduct of its business from the Premises. Tenant shall not add, or change, any lock in or on the Premises, without Landlord's permission, and Landlord shall be furnished with a key to each lock for Premises access.

ARTICLE XII

12.1 ABATEMENT OF RENT If the Premises shall be damaged by fire or casualty, Base Rent and Escalation Charges payable by Tenant shall abate proportionately for the period in which, by reason of such damage, there is substantial interference with Tenant's use of, or access to, the Premises, having regard to the extent to which Tenant may be required to discontinue Tenant's use of, or access to, all or a portion of the Premises, but such abatement or reduction shall end if and when landlord shall have substantially restored the Premises to the condition in which they were prior to such damage. If the Premises shall be affected by any exercise of eminent domain, Base Rent and Escalation Charges payable by Tenant shall be justly and equitable abated and reduced according to the nature and extent of the loss of use thereof suffered by Tenant.

12.2 RIGHT TO TERMINATE If the Premises or the Building are substantially damaged by fire or other casualty to the extent that such Premises or Building cannot, in the ordinary course, reasonably be expected to be repaired within sixty (60) days from the time of such fire or casualty, or if any part of the Building is taken by the exercise of eminent domain, then Landlord shall have the right to terminate this Lease by giving written notice to Tenant within sixty (60) days following the occurrence of such fire or other casualty or the effective date of such taking, whereupon this Lease shall terminate thirty (30) days after the date of such notice.

In addition, if the Premises are substantially damaged by fire or casualty to the extent that such damage cannot, in the ordinary course, be substantially repaired within sixty (60) days from the time of the substantial damage, Tenant shall have the right to terminate Lease by giving written notice to Landlord within Ninety (90) days following the occurrence of such casualty, whereupon this Lease shall terminate thirty (30) days after the date of such notice.

12.3 RESTORATION If this lease is not terminated pursuant to Section 12.2 Landlord shall use reasonable diligence to restore the Premises to same condition as existed prior to any casualty or taking for Tenant's use, provided that Landlord's obligation shall be limited to the amount of insurance proceeds available therefore. If, for any reason, such restoration shall not be substantially completed within sixty (60) days subject to any extension for such periods of time as Landlord is prevented from completing such restoration due to any cause beyond Landlord's reasonable control after the expiration of the sixty (60) day period referred to in Section 12.2, Tenant shall have the right to terminate this Lease by giving written notice to Landlord within thirty (30) days after the termination of such period (as such as may have been extended above). Upon the giving of such notice, this Lease shall terminate on the thirtieth (30) day following Landlord's receipt of Tenant's notice without further liability or obligation on the part of either party unless, within such 30-day period, Landlord substantially completes such restoration. Such right of termination shall be Tenant's sole and exclusive remedy for Landlord's failure to complete restoration.

12.4 AWARD Landlord hereby reserves, and Tenant hereby grants and assigns to Landlord, all rights to recover or casualty damages to the Property and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of taking, damage or destruction, and by way of confirming the foregoing, Tenant hereby grants and assigns, and covenants with Landlord to grant and assign to Landlord, all rights to such damages or compensation. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's Removable Property installed in Premises by Tenant at Tenant's expense and for relocation expenses.

LANDLORD:

By: _____
John Smith, *Trustee* and not individually
Today's Date: _____

TENANT:
.

By: _____
_____, *Its President, duly authorized*
Today's Date: _____

