



## **WORK FROM HOME Non-Exempt Employees**

This section provides detailed information for all employees who are working for or on behalf of OnProcess Technology from their place of residence or a designated location other than Company facilities (hereafter called "remote location"). This section is in addition to current Company rules, policies and procedures and is not intended to supersede any policy or procedure described in the Employee Handbook. Working at home is considered a privilege. OnProcess Technology reserves the right to revoke this privilege or bring the employee back to the office to perform their work. Thus, only the OnProcess Technology employees who consistently meet the Eligibility Qualifications enunciated below may participate in the Work from Home Program.

### **Requirements**

1. All agent and non-exempt personnel are to be assigned a specific Center of Excellence location, i.e. Ashland, Belfast Sofia, etc.
2. All local individuals will work from their assigned Center of Excellence unless prior approval is granted by their immediate supervisor. Individuals hired specifically for remote positions will be exempted from this requirement.
3. For all long term work from home assignments, every individual must have a work from home assignment letter, drafted by Human Resources and the supervisor describing the terms relative to their work from home assignment.
4. The initial term for all work from home assignments is 180 days. At the conclusion of each 180 day term, a formal review of the circumstances surrounding the at home status will be done to determine if a continuance is warranted, including any future periodic review of status.
5. Employee shall not move any equipment provided by OnProcess Technology without the authorization of his/her supervisor.
6. The employee shall utilize all equipment and applications for business purposes only.
7. OnProcess reserves the right to audit the Employee's computer without prior notice.
8. Employee must meet the minimum Quality Monitoring score for the previous quarter.
- 9.
10. Employee must meet acceptable performance standards as set forth

by OnProcess Technology. OnProcess Technology reserves the right to set these standards on a program or individual basis.

11. All local employees (currently employed physically at a Center of Excellence) applying for home user status must be free of any OPT policy violations within the past 6 months as outlined in the Employee Handbook.
12. Employee is required to retain internet history as well as IM history if applicable.
13. Employee is required to furnish internet at a minimum speed of 25MPS (download) and 5 MPS (upload), to be used exclusively for the business purpose only. Internet connectivity must be specific for the remote user's home and not shared with other units in a multi-family complex. OnProcess Technology reserves the right to update these requirements with or without advance notice.

### **Work Space**

A designated work area must be established and maintained within the residence or other remote location. This designated work area must be conducive to Company business and must not be located in places such as the kitchen or other common areas. It is recommended that the workspace be near the home user's internet gateway as the equipment furnished by the company is not compatible with WIFI and will require an Ethernet connection. The work area must be safe, secure and quiet and well lit, and must be designed and used in a way that protects the Company's confidential information. Furthermore home users must consent to having their workspace monitored and potentially recorded during business hours and for business purposes.

Any Home User moving to another state must notify his/her manager of the relocation prior to the move. OnProcess Technology reserves the right to continue/end work from home privileges at the new Home User location. Failure to notify OnProcess Technology of the relocation will result in loss of Home User privileges.

OnProcess Technology reserves the right to terminate home user privileges for individuals or groups at its sole discretion, with or without advanced notice, which would require individuals or groups to resume their regularly scheduled shifts from their assigned center of excellence. Failure to report to the assigned center of excellence will be considered a voluntary resignation.

## **Worker's Compensation**

The Company's workers compensation insurance benefit remains in effect when an individual is working from a remote location. However, this benefit is only provided while the employee is doing their job during regular scheduled or overtime work hours and not when working on home duties, repairs, projects or anything unrelated to work for the Company. Also, this benefit only covers the area in the designated work space and does not cover space in any other area in the employee's home.

## **Rules of Work**

All current Company rules, such as recording time worked, permission for overtime, requests for time off and so on, apply to work in remote locations. Your manager will inform you if different recording procedures are required for your particular program or assignment. In addition, while working in a remote location you must take reasonable steps to protect the Company's confidential information by preventing others from hearing or seeing this information. For example, if you expect to be away from your computer for an extended period of time you must shut your computer off or render the information on the computer inaccessible to others during your absence.

## **Equipment**

You are not allowed to use your personal computer hardware or software for any reason or at any time. The Company will furnish all computer hardware and software and other equipment that you will need while working in a remote location. It is the responsibility of the employee to transport the equipment from the OPT or designated shipping facility to their home. This equipment is the responsibility of the home user to keep in excellent working condition as when you originally received it. Equipment will be inventoried by OnProcess and at the conclusion of the inventory the home user will be asked to sign the Home User Agreement. All home users acknowledge and understand that all computer hardware, software and other equipment supplied by the Company is and shall remain the property of OnProcess Technology at all times. The computer and other equipment shall only be used for Company work assignments, shall not be used for any other purposes and shall never be used by anyone else in the home or moved to other remote locations. You also acknowledge and understand that any information, including Company and customer data, contact information and the like, is and shall remain the sole and exclusive property of OnProcess Technology.

Local Home users are responsible to bring OPT issued equipment into the office, from time to time, for upgrades. Non-Local Home Users will be responsible for delivering their OPT issued equipment to a shipping facility to be returned to the OPT Center of Excellence for upgrades. Shipping costs

incurred will be the responsibility of OPT.

OnProcess Technology requires that all Home Users have an ISP provider prior to being allowed to work from home. The Home User is responsible for the cost of this connection and related costs to maintaining this service. OnProcess Technology will not pay for any internet upgrades under any circumstance. If Home User has been approved as having all the required technical requirements and there have been numerous technical issues regarding connectivity which cannot be resolved by the Company, OnProcess Technology reserves the right to revoke home user privileges.

If for any reason the company needs to replace or recover a part or whole of the company provided hardware (ex. to upgrade, troubleshoot, etc.) the home user is responsible to deliver the equipment to their assigned Center of Excellence or designated shipping center for packing and shipping to OnProcess Technology as directed.

If the employee experiences equipment failure that renders them unable to work or continue working their shift, OnProcess will pay the employee for the rest of their shift for that day. OnProcess will not pay the employee while the replacement equipment is in transit. Once the replacement has been received and the employee is ready to start the set-up then the employee can clock in

If it is deemed the fault of the employee is the reason the equipment will not operate, OnProcess will not pay for any downtime that is accrued while trying to replace the equipment

If an approved home user which has all technical requirements in place has ongoing technical connectivity issues which cannot be resolved by the company, OnProcess Technology reserves the right to revoke home user privileges. OnProcess may conduct tests and/or collect information about the quality and usage of the employee internet connection from time to time, with or without informing the home user. Should OnProcess determine that the employee's internet connection has insufficient bandwidth or stability, or that non work-related internet usage is preventing appropriate function, OnProcess reserves the right to require reasonable mitigation steps including but not limited to an upgrade in internet bandwidth or a dedicated internet line. These upgrades are to be done at the employee's expense and must be completed prior to the employee resuming their shift(s).

## **Work Schedule**

A Home User working from a remote location must adhere to their assigned daily work schedule. Working from a remote location does not afford an employee the opportunity and/or the right to create their own schedule regarding lunch breaks or any other time away from their daily assignment. Child care must be arranged throughout the employee's designated shift. At no time will an employee be allowed to personally care for a child while working at their remote location. Failure to comply with this policy will jeopardize an employee's ability to work remotely and will subject the employee to disciplinary action up to and including termination

All OnProcess Technology Home Users are eligible to request up to 8 hours a month of flex time. This flex time can be taken in increments or in one full 8 hour shift. Due to business requirements approval for such changes will be at the discretion of the supervisor. OnProcess Technology cannot guarantee schedule changes and reserves the right to deny such requests. Subject to prior management approval, all time must be rescheduled and made up within the same work week. An employee may not use flex time on the same day twice in a month, unless prior approval from management. Same-day flex requests are require additional approval.

Remote IT support is offered for all Home Users for addressing technical issues arising with the company provided hardware and software that precludes the Home User from performing their program responsibilities. It may be necessary for a Home User to provide assistance to IT personnel in order for them to support the user, including but not limited to coordinating with IT over phone and performing steps instructed by IT, providing remote access of the system to IT during regular business hours for system upgrades and troubleshooting.

Local Home Users are required to train in the office during normal business hours until program training is completed. Training can last up to 90 days. Once trained, local Home Users may be required to work their shifts from the OnProcess Technology site until management deems the local Home Users ready to work from home. Local Home Users may be required to come into and work from the office as program and training needs demand or management deems necessary. If you live (please see chart below) you will be required to come in as follows:

0 to 60 miles away: once every two weeks

61 to 120 miles away: once a month

Over 120 Miles away: once each quarter

A plane ride away meeting will take place via TrueConf

Travel time is on one's own expense the company does not reimburse for travel to and from the office.

If OnProcess Technology experiences system outages or equipment failures that are deemed out of the Home Users control and for which the Home User cannot fulfill work responsibilities and resolution cannot be found OnProcess Technology will pay Home Users for the remainder of that shift. If outage is due to Home Users system that is supported by OnProcess Technology then efforts will be made to resolve the problem. If issue cannot be resolved, via remote access, the Home User will be expected to bring the equipment into the office during regular business hours for repair. Once the equipment is returned to working order the Home User is expected to pick it up from the office, during regular business hours, and return it to its remote location.

If a Home User experiences an outage longer than (2) two hours to his/her own ISP provider. That prevents them from working they may be required to come in and work from the OnProcess office location until the issue has been resolved. If the Home User is not able to perform the program responsibilities due to this equipment system outage from their home, the Home User will not be paid for all of their scheduled shifts.

### **Benefits and Compensation**

All employee benefits such as vacation, sick and holiday time remain the same as if the Home User were working in a Company-operated facility. Compensation for working on observed Company holidays also remains the same as onsite compensation rates. Home Users will be held to OnProcess Technology quality and program production standards. If a Home User is deemed as having issues in either quality, production, or is found to be in violation of the rules and regulations set forth in the OnProcess Technology Handbook; they will be instructed to work from a company operated facility until such time that they meet expectations as determined by the Operations Manager.

### **Information Security**

Upon hire the Home User agreed to abide by the Company's confidentiality policies. These policies and the agreement to abide by them apply to all employees assigned to remote location. Specifically the Home User will keep all documents and other work related materials secure and in a locked location and will take all necessary steps to prevent others from accessing this information on the Company's computer and other equipment. Violating or threatening to violate this provision of the Company's rules and policies shall result in immediate termination.

## **Termination**

In addition to the other sections of this Employee Handbook concerning termination, each employee working for OnProcess Technology at a remote location understands and agrees that: upon termination of their employment he/she will immediately return all computer hardware, software, Company data, Company files, telecommunication and other office equipment supplied by the Company at OnProcess Technology's expense. The obligation to return the equipment, software and data upon termination is unconditional. The Home User is responsible to deliver the equipment to their assigned Center of Excellence or designated shipping center for packing and shipping to OnProcess Technology as directed.

If for any reason the employee decides to voluntarily end their employment with the company prior to completing 180 days of employment, it will be the employee's responsibility to bear reasonable costs of returning the equipment to the company. Equipment must be personally delivered to the OPT center of excellence, or packed by FedEx or UPS employees at an appropriate shipping center in appropriate packaging and shipped ground, insured, signature required. This voluntary status is inclusive of job abandonment and failure to adhere to the schedule as hired.



I have read and understand the OnProcess Technology Work from Home Policy found herein and acknowledge my obligation to adhere to its standards.

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Name (print)

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Date

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Signature



## CUMMINGS PROPERTIES, LLC

## LEASE AGREEMENT

Cummings Properties, LLC ("LESSOR") hereby leases to \_\_\_\_\_

("LESSEE"), the following premises: approximately \_\_\_\_\_ square feet (including \_\_\_\_\_ % common area) at \_\_\_\_\_  
 ("premises"), for an initial term of \_\_\_\_\_, commencing at noon on \_\_\_\_\_ (the "commencement date"),  
 and currently scheduled to terminate at noon on \_\_\_\_\_, unless sooner extended or terminated as herein provided. LESSOR and LESSEE  
 now covenant and agree that the following terms, conditions, covenants, and obligations ("terms") shall govern this Lease Agreement ("lease").

1. LESSEE shall pay LESSOR base rent of \_\_\_\_\_ U.S. dollars  
 per year, in monthly installments of \$ \_\_\_\_\_ on or before the first day of each calendar month, without offset or deduction.  
 One monthly rental payment plus an appropriate fraction of a monthly payment for any portion of a month at the commencement of the lease term shall be made upon  
 LESSEE's execution of this lease. All payments shall be made to LESSOR at 200 West Cummings Park, Woburn, MA 01801. If the "Cost of Living" has increased as shown  
 by the Consumer Price Index (Boston, Massachusetts, all items, all urban consumers), U.S. Bureau of Labor Statistics ("Index"), then base rent due during each calendar year  
 of this lease and any and all extensions and amendments thereof shall be adjusted in proportion to any increase in the Index. The base month from which to determine the  
 amount of each increase shall be January of the year in which this lease was fully executed, which figure shall be compared with the figure for November of that year, and each  
 November thereafter to determine the increase (if any) in base rent to be paid during the following calendar year. All such adjustments shall take place with the rent due each  
 January 1. If the Index is discontinued, LESSOR shall substitute a comparable index then in general use.

2. LESSEE shall pay to LESSOR upon LESSEE's execution of this lease a security deposit in the amount of \$ \_\_\_\_\_, which shall be  
 held as security for LESSEE's performance as herein provided and refunded to LESSEE without interest at the end of this lease, subject to LESSEE's satisfactory compliance  
 with the terms hereof. In the event of any default or breach of this lease by LESSEE, LESSOR may elect to apply the security deposit first to offset any outstanding invoice or  
 other payment due to LESSOR and then to rent. LESSEE may not apply the security deposit to any payment due under this lease. If all or any portion of the security deposit is  
 applied to cure a default or breach during the term of this lease, LESSEE shall fully restore said deposit forthwith.

3. LESSEE shall use the premises only for executive and administrative offices.

4. LESSEE shall pay as additional rent a proportionate share of any increase in the real estate taxes levied against the land and the building(s) of which the premises are a  
 part ("property"). The base from which to determine the amount of any increase in taxes shall be the rate and the assessment in effect as of June 30 of the fiscal year in which  
 this lease is fully executed, net of abatements, if any.

5. LESSOR shall pay all charges for utilities used on the premises, including gas, oil, water, sewer, and/or septic (but not telecommunications), and electricity used during  
 normal business hours for office lighting, building-standard heating and air-conditioning equipment, and typical small office machines such as personal computers, copiers, and  
 facsimile machines (only).

6. LESSEE shall be solely responsible as among LESSOR, LESSEE parties, and OWNER for death and personal injuries to all persons and/or property damage, including  
 damage by fire or other casualty, occurring in or on the premises (including the common areas) and arising out of the use, control, condition, or occupancy of the premises by  
 LESSEE parties, except for death, personal injuries, and/or property damage directly resulting from the negligence of LESSOR. LESSEE shall indemnify and hold LESSOR  
 and OWNER, as well as their respective successors and assigns, harmless from any and all liability, including but not limited to claims, expenses, damages, costs, judgments,  
 causes of action, proceedings, attorneys' fees, and/or liability caused by or in any way arising out of any of the aforesaid matters. The control of snow and ice on all roadways,  
 walkways, steps, and loading areas serving the premises and all other areas not readily accessible to plows shall be the sole responsibility of \*LESSEE. Notwithstanding the  
 preceding sentence, LESSEE shall hold LESSOR and OWNER harmless from all claims by LESSEE parties for personal injuries and/or property damage resulting in any way  
 from snow or ice on any area serving the premises.

\*LESSOR

7. The terms on the reverse side of this lease are incorporated herein by reference. LESSEE confirms it has read and understands the terms of this lease, and all parties  
 hereto agree to comply with same. LESSEE cannot assign or transfer this lease or sublease all or any portion of the premises without LESSOR's prior written consent.

8. This lease shall be automatically extended for additional successive periods each equal to the initial term unless LESSOR or LESSEE serves written notice, either party to  
 the other, of either party's option to terminate this section, whereupon it will be of no further force or effect. The time for serving such written notice shall be not more than 12  
 months or less than six months prior to the expiration of the then-current lease term. Time is of the essence.

9. LESSOR, at LESSOR's cost, shall modify the premises by replacing the existing carpet with LESSOR's standard  
 upgraded "Fortune" carpet and changing all primary lock cylinders on exterior entry doors within 10 days following full  
 execution of this lease and LESSOR's receipt of the first month's rent due for the month of November 2018 and the  
 security deposit provided for above. The parties acknowledge and agree that LESSOR has previously repaired and

repainted all drywall partitions and replaced glass and light bulbs as needed.

This lease shall not bind any party in any manner whatsoever until it has been executed by all parties. In witness whereof, LESSOR and LESSEE, intending to be legally bound, have caused this lease to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

LESSOR: **CUMMINGS PROPERTIES, LLC**

LESSEE: **PRODEN TECHNOLOGIES INCORPORATED**

By: \_\_\_\_\_

*Duly authorized*

By: \_\_\_\_\_

*Duly authorized*

Print name/title: \_\_\_\_\_

**GUARANTY.** In consideration of LESSOR making this lease with LESSEE, GUARANTOR hereby personally and unconditionally guarantees the prompt payment of rent by LESSEE and the performance by LESSEE of all financial and nonfinancial obligations arising out of (i) this lease (and all amendments, extensions, and/or assignments thereof), with respect to the premises herein and any new premises that may become subject to this lease, and (ii) LESSEE's use and/or occupancy of any premises managed by LESSOR. The undersigned promises to pay all expenses, including reasonable legal and administrative fees, incurred by LESSOR in enforcing this guaranty. LESSOR's consent to any assignments, subleases, amendments, and extensions by LESSEE or to any compromise or release of LESSEE's liability under this lease, with or without notice to the undersigned, or LESSOR's failure to notify the undersigned of any default and/or reinstatement of this lease, shall not relieve GUARANTOR from personal liability.

In witness whereof, the undersigned GUARANTOR, intending to be legally bound, has executed this guaranty this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Address: \_\_\_\_\_

*Signature*

REV. 12/2017(incl)

Print name: \_\_\_\_\_

**A. Maintenance; Alterations.** Except as otherwise provided below, LESSOR will, during LESSOR's normal business hours (only), maintain the structure, roof, landscaping, and building standard heating and cooling equipment, sprinklers, doors, plumbing, and electrical wiring at the premises, but specifically excluding damage caused by the careless, malicious, willful, or negligent acts of LESSEE or others, corrosion, and chemical or water damage from any source. LESSEE shall maintain at its expense all other aspects of the premises, including all alterations, additions, improvements and equipment, whether installed by LESSOR, LESSEE, or a prior occupant, that are "non-building standard" or associated with a particular aspect of LESSEE's use, in the same condition as they are when delivered to LESSEE and, whenever necessary, to replace light bulbs and glass, acknowledging that the premises are now in good order. LESSEE shall not cause the area surrounding the premises or any common area to be in anything other than a neat and clean condition, and shall appropriately dispose of all waste. LESSEE shall be solely responsible for all damage to any equipment serving the premises or the building which results from the storage, discharge, or use of any substance by LESSEE. LESSEE shall not permit the premises to be overloaded, damaged, stripped, or defaced, nor to suffer any waste, and will not bring or keep animals, except for service animals, therein. LESSEE shall protect flooring with chair pads under rolling chairs and maintain sufficient heat to prevent freezing of pipes or other damage. LESSEE shall not make any alterations, additions, or improvements of any kind to the premises without LESSOR's prior written consent. LESSOR shall have the right at any time to make additions to the building, to change the arrangement of parking areas, stairs, or walkways, or otherwise alter common areas or the building's exterior.

**B. Compliance with Laws and Rules.** LESSEE shall fully comply with all applicable laws, statutes, regulations, and ordinances arising out of LESSEE's use and occupancy of the premises and the operation of its business. LESSEE shall not do anything that may interfere with the use of the property by LESSOR or by others, cause any nuisance or annoyance, increase LESSOR's insurance premiums, or cause loss or damage to LESSOR or OWNER. LESSEE shall also conform to all rules and regulations now or hereafter made by LESSOR and will not permit any LESSEE party to violate any term of the lease.

**C. Access; Relocation.** LESSOR, its agents, or its designees may at any reasonable time enter to view the premises; to show the premises to others; to make repairs and alterations as LESSOR, its agents, or its designees should elect to do for the premises, the common areas, or any other portions of the building; and without creating any obligation or liability for LESSOR, but at LESSEE's expense, to make repairs which LESSEE is required but has failed to do. If LESSEE takes possession of the premises prior to the commencement date, LESSEE shall perform all terms of the lease from the date it takes possession. LESSOR may require LESSEE to relocate to a similar premises at any time during the lease term upon written notice to LESSEE and on terms comparable to those herein. LESSEE shall be liable to LESSOR for all loss, damages, and/or expenses incurred by LESSOR, including consequential damages, if LESSEE fails to relocate as required.

**D. Liability.** LESSOR shall not be liable for any loss as a result of LESSOR's failure for any reason to provide a service; or any special, incidental, indirect, or consequential damages, including, but not limited to, lost profits or loss of business, arising out of or in any manner relating to LESSOR's performance or nonperformance under the lease.

**E. Default; Remedies.** In the event that any assignment for the benefit of creditors, receivership, or other insolvency proceeding shall be made or instituted with respect to LESSEE or LESSEE's property, or LESSEE defaults in the observance or performance

of any term herein, and such default is not corrected within 10 days after written notice thereof, then LESSOR shall have the right thereafter, without demand or further notice, to declare the term of the lease ended, and/or to remove LESSEE's effects, without liability, including for trespass or conversion, and without prejudice to any other remedies. If LESSEE defaults in the payment of any rent, and such default continues for 10 days after written notice thereof, and, because both parties agree that nonpayment of said sums is a substantial breach of the lease, and, because the payment of rent in monthly installments is for the sole benefit and convenience of LESSEE, then, in addition to any other remedies, the net present value of the entire balance of rent due herein as of the date of LESSOR's notice, using the published prime rate then in effect, shall immediately become due and payable as liquidated damages, since both parties agree that such amount is a reasonable estimate of the actual damages likely to result from such breach. No actions taken by LESSOR under this paragraph shall terminate LESSEE's obligation to pay rent under the lease, as liquidated damages or otherwise. Payments received by LESSOR from or on behalf of LESSEE may at any time be applied by LESSOR in its sole discretion first to any unpaid invoice or other payment due to LESSOR, and then to unpaid rent. LESSEE shall pay a one-time late charge for each past-due payment equal to one percent of such overdue amount or \$50 (whichever is greater), and interest at the rate of 18 percent per annum on any past-due payment. LESSEE shall further pay a fee of \$50 for the return of any payment for insufficient funds.

**F. Occupancy.** If LESSEE occupies, controls, or encumbers any part of the premises after the termination of the lease without LESSOR's prior written permission, LESSEE shall be liable for all loss, damages, and/or expenses incurred by LESSOR, and all terms of the lease shall continue to apply, except that use and occupancy payments shall be due in full monthly installments at a rate equal to two times the monthly rent due under the lease immediately prior to termination, it being agreed that such extended occupancy is a tenancy at sufferance, solely for the benefit and convenience of LESSEE, and of greater rental value. LESSOR's acceptance of any payments shall not alter LESSEE's status as a tenant at sufferance.

**G. Notices.** All notices to LESSEE shall be given in writing and shall be deemed duly served when left at the premises, served by constable, sent by recognized courier service with a receipt therefor, or mailed by certified mail, return receipt requested, postage prepaid to LESSEE at the premises or such other address as LESSEE may designate in writing. All notices from LESSEE to LESSOR under the lease shall be given in writing and shall be deemed duly served only when served by constable or delivered to LESSOR by certified mail, return receipt requested, postage prepaid, or by recognized courier service with a receipt therefor, addressed to: Cummings Properties, LLC, 200 West Cummings Park, Woburn, MA 01801. No oral, facsimile, or electronic notice shall have any force or effect. Time is of the essence.

**H. Surrender.** Upon surrender of the premises, LESSEE shall have removed all of its goods and effects, and shall deliver to LESSOR exclusive and unencumbered possession of the premises and all keys and locks thereto, all equipment, all fixtures, all workstations, and all items of any type connected therewith. Prior to surrender, LESSEE shall, at LESSOR's option, remove or label for future use any and all telecommunications and data wiring and cabling installed and/or used by LESSEE. LESSEE shall deliver the premises broom clean, fully sanitized from all chemicals, contaminants, and other materials and in at least the same condition as they were at the commencement of the lease, reasonable wear and tear only excepted. LESSEE shall be deemed to be encumbering the premises until it delivers the premises to LESSOR as, when, and how required herein. All property that remains at the premises upon

termination of the lease shall be deemed abandoned and shall be disposed of as LESSOR sees fit, without notice to LESSEE, without LESSOR being liable for any loss or damage thereto, and at the sole risk of LESSEE. Notwithstanding the delivery of any keys to LESSOR, in no case shall the premises be deemed surrendered to LESSOR until the termination date provided herein or such other date as may be specified in a written agreement between the parties, and the premises are restored as provided herein. In no event shall LESSEE parties remove any leasehold improvement(s) from the premises without LESSOR's prior written approval. This paragraph shall survive termination of the lease.

**I. Brokers; Dumpster; Hazardous Material.** LESSEE warrants and represents that it has dealt with no broker, tenant representative, or other third party in connection with the lease, and agrees to indemnify LESSOR against all brokerage claims arising out of the lease and all amendments, extensions, and assignments thereof. LESSOR shall provide a dumpster on a no-charge basis for disposal of LESSEE's normal office trash. No oil, hazardous material, and/or waste shall be used, stored, released, disposed of, or allowed to remain at the premises at any time without LESSOR's prior written approval.

**J. Security Agreement.** LESSEE hereby grants LESSOR a continuing security interest in all existing and hereafter acquired property kept in any of LESSOR's buildings (excluding LESSEE's intellectual property, patents, and accounts receivable) to secure the performance of all of LESSEE's obligations under the lease and/or any subsequent lease between the parties. LESSEE authorizes LESSOR to file a financing agreement or statement and all necessary amendments in connection with this security interest. This paragraph shall survive termination of the lease.

**K. Parking.** LESSEE may during normal business hours (only), without additional charge, use parking spaces provided for the building in common with others. The number of spaces used by LESSEE parties, which shall be presumed to equal the number of persons present at the premises, shall not at any time exceed LESSEE's proportionate share of the total spaces for the building. LESSEE shall not obstruct any portion of the building or common areas. Unregistered or disabled vehicles or trailers may not be parked at any time. In addition, LESSOR may tow, at LESSEE's sole cost and expense, any misparked vehicles belonging to LESSEE parties.

**L. Miscellaneous.** The invalidity or unenforceability of any term of the lease shall not affect or render invalid or unenforceable any other term hereof. No consent or waiver, express or implied, by LESSOR to or of any breach of any obligation by LESSEE shall be construed as a consent or waiver to or of any other breach of the same or any other obligation. LESSEE shall neither erect nor put up any sign anywhere that is visible from outside the premises. Any action or proceeding arising out of the lease shall be brought by LESSEE within one year after the event giving rise to the claim has occurred. If LESSEE is more than one person, corporation, other legal entity, partnership, or some combination thereof, LESSEE's obligations are joint and several. The lease and these terms shall not be amended except by written agreement signed by both parties. LESSOR, LESSEE, OWNER, and GUARANTOR hereby waive any and all rights to a jury trial in any proceeding in any way arising out of the lease or the

guaranty. LESSEE shall not be entitled to exercise any option in this lease, or to receive LESSOR's consent as provided herein, if LESSEE is at that time in default of any term hereof. LESSEE shall pay all reasonable legal and administrative fees and expenses that LESSOR incurs in enforcing the terms of the lease. If the lease terminates pursuant to Paragraph E above, LESSEE acknowledges and agrees that the lease may, at LESSOR's election, be reinstated by LESSOR with or without notice to LESSEE, and LESSOR may require one or more conditions prior to reinstatement. LESSEE's covenants under the lease shall be independent of LESSOR's covenants, and LESSOR's failure to perform any of its covenants under the lease, including a covenant constituting a significant inducement to LESSEE to enter into the lease, shall not excuse the payment of rent or any other charges by LESSEE, or allow LESSEE to terminate the lease. The lease is made and delivered in the commonwealth of Massachusetts and shall be interpreted, construed, and enforced in accordance with the laws thereof and only in a court therein. LESSOR may record activities at the building with unmonitored cameras; however, LESSEE agrees that LESSOR is not in any way providing any security services for LESSEE parties, and LESSEE assumes all risks in that regard. LESSEE shall not cause or allow the utilities serving the premises to be terminated. All terms defined in the lease shall have the same meanings herein, and the lease contains all terms to which the parties have agreed. This lease is the result of negotiations between parties of equal bargaining strength, and when executed by both parties shall constitute the entire agreement between the parties, superseding all prior oral and written agreements, representations, and statements, and without any presumption of construction in favor of or against any party.

**M. Fire; Casualty; Eminent Domain, etc.** If a substantial portion of the premises or the property is substantially damaged by fire or other casualty or is taken by eminent domain, LESSOR may terminate the lease. Neither LESSOR nor OWNER shall be liable to anyone for, nor shall LESSEE's obligations be reduced because of, loss or damage caused in any way by any cause beyond LESSOR's immediate control or by any "force majeure" event including without limitation, weather conditions, acts of God, labor difficulties, the making of repairs or alterations, mechanical breakdowns, and trouble or scarcity in obtaining fuel, electricity, services, or supplies.

**N. Cummings Center, Beverly and 10 and 18 Commerce Way, Woburn (only).** Residential, school, child care, day care, and children's learning center uses (and associated outside recreational activities and/or associated playground) are only authorized in specific locations at Cummings Center and/or 10 and 18 Commerce Way. Notwithstanding the foregoing, the following activities and uses are otherwise prohibited: areas of the property); child care, day care, or public or private elementary or secondary schools; a public park, playground or playing field, or other activities involving more than casual contact with the ground; cultivation out-of-doors of fruits and vegetables destined for human consumption; and fishing or swimming in the ponds and other waterways on likely to involve extensive exposure to or contact with subsurface soils at the property. As to Cummings Center, the Notice of Activity and Use Limitation dated April 26, 1996 was recorded at the Essex (South) Registry of Deeds at Book 13533, Page 559, and amended on September 2, 1997 (Book 14299, Page 257), June 19, 2003 (Book 21871,

## **Mission Statement**

Our mission for the DoubleTree by Hilton Boston-Andover for 2019 is to relentlessly pursue the highest levels of employee and guest satisfaction while maximizing the return on the owner's investment.