

Executive Summary

Paragraph1

The completion of a \$10 million renovation and the conversion from a Crowne Plaza to a DoubleTree by Hilton on April 26, 2018 positioned the property to be the premier hotel in Southern New Hampshire. The combination of a renovated property along with the advantages of joining Hilton allowed the hotel to generate a much higher level of demand in the second half of 2018. The positive impact to revenues from the Hilton reservation system and Hilton Honors rewards program was noticeable immediately after conversion. Furthermore, the carefully designed sales and marketing plan along with a well-planned revenue management strategy will position the hotel to have a record-breaking year in 2019.

Paragraph2

The physical improvements to the property following the renovation were extraordinary and well received from those that were able to see the “before and after” as it truly transformed the hotel into a sleek and modern looking property. While the majority of the renovation was focused on the guestrooms, public area, and meeting space, there were significant improvements made to “back of the house” equipment that had been neglected by prior ownership. Some of these improvements included but were not limited to a new make-up air system, installation of a saline pool system, and replacement of non-operational kitchen equipment. The upgrades to the guestrooms were extraordinary as every room was essentially brought down to concrete and redesigned with new carpeting, wall covering, bedding, drapery, televisions, furniture, and soft seating. The renovation encompassed improvements to the entire hotel with the only exception being the restaurant, which is slated for early 2019. The estimated \$1 million re-concept of Speaker’s restaurant will represent the completion of a two-phase renovation project.

Paragraph3

As the financial commitment by previous owners had been long overdue, many accounts and group decision makers had shifted their loyalty to other hotels in the market. In an effort to regain confidence from these declining accounts and group decision makers, the sales team identified the need to plan an event to showcase the newly redesigned hotel. The grand re-opening event in early June was a huge success that quickly generated interest resulting in an influx of group and catering leads. The feedback from attendees, which included VIP clients, community leaders, and key account decision makers was overwhelmingly positive.

Paragraph4

Recognizing the importance of a strong online presence, an area the hotel previously lacked, an extensive photo-shoot was conducted in June. The photo-shoot generated 55 professional high quality images that were added to important online channels such as brand.com, social media sites, third party planner sites, and Online Travel Agency (OTA) sites. The photos along with more descriptive online content now provide a greater opportunity to elevate and expand the hotel’s visibility. This has influenced transient and group decision makers that were not previously aware

of the property's existence. In addition, the feedback provided by guests on Tripadvisor and other online sites dramatically improved following the renovation and conversion to DoubleTree. Specifically, this overwhelmingly positive feedback has helped elevate the recommend percentage since Linchris purchased the hotel from 80.8% to 84.4% through 2018, and improved two spots to a 3 of 13 ranking. With a goal of improving the Tripadvisor ranking to 2 of 13 hotels in 2019, the management team will be vigilant in encouraging guests to offer feedback on Tripadvisor.

Paragraph5

With a management approach grounded in 11 years of Linchris experience, the General Manager identified the need for some personnel changes to the management team. A combination of retaining talent from within the hotel and attracting new department heads from outside the organization helped to strengthen the management team in 2018. In addition to personnel changes for the executive chef and chief engineer positions, the most notable changes occurred in the sales department. Under the leadership of a newly hired Director of Sales and Marketing (DOSM) in January 2018, the team became more aggressive and proactive in their selling approach. The new DOSM, with a strong Hilton background and a proven ability to lead a team, was able to leverage the many Hilton tools available to better position the hotel and generate an influx of sales leads. With a sales team eager to learn fresh ideas and methods to attract new business, the sales department generated an increase of sales bookings for 2019 and beyond. The DOSM also hired a new catering sales manager and conference services manager to revamp the sales effort.

Paragraph6

The efforts of the sales team combined with a proactive revenue management program helped achieve a much stronger performance on the STAR report in 2018. There was steady RevPAR growth and increased RevPAR index within a few months following the conversion from Crowne Plaza to Doubletree. With a new competitive set established after the conversion, which removed the Holiday Inn Nashua and added the Residence Inn, the hotel maintained a 110.0% RevPAR index, with strong ADR growth of 18.1%. The goal for 2019 will be to exceed a 120% RevPAR index which will be accomplished through a combination of increased group, corporate preferred, and transient business through Hilton channels. One major piece of unexpected business developed late in the third quarter resulting from an emergency in northern Massachusetts, which involved over pressurized gas lines causing multiple explosions and simultaneous fires across a widespread area. The company responsible for the gas lines, Columbia Gas, reacted by dispatching hundreds of sub-contracted pipeline crews to the area to restore gas service to these communities. Additionally, displaced families were housed throughout many local hotels as far as 32 miles from the site of the emergency event. Because of the magnitude of the project and associated demand, the management team was able to secure a strong average rate from mid-September through mid-December. This account generated over 2,500 room nights and more than \$400,000 in room revenue, securing the property's overall revenue improvement over the previous year.

Paragraph7

Under the leadership of a newly hired Catering Sales Manager in late 2018, the focus will be on driving food & beverage revenue in the corporate market with existing groups as well as soliciting new corporate and social accounts. The group and catering sales team will continue to utilize the Knowland competitive reports, Hotelligence, and Cvent to prospect and drive group sales and catering business. One of the key initiatives in 2019 will be to target more multi-day programs such as continuing education, new hire trainings, and re-certification courses. There will be a focus on driving room rental through an aggressive pricing strategy, an approach that was quite successful in 2018 as well. Room rental fees will continue to be included in sales agreements for multiple breakout rooms, early room set ups, and vendor tables in 2019. The sales team will be flexible in the rate strategy as there is a wide range of clients with different budgets. With newly renovated meeting space, along with new linen-less banquet tables and chairs, there will be a heightened effort on targeted outside appointments and bringing clients in for site visits.

Paragraph8

As employee satisfaction is directly related to guest satisfaction, the management team will work to maintain an environment where employees are engaged and working towards common goals. The employees had the opportunity to share anonymous feedback about the hotel via the Pulse, an employee engagement survey, administered by Linchris annually for all hotels. Shortly after reviewing the Pulse feedback, the management team established and followed through on action steps to address areas of opportunity within the hotel. By demonstrating that employee feedback was being acted on, a much stronger team morale and culture was established, translating to impressive guest experience scores in 2018.

Paragraph9

The 2018 Doubletree by Hilton guest experience scores, commonly referred to by Hilton as SALT, contain crucial feedback from guests that are monitored closely by the management team. Despite some early feedback that were negatively impacted by some final renovation projects in the months following the conversion, once the renovation completed, the hotel had a resurgence of positive guest feedback that allowed the hotel to climb to the top echelon of Doubletree's in North America. The overwhelming sentiment from guest comments, particularly repeat guests, revealed that the transformation from a dated and tired Crowne Plaza to a modern and sleek Doubletree by Hilton was beyond impressive. Beginning in August, the first month following the completion of the renovation through the end of 2018, the hotel finished in the top 12% of DoubleTree hotels in all 5 key metric categories. The 5 categories include overall experience, overall service, overall accommodations, overall arrival, and property loyalty. The highest ranking score of these categories was for overall service with a ranking of 30 out of 372 hotels. With a strong focus on the service action steps, the goal for 2019 will be to finish with a top 20 ranking for overall service.

Paragraph10

With a focus on cost controls and the expectation of revenue growth grounded in the solid relationships with Southwest Airlines, UPS and many of the corporate accounts, there will be increased profitability in 2019. The hotel anticipates total revenues of \$9,522,064 with a gross

operating profit (GOP) of \$2,781,992 and a net operating profit (NOI) of \$1,362,712 in 2019. Compared to 2018, this represents a revenue increase of \$1,404,195 and an increase to GOP and NOI of \$827,338 and \$658,980 respectively.

Food and Beverage Overview

Introduction

The DoubleTree by Hilton Nashua provides full service food and beverage services to both the corporate and social markets. The hotel features three outlets including: Speaker's Corner Restaurant, Speaker's Bar and Lounge, and In-Room Dining Services. The hotel offers dining services from 6:30am until 12:30am daily. The DoubleTree by Hilton Nashua has 10,290 square feet of flexible meeting space. From corporate meetings to extravagant social events, the Grand Ballroom can accommodate up to 400 guests.

Conrad's Bar and Grill

Newly renovated Speaker's Corner Restaurant, with its refreshed and contemporary look, will help generate more business within the community as well as retain hotel guests to stay onsite during their travels. There will be seating for up to 100 in the dining room, 65 on the outdoor patio, and 66 at the bar and lounge. The restaurant features multiple televisions and a wide selection of beers on tap. Located off of the main lobby, the bar and lounge area invites guests to socialize in a relaxed setting, watch their favorite sports team, and enjoy live music. The re-conceptualized space creates a more inviting atmosphere, attracting new and old clients alike. From those traveling in to meet and greet upon arrival to local businessmen and women looking to decompress after a hard day's work, Speaker's Corner is the perfect spot. Speaker's Corner Restaurant is open weekdays from 6:30am to 12:30am and weekends from 7:00am to 12:30am.

Banquet Sales and Catering

The holiday seasons present a special opportunity for family, friends and travelers to experience memorable occasions in a fun, festive atmosphere. The hotel features a New Year's Eve celebration event with live music and a champagne toast to cap off the night. On New Year's Day, there is an enhanced breakfast buffet with carved ham and specialty French toast. The hotel hosts a buffet in the Grand Ballroom on Easter Sunday with an area for the children to visit and take photos with the Easter Bunny. Mother's Day features an enhanced breakfast buffet with two scheduled seating times to maximize the level of business and offer a consistent experience throughout the day. On Thanksgiving the hotel features a day time buffet with many traditional comfort food offerings.

Additional Field 1

The Group and Catering sales managers creatively sell over 10,000 square feet of versatile meeting space. From weddings to corporate events, the flexible meeting space is ideal for all types of business and desired setups. With a goal of 23 weddings in 2019, an increase of 5 over 2018, and an influx of corporate conventions, the sales team will leverage the newly renovated catering facilities and banquet equipment to secure higher revenue for each function. The 5,200 square foot Grand Ballroom can be divided into 6 sections, accommodating up to 400 reception style, and can include portable staging, bars, and dance floors. The Executive Boardroom, located next to the Grand Ballroom offers a newly resurfaced conference table with built in electrical outlets, 16 deluxe ergonomic chairs, and a 75 inch TV for a more seamless presentation.

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,