Claim #231 Date Filed: 9/21/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Case No. 26-bk-90440-CML
ASCEND ELEMENTS, INC., et. al.,	)	Chapter 11
	)	
Debtors.	)	Hon. Christopher M. Lopez
	)	

REQUEST FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM

ADG Flanders Road Westborough LLC ("Claimant" or "Landlord"), by and through its undersigned counsel, respectfully submits this Request for Allowance and Payment of Administrative Expense Claim (this "Request"). Claimant is the landlord under that certain Lease having an Effective Date of April 22, 2024 with Ascend Elements, Inc. ("Ascend" or the "Debtor"), covering approximately 17,072 rentable square feet located at 133 Flanders Road, Westborough, Massachusetts 01581 (the "Premises"). Following the Petition Date and before the effective date of rejection of the Lease, the Debtor remained in possession of and continued to use the Premises to store, preserve, market, sell and remove equipment, fixtures, inventory and other personal property. In connection with such activities, the Debtor failed to comply with its contractual obligations under the Lease concerning maintenance, repair, removal, restoration, environmental compliance and surrender of the Premises. As a direct result, Claimant has incurred or reasonably expects to incur not less than $1,154,298.95 in environmental investigation and remediation, equipment removal, decommissioning, restoration, repair and HVAC-related costs (the "Administrative Claim"). Claimant respectfully requests allowance and payment of the Administrative Claim pursuant to 11 U.S.C. §§ 365(d)(3), 503(b)(1)(A), and

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507(a)(2), together with such alternative relief as may be appropriate, and in support thereof states as follows:

INTRODUCTION

This Request arises from the Debtor's failure to perform material post-petition obligations under an unexpired nonresidential lease of real property during the period between the Petition Date and the Rejection Date. During that period, the Debtor remained in possession of and continued to use the Premises to store, preserve, market, sell and remove equipment, inventory and other personal property for the benefit of its bankruptcy estate. In connection with such activities, the Debtor failed to satisfy its obligations under the Lease concerning maintenance, repair, restoration, environmental compliance and surrender of the Premises. As a direct result of the Debtor's post-petition conduct and failure to perform its obligations under the Lease, Claimant has incurred or reasonably expects to incur not less than $1,154,298.95 in costs associated with environmental investigation and remediation, decommissioning work, removal of abandoned equipment and property, utility capping and make-safe work, restoration of the Premises, and HVAC-related costs. Such obligations arose during the post-petition, pre-rejection period and are entitled to administrative expense treatment pursuant to 11 U.S.C. §§ 365(d)(3), 503(b)(1)(A), and 507(a)(2). Accordingly, Claimant respectfully requests allowance and payment of its Administrative Claim in the amount of not less than $1,154,298.95, together with such other and further relief as this Court deems just and proper.

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.
2. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.
3. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

4. The statutory bases for the relief requested are sections 365(d)(3), 503(b)(1)(A), and 507(a)(2) of title 11 of the United States Code. Claimant seeks allowance and payment of its Administrative Claim primarily on account of the Debtor's failure to timely perform obligations arising under the Lease during the period commencing on the Petition Date and continuing through the effective date of rejection of the Lease, as required by 11 U.S.C. § 365(d)(3). In addition and alternatively, Claimant seeks allowance of the Administrative Claim pursuant to 11 U.S.C. § 503(b)(1)(A) because the Debtor's post-petition use and occupancy of the Premises, storage and preservation of estate assets at the Premises, and post-petition removal and disposition activities provided an actual and demonstrable benefit to the Debtor's estate and directly resulted in the costs and damages described herein.

II. FACTUAL BACKGROUND

5. On April 9, 2026, the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, commencing the above-captioned case (the "Petition Date").
6. The Debtor is operating its business and managing its assets as a debtor in possession pursuant to 11 U.S.C. §§ 1107 and 1108.
7. Claimant is a Massachusetts Limited Liability Company whose relationship to Debtor is that of a Landlord for the Debtor's leased premises located at 133 Flanders Road, Westborough, MA 01581 (the "Property").
8. Claimant and Debtor entered into the commercial lease agreement described above regarding the Property on April 22, 2024 (the "Lease Agreement"), attached hereto as **Exhibit A**.

9. Pursuant to Article 4 of the Lease, Debtor delivered to Claimant a Security/Restoration Deposit in the amount of $68,595.24 (the "Security Deposit"). Claimant continues to hold the Security Deposit. Claimant has not applied the Security Deposit to the damages described herein and has included the full amount of its Administrative Claim without reduction for the Security Deposit. Claimant reserves all rights with respect to the Security Deposit and will provide appropriate credit against any amounts ultimately allowed and recovered so as to avoid any duplication of recovery. Claimant will not apply or otherwise utilize the Security Deposit absent further order of the Court, written agreement of the Debtor, or other authority permitting such application.

10. On August 17, 2026, the Debtors filed their Fifth Notice of Rejection of Certain Executory Contracts and Unexpired Leases (and the Abandonment of Property) [Docket No. 654] (the “Rejection Notice”). Pursuant to the Rejection Notice, the Lease was specifically identified on Schedule 1 thereto and was rejected effective as of August 31, 2026 (the “Rejection Date”). Accordingly, from the Petition Date through the Rejection Date, the Lease remained an unexpired lease of nonresidential real property and the Debtor remained obligated pursuant to 11 U.S.C. § 365(d)(3) to timely perform all obligations arising under the Lease. The Administrative Claim arises from the Debtor's failure to perform post-petition obligations under the Lease that arose on or before the Rejection Date.

11. After the Debtor’s Petition Date, and prior to the Rejection Date, the Debtor:

    (a) remained in possession of and continued to use the Premises;

    (b) stored, preserved, marketed, sold and removed equipment, fixtures, inventory and other personal property at or from the Premises;

(c) failed to maintain, repair, restore and surrender the Premises in the condition required by the Lease;

(d) failed to remove equipment, Personal Property, Alterations, additions and improvements to the extent required by Section 7.8 of the Lease (See **Exhibit A** pg. 17-18);

(e) failed to repair damage resulting from its removal activities and to complete required utility disconnection, capping, floor-restoration and make-safe work (See **Exhibit A** pg. 17-18);

(f) failed to remove all Hazardous Materials and provide the documentation necessary to establish completion of required removal and decontamination activities; and

(g) left equipment, property and conditions at the Premises requiring Claimant to undertake investigation, removal, repair, remediation and restoration work.

As a direct result of the Debtor's post-petition conduct and failure to perform its obligations under the Lease, Claimant has incurred or reasonably expects to incur not less than $1,154,298.95 in costs necessary to investigate, remediate, remove, repair, restore and preserve the Premises, consisting of the following:

(a) hazardous-material investigation, remediation and environmental cleanup costs presently estimated at $322,711.64;

(b) restoration costs, including decommissioning work, removal of abandoned equipment, utility capping and make-safe work, and repairs required by the surrender provisions of the Lease, presently estimated at $785,915.31; and

(c) HVAC replacement and restoration costs presently estimated at $45,672.00.

These amounts are supported by the invoices, proposals, estimates, inspection findings and other materials attached as **Exhibit B**. Claimant reserves the right to supplement or amend the Administrative Claim as the work is completed, additional conditions are discovered and final invoices become available.

III. BASIS FOR ADMINISTRATIVE EXPENSE PRIORITY

12. Section 365(d)(3) of the Bankruptcy Code requires a debtor in possession to timely perform all obligations arising under an unexpired lease of nonresidential real property from and after the order for relief until such lease is assumed or rejected. The Lease remained in effect from the Petition Date through August 31, 2026, the effective Rejection Date specified in the Rejection Notice. During that period, the Debtor was required to comply with all obligations arising under the Lease, including, without limitation, its obligations concerning maintenance, repair, environmental compliance, surrender of the Premises, removal of Personal Property, trade equipment and required Alterations, repair of damage resulting from such removal, utility disconnection and capping, floor restoration, removal of Hazardous Materials, and preparation and delivery of documentation concerning removal and decontamination activities.

13. With respect to the HVAC component of the Administrative Claim, Section 7.3 of the Lease provides that Landlord is responsible for maintaining, repairing and replacing the Premises HVAC System, with the associated costs reimbursable by Tenant as Premises Costs. Claimant therefore seeks the $45,672.00 HVAC amount as a Premises Cost arising and payable under the Lease during the post-petition, pre-rejection period. Alternatively, Claimant reserves its right to seek allowance of such amount under any other applicable provision of the Bankruptcy Code or the Lease.

14. Section 7.8 of the Lease required the Debtor, upon surrender of the Premises, among other things, to yield the Premises clean and in good order, repair and condition; remove its trade equipment and Personal Property; remove Alterations, additions and improvements to the extent required under the Lease; repair roof and wall penetrations caused by its removal activities; safely cut and cap utilities; restore the floor as required by the Lease; remove all Hazardous Materials from the Premises; and provide a summary documenting the removal and decontamination activities performed. The costs comprising the Administrative Claim arise directly from the Debtor's failure to satisfy these post-petition contractual obligations on or before the Rejection Date.

15. The evidence demonstrates that following the Petition Date the Debtor continued to use the Premises for the storage, preservation, marketing, sale and removal of equipment, fixtures, inventory and other personal property owned by the Debtor and its estate. Such continued occupancy enabled the Debtor to maintain, protect and dispose of assets for the benefit of its bankruptcy estate while avoiding the immediate costs associated with relocating, storing or otherwise disposing of such assets elsewhere.

16. As a direct consequence of the Debtor's post-petition conduct and its failure to comply with its Lease obligations, Claimant has incurred or will incur costs associated with environmental investigation and remediation, removal of abandoned equipment and property, restoration of the Premises to the condition required under the Lease, repair of damage caused by the Debtor's removal activities, utility decommissioning and make-safe work, and HVAC replacement and restoration work. These costs are documented by the estimates, invoices, reports and supporting materials attached as **Exhibit B** and presently total not less than $1,154,298.95.

17. To qualify as an administrative expense under section 503(b)(1)(A), a claimant generally must establish that the claim arose from a post-petition transaction with the debtor in possession and that the transaction provided an actual and necessary benefit to the debtor's estate. Both requirements are satisfied here. Following the Petition Date and before the Rejection Date, the Debtor continued to possess and use the Premises to store, preserve, market, sell and remove equipment, fixtures, inventory and other personal property. Such continued use enabled the Debtor to protect and dispose of estate assets and avoid the immediate costs of relocating, storing or otherwise disposing of those assets elsewhere.

18. The costs comprising the Administrative Claim resulted directly from the Debtor's post-petition use of the Premises and its failure to perform its post-petition obligations under the Lease. Accordingly, the Administrative Claim constitutes an obligation arising under the Lease during the post-petition, pre-rejection period for purposes of section 365(d)(3) and, independently, an actual and necessary cost of preserving the Debtor's estate under section 503(b)(1)(A). The Administrative Claim is therefore entitled to priority under section 507(a)(2).

19. Secondary authorities suggest the Claimant's claim be classified as an Administrative Expense as well. "One of the most significant changes made by the 1984 Amendments, which favored nonresidential real property lessors, was the addition of Section 365(d)(3). Under this provision, a debtor that is a tenant under a nonresidential property lease generally must timely perform all of its obligations under the lease during the period from the commencement of the bankruptcy case until the lease is assumed or rejected." See G5 Business Law Monographs §10.09(3)(a) (2026). "A lessor is, therefore, entitled to an

administrative expense claim for the full amount of rent and all other charges due under the lease during the post-petition pre-rejection period. These other charges include all expenses incurred by the lessor to repair any damage to the premises caused by a debtor's failure to perform post-petition repair and maintenance obligations." Id.

20. Courts applying section 503(b)(1)(A) have recognized that administrative expense treatment is appropriate where the claimant demonstrates that the debtor's post-petition conduct conferred a benefit upon the bankruptcy estate. See In re Johnston, Inc., 164 B.R. 551, 553 (Bankr. E.D. Tex. 1994). Here, the Debtor's continued possession and use of the Premises during the period from the Petition Date through the Rejection Date enabled the preservation, storage, marketing, sale and removal of estate assets for the benefit of the Debtor's estate. The Administrative Claim arises directly from those post-petition activities and from the Debtor's failure to perform its corresponding obligations under the Lease.

21. In this case, the Debtor filed their bankruptcy petition on April 9, 2026. The Debtor then represented to Claimant in a letter dated August 25, 2026, that, "The Debtors remained committed to fulfilling their obligations under the [Lease Agreement] in an orderly and lawful manner." *See* page 12 of Debtor's August 25, 2026, letter to Claimant attached hereto as **Exhibit C**.

22. Both elements as required under Section 503(b)(1)(A) of the Bankruptcy Code are satisfied here. The Debtor's personal property and the sale of same as described above were held and commenced by the Debtor at the Claimant's Property after the Debtor's Petition Date but prior to the Debtor's date of rejection. The Debtor's post-petition pre-rejection conduct at the Property directly benefited the Debtor's Estate and its ongoing

operations by the Debtor preserving its equipment, fixtures, and personal property at the Property, and subsequently conducting a sale of that same equipment, fixtures and personal property, thereby generating revenue for the benefit of the Debtor's Estate. Further, Claimant should additional be found to qualify as a holder of an administrative expense claim under 11 U.S.C. §365(d)(3) since the Debtor did not perform its contractual obligations under the Lease Agreement prior to its rejection of same. Throughout this process, the Debtor caused damage to Claimant's Property in the amount categorized above. Moreover, such conduct by the Debtor is in direct violation of the Debtor's responsibilities under section 7.8 of the Lease Agreement and the Claimant's damages are the direct result of the Debtor's failure to perform its express and specific post-petition lease obligations required by the lease surrender clause.

23. Accordingly, Claimant's claim in the amount of $1,154,298.95 constitutes an allowed administrative expense entitled to priority payment under 11 U.S.C. §§ 503(b) and 507(a)(2).

24. Alternatively, to the extent the Court determines that any portion of the Administrative Claim is not entitled to administrative priority, Claimant requests that such portion be allowed in the highest priority and classification otherwise available under the Bankruptcy Code, including as a general unsecured claim arising from rejection of the Lease, without prejudice to Claimant's right to contend that any particular obligation or damage is not subject to section 502(b)(6) of the Bankruptcy Code.

IV. RELIEF REQUESTED

WHEREFORE, Claimant respectfully requests that this Court enter an order:

(a) allowing the Administrative Claim in an amount not less than $1,154,298.95 as an administrative expense of the Debtor's estate pursuant to 11 U.S.C. §§ 365(d)(3), 503(b)(1)(A), and 507(a)(2);

(b) directing payment of the allowed Administrative Claim in accordance with the Bankruptcy Code and any applicable orders of the Court;

(c) alternatively, allowing any portion of the Administrative Claim that is not accorded administrative priority in the highest priority and classification otherwise available under the Bankruptcy Code; and

(d) granting Claimant such other and further relief as the Court deems just and proper.

V. RESERVATION OF RIGHTS

Claimant reserves all rights to amend, supplement, or modify this Request, including the amount of the Administrative Claim, as additional information becomes available. Nothing in this Request shall constitute a waiver of any rights, claims, defenses, or remedies of Claimant, at law or in equity.

Respectfully submitted,
ADG FLANDERS ROAD WESTBOROUGH LLC,

By its attorneys,
Thomas H. Curran Associates, LLC

/s/ Thomas H. Curran

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Austin, TX 78726
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tcurran@thcalaw.com

Dated: September 21, 2026

CERTIFICATE OF SERVICE

I, Thomas H. Curran, hereby certify that on this 21st day of September 2026, a true and correct copy of the foregoing Request for Allowance and Payment of Administrative Expense Claim was served on all parties via the Court's CM/ECF system.

Dated: September 21, 2026

/s/ Thomas H. Curran
Thomas H. Curran

EXHIBIT A

FINAL EXECUTION 04.22.2024

LEASE BY AND BETWEEN

ADG FLANDERS ROAD WESTBOROUGH LLC, as Landlord

and

ASCEND ELEMENTS, INC., as Tenant

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LEASE

THIS LEASE (the "Lease") is dated as of the Effective Date (as hereinafter defined) and is entered into by and between Landlord and Tenant named below.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS AND EXHIBITS

1.1 Definitions. Whenever used herein, the following terms shall have the following meanings:

Effective Date:	The date when both Landlord and Tenant have executed this Lease which date is agreed to be April 22, 2024.
Term Commencement Date:	October 1, 2024
Landlord:	**ADG FLANDERS ROAD WESTBOROUGH LLC**, a Massachusetts limited liability company.
Address of Landlord:	23 Kenilworth Street Andover, Massachusetts 01810 Attention: Eli Levine
Tenant:	**ASCEND ELEMENTS, INC.,** a Delaware corporation
Address of Tenant:	133 Flanders Road Westborough, Massachusetts 01581
Broker:	N/A
Lease Term:	Sixty (60) months from the Term Commencement Date, unless the same is earlier terminated in accordance with the terms and conditions of this Lease.
Delivery Date:	October 1, 2024 (note: Tenant is already in possession of the Premises per the Existing Sublease).
Building:	The single story building containing approximately 37,360 rentable square feet ("RSF") located at 133 Flanders Road, Westborough, Massachusetts 01581.

Property: The Building and the Land on which it is located and which comprise the Flanders Research Park, together with any and all other structures and improvements located thereon (including, without limitation, driveways, parking areas, landscaping and the like), with the metes and bounds description of the Property attached hereto as Exhibit A.

Premises: Approximately 17,072 rentable square feet of space in the Building, as further depicted on the plan attached hereto as Exhibit B, which is attached hereto and incorporated herein by this reference.

Permitted Uses: Subject to and in accordance with all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities, fire insurance underwriters, and any similar bodies having jurisdiction thereof, and the terms hereinafter provided, the Premises are to be used solely for general office, warehouse, light manufacturing and assembly uses.

Existing Sublease: That certain Sublease dated June 11, 2021 by and between Electri-Coard Manufacturing, Co., as sublandlord, and Tenant, as subtenant (the "Existing Sublease"), under which terms Tenant subleases the Premises, which Existing Sublease is subject to that certain primary lease dated March 3, 2017 (the "Master Lease") by and between Landlord's predecessor-in-title, as landlord, and sublandlord, with respect to the Premises; each of the Existing Sublease and Master Lease expires on September 30, 2024.

Base Rent Commencement Date: October 1, 2024 (i.e. the Term Commencement Date).

Base Rent: Base Rent during the Lease Term shall be as follows:

Period	Annual Base Rent	Monthly Installment	$ PSF
10/1/2024 -9/30/2025	$264,616.00	$22,051.33	$15.50
10/1/2025 -9/30/2026	$272,554.48	$22,712.87	$15.97
10/1/2026 -9/30/2027	$280,731.11	$23,394.26	$16.44
10/1/2027 -9/30/2028	$289,153.05	$24,096.09	$16.94
10/1/2028 -9/30/2029	$297,827.64	$24,818.97	$17.45

Tenant's Proportionate Share: 45.70% as may be adjusted for future changes in the rentable square footage of the Premises or Building.

Operating Expenses: Collectively, the Impositions (as defined below) and the aggregate expenses incurred by Landlord in each calendar year in connection with the operation, maintenance and management of the Property, including, without limitation, the following: utilities supplied to the Property (to the extent the same are not being paid directly by Tenant

or other tenants of the Building); wages and "fringe" benefits for employees or contractors engaged on a full-time basis in connection with maintenance and repair of the Property, and payroll taxes, workmen's compensation insurance premiums and similar costs with respect thereto, and an appropriate portion of same with respect to employees or contractors on a part-time basis, including salaries for Landlord's managing agent's personnel working directly at the Property and solely for the Property (but excluding property and asset managers); all insurance obtained by Landlord relating to or otherwise in connection with its ownership or the operation, rental, or management of the Property, the foregoing to include without limitation any liability insurance and any insurance required by Landlord's mortgagee and currently carried by Landlord as of the date of this Lease; services obtained for the benefit of the Property (including, without limitation, window cleaning, rubbish removal, snow removal and grounds maintenance); repairs, repainting, maintenance, supplies and the like for the Property, and any capital replacements and/or improvements made by Landlord to the extent (i) necessary because of the failure of existing Building machinery or equipment for which a prudent owner of comparable properties, in accordance with reasonable and customary building management practices, would elect to replace such machinery or equipment instead of repair, or (ii) performed primarily to reduce current or future operating expenses costs, or otherwise improve the operating utility, efficiency or capacity of any Building system, in each case to be amortized on a straight-line basis over the useful life thereof together in accordance with generally accepted accounting principals ("GAAP") with interest on the unamortized balance thereof to the extent the funds are borrowed by Landlord to finance such capital repairs, replacements or improvements (or to the extent such sums are not borrowed by Landlord, a fixed interest rate of ten percent (10%) per annum); legal fees and expenses, excluding any legal fees incurred by Landlord in connection with Landlord's dealings with any specific tenant of the Building or the refinancing, lease or sale of the Building; and accounting fees and expenses (but not audit fees due to an issue raised by a tenant); and any other reasonable costs incurred by Landlord in undertaking its obligations under Section 5.2 of this Lease unless express excluded hereunder. The following items shall be excluded from "Operating Expenses": principal or interest payments on any mortgages or other financing arrangements; depreciation for the Property, except as specifically provided above; capital improvements and/or replacements except as provided herein, leasing and other brokerage commissions, leasing concessions, rental abatements, construction allowances, the costs of tenant improvements, attorneys' or accounting fees, costs incurred in connection with the sale, financing or refinancing of the Property or

costs in connection with building new improvements, costs and disbursements and other expenses incurred in connection with negotiations or disputes with tenants, other occupants, or prospective tenants or occupants (other than Tenant, any occupant of the Premises, or any subtenant or assignee of Tenant); renovating or otherwise improving, decorating, painting or redecorating space for tenants or other occupants of the Building which is not common area; Landlord's cost of electricity and other services which are separately metered or separately charged to tenants and for which Landlord is entitled to be reimbursed by tenants; expenses in connection with services or other benefits of a type that are not provided Tenant but that are provided to another tenant or occupant (other than an occupant of the Premises); damages, costs and penalties incurred due to a violation by Landlord or any tenant of the terms and conditions of any lease; penalties or damages Landlord pays to Tenant under this Lease or any other tenants in the Building under their respective leases; fines, interest and penalties incurred due to the late payment of Impositions or any Operating Expenses, organizational expenses association with the creation and operation of the Landlord entity and its affiliated entities; overhead and profit increment paid to subsidiaries or affiliates of Landlord for services, to the extent only that the costs of such services exceed competitive costs of such services were they not so rendered by a subsidiary or affiliate; Landlord's general overhead and administrative expenses (provided, however, that Tenant shall pay the Management Fee to Landlord in accordance with Section 3.2 hereof); and advertising and promotional expenditures; any bad debt loss, rent loss or reserves for bad debts or rent loss; any items for which Landlord is reimbursed by insurance, condemnation proceeds or otherwise compensated; costs of removal and/or abatement of hazardous or toxic substances, wastes or materials from the Property; costs of correcting defects in the design or construction of the Premises or Property; sums paid to subsidiaries or affiliates of Landlord for services provided at the Property to the extent such costs exceed competitive costs for services rendered by persons of similar skill, competence and experience, fines, penalties and interest resulting form the negligence or willful misconduct of Landlord an its agents, contractors or employees, charitable and political contributions, base rent and percentage rent paid under any ground lease affecting the Property, if applicable; all cost of purchasing or leasing art installations or other works or objects of art; expenses, expense for the replacement of an item covered under warranty; and fines or penalties incurred as a result of violation by Landlord of any applicable laws.

Notwithstanding anything to the contrary in this Lease, (A) any cost that is included in Operating Expenses but which is incurred by

Landlord with respect to (i) any Building system that exclusively services the Premises for the benefit of Tenant (including, without limitation, Premises HVAC System); (ii) any janitorial or cleaning services provided with respect to the Premises; or (iii) any other service provided exclusively to Tenant or the Premises (collectively, the "Premises Costs") shall be included in Operating Expenses as a separate line item Tenant shall be responsible for one hundred percent (100%) of such cost (instead of Tenant's Proportionate Share thereof); and (B) any cost that is included in Operating Expenses but which is incurred by Landlord with respect to (i) any Building system that exclusively services the premises of any other tenant of the Building; (ii) any janitorial or cleaning services provided with respect to the premises of any such other tenant; or (iii) any other service provided exclusively to such other tenant, shall not be included in Operating Expenses and shall not be charged to Tenant, either directly or indirectly.

Impositions: All taxes including real estate taxes (which term shall include payments in lieu of real estate taxes), assessments, levies, license and permit fees and other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which at any time during the Lease Term may be assessed, levied, confirmed, imposed upon, or may become due and payable out of or in respect of, or become a lien upon, the Property (including all improvements thereto), other than: (i) municipal, state and federal income taxes (if any) assessed against Landlord; or (ii) municipal, state or federal capital levy, gift, estate, succession, inheritance or transfer taxes of Landlord; or (iii) corporation excess profits or franchise taxes imposed upon any corporate owner of the Property; or (iv) any income, profits or revenue tax, assessment or charge imposed upon the Rent payable by Tenant under this Lease, provided, however, that if at any time during the Lease Term the methods of taxation prevailing at the commencement of the Lease Term shall be altered so that in lieu of or as a substitute for the whole or any part of the taxes, assessments, levies or charges now levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed and imposed a tax, assessment, levy, imposition or charge, wholly or partially as a capital levy or otherwise, on the rents received therefrom, or measured by or based in whole or in part upon the Property and imposed upon Landlord, then all such taxes, assessments, levies, impositions or charges or the part thereof so measured or based, shall be deemed to be included within the term "Impositions" for the purposes hereof. In addition to the foregoing, the term "Impositions" shall include any new tax of a nature not presently in effect, but which may be hereafter levied, assessed, or imposed upon the Property. Landlord shall elect to pay

all betterments and special assessments of real estate taxes over the longest period permitted under applicable law and Impositions shall include only those installments which become due during the Lease Term plus any interest payments due during the same period. Landlord represents to Tenant that the Property is bifurcated such that the Town of Westborough separately assesses for ad valorem tax purposes the Property as two (2) separate legal parcels. Therefore, the Impositions for purposes of the Lease are based solely on the tax parcel assessed including the Building and associated land parcel.

Lease Year: Each of the successive periods of twelve (12) calendar months beginning on the Term Commencement Date.

Landlord's Mortgagee: Any party holding a mortgage on the Property or any portion thereof, given as security for indebtedness owed by Landlord to the holder of the mortgage.

1.2 Effect of Reference to Definitions. Any reference in this Lease to any of the terms defined above shall be deemed, to the extent possible, to mean and include all aspects of the definition set forth above for such term.

1.3 Exhibits. The exhibits listed in this Section and attached to this Lease are incorporated by reference and are a part of this Lease.

Exhibit A: Legal description of the Property
Exhibit B: Plan of the Premises

ARTICLE 2
PREMISES, LEASE TERM AND COMMENCEMENT OF LEASE TERM

2.1 Premises; Parking. Landlord hereby LEASES to Tenant the Premises, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, together with all easements, rights or privileges necessary in connection with the use of the Premises for the Permitted Uses. Tenant shall have the use, in common with others entitled thereto, of the roadways, driveways, sidewalks and all other common areas serving the Premises as located on the Property, all subject to reasonable rules and regulations promulgated by Landlord from time to time. In addition, Tenant shall have the non-exclusive right, in common with others entitled thereto, to use surface parking areas on the Property in areas designated by Landlord from time-to-time at a ratio of three (3) vehicle spaces per each 1,000 rentable square feet of the Premises (i.e., non-reserved parking for fifty-three (53) motor vehicles based upon Tenant's occupancy of 17,702 rentable square feet; the foregoing referred to herein as "Tenant's Parking"). Tenant's Parking shall be non-transferable (directly or indirectly) to any other institutions, entities or individuals except to permitted assignees/sublessees under this Lease. Overnight parking at the Building or on the Property shall be strictly prohibited. Tenant's Parking shall be subject to the rights of other tenants at the Property and the reasonable rules and regulations promulgated by Landlord from time to time.

2.2 Lease Term. TO HAVE AND TO HOLD the Premises for the Lease Term commencing on the Term Commencement Date, subject to the terms, covenants, agreements and conditions contained in this Lease.

ARTICLE 3
BASE RENT AND ADDITIONAL RENT

3.1 Base Rent. Tenant covenants and agrees to pay, during the Lease Term, to Landlord, or to such other person as Landlord by written notice instructs Tenant to make such payments for Landlord's benefit and account, without demand (except as otherwise herein specifically provided), at the Address of Landlord set forth in Section 1.1 or at such other place as Landlord may by written notice to Tenant direct (including by available electronic fund transfer (EFT), the Base Rent in equal monthly installments, in advance. The Base Rent shall be paid on the first day of each full calendar month of the Lease Term during each Lease Year commencing with the Base Rent Commencement Date.

3.2 Additional Rent. (a) In addition to Base Rent, commencing on the Term Commencement Date and continuing on the first calendar day of each and every calendar month thereafter until the expiration of the Lease Term, Tenant also agrees and covenants to pay to Landlord, or to such other person as Landlord by written notice instructs Tenant to make such payments for Landlord's benefit and account, without demand (except as otherwise herein specifically provided), at the Address of Landlord set forth in Section 1.1 or at such other place as Landlord may by written notice to Tenant direct, (i) Tenant's Proportionate Share of the Operating Expenses (not including the Premises Costs); (ii) a market rate management fee based upon a percentage of all annual Rent due and payable under this Lease (not to exceed four percent (4%) of annual Rent)(the "Management Fee"); and (iii) one hundred percent (100%) of the Premises Costs. With respect to the period from the Term Commencement Date until the Base Rent Commencement Date, the Management Fee shall be

calculated on the basis of the average monthly Base Rent payable hereunder during the first twelve (12) months following the Base Rent Commencement Date. On or before the Term Commencement Date and thereafter within ninety (90) days following the end of each calendar year included in whole or in part in the Lease Term, Landlord shall deliver to Tenant Landlord's good faith estimate of the Operating Expenses and the Premises Costs for the current year of the Lease Term. Following receipt of Landlord's estimate, Tenant shall pay to Landlord on the first day of each calendar month thereafter, as Additional Rent, an amount equal to 1/12th of (i) Tenant's Proportionate Share of the Operating Expenses (not including Premises Costs) shown in Landlord's estimate; (ii) the Management Fee; and (iii) the Premises Costs; provided, however, that the first monthly installment of Tenant's Proportionate Share of Operating Expenses, the Premises Costs and the Management Fee shall be paid by Tenant to Landlord simultaneously with the execution of this Lease.

(b) Within one hundred twenty (120) days after the end of calendar year 2025 and each calendar year thereafter or portion thereof included in the Lease Term, Landlord shall deliver to Tenant a statement setting forth the actual Operating Expenses and Premises Costs for the immediately preceding calendar year. If the total estimated amount paid for Operating Expenses and Premises Costs by Tenant for such preceding calendar year or portion thereof during the Term exceeds the actual amount due therefor as shown on Landlord's statement, the excess shall be credited against the monthly installments of Rent next due (or promptly refunded to Tenant if the Lease Term has expired or is terminated). If the total estimated amount paid by Tenant for any preceding year or portion thereof during the Lease Term is less than the actual amount due therefor as shown on Landlord's statement, then Tenant shall pay the difference to Landlord within thirty (30) days after receipt of such statement from Landlord. Tenant's and Landlord's rights and obligations under this Section 3.2 with respect to the last calendar year, or portion thereof, included in the Lease Term shall survive the expiration or sooner termination of this Lease. For purposes of calculating Tenant's Proportionate Share of Operating Expenses, a year shall mean a calendar year except the first year, which shall begin on the Term Commencement Date, and the last year, which shall end on the expiration of this Lease.

(c) Provided that Tenant shall have first paid all amounts due and payable by Tenant pursuant to this Section 3.2, within ninety (90) days after receiving Landlord's statement of actual Operating Expenses and Premises Costs for a particular calendar year, Tenant shall have the right to provide Landlord with written notice (the "Review Notice") of its intent to review Landlord's books and records relating to the Operating Expenses and Premises Costs for such calendar year, and Tenant's timely payment of any amount due under subsection (b) shall not construed as a payment with Tenant's reservation of rights to review under this subsection (c) and shall, in all events, be subject to adjustment based on such review. Within a reasonable time after receipt of a timely Review Notice, Landlord shall make such books and records available to Tenant or Tenant's agent for its review at either Landlord's office or at the Property, provided that if Tenant retains an agent to review Landlord's books and records for any calendar year, such agent must be an employee of Tenant or a certified public accountant licensed to do business in the state in which the Property is located and must not be compensated on a contingent fee basis. Tenant shall be solely responsible for any and all costs, expenses and fees incurred by Tenant or Tenant's agent in connection with such review. If Tenant elects to review Landlord's books and records, within thirty (30) days after such books and records are made available to Tenant, Tenant shall have the right to give Landlord written notice stating in reasonable detail any objection to Landlord's statement of

actual Operating Expenses and Premises Costs for such calendar year. If Tenant fails to give Landlord written notice of objection within such thirty (30) day period or fails to provide Landlord with a Review Notice within the ninety (90) day period provided above, Tenant shall be deemed to have approved Landlord's statement of Operating Expenses and Premises Costs in all respects and shall thereafter be barred from raising any claims with respect thereto. Upon Landlord's receipt of a timely objection notice from Tenant, Landlord and Tenant shall work together in good faith to resolve the discrepancy between Landlord's statement and Tenant's review. If Landlord and Tenant determine that Operating Expenses and Premises Costs for the calendar year in question are less than reported, Landlord shall forthwith provide Tenant with a credit against future Additional Rent in the amount of any overpayment by Tenant. Likewise, if Landlord and Tenant determine that Operating Expenses and Premises Costs for the calendar year in question are greater than reported, Tenant shall pay to Landlord within thirty (30) days the amount of underpayment by Tenant. Any information obtained by Tenant pursuant to the provisions of this Section shall be treated as confidential. Tenant shall have the right to perform such review or audit of Landlord's books, records and documents as provided for herein not more than once during each calendar year.

3.3 Rent. References in this Lease to "Rent" or "rent" shall be deemed to include both Base Rent and Additional Rent when the context so allows. All monetary obligations of Tenant under this Lease, except for the obligation to pay Base Rent, shall be deemed obligations to pay Additional Rent, unless such presumption is repugnant to the context.

3.4 Landlord's Right to Seek Abatement. Landlord shall have the right to seek a reduction in the valuation of the Premises and/or Building assessed for tax purposes in order to reduce Impositions. To the extent any tax refund payable as a result of any proceeding which Landlord may institute, or payable by reason of compromise or settlement of any such proceeding, is based upon a payment made by Tenant, then Tenant shall be authorized to a proportionate share of the same, subject, however, to Tenant's obligation, if any sums are recovered, to reimburse Landlord forthwith for a proportionate share of any expense incurred by Landlord in connection therewith out of such sums paid to Tenant.

3.5 Lease to be Deemed Net. This Lease shall be deemed and construed to be a triple net lease, and Tenant shall accordingly pay to Landlord, on a net basis, Base Rent and Additional Rent, free of any off-sets or deductions of any kind but as subject in all cases to the provisions under this Lease with respect to any Landlord financial obligations not subject to reimbursement.

3.6 Independent Covenants. Each covenant, agreement, obligation and/or other provision in this Lease to be performed on Tenant's part shall be deemed and construed to be a separate and independent covenant of Tenant and not dependent on any other provision of this Lease. Tenant acknowledges and agrees that its covenant to pay Base Rent, Additional Rent and other sums payable under this Lease (except in instances of a Landlord default hereunder), and to observe, perform and comply with any other obligations of Tenant under this Lease, is independent of Landlord's obligations under this Lease, and that in the event that Tenant shall have a claim against Landlord, Tenant shall not have the right to deduct the amount allegedly owed to Tenant from any Base Rent, Additional Rent or other sums payable under this Lease, it being understood that Tenant's sole remedy for recovering upon such claim shall be to bring an independent legal action against Landlord.

3.7 Late Charge. Tenant agrees that if any monthly installment of Base Rent or Additional Rent or any other sum is not paid within five (5) days following its due date, a late charge shall be assessed against Tenant in an amount equal to ten percent (10%) of the unpaid monthly installment(s) of Base Rent and Additional Rent or other payment. The amount of the late charge to be paid by Tenant shall be reassessed and added to Tenant's obligation for each successive monthly period until paid. The provisions of this Section 3.7 shall in no way relieve Tenant of the obligation to pay the monthly installment(s) of Base Rent or Additional Rent or other payments on or before the date on which they are due, nor do the terms of this Section 3.7 in any way affect Landlord's remedies pursuant to Article 9 in the event said monthly installment(s) of Base Rent, Additional Rent or other payment is unpaid after date due.

ARTICLE 4
SECURITY/RESTORATION DEPOSIT

Tenant on the Effective Date shall pay Landlord a security deposit in the amount of Sixty Eight Thousand Five Hundred Ninety Five and 24/100 U.S. Dollars (the "Security Deposit"), which amounts is equivalent to three (3) months Base Rent for the first three (3) months of the first Lease Year. Landlord shall hold the same throughout the Lease Term as security for the performance by Tenant of all obligations on the part of Tenant hereunder (including, without limitation, Tenant's yield up provisions 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, or to cure, any default by Tenant of its obligations hereunder beyond the expiration of any applicable grace periods. If Landlord shall so apply any or all of such Security Deposit, Tenant shall immediately upon demand deposit with Landlord the amount so applied to be held as security hereunder. Landlord shall return the Security Deposit , or so much thereof as shall have theretofore not been applied in accordance with the terms of this Article 4, to Tenant on the expiration or earlier termination of the Lease Term and the surrender of possession of the Premises by Tenant to Landlord at such time, provided that there is then existing no default of Tenant (nor any circumstance which, with the passage of time or the giving of notice, or both, would constitute a default of Tenant). While Landlord holds such Security Deposit, Landlord shall have no obligation to pay interest on the same and shall have the right to commingle the same with Landlord's other funds. If Landlord conveys Landlord's interest under this Lease, the Security Deposit , or any part thereof not previously applied, shall be turned over by Landlord to Landlord's grantee, and, if so turned over, Tenant agrees to look solely to such grantee for proper application of the Security Deposit in accordance with the terms of this Article 4 and the return thereof in accordance herewith. Landlord's Mortgagee shall not be responsible to Tenant for the return or application of any such Security Deposit, whether or not it succeeds to the position of Landlord hereunder, unless such deposit shall have been received in hand by such Mortgagee.

ARTICLE 5
UTILITIES AND SERVICES

5.1 Utilities. On or before the Term Commencement Date, Tenant shall make arrangements with appropriate utility or service companies for its own service for any utilities and/or services which are to serve the Premises exclusively or directly and which can be billed to Tenant directly,

and Tenant shall promptly pay all costs with respect to same, such payments to be made, to the extent possible, directly to the utility or service provider or to the appropriate party charged with collecting the same, the foregoing to include all charges for such utilities or services. All costs for utilities serving the common areas of the Building shall be included in Operating Expenses, and Tenant shall be responsible for Tenant's Proportionate Share thereof. Landlord shall be under no obligation to furnish any utilities or other services to the Premises and shall not be liable for any interruption or failure in the supply of any such utilities or services to the Premises. Notwithstanding the foregoing, Tenant confirms and acknowledges that the Premises is not separately metered with respect to natural gas services but rather the Building is served by a single meter in the name of the Landlord. Therefore, Tenant shall pay to Landlord as Additional Rent its proportionate share of gas usage charges as reasonably determined by Landlord.

5.2 Landlord's Services. Landlord, during the Lease Term, shall provide the following services, to Tenant, the cost of which shall either be included in Operating Expenses (except as otherwise expressly provided herein) or charged directly to Tenant, in accordance with the terms hereof:

(i) the maintenance, repair and replacement (when necessary or appropriate) of the structural components of the Premises, including the structural walls, concrete floors and roof (but specifically excluding all glass, interior and exterior), the Building mechanical systems serving the Building common areas other the Premises (including, without limitation, the heating, air conditioning, electrical, plumbing, sanitary sewer, fire alarm and sprinkler systems), and all common areas serving the Building (including, without limitation, any stairways, elevators, common corridors, common rest rooms and Building lobbies); provided, however, that notwithstanding anything to the contrary contained herein, the cost of replacing (as opposed to maintaining and repairing, as necessary) the structural components of the Building (including the structural components of the roof) shall not be included in Operating Expenses or otherwise charged to Tenant and therefore shall be paid by Landlord. Landlord shall not be liable for damages caused by its failure to make any such repairs, provided that Landlord has used commercially reasonable efforts to have such repairs made after having been notified by Tenant of the need therefor;

(ii) the maintenance of the landscaping on the Property;

(iii) the maintenance, repair and replacement of the parking areas, common area lights, driveways, and walkways located on the Property (including, without limitation, the removal of snow and ice);

(iv) the maintenance of all insurance which Landlord is required to maintain on the Property pursuant to Article 6 below;

(v) the management of the Property; and

5.3 Tenant's Access and Security. Tenant shall have access to the Premises twenty-four hours a day, seven days a week. Tenant shall be solely responsible, at Tenant's sole cost and expense, for security for the Premises.

5.4 Interruption of Services. Notwithstanding anything contained in this Lease to the contrary, if (i) an interruption or curtailment, suspension or stoppage of an Essential Service (as said term is hereinafter defined) shall occur, except any of the same due to any act or neglect of Tenant or Tenant' s agents employees, contractors or invitees or any person claiming by, through or under Tenant (any such interruption of an Essential Service being hereinafter referred to as a "Service Interruption"), (ii) such Service Interruption occurs or continues as a result of the negligence or a wrongful conduct of the Landlord or Landlord's agents, servants, employees or contractors, (iii) such Service Interruption continues for more than five (5) consecutive business days (which shall ignore intervening weekends and holidays so that, by way of example, a Friday and a Monday shall be deemed to be consecutive) after Landlord shall have received notice thereof from Tenant, and (iv) as a result of such Service Interruption, the conduct of Tenant's normal operations in the Premises are materially and adversely affected, then there shall be an abatement of one day's Base Rent and Additional Rent for each day during which such Service Interruption continues after such five (5) consecutive business day period; provided, however, that if any part of the Premises is reasonably useable for Tenant's normal business operations or if Tenant conducts all or any part of its operations in any portion of the Premises notwithstanding such Service Interruption, then the amount of each daily abatement of Base Rent and Additional Rent shall only be proportionate to the nature and extent of the interruption of Tenant's normal operations or ability to use the Premises. The rights granted to Tenant under this paragraph shall be Tenant's sole and exclusive remedy resulting from a failure of Landlord to provide services, and Landlord shall not otherwise be liable for any loss or damage suffered or sustained by Tenant resulting from any failure or cessation of services. For purposes hereof, the term "Essential Services" shall mean the following services: access to the Premises, water and sewer/septic service, electricity and HVAC, but only to the extent that Landlord has an obligation to provide same to Tenant under this Lease. Any abatement of Base Rent under this paragraph shall apply only with respect to Base Rent allocable to the period after each of the conditions set forth in subsections (i) through (iv) hereof shall have been satisfied and only during such times as each of such conditions shall exist.

ARTICLE 6
INSURANCE

6.1 Required Coverage. Tenant covenants and agrees with Landlord that during the Lease Term the following insurance shall be obtained by Tenant and carried at Tenant's sole expense:

(a) Commercial General Liability insurance with limits of at least $1,000,000 per occurrence, $1,000,000 personal and advertising injury, $2,000,000 general aggregate, and $2,000,000 products completed operations aggregate, covering bodily injury and property damage arising out of the use of the Premises;

(b) Worker's Compensation as required by the state in which the Premises is located and Employer's Liability insurance with limits of not less than $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit;

(c) Business Automobile Liability insurance for all owned, hired, and non-owned vehicles used by the Tenant, its employees or agents and kept at the Property. Such policy shall

include a combined single limit of liability of at least $1,000,000 per claim for bodily injury and property damage;

(d) Excess or Umbrella Liability insurance with a limit of at least $5,000,000 providing additional limits of insurance over the primary per occurrence and aggregate limits of the Commercial General Liability, Employers Liability, and Business Auto Liability insurance required in (a), (b), and (c) above; and

(e) Property insurance covering "all risk" of physical damage to Tenant's personal property and any property in the care, custody, and control of the Tenant. In addition this policy shall cover any direct or indirect physical damage to all alterations, additions, improvements (including carpeting, floor coverings, paneling, decorations, fixtures and any improvements or betterments to the Premises made by Tenant or by Landlord at Tenant's request or for Tenant's benefit) situated in or about the Premises. Such coverage shall be for the full replacement value of the covered property;

(f) Tenant's Commercial General Liability, Automobile Liability, and Excess Liability/Umbrella Liability policies shall include the following parties (collectively, the "Additional Insureds") as additional insureds, on a primary and noncontributing basis: Landlord; Landlord's property manager and mortgage lenders; and any other party who is a successor in interest to Landlord may from time to time designate to be included as additional insureds (e.g., by requiring that they be listed on certificates of insurance);

(g) Tenant shall provide Landlord with certificates of insurance on ACORD forms reasonably acceptable to Landlord that evidence the insurance required herein, and, if requested, the required additional insured endorsement for Tenant's commercial general liability policy, at the following times: (i) within ten business days of the delivery of an executed counterpart of this Lease (so long as Landlord has an existing certificate of insurance pursuant to (and in compliance with) the terms of the Existing Sublease), (ii) upon renewal or replacement of each required policy of insurance, and (iii) from time to time upon Landlord's reasonable request, but not more than once in each calendar year. Tenant shall notify Landlord in writing at least ten (10) days in advance if Tenant receives a notice that its insurance company intends to cancel or non-renew such insurance for reason of nonpayment unless Tenant promptly pays the same, and at least thirty (30) days in advance if Tenant intends to or receives a notice that its insurance company intends to cancel or non-renew such insurance for any other reason, or if the required coverage or limits are to be materially changed from the initial requirements in this Lease. In the event that Tenant fails to obtain or maintain the insurance required above or fails to provide the Certificates of Insurance required and such failure continues for more than ten business days after notice to Tenant, Landlord may, at its option, obtain such insurance on behalf of Tenant. Tenant shall pay, as Additional Rent upon demand, the reasonable cost of such insurance plus a ten percent (10%) surcharge. Landlord's failure to obtain such coverage on behalf of Tenant shall not limit Tenant's liability in the event of an uncovered loss, and Landlord's failure to require Tenant to provide evidence of required insurance, or Landlord's acceptance of evidence that indicates insurance that fails to satisfy the requirements of this Lease, will not constitute a waiver of these requirements.

6.2 Writing and Disposition of Insurance Policies. All insurance required under Section 6.1 above shall be written with insurers having at least an A- (excellent) rating by A.M. Best qualified to do business in the Commonwealth of Massachusetts utilizing forms customarily in use from time to time in the market area of the Property. Tenant shall furnish Landlord with certificates of said policies, and said policies, if appropriate, shall (i) name Landlord and Landlord's Mortgagee as named insureds, as their respective interests may appear, and (ii) provide that the insurer shall endeavor to provided no less than thirty (30) days' prior written notice to Landlord, Landlord's Mortgagee and Tenant before the termination or cancellation of the coverage thereunder.

6.3 Mutual Waiver of Subrogation. Landlord and Tenant agree that all policies of insurance to be kept and maintained in force by the respective parties hereto, shall, unless prohibited by law or other regulation having the effect of law, contain provisions (through a clause or endorsement) in which the rights of subrogation against Landlord and Tenant are waived by the insurance company or carriers insuring the Premises or Property, or other property in question. Landlord expressly waives any right of recovery against Tenant for damage to or loss of the Premises, the Property, including the Common Areas, or the improvements thereon, which loss or damage may arise by fire, or any other peril covered by any policy of insurance required to be maintained by Landlord pursuant to this Lease, and Landlord shall make no claim for recovery against Tenant therefor. Tenant expressly waives any right of recovery against Landlord for damage to or loss of its fixtures, improvements, or other property located in the Premises, which damage or loss may arise by fire or any other peril covered by any policy of insurance maintained or required to be maintained by Tenant pursuant to this Lease which contains or is required to contain a waiver of subrogation right against Landlord as set forth in this Section, and Tenant shall make no claim for recovery against Landlord therefor.

6.4 Blanket Policies. Nothing contained herein shall prevent Tenant from taking out insurance of the kind and in the amounts provided for herein under a blanket insurance policy or policies covering properties other than the Premises, provided however, that any such policy or policies of blanket insurance (a) shall specify therein, or Tenant shall furnish Landlord with the written statement from the insurers under such policy or policies specifying the amount of the total insurance allocated to the Premises, which amounts shall not be less than the amounts required herein, and (b) amounts so specified shall be sufficient to prevent any of the insureds from being a co-insurer within the terms of the applicable policy or policies, and provided further, however, that any such policy or policies of blanket insurance shall, as to the Premises, otherwise comply as to endorsements and coverage with the provisions herein.

6.5 Landlord's Insurance Covenant. Landlord covenants and agrees that, during the Lease Term, it shall obtain (i) all risk insurance against damage by fire or other casualty in an amount at least equal to the replacement cost of the Building, as determined from time to time by Landlord or (at Landlord's election or upon Tenant's request) by appraisal made at the expense of Tenant by an accredited insurance appraiser approved by Landlord; and (ii) comprehensive public liability insurance. Tenant's Proportionate Share of the cost of such insurance shall be paid by Tenant as an Operating Expense in accordance with Section 3.2 hereof.

ARTICLE 7
TENANT'S ADDITIONAL COVENANTS

Tenant covenants and agrees during the Lease Term and such further time as Tenant occupies the Premises or any part thereof:

7.1 Performing Obligations. To perform fully, faithfully and punctually all of the obligations of Tenant set forth in this Lease; and to pay when due Rent and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant.

7.2 Use. To use the Premises only for the Permitted Uses, and for no other purposes.

7.3 Maintenance and Repair. At Tenant's expense, and except for reasonable wear and tear and damage from fire or other casualty, to keep the Premises, including, without limitation, all interior and exterior glass, all utilities, pipes, conduits, drains, loading docks and mechanical systems located therein or exclusively serving the Premises, as further provided below, and other installations used in connection with the Premises, clean, neat and in good order, repair and condition, and to arrange for, or enter into contracts regarding the provision of such services as are necessary to do so including, without limitation, the removal of rubbish, replacement of all light bulbs and ballasts as necessary, providing for all janitorial services within the Premises, and to keep the Premises and such installations in as good condition, order and repair as the same are at the Term Commencement Date or such better conditions as they thereafter may be put, reasonable wear and use and damage by fire or other casualty or eminent domain only excepted, it being understood that the foregoing exception for reasonable wear and use shall not relieve Tenant from the obligation to keep the Premises and such installation in good order, repair and condition including, without limitation, all necessary and ordinary non-structural repairs, replacements and the like. Tenant also agrees to abide by reasonable rules and regulations that may be adopted by Landlord from time to time as long as the same are uniformly enforced against and apply to all tenants in the Building.

With respect to any plumbing, hot water system, electrical, lighting, mechanical or life safety systems serving exclusively the Premises, Landlord shall deliver same in its current condition as of the Term Commencement Date taking into account Tenant is presently (and will be as of the Term Commencement Date) in possession of the Premises; provided, however, should any of these items during the Lease Term require repairs or replacements, Tenant shall be solely obligated to undertake such repairs and/or replacements and pay for the costs of same other than in the case whereby such repairs or replacements directly and solely result from the gross negligence or willful misconduct of Landlord or its agents, servants, employees or contractors.

With respect to the heating, ventilating and air conditioning system serving the Premises (the "Premises HVAC System") (including any component of any such Premises system located outside the Premises but exclusively serving the Premises such as HVAC rooftop units and ductworks and related components), Landlord during the Lease Term shall be solely responsible for the maintenance, repair and/or replacement any component thereof with all associated costs attributable thereto reimbursable to Landlord as a Premises Costs. Consistent with the foregoing, Landlord shall provide bi-annual maintenance of the Premises HVAC System to be completed by a duly qualified HVAC contractor.

7.4 Compliance with Laws. At Tenant's sole cost and expense, Tenant shall comply promptly with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officials, foreseen and unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises or to Tenant's use, occupancy or presence in or at the Premises or the Property, including the Americans with Disabilities Act ("ADA") and all laws with respect to the handling, storage and disposal of hazardous materials (the "Legal Requirements"), except that Tenant may defer compliance so long as the validity of any such Legal Requirement shall be contested by Tenant in good faith and by appropriate legal proceedings, and:

(a) If by the terms of such Legal Requirement, compliance therewith pending the prosecution of any such proceeding may legally be delayed without the incurrence of any lien, charge or liability of any kind against the Premises or the Property or any portion thereof and without subjecting Tenant or Landlord to any liability, civil or criminal, for failure so to comply therewith, Tenant may delay compliance therewith until the final determination of such proceeding, or

(b) If any lien, charge or civil liability would be incurred by reason of any such delay, Tenant nevertheless may contest as aforesaid and delay as aforesaid, provided that such delay would not subject Landlord to criminal liability or fine, and Tenant (i) furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of such contest or delay, and (ii) prosecutes the contest with due diligence; and

(c) Such delay in compliance will not constitute a default by Landlord under any lease, mortgage or other agreement, will not affect the use of all or any portion of the Property by Landlord or any tenant of the Building, and will not affect the sale, leasing, or refinancing of all or any portion of the Property.

Notwithstanding the foregoing, Tenant shall not be responsible for compliance with any Legal Requirement (including the ADA) requiring structural repairs, repairs to improvements located outside of and not exclusively serving the Premises, or the installation of new building equipment, unless the need for such compliance arises from any work or alterations performed for or on behalf of Tenant, Tenant's particular manner of use of the Premises, or Tenant's negligence.

7.5 Indemnity. Tenant shall save Landlord harmless and indemnified from, and defend Landlord and its directors, officers, agents, servants and employees from and against any and all liability, claims, suits, demands, judgments, costs, damages, fines, interest and expenses (including reasonable attorneys' fees) against, all injury, loss, claims or damage (including reasonable attorneys' fees) to any person or property occasioned by any act, omission, neglect or default of Tenant or Tenant's agents, servants, employees, contractors, guests, invitees or licensees to any person or property while on the Premises except to the extent caused from any breach of this Lease by Landlord or any omission, fault, negligence or other misconduct of Landlord, or its agents, servants, employees, or contractors. In the event any action or proceeding is brought against Landlord, its directors, officers, agents or employees by reason of any such claim, Tenant, upon notice, shall resist and defend such action or proceeding by counsel

reasonably satisfactory to Landlord. This indemnity shall survive the expiration or earlier termination of the Lease Term.

Landlord shall defend, indemnify and hold Tenant and its directors, officers, agents, servants and employees harmless from and against any and all liability, claims, suits, demands, judgments, costs, damages, fines, interest and expenses (including reasonable attorneys' fees) from and against claims by third parties for any loss or damage to property or person to the extent caused by any omission, fault, negligence or other misconduct of Landlord, its agents and employees, except to the extent the same was caused by any act or omission of Tenant or any agent, servant, employee, contractor, guest, invitee or licensee of Tenant. In the event any action or proceeding is brought against Tenant, its directors, officers, agents or employees by reason of any such claim, Landlord, upon notice, shall resist and defend such action or proceeding by counsel reasonably satisfactory to Tenant. This indemnity shall survive the expiration or earlier termination of the Lease Term.

NOTWITHSTANDING THE FOREGOING, OTHER THAN AS MAY BE EXPRESSLY SET FORTH UNDER THIS LEASE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7.6 Personal Property at Tenant's Risk. That all personal property, equipment, inventory and the like from time to time upon the Premises shall be at the sole risk of Tenant; and that Landlord shall not be liable for any damage which may be caused to such property or the Premises or to any person for any reason including, without limitation, the bursting or leaking of or condensation from any plumbing, cooling or heating pipe or fixture.

7.7 Payment of Cost of Enforcement. To pay on demand Landlord's expenses, including reasonable attorneys' fees, incurred in enforcing any obligation of Tenant under this Lease or in curing any default by Tenant under this Lease, provided that Landlord is successful in enforcing such obligation or has a right under this Lease to cure such default and further provided that Landlord shall only exercise such rights after Seller has failed to do so after all notice and cure periods.

7.8 Yield Up. At the termination of the Lease Term, Tenant shall peaceably yield up the Premises clean and in good order, repair and condition, and in conformance with all Legal Requirements (for which Tenant is responsible hereunder), reasonable wear and tear and damage by fire or casualty or taking excepted, and shall deliver to Landlord all keys to the Premises or any part thereof. The required condition for Tenant to leave the Premises at the expiration of the Lease Term shall be as follows. Tenant shall remove any and all trade equipment (including but not limited to manufacturing and processing equipment), trade fixtures, temporary partitions, shelves, bins, furniture, telecommunications equipment (including all data lines), inventory and

business equipment (the "Personal Property"). Other than as may be excluded under this Section 7.8, Tenant shall also remove all Alterations, additions, or improvements in, on or to the Premises made by Tenant during the period Tenant has been in possession of the Premises. Tenant shall repair any roof and wall penetrations caused by Tenant's removal. Notwithstanding the foregoing, Landlord, at its sole written election to be delivered not less than ninety (90) days prior to the Lease termination date or earlier expiration of the Lease, may require that Tenant not remove any portion of any Alterations, additions, or improvements (which otherwise shall be removed by Tenant under the Lease). If Landlord makes this written election, Tenant shall not be obligated to remove any such Alterations, additions, or improvements identified by Landlord, and if not so removed, title thereto shall vest with Landlord upon the expiration or sooner termination of the Lease Term, and become a part of the realty and belong to Landlord without compensation to Tenant, at which time title shall pass to Landlord under this Lease as if by a bill of sale. All Utilities (electric, airlines, piping, plumbing etc.) shall be cut and safely capped at the roof or drop ceiling. The Premises floor shall be restored to original condition with all berms removed and cracks sealed. The epoxy coating on the flooring shall remain. Tenant shall cause to be removed from the Premises all Hazardous Materials (as defined in Article 19) within the Premises in compliance with applicable law and shall provide to Landlord a summary of the removal activities documenting the activities performed including any Premises decontamination procedures to be conducted by duly qualified professionals, as such may be required by applicable law. In the event Tenant fails to comply with the foregoing yield up requirements, Landlord may do so and collect from Tenant the reasonable and actual cost of such removal and repair in accordance with this Section 7.8 hereof.

7.9 Rights of Mortgagees.

(i) This Lease shall be automatically subordinate to any mortgage, deed of trust or ground lease or similar encumbrance (collectively, a "Mortgage") from time to time encumbering the Premises, whether executed and delivered prior to or subsequent to the date of this Lease, unless Landlord's Mortgagee shall elect otherwise, provided that in all such events the Landlord's Mortgagee shall not disturb Tenant's tenancy under this Lease to be set forth in an SNDA (as hereinafter defined). If this Lease is subordinate to any Mortgage and Landlord's Mortgagee or any other party shall succeed to the interest of Landlord pursuant to the Mortgage (such Mortgagee or other party, a "Successor"), such Successor shall have no right to disturb Tenant's tenancy under this Lease, and at the election of the Successor, subject to receipt of non-disturbance language in favor of Tenant, Tenant shall attorn to the Successor and this Lease shall continue in full force and effect between the Successor and Tenant. Not more than fifteen (15) days after written request by Landlord or any Landlord's Mortgagee or Successor, Tenant agrees to execute such written instruments of subordination, non-disturbance or attornment (an "SNDA") in confirmation of the foregoing agreement as any Landlord's Mortgagee or Successor may reasonably require, on the Landlord's Mortgagee's or Successor's then-current SNDA form. Notwithstanding the foregoing, if this Lease is subordinate to a Mortgage as aforesaid, then Landlord shall obtain the written agreement of Landlord's Mortgagee on Landlord's Mortgagee's then-current form SNDA, subject to such reasonable qualifications as such Mortgagee may impose that, in the event that Landlord's Mortgagee, any Successor, or any other party shall succeed to the interest of Landlord hereunder pursuant to such Mortgage, so long as no Event of Default exists hereunder, Tenant's right to possession of the Premises shall not be disturbed and Tenant's other rights hereunder shall not be

adversely affected by any foreclosure of such Mortgage. Consistent with the foregoing, Landlord and Tenant agrees to execute simultaneously with this Lease the SNDA attached hereto as Exhibit C.

(ii) With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property which includes the Premises, Tenant agrees that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage shall never be treated as an assumption by such holder of any of the obligations of Landlord hereunder unless such holder shall, by notice sent to Tenant, specifically otherwise elect and, except as aforesaid, such holder or Successor shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises. In no event shall the acquisition of Landlord's interest in the Property by a purchaser which, simultaneously therewith, leases Landlord's entire interest in the Property back to the seller thereof be treated as an assumption by operation of law or otherwise, of Landlord's obligations hereunder, but Tenant shall look solely to such seller lessee, and its successors from time to time in title, for performance of Landlord's obligations hereunder. In any such event, this Lease shall be subject and subordinate to the lease to such purchaser provide that such purchaser shall not disturb Tenant's tenancy hereunder. For all purposes, such seller lessee, and its successors in title, shall be the Landlord hereunder unless and until Landlord's position shall have been assumed by such purchaser lessor. Except as provided herein, 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.

(iii) Tenant shall not seek to enforce any remedy it may have for any default on the part of Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail to any mortgage holder whose address has been given to Tenant, and affording such mortgage holder a reasonable opportunity to perform Landlord's obligations hereunder. Notwithstanding any such attornment or subordination of a mortgage to this Lease, neither the holder of any mortgage nor any Successor shall be liable for any acts of any previous landlord, shall be obligated to install any tenant improvements, or shall be bound by any amendment to which it did not consent in writing nor any payment of rent made more than one month in advance.

7.10 Estoppel Certificates. From time to time, upon not less than up to thirty (30) days' prior written request by Landlord, to execute and acknowledge and deliver to Landlord, for delivery to a prospective purchaser or mortgagee of the Premises or the Property or to any assignee or prospective assignee of any mortgage of the Premises or the Property, a statement in writing certifying: (a) that this Lease is unamended (or, if there have been any amendments, stating the amendments); (b) that it is then in full force and effect, if that be the fact; (c) the dates to which Rent and any other payments to Landlord have been paid; (d) any defenses, offsets and counterclaims which Tenant, at the time of the execution of said statement, has knowledge of and believes that Tenant has with respect to Tenant's obligation to pay Rent and to perform any other obligations under this Lease or that there are none, if that be the fact; and (e) such other data as may reasonably be requested. Any such statement may be relied upon by such prospective purchaser or mortgagee of the Premises, or portion thereof, or any assignee or prospective assignee of any mortgagee of the Premises, or portion thereof.

7.11 Nuisance. At all times during the Lease Term and such further time as Tenant occupies the Premises, both on its own behalf and on behalf of all its agents and visitors, Tenant shall not injure, overload, deface or otherwise harm the Premises; nor commit any nuisance; nor to do or suffer any waste to the Premises; nor permit the emission of any objectionable noise or odor; nor place or maintain any trash, refuse or other articles in any vestibule or entry of the Premises, on the sidewalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any corridor, stairway, sidewalk or common area; nor make any use of the Premises which is improper, or contrary to any Legal Requirement or which will invalidate any insurance policy covering the Premises or any portion thereof, including, without limitation, the handling, storage and disposal of any hazardous material in violation of any applicable Legal Requirement; nor commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant with the Building; or use or permit the use of any portion of the Premises for any unlawful purpose. For avoidance of doubt, the Tenant's lawful use of the Premises for the Permitted Use shall not constitute a breach of Tenant's negative covenants under this Section 7.11.

7.12 Changes and Alterations. Except as otherwise explicitly set forth herein, Tenant shall have no authority, without the express written consent of Landlord (which shall not be unreasonably withheld, conditioned or delayed) to alter, remodel, reconstruct, demolish, add to, improve or otherwise change the Premises, except that Tenant shall have such authority, without the consent of Landlord, to make repairs to the Premises and do such things as are appropriate to comply with the obligations imposed on Tenant under other provisions of this Lease. Tenant shall not construct or permit any alterations, installations, additions or improvements, including any exterior or interior signs ("Alterations") to the Premises or the Building without having first submitted to Landlord plans and specifications therefor for Landlord's approval, which approval shall not be unreasonably withheld or delayed provided that:

(i) if the Alteration involves a sign or will otherwise be visible from the exterior then the Alteration must be compatible with the architectural and aesthetic qualities of the Premises and the Land; and

(ii) the Alteration must be non-structural and have no effect on the plumbing, heating (and cooling), mechanical, electrical or other systems or services in the Building, and the Alteration (except for signs) must be entirely within the Premises; and

(iii) the Alteration, when completed, will not adversely affect the value of the Premises or the Land; and

(iv) Tenant demonstrates to Landlord's satisfaction that the Alteration will be made in accordance with all Legal Requirements using good quality materials and good quality construction practices and will not result in any liens against the Premises or Property (and if any such lien is recorded against the Premises or Property, it must be terminated or bonded over within thirty (30) following the date Tenant is notified of same being recorded in the Worcester County Registry of Deeds failing which Tenant shall be deemed to have committed an Event of Default hereunder); and

(v) as soon as such work is completed, Tenant will have prepared and provide Landlord with "as-built" plans (in form acceptable to Landlord) showing all such work; and

(vi) Tenant will comply with any rules or requirements reasonably promulgated by Landlord in connection with the doing of any work, and if requested by Landlord, Tenant or its contractor will obtain and maintain Builder's Risk insurance in connection with such work.

Tenant shall have the right to make minor Alterations from time to time in the Premises (provided that the same do not affect the Building structure or any Building systems) without obtaining Landlord's prior written consent therefor, provided that all of such work conforms to all of the above requirements in all respects, and further provided that Tenant provides Landlord with a written description of such work (and such other data as Landlord may request) prior to commencing any such Alteration, and further provided that the aggregate cost of such minor alterations may not exceed $30,000.00 in any twelve (12) month period.

7.13 Financial Statements. Upon the occurrence of an Event of Default, or upon request made by Landlord's lender, any equity investor or potential purchaser of the Property, Tenant shall provide Landlord copies of Tenant's most recently prepared statement of income and balance sheet (quarterly or annual) within fifteen (15) days of Landlord's written request therefor certified by Tenant's chief financial officer; provided, however, Tenant may request as a condition to any party receiving such financial information execute and deliver to Tenant a confidentiality agreement. Neither Landlord nor any of Landlord's agents, consultants, brokers, employees or representatives shall make any public disclosure of any of Tenant's financial information without the specific prior written consent of Tenant, except for disclosures to Landlord's lenders, investors, purchasers, shareholders, members, officers, employees, attorneys and accountants.

7.14 Holding Over. If Tenant remains in the Premises beyond the expiration of the Lease Term, or sooner following an early termination as provided for herein, such holding over shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only subject to all of Tenant obligations set forth herein, but at a daily rate as follow: (i) for the first thirty (30) days of the holdover period, an amount equal to One Hundred-Fifty percent (150%) of the Rent, the cost of electricity and all other utilities supplied to the Premises, and other charges provided for under this Lease, and (ii) for all periods following the thirty-first (31st) day of the holdover period, an amount equal to Two Hundred percent (200%) of the Rent, the cost of electricity and all other utilities supplied to the Premises, and other charges provided for under this Lease. The acceptance of a purported rent check following termination shall not constitute the creation of a tenancy at will, it being agreed that Tenant's status shall remain that of a tenant at sufferance, at the aforesaid daily rate. Any reference in this Lease to Tenant's obligations continuing during the period of any holdover shall not be deemed to grant Tenant the right to a holdover or imply Landlord's consent to any such holdover. In addition, Tenant following the thirtieth (30th) day of any holdover period shall be liable for all costs, claims, liabilities and damages arising from or in any manner related to any such holdover including, without limitation, damages payable to the subsequent tenant and related to the loss of a tenant.

ARTICLE 8

QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rent and performing Tenant's obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Premises throughout the Lease Term or until it is terminated as in this Lease provided without hindrance by Landlord or by anyone claiming by, through or under Landlord. The foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

ARTICLE 9
DAMAGE AND EMINENT DOMAIN

9.1 Fire and Other Casualty. In the event that at any time during the Lease Term the Premises are totally damaged or destroyed by fire or other casualty or substantially damaged so as to render them or a material portion thereof untenantable, then there shall be a just and proportionate abatement of the Rent payable hereunder, until the Premises are made suitable for Tenant's occupancy. In the event of any casualty damage to the Premises, Landlord shall proceed at its expense and with reasonable diligence to repair and restore the Premises (not including Tenant's trade fixtures, business equipment and furniture) to substantially the same condition they were in immediately prior to such casualty. Notwithstanding the foregoing, if Landlord in its sole discretion determines that timely restoration is not possible or practical or that there are or will be insufficient insurance proceeds available to Landlord to accomplish same, then Landlord shall have the right to terminate this Lease by written notice given to the Tenant within sixty (60) days after the occurrence of such casualty or the discover of such information concerning the restoration timeline or the insurance proceeds forthcoming. In addition, in the event the casualty occurs in the final year of the Lease Term, or the Premises have not been restored to a condition substantially suitable for their intended purpose within two hundred-seventy (270) days following the issuance of all permits required for such restoration once restoration is commenced by Landlord, then Tenant may terminate this Lease by providing thirty (30) days written notice to Landlord.

9.2 Eminent Domain. Landlord reserves for itself all rights to any damages or awards with respect to the Premises and the leasehold estate hereby created by reason of any exercise of the right of eminent domain, or by reason of anything lawfully done in pursuance of any public or other authority; and by way of confirmation Tenant grants and assigns to Landlord all Tenant's rights to such damages so reserved, except as otherwise provided herein. Tenant reserves all rights to any damages or awards relating to its trade fixtures, equipment, personal property, exterior signs and relocation costs. Tenant covenants to execute and deliver any instruments confirming such assignment as Landlord may from time to time reasonably request. If all the Premises are taken by eminent domain, this Lease shall terminate when Tenant is required to vacate the Premises or such earlier date as Tenant is required to begin the payments of rent to the taking authority. If a partial taking by eminent domain results in so much of the Premises being taken as to render the Premises or the parking or access to the Property, or a material portion of the remainder of the Building for Tenant to occupy the Premises impractical or any of the foregoing unsuitable for Tenant's continued use and occupancy, as determined by Tenant or Landlord each in its reasonable discretion, either Landlord or Tenant may elect to terminate this Lease as of the date when Tenant is required to vacate the portion of the Premises so taken, by written notice to the other given not more than sixty (60) days after the date on which Tenant or Landlord, as the case may be, receives notice of the

taking. If a partial taking by eminent domain does not result in such portion of the Premises or a portion of the Building that renders the occupancy of the Premises impractical as aforesaid being taken, then this Lease shall not be terminated or otherwise affected by any exercise of the right of eminent domain. Whenever any portion of the Premises shall be taken by any exercise of the right of eminent domain, and if this Lease shall not be terminated in accordance with the provisions of this Section 9.2, Landlord shall, at its expense, proceeding with all reasonable dispatch do such work as may be required to restore the Premises or what remains thereof (not including Tenant's trade fixtures, business equipment and furniture) as nearly as may be to the condition they were in immediately prior to such taking, and Tenant shall at its expense, proceeding with all reasonable dispatch, provided sufficient condemnation proceeds are available therefor (or, if not, provided that Tenant provides additional funds needed above the amount of the condemnation proceeds available, do such work to its trade fixtures, business equipment and furniture, as may be required. A just proportion of the Rent payable hereunder, according to the nature and extent of the taking shall be abated from time to time as Tenant is required to vacate that portion of the Premises taken and permanently with respect to any adjustment in the size of the Leased Premises. If the Premises have not been restored to a condition substantially suitable for their intended purpose within two hundred seventy (270) days of the issuance of all permits required for such restoration, Tenant may elect to terminate this Lease by written notice to Landlord sent within five (5) business days following such two hundred seventy (270) day period.

ARTICLE 10
DEFAULTS BY TENANT AND REMEDIES

10.1 Tenant's Default. Each of the following shall be an event of default ("Event of Default") hereunder: (A) if Tenant shall fail to timely pay any installment of Base Rent, Additional Rent or any other payment due under this Lease when due, time being of the essence, and such failure shall continue for a period of five (5) business days such due date (with Landlord having no contractual obligation to notify Tenant of such failure of payment), (B) if Tenant shall (i) make a general assignment for the benefit of creditors; (ii) commence any proceeding for relief, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property; (iii) become the subject of any proceeding described in subsection (ii) above which is not dismissed within sixty (60) days after its filing or entry; or (iv) be dissolved or otherwise fail to maintain its legal existence; (C) Tenant shall fail to discharge or bond over any lien placed upon the Premises in violation of this Lease within thirty (30) days after Tenant receives notice that any such lien or encumbrance is filed against the Premises; and (D) if Tenant shall fail to comply with any provision of this Lease, other than those specifically referred to hereinabove and, except as otherwise expressly provided therein, such default shall continue for more than thirty (30) days after Landlord shall have given Tenant written notice of such default, or such longer period if such default cannot be reasonably cured within such thirty (30) day period, provided that Tenant diligently commences the cure within the thirty (30) day period and diligently prosecutes such cure to completion. Upon the occurrence of an Event of Default, defined as aforesaid, then in any such case, notwithstanding any waiver or other indulgence of any prior default, Landlord may terminate this Lease by written notice to Tenant sent at any time thereafter, but before Tenant has cured or removed the cause for such termination. Such termination shall take effect on the later of (i) the last day of the month in which Tenant receives the notice, or (ii) twenty-one (21) days after Tenant

receives the notice, and shall be without prejudice to any remedy Landlord might otherwise have for any prior breach of covenant.

10.2. Landlord's Election. Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord may at any time thereafter, at its election by written notice to Tenant: (i) terminate this Lease or Tenant's right of possession, but Tenant shall remain liable as hereinafter provided; and/or (ii) pursue any remedies provided for under this Lease or at law or in equity. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, Landlord shall have the right to keep in place and use, or remove and store all of the fixtures, equipment and other property of Tenant left at the Premises or elsewhere at the Property. If Landlord terminates this Lease or terminates Tenant's right of possession, Landlord may recover from Tenant the sum of (i) all Base Rent, Additional Rent and all other amounts accrued hereunder to the date of such termination or dispossession, (ii) the costs set forth in Section 10.3 below, and (iii) an amount equal to (A) the aggregate amount of Base Rent and Additional Rent which would have been payable by Tenant under this Lease had this Lease not been so terminated (or had Tenant's right of possession not been terminated) for the period commencing on the date of any such termination or date of dispossession and ending on the last day of the Lease Term with such amounts becoming immediately due and payable on an accelerated (but net present value) basis (and prior to such dates as Base Rent and Additional Rent would otherwise become due and payable hereunder) which net present value shall be quantified by applying a discount rate of four percent (4%) for all such sums accelerated and due and payable. Landlord shall have a right at any time following any Tenant Event of Default to seek a money judgment in such amounts if Tenant fails to pay all amounts set forth in subsections (i) – (iii) above in full within five (5) business days of written demand of Landlord. Tenant agrees and confirms that such amounts represent bargained-for liquidated damages payable to Landlord upon any Tenant Event of Default (as subject to application of the foregoing discount factor), which amounts while difficult to ascertain as of the Effective Date are proportional to anticipated and reasonably forecasted damages incurred by Landlord resulting from any Tenant Event of Default, and thus fully enforceable contractual damages due to Landlord under this Lease. If Landlord terminates this Lease or terminates Tenant's right of possession, Landlord may re-let the Premises (or any portion(s) thereof) for the period commencing after said termination or date of dispossession, and any such re-letting may be for a shorter or longer period than the remaining Lease Term, and in no event shall Tenant be entitled to receive amounts received by Landlord resulting from such re-letting efforts. Even though Tenant has breached this Lease and abandoned the Premises, and unless Landlord has terminated this Lease, this Lease shall continue in force and effect, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover Base Rent and Additional Rent as subject to Landlord's additional rights and remedies hereunder. Tenant agrees that Landlord may file suit to recover any sums due under this Lease.

10.3. Reimbursement of Landlord's Expenses. In the case of termination of this Lease or termination of Tenant's right of possession pursuant to Section 10.2, Tenant shall reimburse Landlord for all actual expenses arising out of such termination, including, without limitation, (i) all costs actually incurred in collecting such amounts due from Tenant under this Lease (including reasonable attorneys' fees actually incurred and the costs of litigation and the like but only if

Landlord is successful in its litigation), (ii) all customary and necessary expenses incurred by Landlord in attempting to relet the Premises or parts thereof (including advertisements and brokerage commissions but specifically excluding tenant allowances, lease inducements, costs of preparing space, and the like), and (iii) all Landlord's other expenditures necessitated by the termination. The reimbursement from Tenant shall be due and payable within thirty (30) days following written notice from Landlord that an expense has been incurred with documentation substantiating such expenses, without regard to whether the expense was incurred before or after the termination.

10.4. Termination of Right of Possession. Even though an Event of Default has occurred hereunder, this Lease shall continue in effect for so long as Landlord does not terminate the Lease (even though it has terminated Tenant's right of possession), and Landlord may enforce all its rights and remedies under this Lease, including the right to recover Base Rent and Additional Rent as it becomes due. Any such payments due Landlord shall be made on the dates that Base Rent and Additional Rent would otherwise come due under this Lease, and Tenant agrees that Landlord may file suit to recover any sums falling due from time to time. Notwithstanding any such termination of possession only, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

10.5. Mitigation. Landlord shall use commercially reasonable efforts to relet the Premises which efforts shall be subject to the reasonable requirements of Landlord to lease to tenants subject to Landlord's standard leasing policies, and to develop the Premises in a harmonious manner with an appropriate mix of uses, tenants, and terms of tenancies, and the like and factoring in the location and nature of the Premises. It is agreed that hiring a reputable leasing broker to lease the Premises and cooperating in good faith with such broker shall satisfy the requirement that Landlord use commercially reasonable efforts to relet.

10.6. Claims in Bankruptcy. Nothing herein shall limit or prejudice the right of Landlord to prove and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization, by reason of the termination, an amount equal to the maximum allowed by the statute of law in effect at the time when, and governing the proceedings in which, the damages are to be provided, whether or not the amount is greater to, equal to, or less than the amount of the loss or damage which Landlord has suffered.

10.7. Landlord's Right to Cure Defaults. Landlord may, but shall not be obligated to cure, at any time any default by Tenant under this Lease after the applicable notice and cure period (if any) has expired. In curing such defaults, Landlord may enter upon the Premises and take such action thereon as may be necessary to effect such cure. In the case of an emergency threatening serious injury to persons or property, Landlord may cure such default without notice. All reasonable costs and expenses incurred by Landlord in curing a default, including reasonable attorneys' fees actually incurred, together with interest thereon at a rate equal to the lesser of (a) twelve percent (12%) per annum, or (b) the highest lawful rate of interest which Landlord may charge to Tenant without violating any applicable law (the "Default Rate") from the day of payment by Landlord shall be paid by Tenant to Landlord on demand. Landlord may use the Security Deposit to effectuate any such cure.

10.8. No Waiver. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a

termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by the written agreement of Landlord and Tenant. Tenant and Landlord further agree that forbearance or waiver by either party to enforce its rights pursuant to this Lease, or at law or in equity, shall not be a waiver of such party's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. 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 of the earliest installment of any payment due from Tenant under the provisions hereof. 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.

10.9 Default Interest. If any payment of Base Rent, Additional Rent or any other payment payable hereunder by Tenant to Landlord shall not be paid when due, Landlord may impose, at its election, interest on the overdue amount from the date when the same was payable until the date paid at the Default Rate. Such interest shall constitute Additional Rent payable hereunder.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

11.1 Prohibition. Tenant covenants and agrees that neither this Lease nor the term and estate hereby granted, nor any interest herein or therein, will be assigned, mortgaged, pledged, encumbered or otherwise transferred, and that neither the Premises, nor any part thereof will be encumbered in any manner by reason of any act or omission on the part of Tenant, or used or occupied, by anyone other than Tenant, or for any use or purpose other than as stated herein, or be sublet, without the prior written consent of Landlord in each and every case, which consent shall not be unreasonably withheld, delayed or conditioned. Not in limitation of the foregoing, Tenant's request for Landlord's consent to subletting or assignment shall be submitted in writing no later than sixty (60) days in advance of the proposed effective date of such proposed assignment or sublease, which request shall be accompanied by the following information (the "Required Information"): (i) the name, current address and business of the proposed assignee or subtenant; (ii) the precise square footage and location of the portion of the Premises proposed to be so subleased or assigned; (iii) the effective date and term of the proposed assignment or subletting; and (iv) the rent and other consideration to be paid to Tenant by such proposed assignee or subtenant. Tenant also shall promptly supply Landlord with such financial statements or such other information as Landlord may reasonably request, not more than ninety (90) days old when delivered to Landlord, indicating the net worth, liquidity and credit worthiness of the proposed assignee or subtenant in order to permit Landlord to evaluate the proposed assignment or sublease. Tenant agrees to reimburse Landlord for reasonable legal fees and any other reasonable expenses and costs incurred by Landlord in connection with any proposed assignment or subletting in an amount not to exceed $5,000.00. Tenant shall pay to Landlord a review fee of $3,000.00 for Landlord's review of any requested assignment or sublet.

11.2. Conditions to Consent. Notwithstanding anything to the contrary contained herein, it shall not be unreasonable for Landlord to withhold its consent to any proposed assignment or sublease if

(i) Tenant proposes to assign this Lease or sublease the Premises or any portion thereof to any person or entity with whom Landlord is then negotiating for the rental of other space in the Building or Property; or (ii) the net worth of any such proposed assignee or subtenant is not adequate, in Landlord's reasonable judgment, to meet the obligations of such subtenant or assignee under such sublease or hereunder, as applicable; or (iii) the proposed use is not limited to the Permitted Uses; (provided, however, that it is hereby agreed and acknowledged that in no event shall Landlord's right to withhold consent be limited to the basis set forth in clauses (i) through (iii) above). Landlord's consent shall be granted only if the assignee or subtenant shall promptly execute, acknowledge, and deliver to Landlord an agreement in form and substance satisfactory to Landlord whereby the assignee or subtenant shall agree to be bound by and upon the covenants, agreements, terms, provisions and conditions set forth in this Lease other than the payment of Rent hereunder.

11.3 Excess Rents. If Tenant shall sublet the Premises, having first obtained Landlord's consent, at a rental in excess of the Base Rent and Additional Rent due and payable by Tenant under the provisions of this Lease, fifty percent (50%) of such excess Rent and Additional Rent net of Tenant's commercially reasonable and necessary expenses related to the sublease shall be paid by Tenant to Landlord, it being agreed, however, that Landlord shall not be responsible for any deficiency if Tenant shall sublet the Premises at a rental less than that provided for herein.

11.4 Intentionally Deleted.

11.5 Assignment or Sublease to an Affiliate or a Change of Control Transaction. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to assign this Lease or sublet the Premises or any part thereof without the prior consent of Landlord to either (x) an entity into or with which Tenant is merged or consolidated, or to which all or substantially all of Tenant's assets are transferred, or (y) any entity which controls or is controlled by Tenant or is under common control with Tenant ("Affiliate"), provided that in any such event (i) the successor to Tenant has a net worth, computed in accordance with generally accepted accounting principles consistently applied, which is adequate, in Landlord's reasonable judgment, to meet the obligations of such subtenant or assignee under such sublease or hereunder, as applicable; (ii) proof satisfactory to Landlord of such net worth shall have been delivered to Landlord at least ten (10) days prior to the effective date of any such transaction, and (iii) the assignee agrees directly with Landlord, by written instrument in form satisfactory to Landlord in its reasonable discretion, to be bound by all the obligations of Tenant hereunder, including, without limitation, the covenant against further assignment and subletting.

11.6 No Waiver; Tenant to Remain Liable. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect Rent and/or Additional Rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent and/or Additional Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or subletting. No assignment, subletting or use of the Premises shall affect the Permitted Use hereunder. Notwithstanding any

permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of all sums payable hereunder and for compliance with all the obligations of Tenant hereunder.

ARTICLE 12
NOTICES

All notices, consents, approvals, or other communication required by the provisions of this Lease to be given to Landlord or Tenant shall be in writing and shall be hand delivered or given by registered or certified mail or by Federal Express or other recognized overnight courier, or by email with confirmation of receipt with another copy by U.S. Mail unless such follow-up is waived by the receiving party, addressed to the address of the party set forth in Section 1.1 hereof or to such other address as the party shall have last designated by notice with a copy, in the case of Landlord, to Dalton & Finegold, LLP, 34 Essex Street, Andover, MA 01810, Attn: Thomas W. Tavenner, Jr., Esq. The customary receipt shall be conclusive evidence of compliance with this Article 12. Notice shall be deemed given on the earlier of the date of actual receipt, or the third (3rd) business day following the date when deposited in the U.S. mail or on the first (1st) business day following the date when deposited with such courier, postage paid.

ARTICLE 13
NOTICE OF LEASE

Each of Landlord and Tenant agrees not to record this Lease or any notice of this Lease.

ARTICLE 14
APPLICABLE LAW, SEVERABILITY, CONSTRUCTION

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and, if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease, and the application of such provisions in other circumstances, shall not be affected thereby. This Lease may be amended only by an instrument in writing executed by Landlord and Tenant. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease.

ARTICLE 15
SUCCESSORS AND ASSIGNS, ETC.

15.1 Covenants Run With The Land. It is understood and agreed that no covenant or agreement of Landlord, expressed or implied, shall be binding upon Landlord except in respect of any breach or breaches thereof committed during Landlord's seisin and ownership of the Premises. If Landlord acts as a Trustee or Trustees of a trust in making this Lease only the estate for which Landlord acts shall be bound hereby, neither any such Trustee executing this Lease as Landlord nor any shareholder or beneficiary of such trust shall be personally liable for any of the covenants or agreements of Landlord expressed herein or implied hereunder or otherwise because of anything arising from or connected with the use and occupation of the Premises by Tenant. Subject to provisions hereof limiting the liability of Landlord's Mortgagee or any other Successor, reference in this Lease to "Landlord" or to "Tenant" and all expressions referring thereto, shall mean the person

or persons, natural or corporate, named herein as Landlord or as Tenant, as the case may be, and the heirs, executors, administrators, successors and assigns of such person or persons, and those claiming by, through or under them or any of them, unless repugnant to the context. If Tenant is a partnership or a firm of several persons, natural or corporate, the obligations of each person executing this Lease as Tenant shall be joint and several. Any person who signs this Lease for Tenant or for Landlord in a representative capacity personally warrants and represents that he or she is duly authorized to do so.

15.2 Limitation on Landlord's Liability. It is further understood and agreed that Tenant shall look solely to the estate and property of Landlord in the Property for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed or performed by Landlord and any other obligations of Landlord created by or under this Lease, and no other property or assets of Landlord or of its partners, beneficiaries, co-tenants, shareholders or principals (as the case may be) shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies.

ARTICLE 16
LANDLORD'S ACCESS

Landlord and its authorized agents, employees, subcontractors and representatives shall have the right to enter the Premises at any time during emergencies (Landlord agrees to use reasonable efforts to notify Tenant of any such emergency) and at all reasonable times with prior notice (which notice may be oral) in the presence of a Tenant representative for any of the following purposes: (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (b) to do any necessary maintenance and to make such repairs, alterations, improvements or additions in or to the Premises or the Building as Landlord has the right or obligation to perform under this Lease, as Landlord may be required to do or make by law, or as Landlord may from time to time deem necessary or desirable; (c) to exhibit the Premises to prospective tenants during the last twelve (12) months of the Lease Term or during any period while an Event of Default exists hereunder; and (d) to show the Premises to prospective lenders, brokers, agents, buyers or persons interested in an exchange, at any time during the Lease Term.

If, at any time during the last month of the Lease Term, Tenant shall have removed all of Tenant's property from all or any portions(s) of the Premises, Landlord may immediately enter and alter, renovate and decorate the same, and such acts shall have no effect upon Tenant's remaining obligations and covenants under this Lease.

ARTICLE 17
CONDITION OF PREMISES

17.1 Condition of the Premises. Tenant acknowledges and agrees that taking into account it presently is (and will be on the Term Commencement Date) in possession of the Premises under the Existing Sublease, Tenant is leasing the Premises in its "**AS IS," "WHERE IS**" condition, without warranty, express or implied, except as set forth in this Lease, and Landlord shall have no obligation

under this lease to undertake any work to the Premises or Building unless such obligation arises under this Lease.

TENANT ACKNOWLEDGES THAT: (1) IT SHALL CONTINUE TO OCCUPY THE PREMISES FOLLOWING THE TERM COMMENCEMENT DATE IN AN "AS IS, WHERE IS" CONDITION, (2) THE BUILDING AND IMPROVEMENTS COMPRISING THE SAME ARE SUITABLE FOR THE PURPOSE FOR WHICH THE PREMISES ARE LEASED AND LANDLORD HAS MADE NO WARRANTY, REPRESENTATION, COVENANT, OR AGREEMENT WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PREMISES, (3) THE PREMISES ARE IN GOOD AND SATISFACTORY CONDITION, (4) NO REPRESENTATIONS AS TO THE REPAIR OF THE PREMISES, NOR PROMISES TO ALTER, REMODEL OR IMPROVE THE PREMISES HAVE BEEN MADE BY LANDLORD EXCEPT AS SET FORTH HEREIN, AND (5) THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE DESCRIPTION OF THE PREMISES. Except as otherwise may expressly be provided herein, in no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use.

ARTICLE 18
WARRANTY REGARDING BROKER

Landlord and Tenant each represent and warrant to the other that such party has had no dealings, negotiations or consultations with respect to the Premises or this transaction with any broker or finder. Landlord and Tenant each agrees to indemnify, defend and hold the other harmless from and against all liability, cost and expense, including attorneys' fees and court costs arising out of any misrepresentation or breach of warranty under this Article 18. This indemnity shall survive the expiration or earlier termination of the Lease Term.

ARTICLE 19
HAZARDOUS MATERIALS

Tenant shall not (either with or without negligence) cause or permit the escape, disposal, release or threat of release of any biologically or chemically active or other Hazardous Materials (as said term is hereafter defined) on, in, upon or under the Premises or the Property. Tenant shall not allow the generation, storage, use or disposal of such Hazardous Materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the generation, storage, use and disposal of such Hazardous Materials, nor allow to be brought into the Premises or the Property any such Hazardous Materials except for use in the ordinary course of Tenant's business and in accordance with all applicable laws and regulations, and then only after written notice is given to Landlord of the identity of such Hazardous Materials. Hazardous Materials shall include, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to § 307 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (iv) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. '6903), (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response,

Compensation, and Liability Act, 42 U.S.C. '9601 et seq. (42 U.S.C. '9601), as amended, or (vi) defined as "oil" or a "hazardous waste", a "hazardous substance", a "hazardous material" or a "toxic material" under any other law, rule or regulation applicable to the Property or any portion thereof, including, without limitation, Chapter 21E of the Massachusetts General Laws, as amended. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges but only if such requirement applies to the Premises or may be the result of the acts or omissions of Tenant. In all events, Tenant shall indemnify and save Landlord harmless from any release or threat of release or the presence or existence of any Hazardous Materials in or on the Premises occurring while Tenant is in possession or elsewhere at the Property if caused by Tenant or any person acting under Tenant. The within covenants and indemnity shall survive the expiration or earlier termination of the Lease Term. Landlord expressly reserves the right to enter the Premises to perform regular inspections upon at least twenty-four (24) hour's notice to Tenant with Tenant having a right to have a Tenant representative present. Landlord agrees to save Tenant harmless and to indemnify Tenant from and against any liability, injury loss, claim, damage, settlement, attorneys' fees, fines, penalties, interest or expense which may be incurred by Tenant (including, without, limitation, any cost which Landlord may incur for testing and remediation) arising from any release, presence or existence of Hazardous Materials which existed at the Property prior to Tenant's occupation of the Premises.

ARTICLE 20
LANDLORD DEFAULTS

Tenant's exclusive remedy for Landlord's failure to perform its obligations under this Lease shall be limited to damages, injunctive relief, or specific performance; in each case, Landlord's liability or obligations with respect to any such remedy shall be limited as provided in Article 15 hereof. Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and such failure continues for thirty (30) days after Tenant delivers to Landlord written notice specifying such failure; however, if such failure cannot reasonably be cured within such 30-day period, but Landlord commences to cure such failure within such 30-day period and thereafter diligently pursues the curing thereof to completion, then Landlord shall not be in default hereunder or liable for damages therefor. In no event shall Landlord be deemed in default under this Lease absent notice from Tenant as set forth herein.

ARTICLE 21
FORCE MAJEURE

In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder (other than the payment of any Base Rent, Additional Rent or other sums payable hereunder which shall never be excused hereunder) by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control ("Force Majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not be construed to excuse Tenant from making any payments due hereunder in a timely manner as set forth in this Lease or from performing any covenant or obligation imposed under this Lease by reason of the financial inability of Tenant.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22.1 Waiver of Jury Trial. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of this Lease, or any other claims.

22.2 Tenant's Authority. If Tenant executes this Lease as a partnership, corporation or limited liability company, then Tenant represents and warrants that: (a) Tenant is a duly organized and existing partnership, corporation or limited liability company, as the case may be, and is qualified to do business in the state in which the Building is located; (b) such persons and/or entities executing this Lease are duly authorized to execute and deliver this Lease on Tenant's behalf; and (c) this Lease is binding upon Tenant in accordance with its terms. Tenant represents and warrants to Landlord that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, (i) in violation of any Laws relating to terrorism or money laundering, or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/ofac/tllsdn.pdf or any replacement website or other replacement official publication of such list. The foregoing representations shall not apply to the extent that any such person's interest in Tenant is held solely through a U.S. publicly-traded entity.

22.3 Landlord's Authority. If Landlord executes this Lease as a partnership, corporation or limited liability company, then Landlord and the persons and/or entities executing this Lease on behalf of Landlord represent and warrant that: (a) Landlord is a duly organized and existing partnership, corporation or limited liability company, as the case may be, and is qualified to do business in the state in which the Building is located; (b) such persons and/or entities executing this Lease are duly authorized to execute and deliver this Lease on Landlord's behalf; and (c) this Lease is binding upon Landlord in accordance with its terms. Landlord represents and warrants to Tenant that Landlord is not, and the entities or individuals constituting Landlord or which may own or control Landlord or which may be owned or controlled by Landlord are not, (i) in violation of any Laws relating to terrorism or money laundering, or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/ofac/tllsdn.pdf or any replacement website or other replacement official publication of such list.

22.4 Counterparts. This Lease may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement. The parties hereto consent and agree that this Lease may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign, Adobe Sign, or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature.

22.5 Nondisclosure of Lease Terms. Tenant acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord. Disclosure of the terms could adversely affect the ability of Landlord to negotiate other leases and impair Landlord's relationship with other tenants. Accordingly, Tenant agrees that it, and its partners, officers, directors, shareholders, members, managers, employees, agents and attorneys, shall not intentionally and voluntarily disclose the terms and conditions of this Lease to any newspaper or other publication, or real estate agent, either directly or indirectly, without the prior written consent of Landlord, provided, however, that Tenant may disclose the terms to prospective subtenants or assignees under this Lease, or any real estate agent or broker representing Tenant in connection with this Lease or any assignment or sublease, or to any attorneys, accountants or agents.

22.6 No Partnership. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant by reason of this Lease.

22.7 Separability. The invalidity or unenforceability of any provision of this Lease shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain valid and in full force and effect to the fullest extent permitted by law.

22.8 Prior Agreements; Amendments. This Lease, including the Summary and all Exhibits attached hereto, contains all of the covenants, provisions, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and any other matter covered or mentioned in this Lease, and no prior agreement or understanding, oral or written, express or implied, pertaining to the Premises or any such other matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. The parties acknowledge that all prior agreements, representations and negotiations are deemed superseded by the execution of this Lease to the extent they are not expressly incorporated herein.

22.9 Time. Time is of the essence with respect to performance of every provision of this Lease in which time or performance is a factor.

22.10 Business Day. A "business day" is Monday through Friday, excluding holidays observed by the United States Postal Service and reference to 5:00 p.m. is to the time zone of the recipient. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Lease during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following business day.

22.11 Terms and Headings. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in any gender include other genders. The Article and Section headings of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof. Any deletion of language from this Lease prior to its execution by Landlord and Tenant shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse of the deleted language. The parties hereto acknowledge and agree that

each has participated in the negotiation and drafting of this Lease; therefore, in the event of an ambiguity in, or dispute regarding the interpretation of, this Lease, the interpretation of this Lease shall not be resolved by any rule of interpretation providing for interpretation against the party who caused the uncertainty to exist or against the draftsman.

22.12 No Merger. The voluntary or other surrender of this Lease by Tenant or a mutual termination thereof shall not work as a merger and shall, at the option of Landlord, either (a) terminate all or any existing subleases, or (b) operate as an assignment to Landlord of Tenant's interest under any or all such subleases.

22.13 Professional Fees; Legal Fees. If either Landlord or Tenant should bring suit (or alternate dispute resolution proceedings) against the other with respect to this Lease, including for unlawful detainer, forcible entry and detainer, or any other relief against the other hereunder, then all reasonable out of pocket costs and expenses incurred by the prevailing party therein (including, without limitation, its actual appraisers', accountants', attorneys' and other professional fees, expenses and court costs), shall be paid by the other party, including any and all reasonable out of pocket costs incurred in enforcing, perfecting and executing such judgment and all reasonable out of pocket costs and attorneys' fees associated with any appeal. Further, if for any reason Landlord consults legal counsel or otherwise incurs any costs or expenses as a result of its good faith attempt to enforce the provisions of this Lease against Tenant which enforcement attempts shall be memorialized by written notice delivered to Tenant, even though no litigation is commenced, or if commenced is not pursued to final judgment based upon a subsequent resolution of the matter by the parties, Tenant shall be obligated to pay to Landlord, in addition to all other amounts for which Tenant is obligated hereunder, all of Landlord's reasonable out of pocket costs and expenses incurred in connection with any such acts, including reasonable attorneys' fees.

22.14 Light, Air and View. No diminution of light, air or view by any structure, whether or not erected by Landlord, shall entitle Tenant to any reduction of Rent, result in any liability of Landlord to Tenant, or in any other way affect this Lease or Tenant's obligations hereunder.

22.15 Future Building Façade and Entrance Improvements. By entering into the Lease, Landlord confirms and agrees that following the Effective Date and prior to the Term Commencement Date, it shall complete planned improvements to the Building exterior and siding, including the repair and/or replacement of existing wooden ornamental components of the Building façade and certain updates to the Building entrance(s).

[Remainder of page intentionally left blank – signatures follow]

EXECUTED as an instrument under seal as of the date first set forth above.

LANDLORD:

ADG FLANDERS ROAD WESTBOROUGH LLC, a Massachusetts limited liability company

By: Eli Levine
Name: Eli Levine
Title: Manager

TENANT:

ASCEND ELEMENTS, INC.,
a Delaware corporation

By: DocuSigned by: Michael O'Kronley
Name: Michael O'Kronley
Title: CEO and President

By: DocuSigned by:
Name: Andrew Aberdale
Title: CFO and Treasurer

EXHIBIT A

DESCRIPTION OF THE LAND

Legal Description

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Westborough, Commonwealth of Massachusetts, as described below:

PARCEL ONE – 129-131 Flanders Road:

A certain parcel of land shown on a plan entitled "Plan of Land in Westborough, Mass." dated October 24, 1977, prepared by Allen & Demurjian, Inc., recorded in Plan Book 450, Plan 14, and bounded and described as follows:

NORTHERLY by Flanders Road by two courses 127.84 feet and 136.16 feet;

EASTERLY by other land of Wallace Yaffe, et al, Partners, by two courses 566.17 feet and 70 feet;

SOUTHERLY by other land of Wallace Yaffe, et al, Partners, 427.20 feet; and

WESTERLY by other land of Wallace Yaffe, et al, Partners, 220 feet and by land of the grantor 545 feet.

PARCEL TWO – 133-137 Flanders Road:

A certain parcel of land shown as Parcel No. 14 on a plan entitled "Plan of Land in Westborough," herein "Plan", dated October 5, 1978 prepared by Allen & Demurjian, Inc., Engineers and Land Surveyors, recorded with Worcester District Registry of Deeds in Plan Book 458, as Plan No. 103, and being more particularly bounded and described according to the Plan as follows:

NORTHERLY by Flanders Road in two courses, 429.94 feet and 94.01 feet;

EASTERLY by land now or formerly of Richlen Realty Trust several courses measuring 235.54 feet, 50 feet more or less, 120 feet more or less and 200 feet more or less;

SOUTHWESTERLY by Parcel No. 10 on said plan, 139 feet more or less;

EASTERLY by said Parcel 10, 278 feet more or less;

SOUTHEASTERLY by Parcel No. 12 on said Plan, 199.59 feet;

EASTERLY by said Parcel No. 12 in several courses, 69.03 feet; 69.96 feet and 196.56 feet;

EASTERLY by Parcel No. 13A on said Plan, 210 feet;

EASTERLY again by Parcel No. 13B on said Plan, 624.13 feet;

SOUTHERLY by Parcel No. 1 on said Plan, 830 feet;

WESTERLY by Parcel No. 15 on said Plan in two courses, 649.42 feet and 626.24 feet;

SOUTHERLY by said Parcel No. 15 on said Plan, 338.03 feet;

WESTERLY by Parcel No. 2B on said Plan in two courses, 156.61 feet and 95.39 feet;

NORTHERLY by Parcel No. 8 on said Plan, 576.11 feet;

EASTERLY by Parcel No. 11 on said Plan, 220 feet;

NORTHERLY by said Parcel No. 11, 427.20 feet;

WESTERLY by said Parcel No. 11 in two courses, 70 feet and

EXHIBIT B

PLAN OF THE PREMISES

Premises

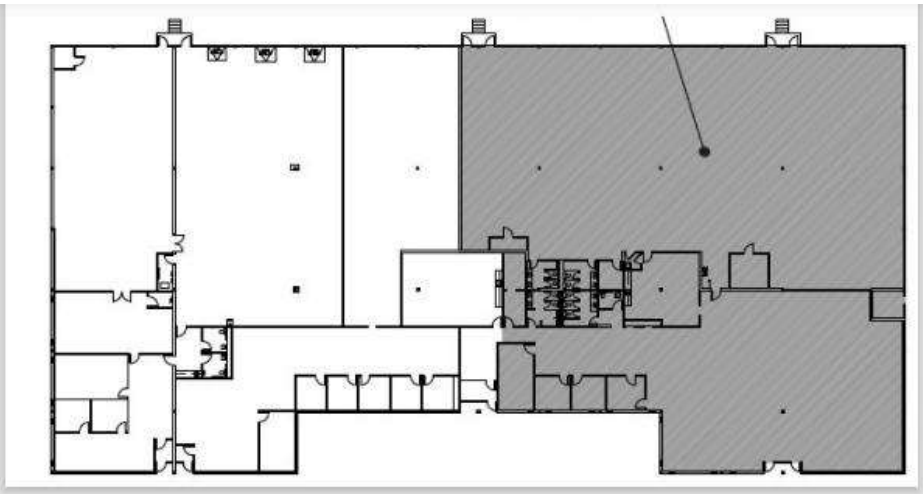


EXHIBIT C
SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (this "Agreement") is made as of the 22nd day of April, 2024 by and between **Ascend Elements, Inc.,** a Delaware corporation, having a usual place of business at the Demised Premises (hereinafter referred to as "Tenant"), **The Lowell Five Cent Savings Bank**, a Massachusetts savings bank with a principal place of business at 55 Technology Drive, Lowell, Massachusetts 01851 (hereinafter referred to as "Mortgagee") and **ADG Flanders Road Westborough LLC**, a Massachusetts limited liability company with a principal place of business at 23 Kenilworth Street, Andover, Massachusetts 01810 (hereinafter referred to as "Landlord") as the successor in interest to Glenborough Flanders Park, LLC, a Delaware limited liability company (the "Original Landlord").

WHEREAS, Mortgagee has provided mortgage financing to Landlord and is the holder of a mortgage given by Landlord to Lender (the "Mortgage"), which encumbers the fee estate of Landlord in the premises located at and commonly known as **129, 131, 133 and 135 Flanders Road, Westborough, Worcester County, Massachusetts**, as more particularly described in Exhibit A attached hereto (the "Mortgaged Premises").

WHEREAS, Original Landlord entered into a certain lease with Tenant, dated April 19, 2024 (the "Lease") for a portion of the Mortgaged Premises, consisting of, among other things, 17,072 rentable square feet of the building located at 133 Flanders Road, Westborough, Massachusetts, as more particularly described in the Lease, including all appurtenances thereto (the "Demised Premises).

NOW THEREFORE, in consideration of the mutual covenants herein contained, Tenant and Mortgagee do hereby agree as follows:

1. Landlord, Mortgagee and Tenant hereby consent and agree that:

   (i) the Lease shall be, and the same hereby is, made subordinate in each and every respect to the lien of the Mortgage and to all advances made thereunder; and

(ii) any of the foregoing notwithstanding, if the interest of Landlord in the Demised Premises shall be acquired by Mortgagee by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of Mortgagee, by deed in lieu of foreclosure or by any other method, or acquired by any other purchaser or purchasers pursuant to a foreclosure sale (Mortgagee or such purchaser(s), as the case may be, being referred to as "Purchaser"), the Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed and Tenant shall not be named as a party to such foreclosure unless joinder is required by law and such joinder shall not result in the termination of the Lease. Tenant shall be bound to Purchaser under all the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof which may be effected in accordance with any option therefore contained in the Lease with the same force and effect as if Purchaser were the Landlord under the Lease provided:

(a) there is not a Default by Tenant under any provision of the Lease or this Agreement at the time Mortgagee exercises any right, remedy, or privilege that extends beyond all applicable notice and cure periods;

(b) the Lease at the time is in force and effect according to its original terms or with such amendments or modifications as Mortgagee shall have approved (or is not required to approve) as provided below; and

(c) Tenant attorns to Purchaser as provided below; and

(iii) in the event of any foreclosure of the Mortgage by Mortgagee, its successors or assigns, or at the request of Mortgagee at any time pursuant to the assignment of the Lease to Mortgagee, Tenant will recognize Mortgagee, its successors and assigns, as the new Landlord under the Lease, and will attorn to and continue to be bound by each and every term of the Lease; and upon such attornment, the Lease and the rights of Tenant shall continue in full force and effect as if it were a direct Lease between Mortgagee, or any Purchaser, and Tenant upon all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining; provided, however, Mortgagee or any Purchaser shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord) except to the extent such act or omission constitutes a continuing default of which Mortgagee or Purchaser had notice and opportunity to cure; or

(b) responsible for the cure of any default arising prior to the time Mortgagee or such Purchaser takes possession of the Demised

Premises except to the extent such default constitutes a continuing default of which Mortgagee or Purchaser had notice and opportunity to cure; or

(c) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), except to the extent such offsets or defenses relate to a continuing default of which Mortgagee or Purchaser had notice and opportunity to cure;

(d) bound by any rent or additional rent which Tenant might have paid for more than the then current month and/or month immediately following the then current month to any prior landlord (including Landlord); provided, however, Tenant may pay operating expenses and taxes on an estimated basis on the terms and conditions set forth in the Lease; or

(e) bound by any agreement or modification of the Lease made without Mortgagee's written consent; provided, however, that Mortgagee's consent shall only be required for agreements and modifications that decrease the rent payable under the Lease, shorten the Term of the Lease, or release any party liable under the Lease; and

(iv) Mortgagee may at any time unilaterally subordinate (or cause to be subordinated) the lien of the Mortgage on the Demised Premises to the Lease.

2. Tenant hereby agrees that upon the Landlord's uncured default under the Mortgage and receipt of Mortgagee's written demand, it will make all payments of rent then and thereafter due to Landlord directly to Mortgagee and not the Landlord or any independent rental agent which Landlord might at any time utilize. Tenant may rely conclusively on such written demand without duty of inquiry of any kind. Without limiting the generality of the foregoing, Tenant shall not be required to determine whether Landlord is in default under the Mortgage or any other loan documents and may disregard any other contrary notice or information provided by Landlord or any other person. Landlord releases Tenant from any liability to Landlord in connection with Tenant's compliance with Mortgagee's written demand hereunder.

3. Tenant hereby agrees that the interest of Landlord in the Lease has been conditionally assigned to Mortgagee and that, until such time as Mortgagee has taken possession of the Demised Premises and exercised its rights under said Mortgage, Mortgagee assumes no duty, liability or obligation whatever under the Lease, or any extension or renewal thereof, by virtue of this Agreement.

4. This Agreement shall be binding upon and shall inure to the benefit of Tenant and Mortgagee and Landlord and their respective successors and assigns, as the case may be.

5. Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms as in the Lease.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, under seal, as of the day and year first written above.

WITNESSES:

TENANT:

Ascend Elements, Inc.

_____

By: _____
Name: Michael O'Kronley
Title: President

WITNESSES:

_____

By: _____
Name: Andrew Aberdale
Title: Treasurer

LANDLORD:

ADG Flanders Road Westborough LLC

_____

By: _____
Eli Levine, Manager

MORTGAGEE:

The Lowell Five Cent Savings Bank

_____

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of May, 2024 before me, the undersigned notary public, personally appeared Michael O'Kronley the President of Ascend Elements, Inc. and proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as _____ of _____ as aforesaid, for its stated purpose.

_____
Notary Public:
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of May, 2024 before me, the undersigned notary public, personally appeared Andrew Aberdale the Treasurer of Ascend Elements, Inc. and proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as _____ of _____ as aforesaid, for its stated purpose.

_____
Notary Public:
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of May, 2024 before me, the undersigned notary public, personally appeared Eli Levine, the Manager of ADG Flanders Road Westborough LLC and proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, as Manager of ADG Flanders Road Westborough LLC as aforesaid, for its stated purpose.

_____
Notary Public:
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of April, 2024 before me, the undersigned notary public, personally appeared _____, _____of The Lowell Five Cent Savings Bank and proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, as _____ of The Lowell Five Cent Savings Bank, for its stated purpose.

_____
Notary Public:
My commission expires:

EXHIBIT A
(*legal description*)

PARCEL ONE — 129-131 Flanders Road:

A certain parcel of land shown on a plan entitled "Plan of Land in Westborough, Mass." dated October 24, 1977, prepared by Allen & Demurjian, Inc., recorded in Plan Book 450, Plan 14, and bounded and described as follows:

NORTHERLY	by Flanders Road by two courses 127.84 feet and 136.16 feet;
EASTERLY	by other land of Wallace Yaffe, et al, Partners, by two courses 566.17 feet and 70 feet;
SOUTHERLY	by other land of Wallace Yaffe, et al, Partners, 427.20 feet; and
WESTERLY	by other land of Wallace Yaffe, et al, Partners, 220 feet and by land of the grantor 545 feet.

PARCEL TWO — 133-137 Flanders Road:

A certain parcel of land shown as Parcel No. 14 on a plan entitled "Plan of Land in Westborough," herein "Plan", dated October 5, 1978 prepared by Allen & Demurjian, Inc., Engineers and Land Surveyors, recorded with Worcester District Registry of Deeds in Plan Book 458, as Plan No. 103, and being more particularly bounded and described according to the Plan as follows:

NORTHERLY	by Flanders Road in two courses, 429.94 feet and 94.01 feet;
EASTERLY	by land now or formerly of Richlen Realty Trust several courses measuring 235.54 feet, 50 feet more or less, 120 feet more or less and 200 feet more or less;
SOUTHWESTERLY	by Parcel No. 10 on said plan, 139 feet more or less;
EASTERLY	by said Parcel 10, 278 feet more or less;
SOUTHEASTERLY	by Parcel No. 12 on said Plan, 199.59 feet;
EASTERLY	by said Parcel No. 12 in several courses, 69.03 feet; 69.96 feet and 196.56 feet;
EASTERLY	by Parcel No. 13A on said Plan, 210 feet;
EASTERLY	again by Parcel No. 13B on said Plan, 624.13 feet;
SOUTHERLY	by Parcel No. 1 on said Plan, 830 feet;

WESTERLY	by Parcel No. 15 on said Plan in two courses, 649.42 feet and 626.24 feet;
SOUTHERLY	by said Parcel No. 15 on said Plan, 338.03 feet;
WESTERLY	by Parcel No. 2B on said Plan in two courses, 156.61 feet and 95.39 feet;
NORTHERLY	by Parcel No. 8 on said Plan, 576.11 feet;
EASTERLY	by Parcel No. 11 on said Plan, 220 feet;
NORTHERLY	by said Parcel No. 11, 427.20 feet;
WESTERLY	by said Parcel No. 11 in two courses, 70 feet and 566.17 feet;

EXHIBIT B

TOTAL CONSTRUCTION

Ascend Westborough Restoration Work

Client: Mark Reardon
Andover Development Associates

Job Name: Ascend Westborough Restoration Work

Reference: Site Walks
Existing Condition Floor Plans

Date: 9/16/2026

		SQ FT 17072
Description	**Total**	**Per Sq Ft**
Division 01 - Design & Construction Control	**$ 25,000.00**	**1.46**
Division 01 - General Conditions	**$ 36,500.00**	**2.14**
Division 01 - General Requirements	**$ 27,280.00**	**1.60**
Division 02 - Demolition	**$ 81,950.00**	**4.80**
Division 02 - Sitework	**$ -**	**0.00**
Division 03 - Concrete	**$ 89,000.00**	**5.21**
Division 04 - Masonry	**$ -**	**0.00**
Division 05 - Metals	**$ -**	**0.00**
Division 06 - Wood & Plastics	**$ -**	**0.00**
Division 07 - Moisture & Dampproof	**$ 10,000.00**	**0.59**
Division 08 - Openings	**$ -**	**0.00**
Division 09 - Finishes	**$ 60,115.00**	**3.52**
Ceilings	$ 27,115.00	1.59
Drywall	$ -	0.00
Flooring	$ -	0.00
Tile	$ -	0.00
Painting	$ 33,000.00	1.93
Division 10 - Specialties	**$ -**	**0.00**
Division 11 - Equipment	**$ 165,000.00**	**9.66**
Division 12 - Furnishings	**$ -**	**0.00**
Division 13 - Special Construction	**$ -**	**0.00**
Division 14 - Conveying Equipment	**$ -**	**0.00**
Division 21, 22, 23 - FP/Plumbing/Mechanical	**$ 128,040.00**	**7.50**
Fire Suppression	$ 29,040.00	1.70
Plumbing	$ 66,000.00	3.87
HVAC	$ 33,000.00	1.93
Division 26 - Electrical	**$ 49,500.00**	**2.90**
Subtotal	**$ 672,385.00**	**39.39**
Permits, Insurance, Overhead	**$ 42,083.46**	**2.47**
Fee	**$ 71,446.85**	**4.19**
Total	**$ 785,915.31**	**46.04**

TOTAL CONSTRUCTION

Date 9/16/2026

						SQ FT 17072
Description	**Quantity**	**Unit Type**		**Cost**	**Total**	**SF Total**
Division 01 - Design & Construction Control						
MEP Design for process piping and power decomissioning	1	Lump		**Cost**	$ 25,000.00	$ 1.46
Division 01 - Design & Construction Control					$ 25,000.00	$ 1.46

Division 01 - General Conditions	**Quantity**	**Unit Type**	**Notes**		**Total**	**PSF**
Construction Administration	10	Weeks		**Cost**	$ 36,500.00	$ 2.14
Project Supervision	10	Weeks				
Division 01 - Design & Construction Control					$ 36,500.00	$ 2.14

Division 01 - General Requirements	**Quantity**	**Unit Type**	**Notes**		**Total**	**PSF**
Printing & Office Supplies	1	Lump		**Cost**	$ 27,280.00	$ 1.60
Temp Fire Extinguishers	2	EA				
Misc Labor	1	Allowance				
Safety Supplies/Equipment	1	Allowance				
Misc. Tools and Supplies	1	Allowance				
Scissor Lift Rental	3	Month				
Construction Clean Up	1	Lump				
Final Clean	1	Lump				
Division 01 - General Requirements Subtotal					$ 27,280.00	$ 1.60

Division 02 - Demolition	**Quantity**	**Unit Type**	**Notes**		**Total**	**PSF**
Demolition				**Cost**	$ 81,950.00	$ 4.80
Demolition of concrete curbing in warehouse space	1	Lot				
Demolition of partitions for specialty storage and lab office space	1	Lot				
Removal and disposal of MEP's made safe cut, capped and dropped to floor in manageable pieces by other trades (all non-salvageable MEP's to be retained by GCS).	1	Lot				
Dumpsters	10	Ea				
Division 01 - Design & Construction Control					$ 81,950.00	$ 4.80

Division 02 - Sitework	**Quantity**	**Unit Type**	**Notes**		**Total**	**PSF**
Sitework				**Allowance**	$ -	$ -
No Scope	0	NIC				
Division 02 - Sitework Subtotal					$ -	$ -

Division 03 - Concrete	**Quantity**	**Unit Type**	**Notes**		**Total**	**PSF**
Concrete				**Cost**	$ 89,000.00	$ 5.21
Mechanically grind, patch, and seal concrete floors to remove existing specialized coating	8900	SF				
Division 03 - Concrete Subtotal					$ 89,000.00	$ 5.21

Division 04 - Masonry	**Quantity**	**Unit Type**	**Notes**		**Total**	**PSF**
CMU				**NIC**	$ -	$ -
No Scope	0	NIC				
Masonry - Brick				**NIC**	$ -	$ -
No Scope	0	NIC				
Division 04 - Masonry Subtotal					$ -	$ -

Division 05 - Metals	**Quantity**	**Unit Type**	**Notes**		**Total**	**PSF**
Structural Steel				**NIC**	$ -	$ -
No Scope	0	NIC				
Division 05 - Metals Subtotal					$ -	$ -

Division 06 - Wood & Plastics	**Quantity**	**Unit Type**	**Notes**		**Total**	**PSF**
Finish Carpentry				**NIC**	$ -	$ -
No Scope	0	NIC				
Casework				**NIC**	$ -	$ -
No Scope	0	NIC				
Division 06 - Wood & Plastics Subtotal					$ -	$ -

Division 07 - Moisture & Dampproof	**Quantity**	**Unit Type**	**Notes**		**Total**	**PSF**
Roofing				**Lump**	$ 10,000.00	$ 0.59
Match roofing penetrations once lab systems are removed	1	Lump				
EIFS				**NIC**	$ -	$ -
No Scope	0	NIC				
Division 07 - Moisture & Dampproof Subtotal					$ 10,000.00	$ 0.59

Division 08 - Openings	Quantity	Unit Type	Notes			Total		PSF
Doors/Frames/Hardware Sets				**NIC**	$	-	$	-
No Scope	0	NIC						
Exterior Glazing				**NIC**	$	-	$	-
No Scope	0	NIC						
Interior Glazing				**NIC**	$	-	$	-
No Scope	0	NIC						
Division 08 - Openings Subtotal					$	-	$	-

Division 09 - Finishes	Quantity	Unit Type	Notes			Total		PSF
Ceilings				**Cost**	$	27,115.00	$	1.59
Patch ACT ceiilngs in lab control room once process piping is demoed	2900	SF						
Drywall/Framing				**NIC**	$	-	$	-
No Scope	0	NIC						
Flooring				**NIC**	$	-	$	-
No Scope	0	NIC						
Tile				**NIC**	$	-	$	-
No Scope	0	NIC						
Painting/Wall Coverings				**Cost**	$	33,000.00	$	1.93
Patch and paint existing walls throughout	1	Lump						
Division 09 - Finishes Subtotal					$	60,115.00	$	3.52

Division 10 - Specialties	Quantity	Unit Type	Notes			Total		PSF
Accessories				**NIC**	$	-	$	-
No Scope	0	NIC						
Signage				**NIC**	$	-	$	-
No Scope	0	NIC						
Division 10 - Specialties Subtotal					$	-	$	-

Division 11 - Equipment	Quantity	Unit Type	Notes			Total		PSF
Rigging				**Cost**	$	165,000.00	$	9.66
Rigging crews and equipment to remove, transport, and dispose of remaining lab equipment	1	Lot						
Division 11 - Equipment Subtotal					$	165,000.00	$	9.66

Division 12 - Furnishings	Quantity	Unit Type	Notes			Total		PSF
Window Treatments				**NIC**	$	-	$	-
No Scope	0	NIC						
Division 12 - Furnishings Subtotal					$	-	$	-

Division 13 - Special Construction	Quantity	Unit Type	Notes			Total		PSF
No Scope	0	NIC		**NIC**	$	-	$	-
Division 13 - Special Construction Subtotal					$	-	$	-

Division 14 - Conveying Equipment	Quantity	Unit Type	Notes		Total	PSF
No Scope	0	NIC		NIC	$ -	$ -
Division 14 - Conveying Equipment Subtotal					$ -	$ -

Division 21, 22, 23 - FP/Plumbing/Mechanical	Quantity	Unit Type	Notes		Total	PSF
Fire Suppression				Cost	$ 29,040.00	$ 1.70
Reconfigure heads in labspace for new open warehouse layout	8800	SF				
Plumbing				Cost	$ 66,000.00	$ 3.87
Plumbing makesafe of all process piping to allow for demolition	1	Lump				
HVAC				Cost	$ 33,000.00	$ 1.93
Mechanical makesafe of specialized equipment to allow for demolition	1	Lump				
Division 21, 22, 23 - FP/Plumbing/Mechanical Subtotal					$ 128,040.00	$ 7.50

Division 26 - Electrical	Quantity	Unit Type	Notes		Total	PSF
Electrical				Cost	$ 49,500.00	$ 2.90
Electrical makesafe of existing power supplies to specialty equipment to allow for demolition	1	Lump				
Decommissioning and demolition of high power equipment for restoration purposes	1	Lump				
Tele / Data				NIC	$ -	$ -
No Scope	0	NIC				
Fire Alarm				NIC	$ -	$ -
No Scope	0	NIC				
Division 26 - Electrical Subtotal					$ 49,500.00	$ 2.90

	Total	SF Total
Subtotal	$ 672,385.00	$ 39.39
Permits, Insurance, Overhead	$ 42,083.46	$ 2.47
Fee	$ 71,446.85	$ 4.19
Total	$ 785,915.31	$ 46.04

Qualifications

Total Construction requires a scope review prior to acceptance of award
Total Construction may require up front deposit prior to ordering certain materials or equipment
Proposal is only good for (10) business days from proposal date due to fluctuations in pricing
It is assumed that this scope will be performed in a single phase during normal hours and will not require delays or deferred work
Hazardous material testing, remediation, or removal is not included U.O.N; hazardous materials include but is not limited to asbestos, lead, mold, and PCBs
A contingency or impact on schedule has not been carried for unforeseen conditions
Unless specifically noted, architectural or mechanical/civil engineering is not included
We assume that there is adequate water pressure and flow to support all new Plumbing and Fire Protection systems from city side utility mains
Utility service, upgrade, or connections are not included
Structural/suspended slab improvements to existing slab is not included
Removal or modifications to existing process heating and/or cooling equipment is not included
All security, A/V, tel/data and furniture work will be performed by the tenants contractor unless otherwise noted
Monument sign, building signage, interior signage, & directional signage are excluded
FFE, including furniture, millwork unless otherwise noted, computers, phones, printers, AV, and/or monitors are excluded
Total Construction reserves the right to retract proposal if final contract type and language cannot be mutually agreed upon
Pricing on items that are not sourced locally may be subject to price increase due to trade tariffs
Pricing based on stipulated sum contract - any changes to this contract type may result in changes in pricing structure
Total Construction is not responsible for any delays caused by The Town, the Local Fire Department, the Local planning board and/or its affiliated members/boards, The State of CT, or any Utility Company/Provider
Total is not responsible for any costs that arise as a result of any Covid-19 related or similar future event(s) procedures or compliance measures imposed or mandated by any local, state, or federal government agency

Total Construction
www.builttotal.com
(781) 974 - 7723

TOTAL CONSTRUCTION

Ascend Westborough Environmental Clean Up

Client: Mark Reardon
Andover Development Associates

Job Name: Ascend WestboroughEnvironmental Clean Up

Reference: Site Walks
Existing Condition Floor Plans

Date: 9/16/2026

		SQ FT 17072
Description	**Total**	**Per Sq Ft**
Division 01 - Design & Construction Control	**$ 234,050.00**	**13.71**
Division 01 - General Conditions	**$ 14,600.00**	**0.86**
Division 01 - General Requirements	**$ 27,280.00**	**1.60**
Division 02 - Demolition	**$ -**	**0.00**
Division 02 - Sitework	**$ -**	**0.00**
Division 03 - Concrete	**$ -**	**0.00**
Division 04 - Masonry	**$ -**	**0.00**
Division 05 - Metals	**$ -**	**0.00**
Division 06 - Wood & Plastics	**$ -**	**0.00**
Division 07 - Moisture & Dampproof	**$ -**	**0.00**
Division 08 - Openings	**$ -**	**0.00**
Division 09 - Finishes	**$ -**	**0.00**
Ceilings	$ -	0.00
Drywall	$ -	0.00
Flooring	$ -	0.00
Tile	$ -	0.00
Painting	$ -	0.00
Division 10 - Specialties	**$ -**	**0.00**
Division 11 - Equipment	**$ -**	**0.00**
Division 12 - Furnishings	**$ -**	**0.00**
Division 13 - Special Construction	**$ -**	**0.00**
Division 14 - Conveying Equipment	**$ -**	**0.00**
Division 21, 22, 23 - FP/Plumbing/Mechanical	**$ -**	**0.00**
Fire Suppression	$ -	0.00
Plumbing	$ -	0.00
HVAC	$ -	0.00
Division 26 - Electrical	**$ -**	**0.00**
Subtotal	**$ 275,930.00**	**16.16**
Permits, Insurance, Overhead	**$ 17,444.22**	**1.02**
Fee	**$ 29,337.42**	**1.72**
Total	**$ 322,711.64**	**18.90**

TOTAL CONSTRUCTION

Date 9/16/2026

							SQ FT 17072
Description	**Quantity**	**Unit Type**		**Cost**		**Total**	**SF Total**
Division 01 - Design & Construction Control							
Evironmental - Testing and Lab Decontamination	1	Lump		**Cost**	**$**	**234,050.00**	**$ 13.71**
Evironmental - Chemical Disposal	1	Lump					
Division 01 - Design & Construction Control					**$**	**234,050.00**	**$ 13.71**

Division 01 - General Conditions	**Quantity**	**Unit Type**	**Notes**			**Total**	**PSF**
Construction Administration	4	Weeks		**Cost**	**$**	**14,600.00**	**$ 0.86**
Project Supervision	4	Weeks					
Division 01 - Design & Construction Control					**$**	**14,600.00**	**$ 0.86**

Division 01 - General Requirements	**Quantity**	**Unit Type**	**Notes**			**Total**	**PSF**
Printing & Office Supplies	1	Lump		**Cost**	**$**	**27,280.00**	**$ 1.60**
Temp Fire Extinguishers	2	EA					
Misc Labor	1	Allowance					
Safety Supplies/Equipment	1	Allowance					
Misc. Tools and Supplies	1	Allowance					
Scissor Lift Rental	3	Month					
Construction Clean Up	1	Lump					
Final Clean	1	Lump					
Division 01 - General Requirements Subtotal					**$**	**27,280.00**	**$ 1.60**


TOTAL
CONSTRUCTION

	Total	SF Total
Subtotal	$ 275,930.00	$ 16.16
Permits, Insurance, Overhead	$ 17,444.22	$ 1.02
Fee	$ 29,337.42	$ 1.72
Total	$ 322,711.64	$ 18.90

Qualifications

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Hazardous material testing, remediation, or removal is not included U.O.N; hazardous materials include but is not limited to asbestos, lead, mold, and PCBs
A contingency or impact on schedule has not been carried for unforeseen conditions
Unless specifically noted, architectural or mechanical/civil engineering is not included
We assume that there is adequate water pressure and flow to support all new Plumbing and Fire Protection systems from city side utility mains
Utility service, upgrade, or connections are not included
Structural/suspended slab improvements to existing slab is not included
Removal or modifications to existing process heating and/or cooling equipment is not included
All security, A/V, tel/data and furniture work will be performed by the tenants contractor unless otherwise noted
Monument sign, building signage, interior signage, & directional signage are excluded
FFE, including furniture, millwork unless otherwise noted, computers, phones, printers, AV, and/or monitors are excluded
Total Construction reserves the right to retract proposal if final contract type and language cannot be mutually agreed upon
Pricing on items that are not sourced locally may be subject to price increase due to trade tariffs
Pricing based on stipulated sum contract - any changes to this contract type may result in changes in pricing structure
Total Construction is not responsible for any delays caused by The Town, the Local Fire Department, the Local planning board and/or its affiliated members/boards, The State of CT, or any Utility Company/Provider
Total is not responsible for any costs that arise as a result of any Covid-19 related or similar future event(s) procedures or compliance measures imposed or mandated by any local, state, or federal government agency

INVOICE

Optimum HVAC
37 Peacham Ave
Dracut, MA 01826

kbell@optimumhvac.us
+1 (978) 358-3905

Bill to
Eli Levine
ADG Flanders Rd Westborough LLC
23 Kenilworth St.
Andover, MA 01810

Invoice details
Invoice no.: 2240
Terms: Net 30
Invoice date: 08/21/2026
Due date: 09/20/2026

Job Site: 133 Flanders - Ascend

Description	Qty	Rate	Amount
Re: New RTU W/P 8/1/2026 J/R 2438			
Installed new 10-ton Trane high efficiency rooftop unit with curb adapter.			
As per proposal	1	$45,672.00	$45,672.00
	Total		**$45,672.00**

EXHIBIT C

NORTON ROSE FULBRIGHT

August 25, 2026

Via Email: ttavenner@dfllp.com

ADG Flanders Westborough LLC
c/o Thomas W. Tavenner, Jr., Esq.
Dalton & Finegold, LLP
34 Essex Street
Andover, MA 01810

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932

RYAN E. MANNS
Partner

Direct line +1 214 855 8304
ryan.manns@nortonrosefulbright.com

Re: *In re Ascend Elements, Inc.*, Case No. 26-90440 (CML) (Bankr. S.D. Tex.) (the "Chapter 11 Cases"); Lease of 133 Flanders Road, Westborough, Massachusetts 01581

Dear Mr. Tavenner:

We write on behalf of Ascend Elements, Inc. ("Ascend") and its affiliated debtors (collectively with Ascend, the "Debtors") in response to the email correspondence sent by you, as counsel to ADG Flanders Westborough LLC (the "Landlord"), and by the Landlord's representatives on August 20 – 22, 2026. In those emails, you alleged in substance that (i) the Debtors caused a buyer of estate assets to take postpetition actions giving rise to administrative claims in the Debtors' chapter 11 cases, (ii) the Debtors or parties acting on their behalf engaged in unlawful and destructive conduct at the Premises, and (iii) the Debtors are otherwise acting in violation of law. We write to reiterate that those characterizations are incorrect and the Debtors categorically reject them. Specifically, as set forth more fully below (i) the Debtors have complied with both applicable law and the terms of Lease as it pertains to yielding the Premises, including the Debtors' removal of personal property from the Premises and completion of any environmental remediation and (ii) the Landlord's conduct – including its agents' threats directed at individuals present at the Premises on behalf of the Debtors – is unacceptable, unproductive, and constitutes a violation of the automatic stay.

Reference is made to that certain *Lease*, dated April 22, 2024, by and between the Landlord and Ascend (the "Lease"), for the lease of the Premises (as defined therein). Pursuant to the *Fifth Notice of Rejection of Certain Executory Contracts and Unexpired Leases (and the Abandonment of Property)* [Docket No. 654],[1] the Debtors have rejected the Lease effective as of August 31, 2026 and intend to abandon certain personal property described in Schedule 1 of the *Fifth Notice*.

As set forth in our correspondence to you on August 20, 2026, pursuant to the *Order (I)(A) Establishing Procedures for the Sale, Transfer, and Abandonment of De Minimis Assets, Free and Clear of Liens, Claims, Interests, and Encumbrances; (B) Approving Procedures to Assume and Assign Executory Contracts and Unexpired Leases; and (II) Granting Related Relief* [Docket No. 532] and the *Notice of De Minimis Transaction Pursuant to De Minimis Asset Procedures Order* [Docket No. 590], the Debtors sold certain "Acquired Assets" (as defined in the Bill of Sale attached to the *Notice*) (the "De Minimis Sale") to BatteryRecycle LLC, a Wyoming limited liability company (the "Buyer"). Certain of those Acquired Assets are located at the Premises. The Buyer's

[1] All docket references are to entries in the jointly administered docket of the Chapter 11 Cases.

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presence at the Premises and its removal of the Debtors' assets are therefore court-authorized activities.

After the closing of the De Minimis Sale, the Buyer (acting in coordination with the Debtors) began removing certain personal property from the Premises. In addition, the Debtors have engaged Triumvirate Environmental, a professional environmental services firm, to inspect, clean, and, if appropriate, decontaminate and dispose of any Hazardous Materials (as defined in the Lease) from the Premises by August 31st. Contrary to the assertions made by the Landlord, the Buyer's removal of the personal property and other conduct adheres to Ascend's obligations under Lease § 7.8 and satisfies Ascend's obligation to "peaceably yield up the Premises clean and in good order, repair and condition . . . ." Furthermore, we reiterate that to our knowledge, (i) no copper has been stripped or removed from the Premises, (ii) no hazardous materials have been poured down any drains, and (iii) the Debtors are in compliance with their obligations under the Lease and applicable law.

Notwithstanding the Debtors' good-faith efforts to comply with the Lease, the Landlord's agents have engaged in conduct that is counterproductive. Since our phone call on August 21, 2026, we have received reports that Mr. Reardon, the Landlord's representative, has acted aggressively and made threatening statements toward Mr. Schoch (i.e., claiming that Mr. Schoch will be held personally liable for the condition of the Premises), who is present at the Premises on behalf of the Debtors to facilitate the orderly exit from the Premises. Moreover, we have been informed that the Landlord's representatives communicated to the Buyer that it could take anything it wants from the Premises because otherwise the Landlord would be left removing whatever remained — a communication that, if accurate, directly contributed to the very confusion the Landlord has asserted.

This conduct is inconsistent with the Landlord's obligations under the Lease and under federal bankruptcy law. Pending the effective date of the Debtors' confirmed chapter 11 plan, the automatic stay remains in effect with respect to Ascend and the other Debtors. *See* 11 U.S.C. § 362. Following the effective date, the injunction established by Article XIII.G of the confirmed plan will apply, among other provisions that are binding on all creditors. *See* 11 U.S.C. § 1141. Threatening Ascend or those present at the Premises on its behalf with legal action, or otherwise interfering with the transition of property at the Premises under the court-authorized De Minimis Sale, constitutes a violation of the automatic stay. As we advised you in our email correspondence of August 22, 2026, violations of the automatic stay or plan injunction may result in the imposition of sanctions and other consequences under applicable law. The Debtors reserve all rights to seek appropriate relief in the Bankruptcy Court – including damages, costs, and attorneys' fees – for any violation of the automatic stay or plan injunction, as applicable, arising from the Landlord's conduct or that of its agents and representatives.

The Debtors remain committed to fulfilling their obligations under the Lease in an orderly and lawful manner. Notwithstanding the foregoing, we hope that we can continue to work constructively together to facilitate the Debtors' orderly exit from the Premises and the termination of the Lease. We are available to discuss at your convenience.

NORTON ROSE FULBRIGHT

Very truly yours,

Ryan E. Manns

Ryan E. Manns

RM:nc

Creditor: (13492979) ADG FLanders Road Westborough LLC **(ADMINISTRATIVE)** c/o Thomas H. Curran Associates, LLC 15 Broad Street, Suite 610 Boston, MA 02109	**Claim No: 21** *Original Filed Date*: 09/21/2026 *Original Entered Date*: 09/21/2026	*Status:* *Filed by:* CR *Entered by:* Thomas H Curran *Modified:*
Admin claimed: $1154298.95		

History:

Details	21-1	09/21/2026	Claim #21 filed by ADG FLanders Road Westborough LLC, Admin claimed: $1154298.95 (Curran, Thomas)

Description: (21-1) Administrative Expense Claim under 11 U.S.C. §§ 365(d)(3), 503(b)(1)(A), and 507(a)(2)

Remarks: