

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

SUPERIOR COURT
BUSINESS LITIGATION SESSION

HOOD PARK LLC,)
)
Plaintiff,)
)
v.) Civil Action No. _____
)
PIAGGIO FAST FORWARD, INC.,)
)
and)
)
PIAGGIO GROUP AMERICAS, INC.,)
)
Defendants.)
_____)

COMPLAINT

Plaintiff Hood Park LLC (“Hood”) brings this complaint against defendants Piaggio Fast Forward, Inc. (“PFF”) and Piaggio Group Americas, Inc. (“PGA” and with PFF, the “Defendants”) for breach of contract, breach of the guaranty, breach of the implied covenant of good faith and fair dealing, declaratory judgment, fraudulent misrepresentation, and violation of Mass. Gen. Laws Chapter 93A and states as follows:

PARTIES

1. Plaintiff Hood is a limited liability company formed under the laws of the Commonwealth of Massachusetts with a principal place of business at 6 Kimball Lane, Lynnfield, Massachusetts.

2. Defendant PFF is a corporation formed under the laws of the State of Delaware with a principal place of business at 52 Roland Street, Boston, Massachusetts.

3. Defendant PGA is a corporation formed under the laws of Delaware with a principal place of business at 860 Washington Street, 9th Floor, New York, New York.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this dispute pursuant to Mass. Gen. Laws c. 212, §§ 3, 4 because this complaint seeks damages in excess of \$25,000, exclusive of interest and attorneys' fees.

5. This Court has personal jurisdiction over Defendant PFF pursuant to Mass. Gen. Laws c. 223A, §§ 2, 3, because, among other reasons, it maintains a principal place of business in the Commonwealth of Massachusetts and regularly conducts business in the Commonwealth.

6. This Court has personal jurisdiction over Defendant PGA pursuant to Mass. Gen. Laws c. 223A, § 3, because, among other reasons, the claims asserted herein arise directly out of business which PGA has transacted in the Commonwealth and because PGA has irrevocably and unconditionally submitted itself to personal jurisdiction in the Commonwealth concerning, among other things, the claims and contractual arrangements at issue in this matter.

7. Venue is proper in this Court under Mass. Gen. Laws c. 223, § 1 and under Superior Court Administrative Directive 17-1.

FACTUAL ALLEGATIONS

8. PFF entered into a lease (the "Lease") with Hood, effective June 30, 2022, for the commercial space at 570 Rutherford Avenue, Charlestown, Massachusetts (the "Premises"). PFF entered into the Lease without any condition precedent or other pre-condition to its effectiveness or enforceability. A true and accurate copy of the Lease is appended hereto as Exhibit A.

9. Contemporaneously with PFF entering into the Lease, PGA executed its guaranty (the "Guaranty") of PFF's obligations under the Lease also without condition precedent or other pre-condition to the Guaranty's effectiveness or enforceability. A true and accurate copy of the fully executed Guaranty is appended hereto as Exhibit B.

10. Prior to entering into the Lease with PFF, the Premises were leased by Bunker Hill Community College ("BHCC"). BHCC's lease was not scheduled to expire until January 21, 2025. On June 9, 2022, to accommodate PFF's interest in leasing the Premises, BHCC and Hood Park, LLC ("Hood" or the "Landlord") entered into the third amendment to BHCC's lease by which Hood agreed to allow BHCC to terminate its lease when Hood "enters into a written lease agreement with a third-party tenant..." for the Premises (the "Termination Agreement"). Defendants were aware of the Termination Agreement. In fact, the Lease contains language specifically referring to "Existing Tenant under a written lease which is scheduled to expire and terminate on or about June 30, 2022..." In reliance on having entered into a written lease agreement with PFF (i.e., the Lease), Hood terminated the lease with BHCC.

11. After the Lease had been finalized but prior to the execution of the Lease, Steele Divitto, Defendants' agent and commercial real estate broker informed Tim Bianchi, Hood's commercial real estate broker, that due to what was described as an accounting issue with PFF's parent entity, PFF needed to have the right to terminate the seven-year Lease after four years but represented that this would not be a material change to the Lease as the terms of the termination clause would make Hood whole. Specifically, Mr. Divitto represented that the terms of the termination clause (the "Termination Clause") would be:

We give you 4 full years and if terminated we pay the remaining 3 years immediately upon notice.

12 months prior written notice.

12. Based on the above-described terms, Hood agreed to the Termination Clause which the parties agreed would be entered into after the Lease was executed as the first amendment to the Lease. Specifically, on June 30, 2022, Mr. Divitto forwarded on to Mr. Bianchi the following from Brian Davis, PFF's Chief Operations Officer:

Just showed your text to Greg. (FYI...Greg is CEO Greg Lynn.) I think sign and amend will work

13. There was never any discussion or agreement between PFF and Hood that the Lease would be contingent upon an agreement on the Termination Clause. Indeed, in response to inquiries from Mr. Bianchi regarding exchanging signature pages to the Lease, Mr. Divitto assured Mr. Bianchi that efforts were being made to get the Lease executed and forwarded an email from Mr. Davis stating that PFF was ready to sign the lease without mention of any condition precedent or contingency of any kind and blamed the delay on a PGA board member being in the hospital:

Tim,

Please pass along the note below from PFF's COO to Chris.
Pulling all oars to get this signed.

Signature request is sitting in Greg's inbox. Once we get the green light from BOD, and Greg can sign, I will get it over to you immediately.

Appreciate your teams' hard work and we are thrilled to get this finalized.

All the best,
Steele

Begin forwarded message:

From: Brian Davis <brian.davis@piaggiofastforward.com>
Date: July 1, 2022 at 1:43:05 PM EDT

To: Steele Divitto <steele@steelegroup.co>
Subject: Hood Park Lease

Steele,

PFF is ready to sign the lease but our CEO (Greg Lyn) needs final approval from the PG board of directors prior to putting pen to paper. Greg is actively working with the BOD to gain all of those signatures. **Though this sounds like "the dog ate my lunch" issue. The PG CEO is in the hospital having broken his femur. We were hoping to get his and the rest of the board's signature by EOD today but it looks like we will need a little more time. Greg is sure he will have the approval by Monday morning the latest, and likely some time during the weekend.** As soon as he gets the go ahead he is ready to sign. **I know that this is not ideal for all involved but be assured that the project is a "GO" all the way to the CEO of the PG group.** Some of their BOD toured the facility this week. They liked what they saw, love the program and are excited for PFF to be in our own building where we can grow and advance our product lines. This is a big step for PFF and the parent organization is fully supportive of the plan.

It is the paperwork process that is delaying us.

I will be in contact with Greg throughout the weekend and will be ready to act as soon as he is given approval. (emphasis added)

14. On July 5, 2022, Greg Lynn forwarded his signature page to the Lease to Mr. Davis without note or qualification of any kind. Mr. Davis forwarded the signature page to Mr. Divitto but added in his email the unexplained phrase: “contingent on agreement on termination clause.” Thereafter, Mr. Divitto forwarded the signature page on to Mr. Bianchi. At no point, prior to the parties exchanging signature pages, was Hood made aware that the Lease was purportedly “contingent on agreement on termination clause” nor did Hood agree to amend the Lease to add this purported contingency. With signature pages executed and exchanged and the Lease by its terms effective as of June 30, 2022, the Lease was fully executed and constitutes a binding agreement between Hood and PFF.

15. Mr. Divitto also forwarded the signature page to the Guaranty on to Mr. Bianchi. At no point prior to the provision of PGA's signature page to the Guaranty was Hood made aware that the Guaranty was purportedly "contingent on agreement on termination clause" nor did Hood agree to amend the Guaranty to add this purported contingency. The Guaranty was, therefore, fully executed and constitutes a binding agreement between Hood and PGA.

16. On July 7, 2022, Hood's counsel circulated to Defendants' agent and broker, Steele Divitto, the "fully executed Lease Agreement between Hood Park LLC and Piaggio Fast Forward Inc. and the Guaranty of Lease executed by Piaggio Group Americas Inc." Mr. Divitto did not object to the statement that both the Lease and the Guaranty were fully executed nor did Defendants' agent assert that the execution of either the Lease or the Guaranty remained subject to any contingency of any kind. A true and accurate copy of the July 7, 2022 email and attachments is appended hereto as Exhibit C.

17. In addition, in the July 7, 2022 email, Hood's counsel stated that the parties "will follow up in the First Amendment to the Lease and the Security Deposit next week." Again, Defendants' agent did not respond or object to the assertion that the parties were negotiating a form of an amendment to a fully executed and enforceable Lease which would memorialize the agreement to the terms of the Termination Clause nor did the Defendants' agent object to the assertion that the Security Deposit, due upon execution of the Lease, was now in fact due to Hood.

18. On July 13, 2022, Hood's counsel again confirmed the agreement to the terms of the requested Termination Clause and circulated a proposed draft of the First Amendment which draft was based on and consistent with the agreed-upon language provided by PFF on July 5, 2022. Therefore, even on Defendants' baseless argument that the Lease and Guaranty were

somehow “contingent on agreement on termination clause”, both were in full force and effect because an agreement on the Termination Clause had been reached and the purported condition precedent had been met. A true and accurate copy of the July 13, 2022 e-mail is appended hereto as Exhibit D.

19. On or about July 14, 2022, Mr. Divitto, Defendants’ agent and broker, issued an invoice for his commission which invoice specifically noted that his commission was “due on lease execution” and was to be paid net 30 days on August 13, 2022; a further clear confirmation from Defendants’ agent that the Lease had been executed and was a binding agreement with no remaining contingencies.

20. Throughout July and into August 2022, PFF began to perform certain of its obligations under the Lease by repeatedly visiting the Premises to undertake the design work for tenant improvement which PFF was required to complete within 90 days of the execution of the Lease and proceeded to negotiate the terms of a letter of credit for the security deposit required under the Lease which letter of credit Mr. Divitto stated would be imminently provided to Hood.

21. On July 27, 2022, Mr. Divitto circulated revisions to the July 13, 2022 draft of the first amendment to the Lease memorializing the agreement on the Termination Clause. However, these revisions purported to change the previously agreed-upon terms, including allowing PFF to make monthly installment payments of the final three years of the Lease rather than the agreed-upon single, lump sum payment. In response, Hood’s counsel informed Mr. Divitto that this proposed, unilateral change to the parties’ agreement on the Termination Clause was not acceptable.

22. On August 2, 2022, Mr. Davis emailed Mr. Divitto and stated that he was “[g]etting hammered on this side regarding the paying monthly vs pay in full at the time of

termination how do we get closure.” Mr. Divitto forwarded this message on to Mr. Bianchi to inquire if Hood would agree to this change in the agreed-upon terms for the Termination Clause. However, at no point did either Mr. Divitto or Mr. Davis assert that the Lease was not binding, nor did they assert that there was any unmet contingency to the Lease or the Guaranty.

23. Finally, on August 18, 2022, to the admitted shock of both Mr. Divitto and Hood, Mr. Davis asserted that PFF was “withdrawing from negotiations with respect to the Lease” and asserted two reasons for this decision:

(i) the actual quote for the construction in the building is more than double the estimate that we received at the commencement of our negotiations and (ii) it has become clear that we are not going to arrive at mutually agreeable terms and conditions of an amendment to the lease covering early termination by the Tenant.

A true and accurate copy of Mr. Davis’ August 18, 2022 email is appended hereto as Exhibit E.

24. There was never any discussion of or agreement to condition enforceability of the Lease on favorable construction costs for PFF. It is apparent, however, that PFF’s unhappiness with the cost for the construction of PFF’s current design for the tenant improvements for this project best explains this pretextual attempt to “withdraw” from the Lease on the bad faith assertion of nonexistent condition precedents and on the false assertion that the parties have not already reached an agreement on the Termination Clause.

25. On August 23, 2022, Hood’s counsel wrote to Defendants stating that:

Landlord is in receipt of that certain email correspondence dated August 18, 2022 from Brian Davis, Chief Operations Officer of Tenant, attempting to terminate the Lease citing, as reasons, the cost of construction and the failure of the parties to agree upon the terms of an amendment to the Lease. Be advised that there are no provisions in the Lease giving Tenant the right to terminate the Lease for such reasons (or any other reason relevant to the circumstances), therefore, Tenant’s attempt to terminate the Lease is without any legal basis or right. Accordingly, Landlord hereby

rejects such unfounded attempt to terminate the Lease and advises Tenant that the Lease is a binding contract which Landlord intends to enforce.

A true and accurate copy of the August 23, 2022 letter (the “Response Letter”) is appended hereto as Exhibit F.

26. In the Response Letter, Hood’s counsel further informed Defendants that Hood remained willing to continue to negotiate the final form, based on the “terms and conditions articulated in email and/or text exchanges between the respective brokers at the time of execution and delivery of the Lease and Guaranty (which included, among other things, a lump sum payment of all rent due for the remainder of the term following the termination date)” of the first amendment to the Lease. However, Hood’s counsel reminded Defendants that “whether or not such negotiations proceed or an amendment to Lease is ultimately executed has no bearing whatsoever on the effectiveness or enforceability of the Lease and Guaranty.”

27. In addition, in the Response Letter, Hood’s counsel advised Defendants that if PFF fails to perform its obligations under the Lease and PGA fails to perform its obligations under the Guaranty, Hood reserved all rights and remedies, including but not limited to seeking the recovery of: (i) the Fixed Rent due through the end of the term of the Lease of \$15,011,976.00; (ii) additional rent for operating expenses and taxes; (iii) brokers’ commissions; and (iv) other incurred and/or suffered costs, expenses and damages including the losses arising out of the early termination of the BHCC lease to accommodate PFF’s tenancy.

28. Finally, in the Response Letter, Hood’s counsel informed Defendants that PFF was in breach of the Lease for failing to deliver the long-promised \$493,815.00 Security Deposit under the Lease in the form of a letter of credit and demanded the immediate delivery of the Security Deposit.

29. On August 29, 2022, Defendants' counsel responded (the "August 29 Letter") to the Response Letter and asserted that Defendants had unilaterally created an additional contingency term to both agreements that effectiveness and enforceability of both agreements were subject to the parties reaching an agreement on the first amendment to the Lease. However, Defendants' counsel did not assert any rationale as to why the parties could not simply enter into a first amendment to the Lease consistent with the already agreed-upon terms of the Termination Clause nor did Defendants' counsel explain why Defendants were now declaring that no agreement could possibly be reached on the form of the first amendment. Defendants' counsel also failed to provide any evidence that Hood had agreed to this purported contingency term. A true and accurate copy of the August 29 Letter is appended hereto as Exhibit G.

30. On September 2, 2022, Hood's counsel responded (the "September 2 Letter") to the August 29 Letter and presented PFF a form of a first amendment to the Lease for execution. The proffered form of first amendment to the Lease was again consistent with the original, agreed-upon terms of the Termination Clause. In addition, the September 2 Letter offered PFF a final opportunity to cure PFF's breach of the Lease by providing Hood the required letter of credit for the Security Deposit. The September 2 Letter specifically offered Defendants:

although by no means a condition precedent to the enforceability of the Lease, the parties had previously reached an agreement on the terms of the termination clause and needed only to memorialize that agreement in the form of a first amendment to the Lease. To that end, please find attached hereto, a first amendment to the Lease which memorializes the parties' agreement on the termination clause. Please have your client execute and return this amendment. In addition, please also provide the letter of credit for the Security Deposit under the Lease as your client is now in breach of the Lease for failing to provide the required Security Deposit. With these two steps taken, Hood will understand that PFF has reaffirmed its intention to perform its obligations under the Lease.

A true and accurate copy of the September 2 Letter is appended hereto as Exhibit H.

31. On September 15, 2022, Defendants' counsel responded to the September 2, 2022 Letter and Hood's offer to permit PFF to cure with a series of false statements (including certain false assertions regarding Hood's lender) and refused to take the offered steps to cure PFF's breaches of the Lease. A true and accurate copy of the September 15, 2022 Letter is appended hereto as Exhibit I.

COUNT I
Breach of Lease
(Against PFF)

32. Hood realleges and incorporates herein by reference all of the preceding paragraphs as though set forth fully herein.

33. Hood and PFF entered into the Lease, a valid and enforceable written contract which by its express terms became effective on June 30, 2022, and which is supported by adequate consideration and constitutes a valid contract.

34. Hood has fully performed the obligations imposed, to date, by the Lease.

35. As set forth more fully above, PFF has breached the Lease by failing to provide the Security Deposit when required to do so by the Lease and by failing to and affirmatively refusing to perform the Lease in anyway including but not limited to by ceasing its efforts to plan and design the tenant improvements required under the Lease and by stating PFF's intention to refuse to make any of the payments due to Hood under the terms of the Lease.

36. PFF's breaches are knowing and willful.

37. PFF has been provided an opportunity to cure its breaches of the Lease but has refused to cure its breaches and continues to refuse to perform its duties and obligations under the Lease.

38. As a result of PFF's conduct, as described more fully above, PFF is in breach of the Lease.

39. As a direct and consequential result of PFF's breaches of the Lease, Hood has been damaged in an amount to be determined at trial, which amounts include, but are not limited to: (i) the fixed, base rent under the Lease of \$15,011,976.00; (ii) additional rent, including taxes and operating costs, of not less than \$6,660,102.79; (iii) the lost rental payments for the BHCC Lease of not less than \$2,270,910.70; (iv) brokers' commissions of not less than \$888,867.00; and (v) attorneys' fees, interest and costs for total damages to Hood of not less than \$24,831,856.49.

COUNT II
Breach of the Guaranty
(Against PGA)

40. Hood realleges and incorporates herein by reference all of the preceding paragraphs as though set forth fully herein.

41. Hood and PGA entered into the Guaranty, a valid and enforceable written contract which by its express terms became effective on June 30, 2022 and which is supported by adequate consideration and constitutes a valid contract.

42. Hood has fully performed the obligations imposed, to date, by the Guaranty.

43. Under the express terms of the Guaranty, in order to induce Hood to enter into the Lease with PFF, PGA unconditionally guaranteed the payment and performance of and agreed to pay and perform as a primary obligor all liabilities, obligations and duties (including, but not limited to, payment of rent) imposed upon PFF under the terms of the Lease, as if PGA had executed the Lease as tenant thereunder.

44. PGA's obligations under the Guaranty are direct, unconditional and irrevocable.

45. As described more fully above, PFF has breached its obligations and duties under the Lease.

46. As set forth more fully above, PGA, without cause or defense, has failed to perform the terms of the Guaranty and has, therefore, breached the Guaranty by failing to pay and perform as a primary obligor all liabilities, obligations and duties imposed upon PFF under the terms of the Lease.

47. PGA's breaches are knowing and willful.

48. PGA has been provided an opportunity to cure its breaches of the Guaranty but has refused to cure its breaches and continues to refuse to perform its duties and obligations under the Guaranty.

49. As a direct and consequential result of PGA's breaches of the Guaranty, Hood has been damaged in an amount to be determined at trial, which amounts include, but are not limited to: (i) the fixed, base rent under the Lease of \$15,011,976.00; (ii) additional rent, including taxes and operating costs, of not less than \$6,660,102.79; (iii) the lost rental payments for the BHCC Lease of not less than \$2,270,910.70; (iv) brokers' commissions of not less than \$888,867.00; and (v) attorneys' fees, interest and costs for total damages to Hood of not less than \$24,831,856.49.

COUNT III
Breach of the Implied Covenant of Good Faith and Fair Dealing
(Against both Defendants)

50. Hood realleges and incorporates herein by reference all of the preceding paragraphs as though set forth fully herein.

51. As a matter of law, the Lease and the Guaranty each contain and incorporate an implied covenant of good faith and fair dealing.

52. Defendants, as set forth above, have undertaken a course of action including, but not limited to (i) waiting until Hood had terminated the BHCC lease to seek the Termination Clause; (ii) deceiving Hood as to the imminent provision of the Security Deposit; and (iii), seeking to “withdraw” from the binding Lease and the Guaranty based on a false and pretextual claim of a failure to meet a non-existent condition precedent which either taken alone or together evidence a wider scheme that violate the covenant of good faith and fair dealing in both the Lease and the Guaranty.

53. As a direct and proximate result of Defendants’ breach of the implied covenant of good faith and fair dealing, Hood has suffered damages in an amount to be determined at trial but not less than, as described above, \$24,831,856.49.

COUNT IV
Declaratory Judgment – Mass. Gen. Laws. c. 231A, §1
(Against Both Defendants)

54. Hood realleges and incorporates herein by reference all of the preceding paragraphs as though set forth fully herein.

55. PFF entered into the Lease without any condition precedent or other pre-condition to its effectiveness or enforceability. In addition, PGA executed its Guaranty of PFF’s obligations under the Lease also without condition precedent or other pre-condition to the Guaranty’s effectiveness or enforceability.

56. Hood is entitled to a declaration that PFF entered into the Lease, a valid and enforceable written contract which by its express terms became effective June 30, 2022, which is supported by adequate consideration and constitutes a valid contract.

57. Hood is entitled to a declaration that PGA entered into the Guaranty, a valid and enforceable written contract which by its express terms became effective June 30, 2022, which is supported by adequate consideration and constitutes a valid contract.

COUNT V
Fraudulent Misrepresentation
(Against Both Defendants)

58. Hood realleges and incorporates herein by reference all of the preceding paragraphs as though set forth fully herein.

59. As set forth herein, Defendants knowingly and intentionally made material misrepresentations and omissions to Hood and its agents including (i) waiting until Hood had terminated the BHCC lease to seek the Termination Clause; (ii) deceiving Hood as to the imminent provision of the Security Deposit; and (iii), seeking to “withdraw” from the binding Lease and the Guaranty based on a false and pretextual claim of a failure to meet a non-existent condition precedent.

60. Defendants’ material misrepresentations and omissions were known by the Defendants to be false and misleading when made and were made by Defendants to fraudulently induce Hood to terminate the BHCC lease, in order to commercially extort Hood into granting benefits and commercial concessions to which the Defendants are not otherwise entitled for the Defendants’ benefit and to Hood’s detriment.

61. Defendants’ actions were performed knowingly and intentionally, in bad faith, and with malice.

62. As set forth more fully herein, Defendants’ actions were accomplished through improper means and for an improper motive.

63. As a result of Defendants' actions, Hood has incurred and continues to incur significant damages in an amount to be determined at trial but not less than, as described above, \$24,831,856.49.

COUNT VI
M.G.L. C. 93A – Unfair and Deceptive Trade Practices
(Against Both Defendants)

64. Hood realleges and incorporates herein by reference all of the preceding paragraphs as though set forth fully herein.

65. At all times relevant, Defendants have been engaged in trade or commerce within the meaning of M.G.L.C. 93A, § 1 et seq. PFF's principal place of business is in the Commonwealth of Massachusetts and Defendants have done business with Hood in the Commonwealth of Massachusetts including by soliciting and inducing Hood to enter into the Lease and Guaranty with Defendants. The relevant events occurred primarily and substantially in the Commonwealth of Massachusetts and the Premises governed by the Lease are in the Commonwealth of Massachusetts.

66. Defendants have willfully and knowingly violated, in whole or in part, the provisions of G.L. c. 93A § 2, which makes it unlawful to engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.

67. Defendants' actions as described more fully above, including (i) waiting until Hood had terminated the BHCC lease to seek the Termination Clause; (ii) deceiving Hood as to the imminent provision of the Security Deposit; and (iii), seeking to "withdraw" from the binding Lease and the Guaranty based on a false and pretextual claim of a failure to meet a non-existent condition precedent constitute unfair and deceptive acts and practices in the conduct of

trade or commerce in violation of Mass. Gen. Laws ch. 93A, §2, *et seq.*, and are actionable under §11.

68. As a direct and proximate result of such unfair and deceptive acts and practices, Hood has suffered and continues to suffer damages, in an amount to be determined at trial but not less than, as described above, \$24,831,856.49. Hood is further entitled to multiple, including up to treble, damages and reasonable attorneys' fees in an amount to be determined at trial.

PRAYERS FOR RELIEF

WHEREFORE, Hood requests that the Court enter the following relief:

(a) That the Court enter judgment in favor of Hood and against Defendants on all Causes of Action in the Complaint;

(b) That the Court award to Hood its damages, with interest in the maximum amount allowed by law, in an amount to be determined at trial but not less than, as described above, \$24,831,856.49, and all expenses incurred in collection, including reasonable attorneys' fees;

(c) That the Court award to Hood damages in an amount of up to three times its actual damages, plus interest, costs and attorneys' fees pursuant to M.G.L. c. 93A;

(d) That the Court award to Hood recovery of its costs concerning this action, including attorneys' fees. and

(e) Award such other relief as this Court deems just and equitable.

PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

Respectfully submitted,

HOOD PARK LLC,

By its attorneys,

Dated: September 28, 2022

/s/ Jeffrey E. Francis
Jeffrey E. Francis, BBO No. 639944
jfrancis@pierceatwood.com
Nicholas L. Anastasi, BBO No. 703171
nanastasi@pierceatwood.com
Tel: (617) 488-8100
PIERCE ATWOOD LLP
100 Summer Street
Boston, Massachusetts 02110

EXHIBIT A

LEASE

LANDLORD: Hood Park LLC, a Massachusetts limited liability company

TENANT: Piaggio Fast Forward, Inc., a Delaware corporation

PREMISES: Hood Park, Charlestown, Massachusetts

DATED: As of June 30, 2022

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INITIAL TERM: Eighty-Seven (87) full calendar months commencing on the Commencement Date and expiring on the last day of the Eighty-Seventh (87th) full calendar month following the Commencement Date (the “Expiration Date”).

RENT COMMENCEMENT DATE: The Ninety-Third (93rd) day following the Commencement Date.

FIXED RENT:

Commencing on the Rent Commencement Date and through the last day of the twelfth (12th) full calendar month following the Rent Commencement Date – \$1,975,260.00 per annum (\$35.00 per rentable square foot of the Demised Premises) payable in equal monthly installments of \$164,605.00;

Commencing on the first (1st) day of the thirteenth (13th) full calendar month following the Rent Commencement Date and through the last day of the twenty-fourth (24th) full calendar month following the Rent Commencement Date - \$2,031,696.00 per annum (\$36.00 per rentable square foot of the Demised Premises) payable in equal monthly installments of \$169,308.00;

Commencing on the first (1st) day of the twenty-fifth (25th) full calendar month following the Rent Commencement Date and through the last day of the thirty-sixth (36th) full calendar month following the Rent Commencement Date - \$2,088,132.00 per annum (\$37.00 per rentable square foot of the Demised Premises) payable in equal monthly installments of \$174,011.00;

Commencing on the first (1st) day of the thirty-seventh (37th) full calendar month following the Rent Commencement Date and through the last day of the forty-eighth (48th) full calendar month following the Rent Commencement Date - \$2,144,568.00 per annum (\$38.00 per rentable square foot of the Demised Premises) payable in equal monthly installments of \$178,714.00;

Commencing on the first (1st) day of the forty-ninth (49th) full calendar month following the Rent Commencement Date and through the last day of the sixtieth (60th) full calendar month following the Rent Commencement Date - \$2,201,004.00 per annum (\$39.00 per rentable square foot of the Demised Premises) payable in equal monthly installments of \$183,417.00;

Commencing on the first (1st) day of the sixty-first (61st) full calendar month following the Rent Commencement Date and through the last day of the seventy-second (72nd) full calendar month following the Rent Commencement Date - \$2,257,440.00 per annum (\$40.00 per rentable square foot of the Demised Premises) payable in equal monthly installments of \$188,120.00;

Commencing on the first (1st) day of the seventy-third (73rd) full calendar month following the Rent Commencement Date and through the last day of the eighty-fourth (84th) full calendar month following the Rent Commencement Date – \$2,313,876.00 per annum (\$41.00 per rentable square foot of the Demised Premises) payable in equal monthly installments of \$192,823.00.

ADDITIONAL RENT FOR TAXES AND OPERATING EXPENSES: As set forth in Article V of this Lease.

SECURITY DEPOSIT: \$493,815.00 in the form of a letter of credit, as set forth in Article XI hereof.

PERMITTED USE: General office and light manufacturing uses and such other legal uses ancillary thereto which are consistent with Landlord's operation of Hood Park, as reasonably determined by Landlord.

COMMERCIAL GENERAL LIABILITY INSURANCE LIMITS: As set forth in Section (8) of Article VI of this Lease.

(B) EXHIBITS

The exhibits listed below in this Section are incorporated in this Lease by reference and are to be construed as part of this Lease:

EXHIBIT A	Plan Showing Location of the Building
EXHIBIT B-1	Tenant's Work
EXHIBIT B-2	Tenant's Conceptual Plans
EXHIBIT C	Landlord's Services
EXHIBIT D	Rules and Regulations
EXHIBIT E	Legal Description of Lot
EXHIBIT F	Allowance/Additional Allowance Disbursement Requirements
EXHIBIT G	Form of Lease Guaranty

ARTICLE II
PREMISES

Subject to and with the benefit of the provisions of this Lease, Landlord hereby leases to Tenant, and Tenant leases from Landlord, the entire rentable area within the Building, excluding exterior faces of exterior walls, all common facilities of the Building and all building service fixtures and equipment serving (exclusively or in common) other parts of the Building. Tenant's space includes 56,436 rentable square feet of space comprising the entire rentable area within the Building. The Building is outlined in red upon the plan attached as Exhibit A. Tenant's space, with such exclusions, is hereinafter referred to collectively as the "Demised Premises". Tenant shall have, as appurtenant to the Demised Premises, the right to use, subject to reasonable rules from time to time made by Landlord of which Tenant is given notice: (i) the common facilities and or areas from time to time included in the Building or on the parcel of land on which the

Building is located (said parcel being more particularly described in Exhibit E and being hereafter referred to as the “Lot”) (“Common Areas”), to the extent from time to time designated by Landlord; and (ii) the building service fixtures and equipment serving the Demised Premises. To the extent such Common Areas are located within the Building, such right to use same shall be exclusive, however, to the extent Common Areas are located outside the Building, such rights shall be non-exclusive and in common with others. The Lot is represented by the area outlined by a bold line upon said Exhibit A. It is understood and agreed that said plan is intended only to show the approximate size of the Lot as presently constituted and the approximate size and location of the Building and for no other purpose. Landlord reserves the right from time to time to undertake the following in a manner that does not materially and adversely impair Tenant’s use and enjoyment of the Premises (a) to install, repair, replace, use, maintain and relocate for service to the Demised Premises and to other parts of the Building or either, building service fixtures and equipment wherever located in the Building; (b) to alter, relocate or eliminate any other common facility and/or Common Areas; (c) to designate specific parking areas upon the Lot to be for the exclusive use of one or more users thereof; (d) to designate specific traffic routes for trucks and other delivery vehicles; and (e) to increase and/or decrease the size of the Lot by the acquisition of adjacent land and/or the disposition of any portions thereof. No such increase or decrease shall be deemed to have occurred until Landlord shall give Tenant notice thereof. Landlord shall make available to Tenant on a non-exclusive, non-reserved, first come-first serve basis, at no additional cost to Tenant, one (1) parking space per one thousand (1,000) rentable square foot of floor area of the Demised Premises (i.e. 56 spaces) in the parking lot serving the Building with all overflow parking in the Parking Garage (as defined herein) at no cost. Tenant hereby acknowledges and agrees that other tenants of the Lot have been granted the non-exclusive right to use (on a non-reserved, first come-first serve basis), in common with Tenant, parking spaces in the parking lot serving the Building. Accordingly, Landlord cannot guaranty the availability of such parking spaces in the parking lot serving the Building if others entitled to use such parking spaces have parked in such parking spaces prior to Tenant (or those entitled to use such parking spaces under Tenant).

ARTICLE III TERM AND CONSTRUCTION

(A) TERM

To have and to hold for a period (the “Term”) commencing on the Commencement Date (as defined in Section (A) of Article I above) and, unless sooner terminated as provided herein, ending at the end of the Term; provided that if the Term (calculated as aforesaid) would expire prior to the last day of a calendar month, the Term shall be extended so as to expire on the last day of such calendar month. Upon the request of either party, at any time following the Commencement Date, Landlord and Tenant shall execute a commercially reasonable Commencement Date Agreement prepared by Landlord setting forth the Commencement Date, the Rent Commencement, the Expiration Date, the amount of Additional Allowance so used, if any, and the amortization thereof to be added to Tenant’s Monthly Installment of Fixed Rent (to the extent applicable), and any other factual information which is based on the occurrence of the Commencement Date.

(B) DELIVERY

The Landlord shall deliver the Demised Premises in its “as is” condition, provided that it shall be free of all occupants, personal property, furniture, trade fixtures and equipment with all Building systems, including existing life-safety systems, serving the Demised Premises in good working order (the “Delivery Condition”), and the Demised Premises shall be accepted by Tenant without any warranty of fitness for use or occupancy, expressed or implied. Tenant acknowledges that it has had the opportunity to inspect the Demised Premises, and it is understood and agreed that Tenant will accept the Demised Premises in their existing physical condition, and, except for the obligation to satisfy the Landlord’s Delivery Condition, Landlord shall be under no obligation to make any repairs, alterations or improvements to the Demised Premises prior to or at the commencement of the term hereof or at any time thereafter, except as otherwise set forth in this Lease, provided however, Landlord hereby acknowledges and agrees that any work necessary for Landlord to comply with the Delivery Condition shall be done in a good and workmanlike manner in compliance with all applicable laws. Notwithstanding the foregoing, Tenant hereby acknowledges and agrees that the Demised Premises is currently occupied by an existing tenant (the “Existing Tenant”) under a written lease which is scheduled to expire and terminate on or about June 30, 2022 and the delivery of the Demised Premises to Tenant to commence Tenant’s Work (as described below) is conditioned upon such Existing Tenant surrendering the Demised Premises to Landlord in the condition required by such lease. Landlord shall use commercially reasonable efforts to cause such Existing Tenant to deliver the Demised Premises to Landlord in the condition required by such lease, however, Landlord shall have no liability whatsoever to Tenant in the event such Existing Tenant fails to surrender the Demised Premises to Landlord in the condition required by such lease. Notwithstanding the foregoing, in the event the Existing Tenant fails to surrender the Demised Premises by July 1, 2022 (the “Existing Tenant Surrender Date”) and, as a result thereof, Tenant is prevented from accessing the Demised Premises for the purpose of planning and/or performing the Tenant’s Work, Tenant shall receive a credit against its obligation to pay Base Rent and Additional Rent for Taxes and Operating Expenses equal to one (1) day for each day that occurs between the Existing Tenant Surrender Date and the date the Existing Tenant has surrendered the Demised Premises or Tenant is otherwise able to access the Demised Premises for the purpose of planning and/or performing the Tenant’s Work. In addition, in the event the Existing Tenant fails to surrender the Demised Premises by November 1, 2022 (the “Outside Surrender Date”), Tenant shall have the right, as its sole and exclusive remedy at law or in equity, to terminate this Lease by providing written notice thereof to Landlord at any time following the Outside Surrender Date but before the date such Existing Tenant has surrendered the Demised Premises.

(C) TENANT’S WORK

Tenant shall perform, at its own cost and expense (but subject to the Allowance and the Additional Allowance defined below), any work (“Tenant’s Work”) required to prepare the Demised Premises for Tenant’s occupancy, such Tenant’s Work shall be performed in accordance with the provisions of Exhibit B-1 attached hereto, Section (8) of Article VI herein, and the Landlord’s construction rules and regulations, and shall equip the Demised Premises with all trade fixtures and personal property suitable or appropriate to the regular and normal operation of the type of business in which Tenant is engaged. Landlord hereby approves the conceptual plans in Exhibit B-2 including loading dock(s), courtyard, and kitchen at Tenant’s election. The loading

dock(s) courtyard, and kitchen will not require Restoration at the end of the Term. Tenant shall commence Tenant's Work promptly following the later of (i) Landlord's delivery of the Demised Premises to Tenant, or (ii) Landlord's approval of Tenant's plans, budget and completion schedule for the Tenant's Work, which shall not be unreasonably withheld, conditioned or delayed, and shall diligently pursue same to completion. In the event of Tenant's failure to comply with the provisions of this Article III or Exhibit B-1 of this Lease in any material respect, Landlord may, at Landlord's option, exercisable by 30 days' prior written notice to Tenant with an opportunity to cure, terminate this Lease on the date specified in said notice to Tenant, and upon such termination Landlord shall have all rights provided in the event of Tenant's default in Article VII of this Lease. Landlord shall review and approve or comment on Tenant's plans, budget and completion schedule for the Tenant's Work within the timeframes set forth in Exhibit B-1.

(D) GENERAL CONSTRUCTION PROVISIONS

All construction work required or permitted by this Lease, whether by Landlord or by Tenant, shall be done in a good and workmanlike manner in compliance with all applicable laws and all lawful ordinances, regulations and orders of governmental authorities and insurance rating or inspection bureaus having jurisdiction over the Building. Either party may inspect the work of the other at reasonable times and shall promptly give notice of observed defects.

(E) TENANT ALLOWANCE

As an inducement for Tenant to execute this Lease and prepare the Demised Premises for Tenant's occupancy, Landlord shall pay to Tenant an amount up to and not to exceed \$3,781,212.00 (\$67.00 per rentable square feet of the Demised Premises) towards the cost of the design and construction of the initial Alterations and related demolition costs (the "Allowance") that are completed within six (6) months after the Rent Commencement Date. In no event shall Landlord have any obligation to pay any portion of the Allowance for any of the initial Alterations completed after six (6) months following the Rent Commencement Date, except to the extent that Landlord causes any delay in completing such Alterations within such 6 month period and fails to cure such delay within two (2) business days of receiving written notice of such delay, whereupon such six (6) month period shall be extended one (1) day for each day that such Landlord delay exists. In addition, in no event shall Landlord have any obligation to pay any portion of the Allowance for any of the initial Alterations completed within six (6) months after the Rent Commencement Date unless Tenant has submitted a requisition for such payment within twelve (12) months following the Rent Commencement Date. The Allowance shall be utilized for so-called "hard" and "soft" costs of Tenant's Work, and to offset Tenant's Fixed Rent obligations, however, no more than \$846,540.00 (\$15.00 per rentable square feet of the Demised Premises) may be used for Tenant's so-called "soft costs", or to offset Tenant's Fixed Rent obligations. As completion of the Tenant's Work progresses, Tenant may submit requisitions for payment to Landlord from time to time (but not more frequently than once per month) and Landlord shall pay to Tenant, from the Allowance (up to the then remaining unused balance), Landlord's Portion (as defined below) of the amount set forth in the requisition within thirty (30) days following receipt of Tenant's requisition, along with each of the Items Required for Funding of the Allowance (Prior to Final Payment) set forth on Exhibit F attached hereto. "Landlord's Portion" shall mean the percentage derived by dividing the Allowance by the total estimated cost of the Tenant's Work, as

reflected in the approved budget therefor. Notwithstanding anything to the contrary contained in this Lease: (i) Landlord shall have no obligation to pay any portion of the Allowance until such time as Tenant has delivered the Security Deposit (as described in Section 21 of this Lease) to Landlord; (ii) Landlord's obligation to pay the Allowance shall be conditioned upon there being no then existing Event of Default by Tenant in its obligations under this Lease beyond any applicable notice and cure periods at the time that Landlord would be required to make such payment; and (iii) Landlord shall have no obligation to advance any funds or pay any amount on account of Tenant's Work in excess of the Allowance, such payment obligation to be Tenant's sole responsibility. It is expressly understood and agreed that except for Tenant's movable trade fixtures and equipment, furniture, and other personal property, all of Tenant's Work shall be property of Landlord whether or not the actual cost shall exceed the Allowance, unless specifically stated to the contrary at the time Landlord approves any plans therefor.

(F) ADDITIONAL ALLOWANCE

In addition to the Allowance, Tenant may elect, by giving Landlord written notice thereof at any time prior to the Commencement Date, to receive from Landlord an additional improvement allowance amount of up to \$733,668.00 (\$13.00 per square foot of rentable area of the Demised Premises) (the "Additional Allowance") to be added to the Allowance and used for the purposes the Allowance is used. The Additional Allowance will be funded and paid by Landlord to Tenant in accordance with the procedures, terms and conditions for funding/payment/expiration of the Allowance set forth in Section (E) above. In the event Tenant elects to use such Additional Allowance, the monthly amount calculated to fully amortize the total amount of the Additional Allowance so used by Tenant, on a so-called straight-line basis, over a term commencing on the Rent Commencement Date and ending on the scheduled expiration of the Term using an annual rate of interest of eight percent (8%) shall be added to Tenant's Monthly Installment of Fixed Rent commencing on the Rent Commencement Date and continuing throughout the Term. At the request of either party, the amount of Additional Allowance so used, if any, and the additional monthly payment therefor shall be documented in a written memorandum or amendment to this Lease prepared by Landlord. Further, if Tenant does not elect, by written notice thereof to Landlord on or before the Commencement Date, Tenant may not use any portion of the Additional Allowance.

ARTICLE IV
LANDLORD'S COVENANTS

(A) LANDLORD'S COVENANTS DURING THE TERM:

Landlord covenants during the Term:

(1) To furnish, through Landlord's employees or independent contractors, the services listed in Exhibit C; and

(2) Except as otherwise provided in this Lease, to maintain, repair and replace structural elements of the Building, the roof, exterior walls, utilities, pipes, conduits, drains and all

other building systems (including, without limitation, the heating, ventilating and air conditioning systems) and the Common Areas good order, condition and repair and in compliance with all laws, including without limitation, Title III of The Americans With Disabilities Act of 1990, as amended from time to time, or any applicable local or state law regarding handicapped access as such are enforced by local authorities having applicable, however, Tenant shall be solely responsible for the maintenance, repair and replacement of any specialty or non-office standard equipment, including without limitation, any supplemental heating, ventilation and air conditioning equipment, installed by or for Tenant that exclusively serves the Demised Premises (and Landlord shall have no obligation to maintain, repair or replace same). Landlord shall provide snow and ice removal from the driveways, sidewalks, driveways, stairs, entrances and loading docks on the Lot.

(B) INTERRUPTIONS

Except to the extent caused by Landlord's negligence or willful misconduct, Landlord shall not be liable to Tenant for any compensation or reduction of rent by reason of inconvenience or annoyance or for loss of business arising from (a) power losses or shortages, or (b) the necessity of Landlord's entering the Demised Premises for any of the purposes in this Lease authorized, including without limitation, for repairing or altering the Demised Premises or any portion of the Building or for bringing materials into and/or through the Demised Premises in connection with the making of repairs or alterations, provided Landlord takes any such action at those times and in such a manner as to minimize any interference with Tenant's business operations in and use and occupancy of the Demised Premises.

In case Landlord is prevented or delayed from making any repairs, alterations or improvements or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor, except as expressly otherwise provided in Article VIII, shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Demised Premises. Landlord reserves the right to stop any service or utility system when necessary in Landlord's reasonable opinion by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and, in any event, Landlord will use commercially reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

ARTICLE V RENT

(A) FIXED RENT

Tenant agrees to pay, without any offset or reduction whatever (except as made in accordance with the express provisions of this Lease), fixed monthly rent equal to 1/12th of the Fixed Rent, such rent to be paid, commencing on the Rent Commencement Date, in equal installments in advance on the first day of each calendar month included in the Term; and for any portion of a calendar month at the beginning or end of the Term, a portion of such fixed monthly

rent, prorated on a per diem basis. All payments of Fixed and additional rent shall be made in lawful money of the United States and shall be made by wire transfer or other electronic means reasonably acceptable to Landlord pursuant to instructions/information provided by Landlord to Tenant, or by such other means and/or to such other person and/or at such other address as Landlord may from time to time designate. Notwithstanding any provision of this Lease to the contrary, Tenant shall remit the first (1st) monthly installment of Fixed Rent contemporaneously with the execution and delivery of this Lease to Landlord.

If any payment of rent or any other payment payable hereunder by Tenant to Landlord shall not be paid when due, the same shall bear interest from the date when the same was payable until the date paid at the lesser of (a) eighteen percent (18%) per annum, or (b) the highest lawful rate of interest which Landlord may charge to Tenant without violating any applicable law. Such interest shall constitute additional rent payable hereunder. Notwithstanding the foregoing, such late payment fee/penalty shall be waived the first time in any twelve (12) consecutive month period that such late payment may occur so long as Tenant has paid such amount due within seven (7) days of receipt of written notice from Landlord of Tenant's failure to pay such amount when due.

(B) ADDITIONAL RENT - TAXES

(1) For the purposes of this Section, "Tax Year" shall mean the twelve-month period in use in the City of Boston for the purpose of imposing ad valorem taxes upon real property. In the event that said City changes the period of its tax year, "Tax Year" shall mean a twelve-month period commencing on the first day of such new tax year, and each twelve-month period commencing on an anniversary of such date during the Term of this Lease. For purposes of this Section the "Property" shall mean the Lot and all improvements thereon from time to time, including the Building; and the "Factor" shall mean a fraction the numerator of which is the Rentable Floor Area of Tenant's Space and the denominator of which is the Total Rentable Floor Area of the Building. For purposes of this Section the "Building's Share of Real Estate Taxes" shall mean the sum of (i) the real estate taxes upon the Building plus (ii) the product of the real estate taxes upon the Lot and a fraction the numerator of which is the Total Rentable Floor Area of the Building, and the denominator of which is the number of square feet of rentable floor area contained within all buildings located upon the Lot provided, however, that for purposes of this subsection (ii), (x) if any portion of the Lot shall be separately assessed, the real estate taxes toward which Tenant shall be obligated to contribute shall include only those taxes on those portions of the Lot jointly assessed with the portion of the Lot on which the Building is located; and the denominator of said fraction shall be the number of square feet of rentable floor area of tenant spaces contained within all buildings located upon those portions of the Lot which are jointly assessed with the portion of the Lot on which the Building is located; and (y) the denominator shall not include any portion of the parking garage located on the third (3rd) through seventh (7th) floors of the building located at 100 Hood Park Drive (the "Parking Garage"). For purposes of clarification, Landlord and Tenant hereby acknowledge and agree that the Parking Garage is intended to be a common area cost of the Lot and not a cost specifically attributable to any particular building. Landlord reserves the right to equitably adjust the calculation of the Factor and the Building's Share of Real Estate Taxes with respect to Taxes as reasonably determined by Landlord.

(2) Commencing on the Rent Commencement Date, Tenant shall pay to Landlord, as additional rent, an amount equal to the Building's Share of Real Estate Taxes imposed with respect to the Property for the Tax Year in question multiplied by the Factor, such amount to be apportioned on a per diem basis for any fraction of a Tax Year contained within the Term.

(3) If Landlord shall receive any tax refund or rebate or sum in lieu thereof with respect to any Tax Year, then out of any balance remaining thereof, after deducting Landlord's reasonable and customary expenses incurred in obtaining such refund, rebate or other sum, Landlord shall pay to Tenant, provided that Tenant is not then in default in the performance of any of its obligations hereunder, an amount equal to the Building's Share of such balance multiplied by the Factor; but in no event shall Landlord pay to Tenant out of such refund, rebate or other sum for any Tax Year more than the amount paid by Tenant to Landlord pursuant to this Section (B) for such Tax Year.

(4) Any betterment assessment, so-called "rent tax" or any other tax levied or imposed by any governmental authority in addition to, in lieu of or as a substitute for real estate taxes shall nevertheless be deemed to be real estate taxes for the purpose of this Section 4.2. Furthermore, to the extent that any equipment installed as part of the Property (e.g. heating or air conditioning equipment) shall be classified as personal property for purposes of taxation, any personal property taxes thereon shall be deemed to be real estate taxes for purposes of this Section (B). Notwithstanding the foregoing, in no event shall Real Estate Taxes include Landlord's state or federal income tax liability with respect to rents or other revenue that Landlord receives or derives with respect to the Building or any other portion of Hood Park (collectively, "Landlord's Income Taxes").

(5) In the event of any taking by eminent domain under circumstances whereby this Lease shall not terminate, each of the Building's Share of Real Estate Taxes and the Factor shall be adjusted in order to reflect any change in rentable floor area.

(C) ADDITIONAL RENT - OPERATING COSTS

(1) For the purposes of this Section, the following terms shall have the following respective meanings:

Operating Year: Each successive fiscal year (as adopted by Landlord) in which any part of the Term of this lease shall fall.

"Operating Expenses" shall mean all reasonable and customary costs or expenses incurred for the management, operation, cleaning, maintenance, repair and upkeep of the Property, including, without limitation, all costs of maintaining and repairing the Property (including snow removal, landscaping and grounds maintenance parking lot operation and maintenance, garage operation and maintenance, security, operation and repair of ventilating and air-conditioning equipment, elevators (if any), lighting and any other Building equipment or systems) and of all repairs and replacements (other than repairs or replacements for which Landlord has received full reimbursement from contractors, other tenants of the Building or from others) necessary to keep the Property in good working order, repair, appearance and condition; all costs, including material

and equipment costs for cleaning and janitorial services to the Building (including window cleaning of the Building); all costs of any reasonable insurance carried by Landlord relating to the Property; all costs related to provision of heat (including oil, electric, steam and/or gas), air-conditioning, and water (including sewer charges) and other utilities to the Common Areas; payments under all service contracts relating to the foregoing; all compensation, fringe benefits, payroll taxes and workmen's compensation insurance premiums related thereto with respect to any employees of Landlord or its affiliates engaged in security and maintenance of the Property; all costs and expenses incurred for providing amenities and or services to tenants and occupants of the Property, including without limitation, shuttle services; attorneys' fees and disbursements (exclusive of any such fees and disbursements incurred in tax abatement proceedings or the preparation of leases) and auditing and other professional fees and expenses; and a management fee not to exceed four percent (4%) of the gross revenue of the Property.

There shall not be included in such Operating Expenses brokerage fees and other leasing costs (including rental fees) related to the operation of the Building or Hood Park; interest and depreciation charges incurred on the Property; or expenditures made by Tenant with respect to (i) cleaning, maintenance and upkeep of the Demised Premises; (ii) the provision of electricity to the Demised Premises provided Landlord bills same separately to Tenant; or Landlord's Income Taxes. In addition, Operating Expenses shall not include the following: (1) any loan costs for interest, amortization, or other payments on loans to Landlord; (2) expenses incurred in leasing or procuring tenants; (3) legal expenses other than those incurred for the general benefit of the Building's tenants; (4) allowances, concessions, and other costs of renovating or otherwise improving space for occupants of the Building or vacant leasable space in the Building; (5) rents due under ground leases; (6) costs incurred in selling, syndicating, financing, mortgaging, or hypothecating any of Landlord's interests in the Building; (7) wages and salaries of personnel above the level of property manager or general manager (or functional equivalent thereof regardless of title); (8) intentionally omitted; (9) costs due to Landlord's default under this Lease and/or costs due to the negligence or willful misconduct of any of Landlord; (10) any costs, fines or penalties incurred due to violations by Landlord of any Laws and the defense of same; (11) rental or other payments made under any ground lease; (12) costs of containing, removing or otherwise remediating any "Hazardous Material" (as hereinafter defined) to the extent not required as a result of any act, omission or negligence of Tenant.

If Landlord shall replace any capital items or make any capital expenditures reasonably necessary to maintain the structural integrity of the Demised Premises or the Building or of the utility systems servicing the Demised Premises, or which result in reducing Operating Expenses (collectively called "capital expenditures") the total amount of which is not properly included in Operating Expenses for the calendar year in which they were made, there shall nevertheless be included in Operating Expenses for each calendar year in which and after such capital expenditure is made the annual charge-off of such capital expenditure. Annual charge-off shall be determined by (i) dividing the original cost of the capital expenditure by the number of years of useful life thereof (the useful life shall be reasonably determined by Landlord in accordance with generally accepted accounting principles and practices in effect at the time of acquisition of the capital item); and (ii) adding to such quotient an interest factor computed on the unamortized balance of such capital expenditure based upon an interest rate reasonably determined by Landlord as being the interest rate then being charged for long term mortgages by institutional

lenders on like properties within the locality in which the Building is located.) Provided, further, that if Landlord reasonably concludes on the basis of engineering estimates that a particular capital expenditure will effect savings in Operating Expenses and that such annual projected savings will exceed the annual charge-off of capital expenditure computed as aforesaid, then and in such events, the annual charge-off shall be determined by dividing the amount of such capital expenditure by the number of years over which the projected amount of such savings shall fully amortize the cost of such capital item or the amount of such capital expenditure; and by adding the interest factor, as aforesaid.

The foregoing are intended to describe only the extent of potential cost and expenses and impose no obligation on Landlord to incur same.

The Factor: As defined in Section (B) above.

Building's Share of Operating Expenses: One hundred percent (100%) of the Operating Expenses with respect to the Building plus the product of the Operating Expenses with respect to the Lot and a fraction the numerator of which is the Total Rentable Floor Area of the Building and the denominator of which is the rentable floor area contained within all of the buildings located upon the Lot, as reasonably determined by Landlord (which denominator shall not include any portion of the Parking Garage). Notwithstanding the foregoing, Landlord and Tenant hereby acknowledge and agree that Operating Expenses attributable to the Parking Garage shall be included as Operating Expenses of the Lot and not attributable to any particular building. Landlord reserves the right to equitably adjust the calculation of the Factor and the Building's Share of Operating Expenses with respect to Operating Expenses as reasonably determined by Landlord, so long as such adjustment does not materially increase the costs payable by Tenant hereunder.

(2) Commencing on the Rent Commencement Date, Tenant shall pay to Landlord, as additional rent, an amount equal to the Building's Share of Operating Expenses for the Operating Year in question multiplied by the Factor, such amount to be apportioned on a per diem basis for any fraction of an Operating Year contained within the Term

(3) In the event of any taking by eminent domain under circumstances whereby this lease shall not terminate, each of the Building's Share of Operating Expenses and the Factor shall be appropriately adjusted to reflect any change in rentable floor area.

(D) MONTHLY PAYMENTS; AUDIT RIGHT

(1) Payment on account of the additional rent described in Sections (B) and (C) above shall be paid, as part of Tenant's total rent, monthly, and at the times and in the fashion herein provided for the payment of Fixed Rent. Promptly after the end of the first Tax Year and Operating Year, as the case may be, and promptly after the end of each Tax Year and Operating Year thereafter, Landlord shall make a determination of Tenant's share of Taxes or Tenant's share of Operating Expenses and shall provide Tenant with written notice of such determination in reasonable detail (the "Landlord's Statement") within a reasonable time after expiration of any Tax Year or Operating Year; and if the aforesaid payments theretofore made for such period by

Tenant exceed the actual amount of Tenant's share of Taxes or Tenant's share of Operating Expenses attributable to such period, such overpayment shall be credited against the payments thereafter to be made by Tenant pursuant to this Section (D), or promptly reimbursed to Tenant in the event the Term has expired or been terminated as provided in this Lease; and if the actual amount of Tenant's share of Taxes or Tenant's share of Operating Expenses attributable to such period is greater than such payments theretofore made on account for such period, Tenant shall make a suitable payment to Landlord in the amount of such underpayment within thirty (30) days of receipt of Landlord's Statement. The monthly payment on account of said additional rent shall be replaced after Landlord's determination of Tenant's share of Taxes or Tenant's share of Operating Expenses for the preceding Tax Year and Operating Year, as the case may be, by a payment which is one-twelfth (1/12th) of the actual Tenant's share of Taxes or Tenant's share of Operating Expenses for the immediately preceding Tax Year or Operating Year, as the case may be, with adjustments as appropriate where such period is less than a full twelve-month period. Appropriate adjustments shall be made in said monthly payment if the real estate taxes upon the Property for the current Tax Year shall be known prior to the end of said Tax Year and/or if real estate taxes shall be payable to the taxing authority in installments, all to the end that as each payment of real estate taxes shall become payable Landlord shall have received from Tenant payments sufficient in amount to pay Tenant's share of Taxes then payable by Landlord.

(2) During a period that is 270 days after receipt of any Landlord's Statement (the "Review Period"), so long as an Event of Default is not then existing, Tenant may, at its sole cost and expense, inspect and audit Landlord's records relevant to the cost and expense items reflected in such Landlord's Statement at a reasonable time during Landlord's usual business hours upon no less than fifteen (15) days prior written notice. Each Landlord's Statement shall be conclusive and binding upon Landlord and Tenant unless within the Review Period Tenant shall notify Landlord in writing that it disputes the correctness of Landlord's Statement, specifying how Landlord's Statement is claimed to be incorrect. If Tenant's inspection or audit reveals that an error was made in the calculation of Operating Expenses or Taxes previously charged to Tenant, then, provided there is no Event of Default and Landlord does not, in good faith, dispute the results of such audit, Tenant may credit the difference against the next installment of additional rent on account of Operating Expenses or Taxes due hereunder, except that if such difference is determined after the end of the Term, Landlord shall refund such difference to Tenant within thirty (30) days after such determination to the extent that such difference exceeds any amounts then due from Tenant to Landlord. If such inspection or audit reveals an underpayment by Tenant, then Tenant shall pay to Landlord, as additional rent hereunder, any underpayment of any such costs within thirty (30) days after receipt of an invoice therefor. In the event Landlord, in good faith, disputes the result of such audit, the Landlord and Tenant shall cooperate in good faith to promptly resolve any such disputes and if such dispute is not resolved within sixty (60) days following the date Landlord provides Tenant with written notice of such dispute, either party may submit such matter to be resolved through arbitration. Tenant may not use an auditor that is compensated on a contingency fee basis or in any other manner which is dependent upon the results of such audit or inspection. If Tenant's audit reveals that Tenant has been overcharged for Operating Expenses or Taxes by more than five percent (5%) for the audited period, then Landlord shall reimburse Tenant for the reasonable cost of the audit. Notwithstanding the foregoing, so long as Landlord has provided Tenant with all information reasonably necessary to conduct such audit or inspection, any such audit or inspection must be completed no later than the expiration of the Review Period,

such right to audit or inspect Landlord's records shall only apply to the year to which such Landlord Statement applies, and in no event shall Tenant have the right to audit or inspect Landlord's records for any prior year.

(E) ADDITIONAL RENT - ELECTRICITY, GAS, WATER & SEWER

(1) Tenant shall pay for all electricity consumed within the Demised Premises (including, without limitation, plugs and lights, VAV/reheat boxes, and any supplemental heating or cooling units). If the Demised Premises shall have utility meters measuring only the amount of the utilities consumed in the Demised Premises, commencing upon the delivery of the Demised Premises to Tenant, Tenant shall pay to the utility companies furnishing such utilities, promptly upon the receipt of bills therefor, the cost of such utilities consumed in the Demised Premises. If the Demised Premises shall not have a utility meter for a utility provided to the Demised Premises, then Tenant shall pay to Landlord upon demand from time to time, as additional rent, the cost of such utility consumed in the Demised Premises, as said cost shall be determined by check meter. Tenant shall pay to Landlord, from time to time as and when bills are rendered, the cost of all water (including sewer charges) and gas consumed by Tenant within the Demised Premises, which consumption amounts shall be measured by a separate meter or, in the case of water, a checkmeter installed by Landlord, at Landlord's expense. If Tenant uses gas within the Demised Premises and a meter is not provided by the utility, a checkmeter will be installed by Tenant, at Tenant's expense.

(2) Tenant's use of electricity in the Demised Premises shall not at any time exceed the capacity of any of the electrical conductors or equipment in or otherwise serving the Demised Premises.

ARTICLE VI
TENANT'S COVENANTS

TENANT'S COVENANTS DURING THE TERM.

Tenant covenants during the Term and such other time as Tenant occupies any part of the Demised Premises:

(1) To pay when due (a) all Fixed Rent and additional rent, (b) all taxes which may be imposed on Tenant's personal property in the Demised Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, and (c) all charges by any public utility for telephone and other utility services rendered to the Demised Premises;

(2) Except as otherwise provided in Article VIII and Section 4(A)(2), to keep the Demised Premises in good order, repair and condition, reasonable wear only excepted; to replace all light bulbs as necessary; maintain and replace all interior glass; keep all utilities, pipes, conduits, drains and other installations used in connection with the Demised Premises, including, without limitation, the heating, ventilating and air conditioning systems which exclusively serve only the Demised Premises in good order, condition and repair; and at the expiration or termination of this Lease peaceably to yield up the Demised Premises and all changes and additions therein in such order, repair and condition, first removing all goods and effects of Tenant and those claiming under

Tenant and any items the removal of which is required by any agreement between Landlord and Tenant (or specified therein to be removed at Tenant's election and which Tenant elects to remove), and repairing all damage caused by such removal and restoring the Demised Premises and leaving them clean and neat. Notwithstanding anything to the contrary contained herein, Tenant shall forthwith remove from the Demised Premises (repairing any damage caused by such removal) any installations, alterations, additions or improvements made or installed by or for Tenant or as part of Tenant's Work, so long as Landlord has indicated to Tenant in writing at the time of Landlord's approval of such installations, alterations, additions or improvements, which indication Landlord may make in its sole discretion, that such installations, alterations, additions or improvements may be required to be removed at the expiration or early termination of the Term, such removal to include returning the previously modified portions of the Demised Premises to their condition prior to the making of such installations, alterations, additions or improvements, provided however, in all events all so-called "specialty improvements" (file room systems, large cold rooms and animal facilities, etc.), computer/telecommunications equipment shall be removed by Tenant and damage caused by such removal shall be repaired by Tenant. Tenant's obligations hereunder shall survive the expiration or termination of the term of this Lease. For purposes of this Section (2) the word "repairs" includes the making of replacements when necessary. Tenant shall, at its sole costs and expense, keep the Demised Premises clean and free of refuse, and provide all janitorial and cleaning services to the Demised Premises on a nightly basis (except weekends and holidays) of a quality consistent with other tenants in the business park in which the Demised Premises is located and shall be solely responsible for removing from the Property (and until such removal from the Property Tenant shall store within the Demised Premises) any trash, refuse or debris generated by Tenant's use of the Demised Premises, other than typical office trash or cardboard which shall be deposited in appropriate receptacles maintained by Landlord on the Property;

(3) Continuously from the Commencement Date, to use and occupy the Demised Premises only for the Permitted Use; and not to injure or deface the Demised Premises, Building, or Lot; and not to permit in the Demised Premises any auction sale, nuisance, or the emission from the Demised Premises of any objectionable noise or odor; nor any use thereof which is improper, offensive, contrary to law or ordinances, or invalidates or increases the premiums for insurance of the Building (or any portion thereof) or its contents, or liable to render necessary any alteration or addition to the Building;

(4) To comply with the rules and regulations set forth in Exhibit D and all other reasonable rules and regulations hereafter made by Landlord (but only after copies thereof have been delivered to Tenant) for the care and use of the Building and Lot and their facilities and approaches, it being expressly understood, however, that Landlord shall not be liable to Tenant for the failure of other tenants of the Building to conform to such rules and regulations. In the event of a conflict between any of the terms of this Lease and the rules and regulations, the terms of this Lease shall prevail;

(5) To keep the Demised Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority and/or any insurance inspection or rating bureau having jurisdiction, and to procure all licenses and permits required because of any use made by Tenant and, if requested by Landlord, to do any work required because of such use,

it being understood that the foregoing provisions shall not be construed to broaden in any way the Permitted Use;

(6) Except as specifically set forth herein, not without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, to assign, hypothecate, pledge or otherwise encumber this Lease, to make any sublease or to permit occupancy of the Demised Premises or any part thereof by anyone other than Tenant, voluntarily or by operation of law, and as additional rent, to reimburse Landlord promptly upon demand for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assignment or subletting (up to a maximum of \$3,000 per request). Without intending to limit the foregoing, it is agreed that if Tenant requests Landlord's consent to (i) assign this Lease, (ii) sublet any portion of the Demised Premises for the remainder of the Term, or (iii) sublet more than fifty percent (50%) of the Demised Premises, in aggregate (in one or more separate subleases, taking into account all then-active subleases), for a term (or terms) of more than three (3) years (taking into account any extensions of such sublease term(s) or new subleases to the same subtenant or an entity related to such subtenant), Landlord shall have the option, exercisable by written notice to Tenant given within thirty (30) days after receipt of such request, to terminate this Lease (or if a sublease applies to a portion of the Demised Premises, partially terminate with respect to such portion of the Demised Premises subleased, as the case may be) as of a date specified in such notice, which shall be not less than thirty (30) days or more than sixty (60) days after the date of such notice; provided, however, that Tenant shall have the right to withdraw its request for such consent by written notice to Landlord within ten (10) days of receipt of Landlord's notice of termination, whereupon such termination shall be deemed to have no force or effect. If Landlord shall so terminate this Lease, rent shall be apportioned as of the date of termination, and Landlord may lease the Demised Premises or any portion thereof to any person or entity (including without limitation, Tenant's proposed assignee or subtenant, as the case may be) without any liability whatsoever to Tenant by reason thereof. If Landlord shall consent to any assignment of this Lease by Tenant or a subletting of the whole of the Demised Premises by Tenant at a rent which exceeds the rent payable hereunder by Tenant, or if Landlord shall consent to a subletting of a portion of the Demised Premises by Tenant at a rent in excess of the subleased portion's prorata share of the rent payable hereunder by Tenant, then Tenant shall pay to Landlord, as additional rent forthwith upon Tenant's receipt of each installment of any such excess rent, 50% of any such excess rent after deducting Tenant's reasonable and customary cost incurred in connection with such sublease. Each request by Tenant for permission to assign this Lease or to sublet the whole or any part of the Demised Premises shall be accompanied by a warranty by Tenant as to the amount of rent to be paid to Tenant by the proposed assignee or sublessee. For purposes of this Section (6), the term "rent" shall mean all fixed rent, additional rent or other payments and/or consideration payable by one party to another for the use and occupancy of premises. Tenant agrees, however, that neither it nor anyone claiming under it shall enter into any sublease, license, concession or other agreement for use, occupancy or utilization of space in the Demised Premises which provides for rental or other payment for such use, occupancy or utilization based, in whole or in part, on the net income or profits derived by any person or entity from the space leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and Tenant agrees that any such purported sublease, license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy, or utilization of any part of the Demised

Premises. Tenant further agrees that any sublease, license, concession or agreement for use, occupancy or utilization of space in the Demised Premises entered into by it or by anyone claiming under it shall contain the provisions set forth in the immediately preceding sentence. Tenant further agrees that if a sublease is entered into, neither the rent payable thereunder nor the amount thereof passed on to any person or entity shall have deducted therefrom any expenses or costs related in any way to the subleasing of such space. If and whenever Tenant shall not be a so-called "publicly held" company, it is understood and agreed that the transfer of fifty percent (50%) or more of the stock in Tenant of any class (whether in one transaction or a series of related transactions) shall constitute an "assignment" of Tenant's interest in this Lease. If there shall be any assignment or subletting by Tenant pursuant to the provisions of this paragraph, Tenant shall remain primarily liable for the performance and observance of the covenants and agreements herein contained on the part of Tenant to be performed and observed, such liability to be (in the case of any assignment) joint and several with that of such assignee. It is expressly understood and agreed that no assignment of Tenant's interest in this Lease shall be effective until such time as Tenant shall deliver to Landlord an agreement from the assignee, which agreement shall be reasonably satisfactory to Landlord in form and substance and shall provide that the assignee agrees with Landlord to be primarily liable for the performance and observance of the covenants and agreements herein contained on the part of Tenant to be performed and observed, such liability to be joint and several with that of Tenant. Notwithstanding the foregoing, Landlord's prior written consent shall not be required in the event of (a) the sale of all or substantially all of the assets or equity (whether stock, membership interests, partnership interests, or otherwise) of Tenant (a Permitted Corporate Transaction"), (b) an assignment to an affiliate, subsidiary, or parent of Tenant, or a corporation, partnership or other legal entity wholly owned by Tenant, or (c) the issuance of stock in Tenant in connection with a bona fide financing or capital raising transaction (a "Permitted Equity Transaction"), so long as such transferee (or the Tenant in connection with a Permitted Corporate Transaction or a Permitted Equity Transaction) has a tangible net worth equal to or greater than the greater of (i) the tangible net worth of Tenant as of the date of this Lease, or (ii) the tangible net worth of Tenant as of the date immediately prior to such Transaction or assignment;

(7) To the fullest extent allowed by law, Tenant shall indemnify, save harmless, and defend the Landlord and its managing agent, if any, its directors, officers, members, employees (each an "Indemnified Party") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, and expenses of any kind or character (including but not limited to reasonable attorney's fees and litigation expenses) caused by (i) Tenant's breach of any covenant or obligation under this Lease; (ii) any injury to or death of any person, or loss of or damage to property, sustained or occurring in, upon, at or about the Demised Premises, or (iii) any wrongful acts or any omission, fault, or negligence of Tenant, or of anyone acting on Tenant's behalf in connection with or arising from this Lease regardless of whether it was caused in part by the passive conduct, vicarious negligence, or implied omission of any Indemnified Party. However, this indemnity will not extend to any loss, damage, or expense to the extent arising out of the gross negligence, willful misconduct, or criminal act of the respective Indemnified Party. Such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this paragraph. Tenant's obligations under this paragraph shall continue without limitation as to time, notwithstanding the extinguishment of other rights and duties under

this agreement or any other agreement between the Landlord and Tenant by completion, termination, or any other manner.

(8) Tenant shall at its own expense, procure and maintain throughout the Term of this Lease the following insurance coverage:

(a) **Commercial General Liability** written on a standard ISO CG 00 01 occurrence form policy or its equivalent with the following minimum limits of liability:

\$1,000,000 per occurrence	Combined single limit for bodily injury and property damage
\$1,000,000 per occurrence	Personal and advertising injury
\$1,000,000 aggregate	Products/Completed operations
\$300,000 per occurrence	Damage to Rented Premises
\$5,000 per person	Medical Expenses
\$2,000,000 aggregate	General Policy Aggregate

(General aggregate applying on a per location basis if Tenant has multiple locations)

(b) **Automobile Liability Insurance** for all owned, non-owned, and hired vehicles with a minimum limit of liability of \$1,000,000 each accident, combined single limit for Bodily Injury and Property Damage.

(c) **Workers' Compensation Insurance** as required under applicable law and Employers Liability insurance subject to minimum limits of:

\$1,000,000 each accident	Bodily injury by accident
\$1,000,000 each employee	Bodily injury by disease
\$1,000,000 policy limit	Bodily injury by disease

or the minimum limits required by Tenant's Umbrella Liability insurer.

(d) **Umbrella/Excess Liability Insurance** which provides excess following form coverage over the underlying Commercial General Liability, Automobile Liability, and Employers Liability policies with minimum limits of \$5,000,000 per occurrence and annual aggregate.

(e) **Property Insurance:** Tenant shall also maintain throughout the Term, "Special Form Cause of Loss" property insurance (also known as "all risk") with coverage on a replacement cost basis without a coinsurance penalty, covering all tenant improvements installed at the Demised Premises by Landlord or Tenant, Tenant's trade fixtures and other personal property ("Tenant's Property"). Landlord shall be a loss payee on this policy for their interest in any tenant improvements. Tenant's policy shall include business interruption and extra expense insurance coverage in an amount sufficient to ensure adequate funds for Tenant's performance under the Lease in the event of an insured loss.

(f) **Other Insurance:** Landlord reserves the right to require Tenant to maintain other insurance coverages as deemed necessary from time to time.

(g) **Additional Insureds:** The required Commercial General Liability, and Umbrella Liability coverages shall name the Landlord and its agents, contractors, employees, representatives, managers, officers, directors, partners, members, parents, subsidiaries or affiliates “Landlord Parties”) as additional insureds.

(h) **Primary and Non-Contributory Insurance:** The Tenant’s insurance shall apply as primary insurance and not seek contribution with respect to any other insurance or self-insurance programs afforded to the Landlord.

(i) **General Insurance Requirements:**

(1) The required insurance (collectively “Tenant’s Insurance Policies”) shall be with insurers with a minimum A.M. Best rating of “A-VIII” and authorized to do business in the Commonwealth of Massachusetts.

(2) Tenant’s Insurance Policies shall provide at least thirty (30) days’ prior written notice of cancellation to each insured and additional insured including the Landlord.

(3) On or before the date which any of the Tenant Parties shall first enter the Demised Premises and thereafter within fifteen (15) days of the expiration date of each policy, Tenant shall deliver to Landlord certificates of insurance for the Tenant’s Insurance Policies with the endorsement(s) used to grant the Landlord Parties Additional Insured status attached. In the event of any claim, and/or upon Landlord’s request, Tenant shall deliver to Landlord copies of the Tenant’s Insurance Policies.

(j) **No Representation:** Landlord makes no representation that the limits or forms of coverage of insurance specified or referenced herein are adequate to cover Tenant’s Property, business operations, or obligations under this Lease.

(k) **Tenant’s Contractors and Agents Insurance:** Tenant agrees that, as a condition of entry to the Demised Premises, Tenant shall require all of Tenant’s agents, contractors, mechanics, suppliers, licensees and invitees performing work of any kind on the Demised Premises (collectively, “Vendors”) to purchase and maintain the following insurance, with limits of liability at least equal to the limits stated above for Tenant: (a) commercial general liability insurance, (b) automobile liability insurance covering all owned, non-owned and/or hired motor vehicles; (c) workers’ compensation insurance and employers liability insurance, (d) umbrella/excess liability insurance. All commercial general liability insurance and automobile liability insurance policies shall name the Tenant and Landlord Parties as additional insureds. It shall be Tenant’s sole responsibility to ensure that its Vendors comply with these insurance requirements prior to any Vendor’s entry onto the Demised Premises. Upon request by Tenant, Landlord will consider lower limits of liability for certain lower risk Vendors.

(l) **Limitation of Landlord’s Liability for Damage or Injury:** Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, air contaminants or emissions, electricity, electrical or electronic emanations or disturbance, water, rain or snow or leaks from any part of the Building or from the

pipes, appliances, equipment or plumbing works or from the roof, street or sub-surface or from any other place or caused by dampness, vandalism, malicious mischief or by any other cause of whatever nature; nor shall any of the Landlord Parties be liable for any such damage caused by other tenants or persons in the Building or caused by operations in construction of any private, public, or quasi-public work; nor shall any of the Landlord Parties be liable for any latent defect in the Demised Premises or in the Building.

(m) **Tenant's Acts--Effect on Insurance:** Tenant shall not do or permit any of Tenant's agents, contractors, employees, representatives, managers, officers, directors, partners, members, parents, subsidiaries or affiliates ("Tenant Parties") to do any act or thing upon the Demised Premises or elsewhere in the Property which will invalidate or be in conflict with any insurance policies or warranties covering the Property and the fixtures and property therein; and shall not do, or permit to be done, any act or thing upon the Demised Premises which shall subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon said Premises or for any other reason.

(9) To permit Landlord and its agents entry upon at least 48-hours advanced notice (except in cases of emergency): to examine the Demised Premises at reasonable times and, if Landlord shall so elect, to make repairs, alterations and replacements; to remove, at Tenant's expense, any changes, additions, signs, curtains, blinds, shades, awnings, aerials, flagpoles, or the like not consented to in writing; and to show the Demised Premises to prospective tenants during the twelve months preceding the expiration of the Term and to prospective purchasers and mortgagees at all reasonable times. Except in cases of emergency, a representative of Tenant may accompany Landlord's personnel at all times while they are in the Demises Premises;

(10) Not to place a load upon any part of the floor of the Demised Premises exceeding that for which said floor was designed or in violation of what is allowed by law; and not to move any safe, vault or other heavy equipment in, about or out of the Demised Premises except in such manner and at such times as Landlord shall approve in writing in each instance. Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure or to any other space in the Building shall be placed and maintained by Tenant in settings of cork, rubber, spring, or other types of vibration eliminators sufficient to confine such vibration or noise to the Demised Premises;

(11) All the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Demised Premises by Tenant or anyone claiming under Tenant, may be on the Demised Premises or elsewhere in the Building or on the Lot shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft, or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord, except to the extent caused by Landlord's gross negligence or willful misconduct;

(12) To pay promptly when due the entire cost of any work done on the Demised Premises by Tenant and those claiming under Tenant; not to cause or permit any liens for labor or

materials performed or furnished in connection therewith to attach to the Demised Premises; and immediately to discharge any such liens which may so attach;

(13) Not to make any alterations, improvements, changes or additions to the Demised Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed;

(14) To pay to Landlord (i) for the first sixty (60) days of such holdover, one hundred fifty percent (150%) of the total of the Fixed Rent and additional rent then applicable for each month or portion thereof that Tenant shall retain possession of the Demised Premises or any part thereof after the termination of this Lease, and (ii) after such first sixty (60) days of such holdover, (a) two hundred percent (200%) of the total of the Fixed Rent and additional rent then applicable for each month or portion thereof that Tenant shall retain possession of the Demised Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and (b) if such holdover continues for more than sixty (60) days, Tenant shall also to pay all damages (including, without limitation, direct, indirect or consequential damages) sustained by Landlord on account thereof; provided, however, that (i) Tenant's liability for such damages shall in no event exceed an amount equal to Tenant's Base Rent liability for the last 6 months of the Term and (ii) the provisions of this subsection shall not operate as a waiver by Landlord of any right of re-entry provided in this Lease or as a matter of law;

(15) To pay Landlord's out of pocket expenses, including reasonable attorney's fees, incurred in enforcing any obligation of Tenant in this Lease; and

(16) Not to enter into any sublease or other occupancy agreement with any other tenant or occupant of the Building or Property wherein Tenant would occupy or use space in the Building or Property which is not included within the Demised Premises without obtaining the prior written consent, which may be granted or withheld in Landlord's sole and absolute discretion.

ARTICLE VII DEFAULT

(A) EVENTS OF DEFAULT

(1) If Tenant shall default in the payment of Fixed Rent, additional rent or other payments required of Tenant, and if Tenant shall fail to cure said default within seven (7) days after receipt of notice of said default from Landlord, or (2) if Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed and if Tenant shall fail to cure said default within thirty (30) days after receipt of notice of said default from Landlord (but if longer than thirty days shall be reasonably required to cure said default, then if Tenant shall fail to commence the curing of such default within thirty days after receipt of said notice and diligently prosecute the curing thereof to completion), or (3) if any person shall levy upon, or take this leasehold interest or any part thereof upon execution, attachment or other process of law, or (4) if Tenant shall make an assignment of its property for the benefit of creditors or (5) if Tenant shall be declared bankrupt or insolvent according to law, or (6) if any bankruptcy or insolvency proceedings shall be commenced by or against Tenant, or

(7) if a receiver, trustee or assignee shall be appointed for the whole or any part of Tenant's Property, then in any of said cases and, in the cases of subsections (3) through (7) the same is not released or discharged within 45 days, Landlord may, so long as Landlord complies with all applicable laws, immediately, or at any time thereafter, and without any further notice or demand, in accordance with the terms of this Lease and applicable law terminate this Lease and thereafter pursue any and all remedies available under applicable law to enable Landlord to enter into and upon the Demised Premises or any part thereof in the name of the whole, and hold the Demised Premises as if this Lease had not been made, and expel Tenant and those claiming under it and remove its or their property without being taken or deemed to be guilty of any manner of trespass (or Landlord may send written notice to Tenant of the termination of this Lease), and upon entry as aforesaid (or in the event that Landlord shall send Tenant notice of termination as above provided, on the fifth day next following the date of the sending of the notice), the term of this Lease shall terminate. Notwithstanding the provisions of clauses (1) and (2) of the immediately preceding sentence, if Landlord shall have rightfully given Tenant notice of default pursuant to either or both of said clauses twice during any twelve-month period, and if Tenant shall thereafter default in the payment of Fixed Rent, additional rent or other payments and/or the performance or observance of any other agreement or condition required of Tenant, then Landlord may exercise the right of termination provided for it in said immediately preceding sentence without first giving Tenant notice of such default and the opportunity to cure the same within the time provided in said clause (1) and/or clause (2), as the case may be.

(B) OBLIGATIONS THEREAFTER

In case of any such termination, Tenant will indemnify Landlord each month against all loss of Fixed Rent and additional rent and against all obligations which Landlord may incur by reason of any such termination between the time of termination and the expiration of the Term; or at the election of Landlord, exercised at the time of termination or at any time thereafter, Tenant will indemnify Landlord each month until the exercise of the election against all loss of Fixed Rent and additional rent and against all obligations which Landlord may incur by reason of such termination during the period between the time of the termination and the exercise of the election, and upon the exercise of the election Tenant will pay to Landlord as damages such amount as at the time of the exercise of the election represents the amount by which the rental value of the Demised Premises for the period from the exercise of the election until the expiration of the Term shall be less than the amount of rent and other payments provided herein to be paid by Tenant to Landlord during said period. It is understood and agreed that at the time of the termination or at any time thereafter Landlord shall use commercially reasonable efforts to relet the Demised Premises, and for a term which may expire before or after the expiration of the Term, and without releasing Tenant from any liability whatsoever any amounts collected by Landlord in connection with such reletting of the Demised Premises shall offset amounts otherwise owed by Tenant hereunder, it being understood that, Tenant shall be liable for any reasonable and customary expenses incurred by Landlord in connection with obtaining possession of the Demised Premises, with removing from the Demised Premises property of Tenant and persons claiming under it (including warehouse charges), with putting the Demised Premises into good condition for reletting, and with any reletting, including, but without limitation, reasonable attorneys' fees and brokers fees, and that any monies collected from any reletting shall be applied first to the foregoing

expenses and then to the payment of Fixed Rent, additional rent and all other payments due from Tenant to Landlord.

ARTICLE VIII CASUALTY AND TAKING

(A) CASUALTY AND TAKING

In case during the Term (i) 50% or more of the Demised Premises, the Building, or Lot or any one or more of them, are damaged by fire or any other casualty or by action of public or other authority or are taken by eminent domain, and (ii) in Landlord's reasonable judgment the damage or casualty event will either (a) take twelve (12) months or more to resolve, or (b) occurs within the last year of the term of the Lease and is reasonably estimated by Landlord to take more than thirty (30) days to resolve, then this Lease shall terminate at either Tenant or Landlord's election, which may be made by given written notice to the other within thirty (30) days after the occurrence of the event giving rise to the election to terminate. Said notice shall, in the case of damage as aforesaid, specify the effective date of termination which shall be not less than thirty nor more than sixty days after the date of notice of such termination. In the case of any such taking by eminent domain, the effective date of the termination shall be the day on which the taking authority shall take possession of the taken property. Fixed Rent and additional rent shall be apportioned and adjusted as of the effective date of any such casualty event or taking. If in any such case the Demised Premises are rendered unfit for use and occupation and this Lease is not so terminated, Landlord shall use due diligence to put the Demised Premises, or, in the case of a taking, what may remain thereof (excluding any items which Tenant may be required or permitted to remove from the Demised Premises at the expiration of the Term) into proper condition for use and occupation, but Landlord shall not be required to spend more than the net proceeds of insurance or award of damages it receives therefor, and a just proportion of the Fixed Rent and additional rent according to the nature and extent of the injury to the Demised Premises shall be abated until the Demised Premises or such remainder shall have been put by Landlord in such condition; and in case of a taking which permanently reduces the area of the Demised Premises, a just proportion of the Fixed Rent shall be abated for the remainder of the Term.

(B) RESERVATION OF AWARD

Landlord reserves to itself any and all rights to receive awards made for damage to the Demised Premises, Building or Lot and the leasehold hereby created, or any one or more of them, accruing by reason of any exercise of the right of eminent domain or by reason of anything done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all of Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof. It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages payable for (i) movable equipment installed by Tenant or anybody claiming under Tenant at its own expense or (ii) relocation expenses, but in each case only if and to the extent that such damages are recoverable by Tenant from such authority in a separate action and without reducing Landlord's award of damages.

ARTICLE IX MORTGAGEE

(A) SUBORDINATION TO MORTGAGES

It is agreed that the rights and interest of Tenant under this Lease shall be: (i) subject and subordinate to the lien of any present or future first mortgage and to any and all advances to be made thereunder, and to the interest thereon, upon the Demised Premises or any property of which the Demised Premises are a part, if the holder of such mortgage shall elect, by notice to Tenant, to subject and subordinate the rights and interest of Tenant under this Lease to the lien of its mortgage; or (ii) prior to the lien of any present or future first mortgage, if the holder of such mortgage shall elect, by notice to Tenant, to give the rights and interest of Tenant under this Lease priority to the lien of its mortgage. It is understood and agreed that the holder of such mortgage may also elect, by notice to Tenant, to make some provisions hereof subject and subordinate to the lien of its mortgage while granting other provisions hereof priority to the lien of its mortgage. In the event of any of such elections, and upon notification by the holder of such mortgage to that effect, the rights and interest of Tenant under this Lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage, irrespective of the time of execution or time of recording of any such mortgage. Tenant agrees that it will, upon request of Landlord, execute, acknowledge and deliver any and all true and accurate instruments deemed by Landlord necessary or desirable to evidence or to give notice of such subordination or priority. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. Whether the lien of any mortgage upon the Demised Premises or any property of which the Demised Premises are a part shall be superior or subordinate to this Lease and the lien hereof, Tenant agrees that it will, upon request, attorn to the holder of such mortgage or anyone claiming under such holder and their respective successors and assigns in the event of foreclosure or similar action taken under such mortgage. Tenant further agrees that it shall not subordinate its interest in this Lease to the lien of any junior mortgage, security agreement or lease affecting the Demised Premises, unless the holder of the first mortgage upon the Demised Premises or property which includes the Demised Premises shall consent thereto. Landlord agrees that, upon request of Tenant, it shall use commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement from any such mortgage holder in a form reasonably acceptable to Tenant.

(B) LIMITATION ON MORTGAGEE'S LIABILITY

Upon entry and taking possession of the mortgaged premises for any purpose, the holder of a mortgage shall have all rights of Landlord, and during the period of such possession Landlord, not such mortgage holder, shall have the duty to perform all of Landlord's obligations hereunder. No such holder shall be liable, either as a mortgagee or as holder of a collateral assignment of this Lease, to perform, or be liable in damages for failure to perform, any of the obligations of Landlord unless and until such holder shall succeed to Landlord's interest herein through foreclosure of its mortgage or the taking of a deed in lieu of foreclosure, and thereafter such mortgage holder shall not be liable for the performance of any of Landlord's obligations hereunder, except for the

performance of those obligations which arise during the period of time that such mortgage holder holds Landlord's right, title and interest in this Lease, such liability to be limited to the same extent as Landlord's liability is limited pursuant to Section 10(E) hereof.

(C) NO RELEASE OR TERMINATION

No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of any of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's mortgagees of record, if any, specifying the act or failure to act on the part of Landlord which could or would be the basis of Tenant's rights and (ii) such mortgagees, after receipt of such notice, have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section (C) shall be deemed to impose any obligation on any such mortgagee to correct or cure any such condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the mortgaged premises, if the mortgagee elects to do so, and a reasonable time to correct or cure the condition. Finally, Tenant agrees that so long as any present or future mortgage shall remain in effect Tenant shall not alter, modify, amend, change, surrender or cancel this Lease nor pay the rent due hereunder in advance for more than thirty (30) days, except as may be required herein, without the prior written consent of the holder thereof, and Tenant will not seek to be made an adverse or defendant party in any action or proceeding brought to enforce or foreclose such mortgage.

ARTICLE X
GENERAL PROVISIONS

(A) CAPTIONS

The captions of the Articles are for convenience and are not to be considered in construing this Lease.

(B) SHORT FORM LEASE

Upon request of either party both parties shall execute and deliver a short form of this Lease in form appropriate for recording, and if this Lease is terminated before the Term expires, an instrument in such form acknowledging the date of termination. No such short form lease shall contain any indication of the amount of the rentals payable hereunder by Tenant.

(C) RELOCATION

Landlord reserves the right, at any time following the expiration of the Initial Term, to relocate the Demised Premises to comparable space within another building on the Lot by giving Tenant no less than six (6) months prior written notice of such intention to relocate and the date of such relocation, which date shall not, after the Term shall commence, be less than ninety (90) days after the date of such notice. Effective on the date of such relocation, this lease shall be amended by deleting the description of the original Demised Premises and substituting therefor a description

of such comparable space. Landlord agrees to pay the reasonable cost of moving Tenant to such other space within another building on the Lot, and Tenant agrees to accomplish such moving on or before the date so fixed for such relocation.

(D) NOTICES

All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid, by mailing the same by Express Mail or by having the same delivered by a commercial delivery service such as Federal Express, UPS, Purolator Courier and the like. If given to Tenant the same shall be directed to Tenant at Tenant's Address or to such other person or at such other address as Tenant may hereafter designate by notice to Landlord; and if given to Landlord the same shall be directed to Landlord at Landlord's Address, or to such other person or at such other address as Landlord may hereafter designate by notice to Tenant. In the event the notice directed as above provided shall not be received upon attempted delivery thereof to the proper address and shall be returned by the Postal Service or delivery service to the sender because of a refusal of receipt, the absence of a person to receive, or otherwise, the time of the giving of such notice shall be the first business day on which delivery was so attempted.

After receiving notice from Landlord or from any person, firm or other entity that such person, firm or other entity holds a mortgage which includes the Demised Premises as part of the mortgaged premises, no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given by certified or registered mail to such holder, and the curing of any of Landlord's defaults by such holder shall be treated as performance by Landlord, it being understood and agreed that such holder shall be afforded a reasonable period of time after the receipt of such notice in which to effect such cure.

Notwithstanding the foregoing, in the event a Force Majeure prevents or materially impairs the effective delivery and/or receipt of any written notice to be provided by or to a party herein, notices may be provided by email delivery to each of the individuals set forth below as follows:

If to Landlord: Christopher Kaneb, Catamount Management Corporation
Email Address: CKaneb@catamountmanagement.com

Wendy Smith, Catamount Management Corporation
Email Address: WSmith@catamountmanagement.com

Christopher Wessen, Lincoln Property Company
Email Address: CWessen@LPC.com

David Vittorio, Lincoln Property Company
Email Address: DVittori@LPC.com

Christopher J. Dole, PierceAtwood LLP
Email Address: CDole@pierceatwood.com

If to Tenant: Brian Davis, Chief Operating Officer, Piaggio Fast Forward, Inc.
Email Address: Brian.Davis@piaggiofastforward.com

(E) SUCCESSORS AND ASSIGNS

The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns, except that the Landlord named herein and each successive owner of Landlord's interest in this Lease shall be liable only for the obligations of Landlord accruing during the period of its ownership. Whenever Landlord's interest in this Lease is owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually. Without limiting the generality of the foregoing, and whether or not Landlord's interest in this Lease is owned by a trustee or trustees, Tenant specifically agrees to look solely to Landlord's interest in the Building and Lot for recovery of any judgment from Landlord, it being specifically agreed that neither Landlord, any trustee, beneficiary or shareholder of any trust estate for which Landlord acts nor any person or entity claiming by, through or under Landlord shall ever otherwise be personally liable for any such judgment.

(F) NO SURRENDER

The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Demised Premises.

(G) WAIVERS AND REMEDIES

The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease, or, with respect to such failure of Landlord, any of the rules and regulations referred to in Section 6(4), whether heretofore or hereafter adopted by Landlord, shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation, nor shall the failure of Landlord to enforce any of said rules and regulations against any other tenant in the Building be deemed a waiver of any such rules or regulations as far as Tenant is concerned. The receipt by Landlord of Fixed Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord unless such waiver be in writing signed by Landlord. No consent or waiver express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty. No acceptance by Landlord of a lesser sum than the Fixed Rent and additional rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as

rent be deemed as accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy available to it. The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to seek the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to seek a decree compelling specific performance of any such covenants, conditions or provisions. If any term of this Lease, or the application thereof to any person or circumstances shall be held, to any extent, to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it has been held invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law. If any interest to be paid by Tenant hereunder shall exceed the highest lawful rate which Landlord may recover from Tenant, such interest shall be reduced to such highest lawful rate of interest.

(H) SELF-HELP

If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall have the right, but shall not be obligated, to enter upon the Demised Premises and to perform such obligation, notwithstanding the fact that no specific provision for such performance by Landlord is made in this Lease with respect to such default. Landlord will use commercially reasonable efforts to perform such acts at those times and in such a manner as to minimize the impact on Tenant's business operations and use and occupancy of the Demised Premises. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest, from the time paid by Landlord until the time Tenant repays the same to Landlord, at the rate of interest per annum as set forth in Section (A) of Article V above, shall be deemed to be additional rent and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing right without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

(I) ESTOPPEL CERTIFICATE

Tenant agrees from time to time after the Commencement Date, upon not less than ten (10) days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect; that Landlord has completed Landlord's Work; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Fixed Rent and additional rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect as modified and stating the modifications, and, if there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail); and the dates to which the Fixed Rent, additional rent and other charges have been paid. Any such statement delivered pursuant to this Section (I) may be relied upon by any prospective purchaser or mortgagee of premises which include the Demised Premises or any prospective assignee of any such mortgagee.

(J) WAIVER OF SUBROGATION

(1) Tenant hereby releases Landlord to the extent of Tenant's insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of Landlord or its agents. Tenant agrees that such insurance coverage maintained by Tenant under this Lease shall be endorsed to show that the insurer waives all rights of subrogation against the Landlord and their respective officers and employees for injuries arising from the Demised Premises or operations of Tenant.

(2) Landlord hereby releases Tenant, to the extent of the Landlord's insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of Tenant or its agents. Landlord agrees that such insurance coverage maintained by Landlord under this Lease shall be endorsed to show that the insurer waives all rights of subrogation against the Tenant and their respective officers and employees for injuries arising from the Building or operations of Landlord.

(K) BROKERS

Tenant hereby represents and warrants to Landlord that it has dealt with no broker in connection with this Lease other than Newmark, as broker for Landlord, and Steele Group, as broker for Tenant (the "Listed Broker/s"), and there are no other brokerage commissions or other finders' fees payable in connection herewith. Tenant hereby agrees to hold Landlord harmless from, and indemnified against, all loss or damage (including without limitation, the cost of defending the same) arising from any claim by any broker other than the "Listed Broker/s, claiming to have dealt with Tenant. Landlord agrees to compensate the Listed Brokers under separate agreement.

(L) LANDLORD'S DEFAULTS

Landlord shall not be deemed to have committed a breach of any obligation to make repairs or alterations or perform any other act unless: (1) it shall have made such repairs or alterations or performed such other act negligently; or (2) it shall have received notice from Tenant designating the particular repairs or alterations needed or the other act of which there has been failure of performance and shall have failed to make such repairs or alterations or performed such other act within a reasonable time after the receipt of such notice; and in the latter event Landlord's liability shall be limited to the cost of making such repairs or alterations or performing such other act.

(M) EFFECTIVENESS OF LEASE

The submission of this Lease for examination does not constitute a reservation of, or option for, the Demised Premises, and this Lease becomes effective as a lease only upon execution and unconditional delivery thereof by both Landlord and Tenant.

(N) HAZARDOUS MATERIALS

Tenant shall not (either with or without negligence) cause or permit the escape, the disposal or release of any Hazardous Materials on or under the Building, the Lot or the Demised Premises. Tenant shall not allow the storage or use of Hazardous Materials in any manner not sanctioned by the applicable permits, or by law or by the highest standards prevailing in the industry for the storage and use of such Hazardous Materials. Tenant shall not cause any Hazardous Materials to be brought into the Building, Lot or Demised Premises except such substances or materials used in the ordinary course of Tenant's business and which are identified in writing from time to time to Landlord (which Hazardous Materials shall be used, stored and disposed of in accordance with a program to be mutually agreed upon by Landlord and Tenant) or as otherwise approved by Landlord in writing, which approval shall not be unreasonably withheld, provided such use complies with the permitted allocated quantities of specified classes of chemicals permitted in the Building. Any Hazardous Materials used by Tenant shall at all times be brought to, kept at or used in so-called 'control areas' (the number and size of which shall be identified in the plans for Tenant's Work which are subject to Landlord's approval pursuant to this Lease) and in accordance with all applicable laws and ordinances, any permit or approval issued by any applicable governmental agency or authority and prudent environmental practice and (with respect to so-called "biohazard" materials) good scientific practice. In the event Tenant intends on using any biologically or chemically active or other Hazardous Materials, or materials that require a specialized permit, Tenant shall first obtain Landlord's prior consent, which shall not be unreasonably withheld, conditioned or delayed. Within five (5) days of Landlord's request, Tenant shall provide Landlord with a list of all biologically or chemically active or other Hazardous Materials, including quantities, used by Tenant in the Demised Premises or otherwise in the Building. Tenant shall obtain and maintain all proper permits required by applicable law or ordinance for the storage and use of any Hazardous Materials stored or used by Tenant, and Tenant shall furnish evidence of same upon request and shall comply with all governmental reporting requirements with respect to such Hazardous Materials used by Tenant in its business operations, and shall deliver to Landlord copies of such reports. "Hazardous Material" means (a) any hazardous, flammable, explosive or toxic materials, radioactive materials, asbestos in any form that is or could become friable, or polychlorinated biphenyls (PCBs); or (b) any chemical, material or substance defined, classified or regulated as toxic or hazardous or as a pollutant, contaminant or waste under any applicable environmental laws, including without limitation, those hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials on or under the Demised Premises, then the reasonable costs thereof shall be paid by Landlord, unless such release was caused solely by Tenant or persons acting under Tenant, whereupon the reasonable costs of such testing shall be reimbursed by Tenant to Landlord as additional rent promptly upon demand by Landlord. In the event Tenant (or persons acting under Tenant) is the cause of such release of Hazardous Materials with other parties, Tenant shall be responsible for a portion of the cost of such testing in proportion to its responsibility for such release in relation to the responsibility of such other parties. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief

regarding the presence of Hazardous Materials on the Demised Premises. Tenant shall indemnify Landlord in the manner elsewhere provided in this lease from any release of Hazardous Materials caused by Tenant on the Demised Premises, or elsewhere on the Lot if caused by Tenant or persons acting under Tenant. The within covenants shall survive the expiration or earlier termination of the term of this Lease.

The following paragraph of this Lease shall be applicable only if the Tenant uses Hazardous Materials of the type that would warrant such compliance either due to applicable law or good scientific practice:

Prior to the expiration of this Lease (or within thirty (30) days after any earlier termination), Tenant shall clean and otherwise decommission all interior surfaces (including floors, walls, ceilings, and counters), piping, supply lines, waste lines and plumbing in and/or exclusively serving the Demised Premises, and all exhaust or other ductwork in and/or exclusively serving the Demised Premises, in each case which has carried or released or been exposed to any Hazardous Materials, and shall otherwise clean the Demised Premises so as to permit the report hereinafter called for by this Section (N) to be issued. Prior to the expiration of this Lease (or within thirty (30) days after any earlier termination), Tenant, at Tenant's expense, shall obtain for Landlord a report addressed to Landlord and Landlord's designees (and, at Tenant's election, Tenant) by a reputable licensed environmental engineer that is designated by Tenant and acceptable to Landlord in Landlord's reasonable discretion, which report shall be based on the environmental engineer's inspection of the Demised Premises and shall show: that the Hazardous Materials, to the extent, if any, existing prior to such decommissioning, have been removed as necessary so that the interior surfaces of the Demised Premises (including floors, walls, ceilings, and counters), piping, supply lines, waste lines and plumbing, and all such exhaust or other ductwork in and/or exclusively serving the Demised Premises, may be reused by a subsequent tenant or disposed of in compliance with applicable environmental laws without taking any special precautions for hazardous substances and materials, without incurring special costs or undertaking special procedures for demolition, disposal, investigation, assessment, cleaning or removal of hazardous substances and materials and without incurring regulatory compliance requirements or giving notice in connection with hazardous substances and materials; and that the Demised Premises may be reoccupied for office or laboratory use, demolished or renovated without taking any special precautions for hazardous substances and materials, without incurring special costs or undertaking special procedures for disposal, investigation, assessment, cleaning or removal of hazardous substances and materials and without incurring regulatory requirements or giving notice in connection with hazardous substances and materials. Further, for purposes of this Section: "special costs" or "special procedures" shall mean costs or procedures, as the case may be, that would not be incurred but for the nature of the Hazardous Materials as Hazardous Materials instead of non-hazardous materials. The report shall include reasonable detail concerning the clean-up location, the test run and the analytical results. If Tenant fails to perform its obligations under this Section, without limiting any other right or remedy, Landlord may, on five (5) business days' prior written notice to Tenant perform such obligations at Tenant's expense, and Tenant shall promptly reimburse Landlord upon demand for all costs and expenses reasonably incurred. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

(O) DELAYS

In any case where either party hereto is required to do any act (other than make a payment of money), delays caused by or resulting from Act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations, declared state of emergency or public health emergency, pandemic (specifically including without limitation COVID-19), government mandated quarantine or travel ban, or other causes beyond such party's reasonable control (other than such party's financial condition) shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time". In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the party required to perform such work and to the party required to make such payment, for delays in the collection of such proceeds and awards. Notwithstanding any term or condition of this Lease to the contrary, the provisions of this Section O shall never be construed as allowing an extension of time with respect to Tenant's obligation to pay Fixed Rent or additional rent when and as due under this Lease or giving Tenant a basis to claim that this Lease or Tenant's obligations thereunder, including without limitation, Tenant's obligation to pay Fixed Rent and additional rent, are unenforceable or a claim based on frustration of purpose.

ARTICLE XI SECURITY DEPOSIT

Together with Tenant's execution of this Lease, Tenant shall deliver to Landlord a clean, irrevocable letter of credit ("Letter of Credit") issued by a commercial bank acceptable to Landlord with offices for banking purposes in Boston, Massachusetts (the "Issuing Bank"), which Letter of Credit shall (i) name Landlord as beneficiary thereof, (ii) have a term of not less than one (1) year, (iii) be in the amount of \$493,815.00 and (iv) otherwise be in form and content satisfactory to Landlord in its reasonable discretion. The Letter of Credit shall provide that: (a) Landlord may draw (on one or more occasions) an amount up to the face amount of the Letter of Credit upon presentation of only a demand for payment in the amount to be drawn, together with a certification of Landlord that it is entitled to draw on the Letter of Credit pursuant to the provisions of this Lease; (b) the Letter of Credit shall be deemed to be automatically renewed, without amendment, for consecutive periods of one year each, and shall have a final expiration date of not earlier than thirty (30) days after the expiration date of this Lease, unless the Issuing Bank sends written notice (hereinafter called the "Non-Renewal Notice") to Landlord, both by Federal Express or similar courier acceptable to Landlord, and by certified or registered mail, return receipt requested, not less than thirty (30) days next preceding the then expiration date of the Letter of Credit, that it elects not to have such Letter of Credit renewed; and (c) Landlord, after receipt of the Non-Renewal Notice, thirty (30) days prior to the expiration date of any Letter of Credit then held by Landlord, shall have the right, exercisable by a demand for payment draft only, to draw upon the Letter of Credit and receive the proceeds thereof.

In the event of any default by Tenant in the performance or observance of any of the terms and agreements in this Lease contained on the part of Tenant to be performed or observed (provided that the delivery of a default notice to Tenant shall not be required for purposes of this Article XI and to draw on the Letter of Credit if Landlord is prohibited from delivering the same under applicable law, including, without limitation, all applicable bankruptcy or insolvency laws),

or Tenant files a voluntary petition under any Federal or state bankruptcy or insolvency code, law or proceeding, or any obligations of Tenant remain unperformed or unsatisfied as of the expiration or earlier termination of this Lease, including, without limitation, the payment of any rent, Landlord may draw upon, use, apply or retain the whole or any part of the Letter of Credit to the extent required for the payment of any rent or for any sum which Landlord may expend or may be required to expend by reason of the foregoing, including, without limitation, any damages or deficiency in the re-letting of the Demised Premises, whether accruing before or after summary proceedings or other re-entry by Landlord. In the case of every such draw down, use, application or retention, Tenant shall, on demand, increase the available balance of the Letter of Credit by the amount so drawn, used, applied or retained to its former amount, and Tenant's failure to do so shall be a default of this Lease. The application of the Letter of Credit hereunder shall not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the monthly rent due for the last month of the term of this Lease.

In the event of a transfer of the Demised Premises or Landlord's interest therein, Landlord shall have the right, without cost or expense to Landlord, to transfer the Letter of Credit to the vendee or lessee, and provided that Tenant shall be notified of the name and address of the successor to Landlord, shall thereupon be released by Tenant from all liability for the return of such Letter of Credit, and such successor to Landlord shall be liable for return of the same. It is agreed that the provisions hereof shall apply to every transfer or assignment made of the Letter of Credit to a new landlord. Tenant shall execute such documents as may be reasonably necessary to accomplish such transfer or assignment of the Letter of Credit and shall pay any transfer fees of the Issuing Bank.

Tenant covenants that it will not assign or encumber, or attempt to assign or encumber, the Letter of Credit or any proceeds thereof, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. If the Landlord determines, in its reasonable discretion, that the financial condition of the Issuing Bank has so declined as to cause concern that the Issuing Bank may not honor a draw on its Letter of Credit, Tenant shall promptly, and in any event, within ten (10) business days of Landlord's written demand therefor, obtain a replacement Letter of Credit complying with the terms hereof from another commercial bank reasonably acceptable to Landlord with offices for banking purposes in Boston, Massachusetts.

ARTICLE XII MODIFICATION

No modification of any of the provisions of this Lease shall be valid or effective unless and until a written amendment, executed by both Landlord Tenant shall be signed and delivered. In the event that any holder or prospective holder of any mortgage which includes the Demised Premises as part of the mortgaged premises, shall request any modification of any of the provisions of this Lease, other than a provision directly related to the rents payable hereunder, the duration of the term hereof, or the size, use or location of the Demised Premises, Tenant agrees that Tenant will enter into an amendment of this Lease containing each such modification so requested. Notwithstanding the foregoing, Landlord hereby acknowledges and agrees that the preceding sentence shall not require Tenant to enter into any amendment of this Lease which increases

Tenant's payment obligations, materially affects Tenant's rights or obligations under the Lease, or Tenant's use and enjoyment of the Demised Premises as set forth in this Lease.

ARTICLE XIII

SIGNAGE

Tenant, at its sole cost and expense, shall have the right to install one (1) exterior non-illuminated sign on the South façade of the Building. Such exterior signage shall be subject to Landlord's reasonable review and approval of the graphics, size, location and materials used for construction of such signage and the method of attachment to the Building, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant, at its sole cost and expense, shall be responsible for obtaining any permits and approvals for such exterior signage and shall be responsible, at its sole cost and expense, to maintain such exterior signage in good condition, to remove such exterior signage at the expiration or early termination of the Lease, and to repair any damage caused by such removal. Landlord shall cooperate with Tenant as reasonably necessary in connection with any such permits or approvals.

ARTICLE XIV

GUARANTY

Simultaneously with Tenant's execution of this Lease, Tenant shall cause its affiliate, Piaggio Group Americas, Inc., a Delaware corporation, to execute and deliver a guaranty of Tenant's obligations under this Lease in the form attached hereto as Exhibit G.

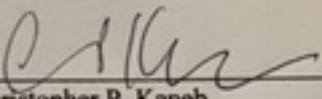
[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXECUTED as a sealed instrument in two or more counterparts as of the day and year first above written.

LANDLORD:

HOOD PARK LLC,
a Massachusetts limited liability company

By: Catamount Management Corporation
Its Manager

By: 
Name: Christopher P. Kaneb
Title: Vice President

TENANT:

PIAGGIO FAST FORWARD, INC.,
a Delaware corporation

By: _____
Name:
Title:

EXECUTED as a sealed instrument in two or more counterparts as of the day and year first above written.

LANDLORD:

HOOD PARK LLC,
a Massachusetts limited liability company

By: Catamount Management Corporation
Its Manager

By: _____
Name: Christopher P. Kaneb
Title: Vice President

TENANT:

PIAGGIO FAST FORWARD, INC.,
a Delaware corporation

By:  _____
Name: Greg Lynn
Title: CEO

EXHIBIT A

PLAN SHOWING LOCATION OF THE BUILDING

(Attached)

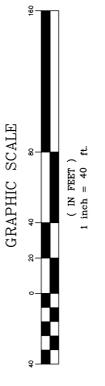
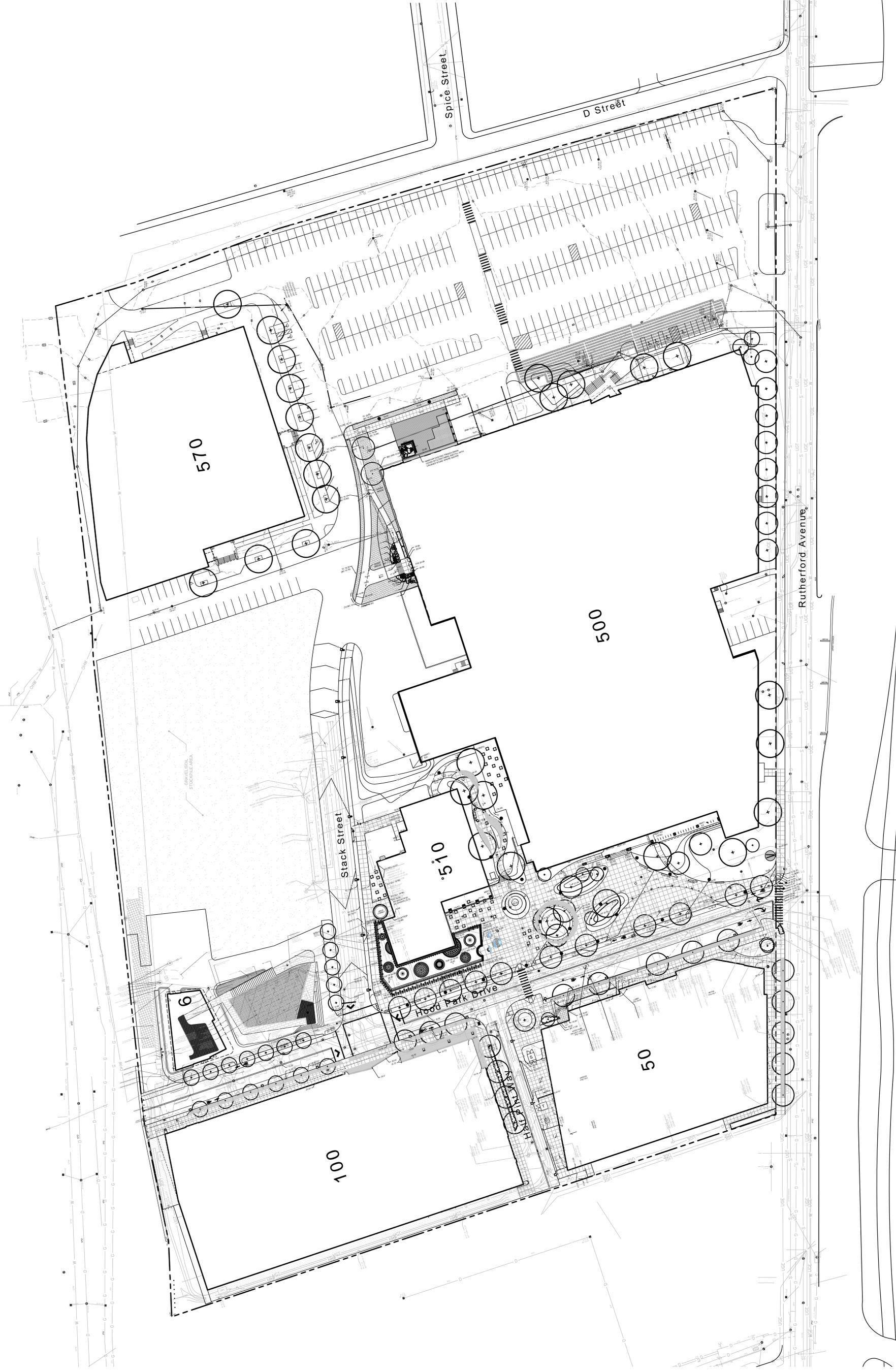


EXHIBIT B-1

TENANT'S WORK

All work needed to prepare the Demised Premises for Tenant's occupancy shall be Tenant's responsibility and is herein called "Tenant's Work". Except to the extent (if any) expressly provided to the contrary in the Lease, Tenant's Work shall include, without limitation, furnishing any distribution facilities within the Demised Premises for utilities (including, without limitation, electricity, water and sewerage) required to meet Tenant's needs.

Tenant shall submit to Landlord for its approval plans and specifications for Tenant's work, such submission to be made no later than Tenant's Design Completion Date. Landlord shall have from the later of ten (10) days from the date of submission or ten (10) days from the date of execution of this Lease to approve or disapprove such plans and specifications in its reasonable discretion. In the event of disapproval, Landlord shall give written notice of the same to Tenant and within ten (10) days from the date of such notice, Tenant shall submit new plans and specifications for Landlord's approval, corrected so as to satisfy Landlord's objections. Landlord shall not unreasonably withhold approval of plans and specifications, and Landlord agrees to cooperate with Tenant in the correction of disapproved plans and specifications.

All of Tenant's work shall be done at Tenant's sole risk and, to the extent in excess of the Allowance and the Additional Allowance, at Tenant's sole expense. Landlord shall not be a party to nor incur any liability as a result of any contract to perform any of Tenant's Work. All of Tenant's Work shall be performed in accordance with the schedule to be reasonably approved by Landlord and Landlord's general contractor for the performance of all work to be done in the Building. All of Tenant's Work shall be done by such contractors, labor and means so that, as far as may be possible, such work shall be done without interruption on account of strikes, work stoppages or similar causes of delay. Tenant shall obtain lien waivers from all of its contractors and subcontractors commencing work in the Demised Premises so that no mechanics' or materialmen's liens shall attach to the Demised Premises or the Building as a result of Tenant's Work.

All of Tenant's Work shall be done by contractors, subcontractors and labor previously approved by Landlord, which approval shall not be unreasonably withheld. Such contractors, subcontractors and labor shall be subject to the administrative supervision of the Landlord's architect or engineer and general contractor and Tenant shall reimburse Landlord for any actual out-of-pocket expenses incurred in connection with such administrative supervision. Landlord shall give reasonable access and entry to the Demised Premises to Tenant and its contractors and subcontractors at reasonable times and shall allow reasonable use of facilities located in the Building to enable Tenant to complete Tenant's work.

During all construction by Tenant, Tenant (either directly or through its contractors) shall maintain with respect to Demised Premises adequate builders risk insurance for improvements by Tenant (such insurance shall name Landlord, Landlord's Managing Agent, and Landlord's

Mortgagee as additional insured as their interests may appear) and satisfying the requirements of Article VI.(8).

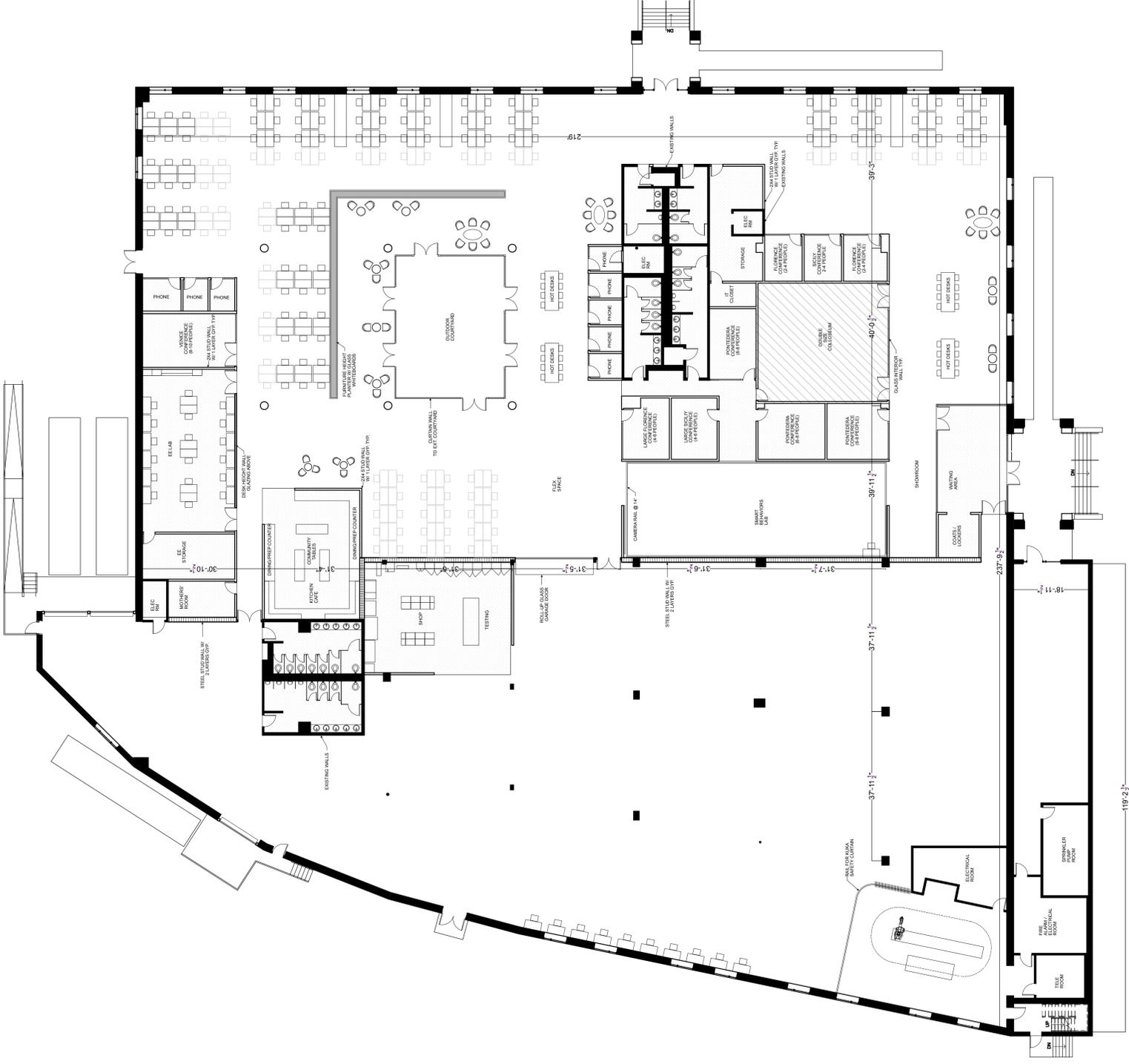
Tenant hereby expressly acknowledges that Landlord will not approve any facet of Tenant's plans and specifications requiring unusual expense to readapt the Demised Premises to normal use on the termination of this Lease, or increasing the cost to Landlord or other tenants of construction, insurance or taxes on the Building unless Tenant first gives assurances reasonably acceptable to Landlord that such readaption will be made prior to such termination without expense to Landlord and makes provisions reasonably acceptable to Landlord for payment of such increased costs. All of Tenant's Work shall be part of the Building except such items as Landlord shall specify in writing, at the time that Landlord approves the plans and specifications thereof, either to be removed by Tenant on termination of this Lease, or to be removed or left at Tenant's election.

EXHIBIT B-2

TENANT'S CONCEPTUAL PLANS

(Attached)

-  ~12' HIGH CEILING CAP
-  ~18' HIGH CEILING CAP



05/04/22 UPDATED PLAN

~ 102 DESKS, +70 FUTURE EXPANSION DESKS (172 TOTAL)
 DOES NOT INCLUDE FACTORY, EE LAB, OR HOT DESKS
 ~ 60 DESKS IN CURRENT PLAN

- CONFERENCE ROOMS:
 3 SICILY/FLORENCE
 2 LARGE SICILY/FLORENCE
 3 PONTEDERRA
 1 VENICE

SCALE: 1" = 1/16"

 0' 8' 16' 32' 48'

EXHIBIT C

LANDLORD'S SERVICES

Landlord shall cause the parking areas and driveways of the Lot to be kept reasonably free and clear of snow, ice and refuse and shall cause the landscaped areas (if any) of the Lot to be maintained in a reasonably attractive appearance. Landlord shall also cause the parking areas of the Lot to be kept lighted during hours of darkness to the extent reasonably required for the business operations conducted upon the Lot.

Landlord shall provide to the Building, water for drinking, lavatory and toilet purposes. Landlord shall cause Common Areas to be kept reasonably neat and clean and lighted to the extent required by the business operations conducted within the Lot. Landlord shall also provide central heating, ventilating and air conditioning ("HVAC") service to the office space portion of the Demised Premises which shall include air conditioning in the cooling season, and tempered air during the heating season, in a manner and at temperatures consistent with applicable law and customary practice of similar building in Boston, Massachusetts. Subject to the provisions of Section (O) of Article X, Landlord agrees that throughout the Term, Tenant shall have access to the Demised Premises, twenty four (24) hours a day, seven (7) days a week and fifty two (52) weeks a year.

EXHIBIT D

RULES AND REGULATIONS

1. The sidewalks, paved and/or landscaped areas shall not be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Demised Premises. No merchandise, boxes or pallets may be stored by Tenant outside of the Demised Premises and no cars, trucks or trailers may be parked on the Lot overnight without the prior written consent of Landlord.

2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the Demised Premises or Building so as to be visible from outside the Demised Premises without the prior written consent of Landlord. In the event of the violation of this paragraph, Landlord may remove same without any liability, and may charge the expense incurred in such removal to Tenant, as additional rent.

3. No awnings, curtains, blinds, shades, screens or other projections shall be attached to or hung in, or used in connection with, any window of the Demised Premises or any outside wall of the Building without the prior written consent of Landlord. Such awnings, curtains, blinds, shades, screens or other projections must be of a quality, type, design and color, and attached in the manner, approved by Landlord.

4. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were designed and constructed, and no sweepings, rubbish, rags, acids, chemicals, process water, cooling water or like substances shall be deposited therein. Said plumbing fixtures and the plumbing system of the Building shall be used only for the discharge of so-called sanitary waste. All damage resulting from any misuse of said fixtures and/or plumbing system by Tenant or anyone claiming under Tenant shall be borne by Tenant.

5. Tenant must, upon the termination of its tenancy, return to Landlord all locks, cylinders and keys to the Demised Premises and any offices therein.

6. Tenant shall, at Tenant's expense, provide artificial light and electric current for the employees of Landlord and/or Landlord's contractors while making repairs or alterations in the Demised Premises.

7. Tenant shall not make, or permit to be made, any unseemly or disturbing odors or noises or disturb or interfere with occupants of the Building or those having business with them, whether by use of any musical instrument, radio, machine, or in any other way.

8. Canvassing, soliciting, and peddling in the Building are prohibited and Tenant shall cooperate to prevent the same.

9. Tenant shall keep the Demised Premises free at all times of pests, rodents and other vermin, and at the end of each business day Tenant shall place for collection in the place or places provided therefor all trash and rubbish then in the Demised Premises.

10. All of the work done by Tenant shall be done by such contractors, labor and means so that, as far as may be possible, all work on the Property, whether by Landlord or Tenant, shall be done without interruption on account of strikes, work stoppages or similar causes of delay.

11. The buildings of Hood Park are smoke free buildings, and Tenant shall cause its employees and invitees who smoke to restrict such smoking to areas designated as "smoking areas" by Landlord from time to time. Landlord reserves the right to designate the entirety of Hood Park as a so-called "smoke-free" area, after which time smoking will not be allowed on the Property.

12. Landlord reserves the right to temporarily limit access to certain areas of the parking lot, or to temporarily require Tenant to use certain areas of the parking lot, as may be necessary during snow removal or landscaping operations. Tenant shall cooperate with Landlord in such instances and shall direct its employees, students, guests and other invitees to do the same.

13. So-called "space heaters" of every kind, nature, and description are not allowed in the Building or the Demised Premises. Any such space heaters are subject to removal and disposal by Landlord or its agents, without notice and without any Tenant recourse.

14. Use of bicycles, skateboards, scooters, roller skates, in-line skates, hoverboards, or other means of personal transportation is not allowed in any common areas located within interior/indoor portions of buildings at Hood Park, however, Tenant (and its employees) may use such items in the Demised Premises or on outdoor portions of common areas of Hood Park and Tenant may store such items in the Demised Premises or in other locations designated by Landlord. Notwithstanding the foregoing, Landlord reserves the right to prohibit hoverboards from any indoor areas within Hood Park.

15. Except as set forth in Item 17 below (or specifically allowed by Landlord on a case by case basis), pets are not allowed in the buildings at Hood Park.

16. Landlord reserves the right to rescind, alter, waive and/or establish any rules and regulations, which, in its judgment, are necessary, desirable or proper for its best interests and the best interests of the occupants of the Building.

17. Subject to the following terms and conditions and other rules and regulations which Landlord may impose from time to time, Tenant shall have the right to allow its employees to bring into and keep in or about the Demised Premises dogs owned by its employees (collectively, "Allowed Dogs" and individually, an "Allowed Dog"):

(i) Tenant shall be solely responsible for obtaining any necessary permit or consent of any governmental authority which may be required to allow the bringing into or the keeping of Allowed Dogs in or about the Demised Premises, Building or Property (Tenant hereby acknowledges and agrees that Landlord makes no representation or

warranty whatsoever that Allowed Dogs are permitted in the Demised Premises, Building or Property by any applicable Legal Requirements);

(ii) Tenant shall use commercially reasonable efforts to cause all owners of Allowed Dogs to comply with Rules and Regulations which Landlord may impose from time to time;

(iii) no overnight boarding of Allowed Dogs shall be allowed within the Demised Premises;

(iv) each Allowed Dog shall be duly licensed and have all immunizations and vaccination shots as required by applicable laws;

(v) such Allowed Pets shall be allowed in the Building for assisting the disabled or companionship purposes only and not for commercial or scientific purposes, sale, sport, laboratory testing, or breeding;

(vi) no Allowed Dogs shall cause or create a nuisance or unreasonable disturbance, as determined by the Landlord in its reasonable discretion;

(vii) Tenant shall be responsible for reimbursing Landlord for any and all costs and expenses incurred by Landlord as a result of any injury or damage caused to the Demised Premises, Building or Property caused by any Allowed Dogs;

(viii) No Allowed Dogs shall be left unattended on any portion of the Demised Premises, Building or Property;

(ix) No Allowed Dogs shall be permitted on or in any landscaped or green space area on any portion of the Building or the Property (other than the areas within the Building or Property designated by Landlord from time to time as being acceptable for Allowed Dogs);

(x) No Allowed Dogs shall be permitted on or in any area within any Property where the presence of such Allowed Dogs is prohibited by Landlord or would violate any laws or governmental rules, regulations or ordinances, including without limitation, areas where food is consumed, prepared or served;

(xi) Allowed Dogs in transit to or from the Demised Premises shall be either carried or leashed, which leash may not exceed a length which will permit close control of the Allowed Dogs;

(xii) No Allowed Dogs shall be permitted to urinate or defecate on any portion of the Building or Property and owners of Allowed Dogs must immediately and adequately clean up their Allowed Dogs' droppings, and in the event any owner of an Allowed Dog fails to immediately and adequately clean up their pet's droppings, Tenant, at its sole cost and expense, shall be solely responsible for such clean up;

(xiii) Landlord shall have the right to prohibit any breed of dog that results in a cancellation or notice of cancellation of a tenant's or the Landlord's liability insurance policy or increases the premium paid by a tenant or the Landlord; and

(xiv) Tenant shall indemnify and hold the Landlord free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of bringing or keeping any such Allowed Dogs within the Demised Premises, Building or Property.

EXHIBIT E

LEGAL DESCRIPTION OF LOT

Being shown as Lot B on a plan entitled "Plan of Land in Boston, Mass.", dated June 7, 1982 by Dana F. Perkins and Assoc., Inc., Civil Engineers and surveyors, recorded with Suffolk County Registry of Deeds, Book 9971, Page 454.

Included within the bounds of said Lot B is registered land shown on Land Court Plan No. 12912A, dated April 20, 1928, a copy of which is filed with the Suffolk County Registry District of the Land Court with Certificate of Title No. 24288.

There is appurtenant to said Lot s all rights and easements as may exist of record, insofar as the same are now in force and applicable to be exercised in common with all others lawfully entitled thereto, including, without limitation, those rights and easements set forth or referred to in the following deeds: Deed from **Boston** and Maine Railroad to H.P. Hood & Bone, Xne., dated July 21, 1960, recorded with Suffolk County Registry of Deeds, Book 7493, Page 233; Deed from David Massif, et al, Trustees of Massif Realty Trust to H.P. Hood & Sons, Inc. dated December 19, 1963, recorded with Suffolk County Registry of Deeds, Book 7810, Page 107;. Deed from Boston and Maine Corporation to B.P. Hood & Sons, Inc., dated September 9, 1969, recorded with Suffolk County Registry of Deeds, Book 8310, Page 483; Deed from Whiting Milk Company, Inc. to H.P. Hood, Inc., dated May 31, 1973, recorded with Suffolk County Registry of Deeds, Book '8631, Page 705; Deed from Boston and **Maine Railroad** to H.P. Hood & Sons, Inc., dated June 16, 1943, recorded with Suffolk County Registry of Deeds, Book 6040, Page 584; Deed from Boston and Maine Railroad to H.P. **hood 4 Sons, Inc., dated December 20, 1949**, recorded with Suffolk County Registry of Deeds, Book 6572, Page 369 and. Deed from Boston and Maine Railroad to H.P. Hood 4 Sons, Inc. dated May 26, 1953, recorded with Suffolk County Registry of Deeds, Book 6873, Page 2, bounded and described as follows:

S 23 degrees 50' 38" E by said'Rutherford Avenue, 1143.99 feet to a point at land of David Massif; thence turning and running

S 47 degrees 49' 22" W by said land of Massif and by land of W.W.F. Paper Corp., 716.04 feet to a point at land of B & M; thence turning **and running**

N 26 degrees 16' 38' W by said land of B & M, 84.52 feet to a point; thence turning and running

N 35 degrees 33' 36" W still by said land of B 134.90 feet
to a **point**; **thence** turning and running

N 30 degrees 10' 18" W still by said land of D & M, 519.55 feet to a **point**;
thence turning and running

21 26 degrees 23' 18" W still by said land of B & M, 51.62 feet to a point;
thence turning and. running

N 30 degrees 32' 31" W by said **land** of B & M, 344.11 feet to a
point; thence turning **and** running -

N 49 degrees 53' 49" E still by said land, of B & M, 94.19 feet to a point; thence
turning and running

N 45 degrees 39' 59" E still by said land of B & M, 170.84 feet to a point;
thence turning and running

N 49 degrees 55' 29" E still by said land of B & M, 322.29 feet to a point;
thence turning and running

N SI degrees 14' 19" E still by said land of B & M, 259.17 feet to a point of
beginning.

EXHIBIT F

ALLOWANCE/ADDITIONAL ALLOWANCE DISBURSEMENT REQUIREMENTS

Items Required for Funding of the Allowance (Prior to Final Payment):

- (i) a certificate signed by Tenant and Tenant's architect stating that the portions of the initial Alterations for which payment is requested have been completed substantially in accordance with the plans and specifications approved by Landlord;
- (ii) an application for payment from Tenant's contractor signed by Tenant's architect showing the schedule, by trade, of percentage of completion of the initial Alterations and certificate for payment [AIA form G702-1992 or equivalent] and a breakdown sheet [AIA form G703-1992 or equivalent], all with appropriate backup for labor rendered and materials delivered to the Demised Premises;
- (iii) the presentation of originals of any conditional lien waivers that Landlord may request with respect to contractors, subcontractors or providers of materials performing the applicable initial Alterations or providing the materials for which payment is requested;
- (iv) evidence reasonably satisfactory to Landlord that all portions of the Allowance previously paid by Landlord have been paid to the appropriate parties, such evidence may include, without limitation, copies of cancelled checks or other evidence of payment, and such parties have acknowledged receipt of same (and/or executed such documents reasonably required by Landlord, including without limitation, lien waivers in forms reasonably satisfactory to Landlord); and
- (v) such other information as Landlord may reasonably request.

Items Required for Funding of Final Payment of the Allowance

- (i) a detailed statement, including requisitions from Tenant's general contractor, applicable third party invoices and other documentation reasonably requested by Landlord evidencing the total cost of actual work done in connection with the Landlord approved plans for Tenant's Work for which such payment is requested (and Landlord shall have the right, upon reasonable advance notice to Tenant, to inspect Tenant's books and records relating to such statement in order to verify the amount thereof);
- (ii) final and unconditional lien waivers relating to items, services and work performed in connection with all phases or portions of Tenant's Work (and, if Tenant's general contractor has recorded a Notice of Substantial Completion in Suffolk Registry of Deeds pursuant to MGL Ch. 254 and the statutory period has elapsed since such

- recording, and if requested, has provided Landlord with satisfactory evidence that all subcontractors and Vendors have been provided with a copy of the recorded notice);
- (iii) “as-built” plans showing the completed Tenant’s Work;
 - (iv) a certificate of Tenant’s architect in the form of AIA G-704 indicating that the Tenant’s Work has been completed in accordance with the approved plans;
 - (v) evidence reasonably satisfactory to Landlord that all portions of the Allowance previously paid by Landlord have been paid to the appropriate parties, such evidence may include, without limitation, copies of cancelled checks or other evidence of payment, and such parties have acknowledged receipt of same (and/or executed such documents reasonably required by Landlord, including without limitation, lien waivers in forms reasonably satisfactory to Landlord); and
 - (vi) a copy of a final certificate of occupancy for the Demised Premises issued by the appropriate department of the City of Boston.

EXHIBIT G

GUARANTY OF LEASE

IN ORDER TO INDUCE HOOD PARK LLC, a Massachusetts limited liability company (“Landlord”), to enter into that certain Lease Agreement (the “Lease”) dated as of June 30, 2022 with PIAGGIO FAST FORWARD, INC., a Delaware corporation (“Tenant”), for certain premises located at 570 Rutherford Avenue, Charlestown, Massachusetts, the undersigned, PIAGGIO GROUP AMERICAS, INC., a Delaware corporation (the “Guarantor”), having a principal address of 860 Washington Street, 9th Floor, New York, New York 10014, hereby unconditionally guarantees the payment and performance of and agrees to pay and perform as a primary obligor all liabilities, obligations and duties (including, but not limited to, payment of rent) imposed upon Tenant under the terms of the Lease, as if Guarantor had executed the Lease as Tenant thereunder, subject to, and in accordance with, the terms and limitations set forth below.

Guarantor hereby waives notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices of default by Tenant under the Lease (except as provided to the contrary in the Lease or herein), and waives diligence, presentment, protest and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby. A copy of any notice required to be given Tenant under the terms of the Lease shall simultaneously be sent as provided in the Lease to Guarantor at the address specified above. Landlord's failure to provide such notice to Guarantor shall not void or impair the Guarantor's obligations hereunder, provided, however, that Guarantor shall not be liable for any particular claim until it shall have been provided with written notice of such claim required to be given Tenant under the Lease. In such event, Guarantor shall be provided an additional ten (10) days from the later of (i) receipt of the written notice, or (ii) the expiration of the applicable cure period under the Lease, to cure such default.

Guarantor further agrees that Landlord shall not be first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor. Suit may be brought and maintained against Guarantor by Landlord to enforce any liability, obligation or duty guaranteed hereby without joinder of Tenant or any other person. The liability of Guarantor shall not be affected by any termination of the Lease by Landlord. Landlord and Tenant, without notice to or consent by Guarantor, may at any time and from time to time enter into such modifications, extensions, amendments, indulgences, compromises, settlements or other covenants respecting the Lease as they may deem appropriate and Guarantor shall not be released thereby; provided, however, no amendment or modification of the Lease subsequent to any transfer of Tenant's interest herein that would increase the obligations of Guarantor under this Guaranty shall be effective as against Guarantor unless Guarantor has consented thereto in writing. Except as provided in the preceding sentence or otherwise in this Guaranty, Guarantor shall continue to be fully and unconditionally liable for the payment and performance of all liabilities, obligations and duties of Tenant under the Lease.

All sums payable by Guarantor under this Guaranty shall be payable at the principal address of Landlord as set forth in the Lease.

No assignment or sublease by Tenant, with or without the consent of Landlord, shall operate to extinguish or diminish the liability of Guarantor. This Guaranty shall be binding upon and inure to the benefit of Landlord and Guarantor and their respective heirs, successors and assigns.

Landlord and the undersigned intend and believe that each provision of this Guaranty comports with all applicable law. However, if any provision of this Guaranty is found by a court to be invalid for any reason, the parties intend that the remainder of this Guaranty shall continue in full force and effect and the invalid provision shall be construed as if it were not contained herein.

This Guaranty shall be governed and construed pursuant to the laws of The Commonwealth of Massachusetts. Guarantor hereby irrevocably and unconditionally submits to personal jurisdiction in The Commonwealth of Massachusetts over any suit, action or proceeding arising out of this Guaranty or out of the Lease, and Guarantor hereby waives any right to object to personal jurisdiction within The Commonwealth of Massachusetts. The initiation of any suit, action or proceeding by Landlord against the Guarantor or any property of the Guarantor in any other jurisdiction shall not constitute a waiver of the agreements contained herein that the law of The Commonwealth of Massachusetts shall govern the rights of Landlord and the rights and obligations of Guarantor under this Guaranty, and that Guarantor submits to personal jurisdiction within The Commonwealth of Massachusetts.

GUARANTOR WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY LANDLORD AGAINST THE GUARANTOR WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THE LEASE OR THIS GUARANTY.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

EXECUTED as of June 30, 2022 to be effective as of the date of the Lease.

PIAGGIO GROUP AMERICAS, INC.,
a Delaware corporation

By: _____
Name:
Title:

EXHIBIT B

GUARANTY OF LEASE

IN ORDER TO INDUCE HOOD PARK LLC, a Massachusetts limited liability company (“Landlord”), to enter into that certain Lease Agreement (the “Lease”) dated as of June 30, 2022 with PIAGGIO FAST FORWARD, INC., a Delaware corporation (“Tenant”), for certain premises located at 570 Rutherford Avenue, Charlestown, Massachusetts, the undersigned, PIAGGIO GROUP AMERICAS, INC., a Delaware corporation (the “Guarantor”), having a principal address of 860 Washington Street, 9th Floor, New York, New York 10014, hereby unconditionally guarantees the payment and performance of and agrees to pay and perform as a primary obligor all liabilities, obligations and duties (including, but not limited to, payment of rent) imposed upon Tenant under the terms of the Lease, as if Guarantor had executed the Lease as Tenant thereunder, subject to, and in accordance with, the terms and limitations set forth below.

Guarantor hereby waives notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices of default by Tenant under the Lease (except as provided to the contrary in the Lease or herein), and waives diligence, presentment, protest and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby. A copy of any notice required to be given Tenant under the terms of the Lease shall simultaneously be sent as provided in the Lease to Guarantor at the address specified above. Landlord's failure to provide such notice to Guarantor shall not void or impair the Guarantor's obligations hereunder, provided, however, that Guarantor shall not be liable for any particular claim until it shall have been provided with written notice of such claim required to be given Tenant under the Lease. In such event, Guarantor shall be provided an additional ten (10) days from the later of (i) receipt of the written notice, or (ii) the expiration of the applicable cure period under the Lease, to cure such default.

Guarantor further agrees that Landlord shall not be first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor. Suit may be brought and maintained against Guarantor by Landlord to enforce any liability, obligation or duty guaranteed hereby without joinder of Tenant or any other person. The liability of Guarantor shall not be affected by any termination of the Lease by Landlord. Landlord and Tenant, without notice to or consent by Guarantor, may at any time and from time to time enter into such modifications, extensions, amendments, indulgences, compromises, settlements or other covenants respecting the Lease as they may deem appropriate and Guarantor shall not be released thereby; provided, however, no amendment or modification of the Lease subsequent to any transfer of Tenant's interest herein that would increase the obligations of Guarantor under this Guaranty shall be effective as against Guarantor unless Guarantor has consented thereto in writing. Except as provided in the preceding sentence or otherwise in this Guaranty, Guarantor shall continue to be fully and unconditionally liable for the payment and performance of all liabilities, obligations and duties of Tenant under the Lease.

All sums payable by Guarantor under this Guaranty shall be payable at the principal address of Landlord as set forth in the Lease.

No assignment or sublease by Tenant, with or without the consent of Landlord, shall operate to extinguish or diminish the liability of Guarantor. This Guaranty shall be binding upon

and inure to the benefit of Landlord and Guarantor and their respective heirs, successors and assigns.

Landlord and the undersigned intend and believe that each provision of this Guaranty comports with all applicable law. However, if any provision of this Guaranty is found by a court to be invalid for any reason, the parties intend that the remainder of this Guaranty shall continue in full force and effect and the invalid provision shall be construed as if it were not contained herein.

This Guaranty shall be governed and construed pursuant to the laws of The Commonwealth of Massachusetts. Guarantor hereby irrevocably and unconditionally submits to personal jurisdiction in The Commonwealth of Massachusetts over any suit, action or proceeding arising out of this Guaranty or out of the Lease, and Guarantor hereby waives any right to object to personal jurisdiction within The Commonwealth of Massachusetts. The initiation of any suit, action or proceeding by Landlord against the Guarantor or any property of the Guarantor in any other jurisdiction shall not constitute a waiver of the agreements contained herein that the law of The Commonwealth of Massachusetts shall govern the rights of Landlord and the rights and obligations of Guarantor under this Guaranty, and that Guarantor submits to personal jurisdiction within The Commonwealth of Massachusetts.

GUARANTOR WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY LANDLORD AGAINST THE GUARANTOR WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THE LEASE OR THIS GUARANTY.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

EXECUTED as of June 30, 2022 to be effective as of the date of the Lease.

PIAGGIO GROUP AMERICAS, INC.,
a Delaware corporation

By: 
Name: Marco d'Acunzo
Title: President & CEO

EXHIBIT C

From: [Christopher J. Dole](#)
To: [Christopher Kaneb \(ckaneb@catamountmanagement.com\)](#); [Wendy Smith](#); [Chris Wessen](#); [David Vittori](#); [Bianchi, Tim](#); [Gould, Debra](#); [Steele Divitto](#)
Subject: 570 Rutherford Avenue - Piaggio Lease and Guaranty
Date: Thursday, July 7, 2022 12:24:27 PM
Attachments: [570 Rutherford - Piaggio Fast Forward Lease - Fully Executed 6_30_22\[15164407v1\].PDF](#)
[Piaggio - Guaranty of Lease - Fully Executed 6_30_22\[15165192v1\].PDF](#)

Good afternoon all,

It is my pleasure to be circulating this fully executed Lease Agreement between Hood Park LLC and Piaggio Fast Forward Inc. and the Guaranty of Lease executed by Piaggio Group Americas Inc.

Steele – when you circulate this to Piaggio, please let them know that I inserted the signature they provided for the Guaranty into the separate guaranty as I had previously instructed (not the exhibit to the lease). The attached Guaranty will be the operative document going forward. It is the same document as the exhibit but broken out separately.

We will follow up with the First Amendment to the Lease AND the Security Deposit next week.

Congrats to all.

Best regards.

Chris

Christopher J. Dole PIERCE ATWOOD LLP	100 Summer Street 22nd Floor Boston, MA 02110	PH 617.488.8130 FAX 617.824.2020
cdole@PierceAtwood.com	BIO > Admitted in MA	
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LEASE

LANDLORD: Hood Park LLC, a Massachusetts limited liability company

TENANT: Piaggio Fast Forward, Inc., a Delaware corporation

PREMISES: Hood Park, Charlestown, Massachusetts

DATED: As of June 30, 2022

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Exhibit A Plan Showing Location of The Building
Exhibit B-1 Tenant’s Work
Exhibit B-2 Tenant’s Conceptual Plans
Exhibit C Landlord’s Services
Exhibit D Rules and Regulations
Exhibit E Legal Description of Lot
Exhibit F Allowance/Additional Allowance Disbursement Requirements
Exhibit G Form of Lease Guaranty

INITIAL TERM: Eighty-Seven (87) full calendar months commencing on the Commencement Date and expiring on the last day of the Eighty-Seventh (87th) full calendar month following the Commencement Date (the “Expiration Date”).

RENT COMMENCEMENT DATE: The Ninety-Third (93rd) day following the Commencement Date.

FIXED RENT:

Commencing on the Rent Commencement Date and through the last day of the twelfth (12th) full calendar month following the Rent Commencement Date – \$1,975,260.00 per annum (\$35.00 per rentable square foot of the Demised Premises) payable in equal monthly installments of \$164,605.00;

Commencing on the first (1st) day of the thirteenth (13th) full calendar month following the Rent Commencement Date and through the last day of the twenty-fourth (24th) full calendar month following the Rent Commencement Date - \$2,031,696.00 per annum (\$36.00 per rentable square foot of the Demised Premises) payable in equal monthly installments of \$169,308.00;

Commencing on the first (1st) day of the twenty-fifth (25th) full calendar month following the Rent Commencement Date and through the last day of the thirty-sixth (36th) full calendar month following the Rent Commencement Date - \$2,088,132.00 per annum (\$37.00 per rentable square foot of the Demised Premises) payable in equal monthly installments of \$174,011.00;

Commencing on the first (1st) day of the thirty-seventh (37th) full calendar month following the Rent Commencement Date and through the last day of the forty-eighth (48th) full calendar month following the Rent Commencement Date - \$2,144,568.00 per annum (\$38.00 per rentable square foot of the Demised Premises) payable in equal monthly installments of \$178,714.00;

Commencing on the first (1st) day of the forty-ninth (49th) full calendar month following the Rent Commencement Date and through the last day of the sixtieth (60th) full calendar month following the Rent Commencement Date - \$2,201,004.00 per annum (\$39.00 per rentable square foot of the Demised Premises) payable in equal monthly installments of \$183,417.00;

Commencing on the first (1st) day of the sixty-first (61st) full calendar month following the Rent Commencement Date and through the last day of the seventy-second (72nd) full calendar month following the Rent Commencement Date - \$2,257,440.00 per annum (\$40.00 per rentable square foot of the Demised Premises) payable in equal monthly installments of \$188,120.00;

Commencing on the first (1st) day of the seventy-third (73rd) full calendar month following the Rent Commencement Date and through the last day of the eighty-fourth (84th) full calendar month following the Rent Commencement Date – \$2,313,876.00 per annum (\$41.00 per rentable square foot of the Demised Premises) payable in equal monthly installments of \$192,823.00.

ADDITIONAL RENT FOR TAXES AND OPERATING EXPENSES: As set forth in Article V of this Lease.

SECURITY DEPOSIT: \$493,815.00 in the form of a letter of credit, as set forth in Article XI hereof.

PERMITTED USE: General office and light manufacturing uses and such other legal uses ancillary thereto which are consistent with Landlord's operation of Hood Park, as reasonably determined by Landlord.

COMMERCIAL GENERAL LIABILITY INSURANCE LIMITS: As set forth in Section (8) of Article VI of this Lease.

(B) EXHIBITS

The exhibits listed below in this Section are incorporated in this Lease by reference and are to be construed as part of this Lease:

EXHIBIT A	Plan Showing Location of the Building
EXHIBIT B-1	Tenant's Work
EXHIBIT B-2	Tenant's Conceptual Plans
EXHIBIT C	Landlord's Services
EXHIBIT D	Rules and Regulations
EXHIBIT E	Legal Description of Lot
EXHIBIT F	Allowance/Additional Allowance Disbursement Requirements
EXHIBIT G	Form of Lease Guaranty

ARTICLE II
PREMISES

Subject to and with the benefit of the provisions of this Lease, Landlord hereby leases to Tenant, and Tenant leases from Landlord, the entire rentable area within the Building, excluding exterior faces of exterior walls, all common facilities of the Building and all building service fixtures and equipment serving (exclusively or in common) other parts of the Building. Tenant's space includes 56,436 rentable square feet of space comprising the entire rentable area within the Building. The Building is outlined in red upon the plan attached as Exhibit A. Tenant's space, with such exclusions, is hereinafter referred to collectively as the "Demised Premises". Tenant shall have, as appurtenant to the Demised Premises, the right to use, subject to reasonable rules from time to time made by Landlord of which Tenant is given notice: (i) the common facilities and or areas from time to time included in the Building or on the parcel of land on which the

Building is located (said parcel being more particularly described in Exhibit E and being hereafter referred to as the “Lot”) (“Common Areas”), to the extent from time to time designated by Landlord; and (ii) the building service fixtures and equipment serving the Demised Premises. To the extent such Common Areas are located within the Building, such right to use same shall be exclusive, however, to the extent Common Areas are located outside the Building, such rights shall be non-exclusive and in common with others. The Lot is represented by the area outlined by a bold line upon said Exhibit A. It is understood and agreed that said plan is intended only to show the approximate size of the Lot as presently constituted and the approximate size and location of the Building and for no other purpose. Landlord reserves the right from time to time to undertake the following in a manner that does not materially and adversely impair Tenant’s use and enjoyment of the Premises (a) to install, repair, replace, use, maintain and relocate for service to the Demised Premises and to other parts of the Building or either, building service fixtures and equipment wherever located in the Building; (b) to alter, relocate or eliminate any other common facility and/or Common Areas; (c) to designate specific parking areas upon the Lot to be for the exclusive use of one or more users thereof; (d) to designate specific traffic routes for trucks and other delivery vehicles; and (e) to increase and/or decrease the size of the Lot by the acquisition of adjacent land and/or the disposition of any portions thereof. No such increase or decrease shall be deemed to have occurred until Landlord shall give Tenant notice thereof. Landlord shall make available to Tenant on a non-exclusive, non-reserved, first come-first serve basis, at no additional cost to Tenant, one (1) parking space per one thousand (1,000) rentable square foot of floor area of the Demised Premises (i.e. 56 spaces) in the parking lot serving the Building with all overflow parking in the Parking Garage (as defined herein) at no cost. Tenant hereby acknowledges and agrees that other tenants of the Lot have been granted the non-exclusive right to use (on a non-reserved, first come-first serve basis), in common with Tenant, parking spaces in the parking lot serving the Building. Accordingly, Landlord cannot guaranty the availability of such parking spaces in the parking lot serving the Building if others entitled to use such parking spaces have parked in such parking spaces prior to Tenant (or those entitled to use such parking spaces under Tenant).

ARTICLE III TERM AND CONSTRUCTION

(A) TERM

To have and to hold for a period (the “Term”) commencing on the Commencement Date (as defined in Section (A) of Article I above) and, unless sooner terminated as provided herein, ending at the end of the Term; provided that if the Term (calculated as aforesaid) would expire prior to the last day of a calendar month, the Term shall be extended so as to expire on the last day of such calendar month. Upon the request of either party, at any time following the Commencement Date, Landlord and Tenant shall execute a commercially reasonable Commencement Date Agreement prepared by Landlord setting forth the Commencement Date, the Rent Commencement, the Expiration Date, the amount of Additional Allowance so used, if any, and the amortization thereof to be added to Tenant’s Monthly Installment of Fixed Rent (to the extent applicable), and any other factual information which is based on the occurrence of the Commencement Date.

(B) DELIVERY

The Landlord shall deliver the Demised Premises in its “as is” condition, provided that it shall be free of all occupants, personal property, furniture, trade fixtures and equipment with all Building systems, including existing life-safety systems, serving the Demised Premises in good working order (the “Delivery Condition”), and the Demised Premises shall be accepted by Tenant without any warranty of fitness for use or occupancy, expressed or implied. Tenant acknowledges that it has had the opportunity to inspect the Demised Premises, and it is understood and agreed that Tenant will accept the Demised Premises in their existing physical condition, and, except for the obligation to satisfy the Landlord’s Delivery Condition, Landlord shall be under no obligation to make any repairs, alterations or improvements to the Demised Premises prior to or at the commencement of the term hereof or at any time thereafter, except as otherwise set forth in this Lease, provided however, Landlord hereby acknowledges and agrees that any work necessary for Landlord to comply with the Delivery Condition shall be done in a good and workmanlike manner in compliance with all applicable laws. Notwithstanding the foregoing, Tenant hereby acknowledges and agrees that the Demised Premises is currently occupied by an existing tenant (the “Existing Tenant”) under a written lease which is scheduled to expire and terminate on or about June 30, 2022 and the delivery of the Demised Premises to Tenant to commence Tenant’s Work (as described below) is conditioned upon such Existing Tenant surrendering the Demised Premises to Landlord in the condition required by such lease. Landlord shall use commercially reasonable efforts to cause such Existing Tenant to deliver the Demised Premises to Landlord in the condition required by such lease, however, Landlord shall have no liability whatsoever to Tenant in the event such Existing Tenant fails to surrender the Demised Premises to Landlord in the condition required by such lease. Notwithstanding the foregoing, in the event the Existing Tenant fails to surrender the Demised Premises by July 1, 2022 (the “Existing Tenant Surrender Date”) and, as a result thereof, Tenant is prevented from accessing the Demised Premises for the purpose of planning and/or performing the Tenant’s Work, Tenant shall receive a credit against its obligation to pay Base Rent and Additional Rent for Taxes and Operating Expenses equal to one (1) day for each day that occurs between the Existing Tenant Surrender Date and the date the Existing Tenant has surrendered the Demised Premises or Tenant is otherwise able to access the Demised Premises for the purpose of planning and/or performing the Tenant’s Work. In addition, in the event the Existing Tenant fails to surrender the Demised Premises by November 1, 2022 (the “Outside Surrender Date”), Tenant shall have the right, as its sole and exclusive remedy at law or in equity, to terminate this Lease by providing written notice thereof to Landlord at any time following the Outside Surrender Date but before the date such Existing Tenant has surrendered the Demised Premises.

(C) TENANT’S WORK

Tenant shall perform, at its own cost and expense (but subject to the Allowance and the Additional Allowance defined below), any work (“Tenant’s Work”) required to prepare the Demised Premises for Tenant’s occupancy, such Tenant’s Work shall be performed in accordance with the provisions of Exhibit B-1 attached hereto, Section (8) of Article VI herein, and the Landlord’s construction rules and regulations, and shall equip the Demised Premises with all trade fixtures and personal property suitable or appropriate to the regular and normal operation of the type of business in which Tenant is engaged. Landlord hereby approves the conceptual plans in Exhibit B-2 including loading dock(s), courtyard, and kitchen at Tenant’s election. The loading

dock(s) courtyard, and kitchen will not require Restoration at the end of the Term. Tenant shall commence Tenant's Work promptly following the later of (i) Landlord's delivery of the Demised Premises to Tenant, or (ii) Landlord's approval of Tenant's plans, budget and completion schedule for the Tenant's Work, which shall not be unreasonably withheld, conditioned or delayed, and shall diligently pursue same to completion. In the event of Tenant's failure to comply with the provisions of this Article III or Exhibit B-1 of this Lease in any material respect, Landlord may, at Landlord's option, exercisable by 30 days' prior written notice to Tenant with an opportunity to cure, terminate this Lease on the date specified in said notice to Tenant, and upon such termination Landlord shall have all rights provided in the event of Tenant's default in Article VII of this Lease. Landlord shall review and approve or comment on Tenant's plans, budget and completion schedule for the Tenant's Work within the timeframes set forth in Exhibit B-1.

(D) GENERAL CONSTRUCTION PROVISIONS

All construction work required or permitted by this Lease, whether by Landlord or by Tenant, shall be done in a good and workmanlike manner in compliance with all applicable laws and all lawful ordinances, regulations and orders of governmental authorities and insurance rating or inspection bureaus having jurisdiction over the Building. Either party may inspect the work of the other at reasonable times and shall promptly give notice of observed defects.

(E) TENANT ALLOWANCE

As an inducement for Tenant to execute this Lease and prepare the Demised Premises for Tenant's occupancy, Landlord shall pay to Tenant an amount up to and not to exceed \$3,781,212.00 (\$67.00 per rentable square feet of the Demised Premises) towards the cost of the design and construction of the initial Alterations and related demolition costs (the "Allowance") that are completed within six (6) months after the Rent Commencement Date. In no event shall Landlord have any obligation to pay any portion of the Allowance for any of the initial Alterations completed after six (6) months following the Rent Commencement Date, except to the extent that Landlord causes any delay in completing such Alterations within such 6 month period and fails to cure such delay within two (2) business days of receiving written notice of such delay, whereupon such six (6) month period shall be extended one (1) day for each day that such Landlord delay exists. In addition, in no event shall Landlord have any obligation to pay any portion of the Allowance for any of the initial Alterations completed within six (6) months after the Rent Commencement Date unless Tenant has submitted a requisition for such payment within twelve (12) months following the Rent Commencement Date. The Allowance shall be utilized for so-called "hard" and "soft" costs of Tenant's Work, and to offset Tenant's Fixed Rent obligations, however, no more than \$846,540.00 (\$15.00 per rentable square feet of the Demised Premises) may be used for Tenant's so-called "soft costs", or to offset Tenant's Fixed Rent obligations. As completion of the Tenant's Work progresses, Tenant may submit requisitions for payment to Landlord from time to time (but not more frequently than once per month) and Landlord shall pay to Tenant, from the Allowance (up to the then remaining unused balance), Landlord's Portion (as defined below) of the amount set forth in the requisition within thirty (30) days following receipt of Tenant's requisition, along with each of the Items Required for Funding of the Allowance (Prior to Final Payment) set forth on Exhibit F attached hereto. "Landlord's Portion" shall mean the percentage derived by dividing the Allowance by the total estimated cost of the Tenant's Work, as

reflected in the approved budget therefor. Notwithstanding anything to the contrary contained in this Lease: (i) Landlord shall have no obligation to pay any portion of the Allowance until such time as Tenant has delivered the Security Deposit (as described in Section 21 of this Lease) to Landlord; (ii) Landlord's obligation to pay the Allowance shall be conditioned upon there being no then existing Event of Default by Tenant in its obligations under this Lease beyond any applicable notice and cure periods at the time that Landlord would be required to make such payment; and (iii) Landlord shall have no obligation to advance any funds or pay any amount on account of Tenant's Work in excess of the Allowance, such payment obligation to be Tenant's sole responsibility. It is expressly understood and agreed that except for Tenant's movable trade fixtures and equipment, furniture, and other personal property, all of Tenant's Work shall be property of Landlord whether or not the actual cost shall exceed the Allowance, unless specifically stated to the contrary at the time Landlord approves any plans therefor.

(F) ADDITIONAL ALLOWANCE

In addition to the Allowance, Tenant may elect, by giving Landlord written notice thereof at any time prior to the Commencement Date, to receive from Landlord an additional improvement allowance amount of up to \$733,668.00 (\$13.00 per square foot of rentable area of the Demised Premises) (the "Additional Allowance") to be added to the Allowance and used for the purposes the Allowance is used. The Additional Allowance will be funded and paid by Landlord to Tenant in accordance with the procedures, terms and conditions for funding/payment/expiration of the Allowance set forth in Section (E) above. In the event Tenant elects to use such Additional Allowance, the monthly amount calculated to fully amortize the total amount of the Additional Allowance so used by Tenant, on a so-called straight-line basis, over a term commencing on the Rent Commencement Date and ending on the scheduled expiration of the Term using an annual rate of interest of eight percent (8%) shall be added to Tenant's Monthly Installment of Fixed Rent commencing on the Rent Commencement Date and continuing throughout the Term. At the request of either party, the amount of Additional Allowance so used, if any, and the additional monthly payment therefor shall be documented in a written memorandum or amendment to this Lease prepared by Landlord. Further, if Tenant does not elect, by written notice thereof to Landlord on or before the Commencement Date, Tenant may not use any portion of the Additional Allowance.

ARTICLE IV
LANDLORD'S COVENANTS

(A) LANDLORD'S COVENANTS DURING THE TERM:

Landlord covenants during the Term:

(1) To furnish, through Landlord's employees or independent contractors, the services listed in Exhibit C; and

(2) Except as otherwise provided in this Lease, to maintain, repair and replace structural elements of the Building, the roof, exterior walls, utilities, pipes, conduits, drains and all

other building systems (including, without limitation, the heating, ventilating and air conditioning systems) and the Common Areas good order, condition and repair and in compliance with all laws, including without limitation, Title III of The Americans With Disabilities Act of 1990, as amended from time to time, or any applicable local or state law regarding handicapped access as such are enforced by local authorities having applicable, however, Tenant shall be solely responsible for the maintenance, repair and replacement of any specialty or non-office standard equipment, including without limitation, any supplemental heating, ventilation and air conditioning equipment, installed by or for Tenant that exclusively serves the Demised Premises (and Landlord shall have no obligation to maintain, repair or replace same). Landlord shall provide snow and ice removal from the driveways, sidewalks, driveways, stairs, entrances and loading docks on the Lot.

(B) INTERRUPTIONS

Except to the extent caused by Landlord's negligence or willful misconduct, Landlord shall not be liable to Tenant for any compensation or reduction of rent by reason of inconvenience or annoyance or for loss of business arising from (a) power losses or shortages, or (b) the necessity of Landlord's entering the Demised Premises for any of the purposes in this Lease authorized, including without limitation, for repairing or altering the Demised Premises or any portion of the Building or for bringing materials into and/or through the Demised Premises in connection with the making of repairs or alterations, provided Landlord takes any such action at those times and in such a manner as to minimize any interference with Tenant's business operations in and use and occupancy of the Demised Premises.

In case Landlord is prevented or delayed from making any repairs, alterations or improvements or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor, except as expressly otherwise provided in Article VIII, shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Demised Premises. Landlord reserves the right to stop any service or utility system when necessary in Landlord's reasonable opinion by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and, in any event, Landlord will use commercially reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

ARTICLE V RENT

(A) FIXED RENT

Tenant agrees to pay, without any offset or reduction whatever (except as made in accordance with the express provisions of this Lease), fixed monthly rent equal to 1/12th of the Fixed Rent, such rent to be paid, commencing on the Rent Commencement Date, in equal installments in advance on the first day of each calendar month included in the Term; and for any portion of a calendar month at the beginning or end of the Term, a portion of such fixed monthly

rent, prorated on a per diem basis. All payments of Fixed and additional rent shall be made in lawful money of the United States and shall be made by wire transfer or other electronic means reasonably acceptable to Landlord pursuant to instructions/information provided by Landlord to Tenant, or by such other means and/or to such other person and/or at such other address as Landlord may from time to time designate. Notwithstanding any provision of this Lease to the contrary, Tenant shall remit the first (1st) monthly installment of Fixed Rent contemporaneously with the execution and delivery of this Lease to Landlord.

If any payment of rent or any other payment payable hereunder by Tenant to Landlord shall not be paid when due, the same shall bear interest from the date when the same was payable until the date paid at the lesser of (a) eighteen percent (18%) per annum, or (b) the highest lawful rate of interest which Landlord may charge to Tenant without violating any applicable law. Such interest shall constitute additional rent payable hereunder. Notwithstanding the foregoing, such late payment fee/penalty shall be waived the first time in any twelve (12) consecutive month period that such late payment may occur so long as Tenant has paid such amount due within seven (7) days of receipt of written notice from Landlord of Tenant's failure to pay such amount when due.

(B) ADDITIONAL RENT - TAXES

(1) For the purposes of this Section, "Tax Year" shall mean the twelve-month period in use in the City of Boston for the purpose of imposing ad valorem taxes upon real property. In the event that said City changes the period of its tax year, "Tax Year" shall mean a twelve-month period commencing on the first day of such new tax year, and each twelve-month period commencing on an anniversary of such date during the Term of this Lease. For purposes of this Section the "Property" shall mean the Lot and all improvements thereon from time to time, including the Building; and the "Factor" shall mean a fraction the numerator of which is the Rentable Floor Area of Tenant's Space and the denominator of which is the Total Rentable Floor Area of the Building. For purposes of this Section the "Building's Share of Real Estate Taxes" shall mean the sum of (i) the real estate taxes upon the Building plus (ii) the product of the real estate taxes upon the Lot and a fraction the numerator of which is the Total Rentable Floor Area of the Building, and the denominator of which is the number of square feet of rentable floor area contained within all buildings located upon the Lot provided, however, that for purposes of this subsection (ii), (x) if any portion of the Lot shall be separately assessed, the real estate taxes toward which Tenant shall be obligated to contribute shall include only those taxes on those portions of the Lot jointly assessed with the portion of the Lot on which the Building is located; and the denominator of said fraction shall be the number of square feet of rentable floor area of tenant spaces contained within all buildings located upon those portions of the Lot which are jointly assessed with the portion of the Lot on which the Building is located; and (y) the denominator shall not include any portion of the parking garage located on the third (3rd) through seventh (7th) floors of the building located at 100 Hood Park Drive (the "Parking Garage"). For purposes of clarification, Landlord and Tenant hereby acknowledge and agree that the Parking Garage is intended to be a common area cost of the Lot and not a cost specifically attributable to any particular building. Landlord reserves the right to equitably adjust the calculation of the Factor and the Building's Share of Real Estate Taxes with respect to Taxes as reasonably determined by Landlord.

(2) Commencing on the Rent Commencement Date, Tenant shall pay to Landlord, as additional rent, an amount equal to the Building's Share of Real Estate Taxes imposed with respect to the Property for the Tax Year in question multiplied by the Factor, such amount to be apportioned on a per diem basis for any fraction of a Tax Year contained within the Term.

(3) If Landlord shall receive any tax refund or rebate or sum in lieu thereof with respect to any Tax Year, then out of any balance remaining thereof, after deducting Landlord's reasonable and customary expenses incurred in obtaining such refund, rebate or other sum, Landlord shall pay to Tenant, provided that Tenant is not then in default in the performance of any of its obligations hereunder, an amount equal to the Building's Share of such balance multiplied by the Factor; but in no event shall Landlord pay to Tenant out of such refund, rebate or other sum for any Tax Year more than the amount paid by Tenant to Landlord pursuant to this Section (B) for such Tax Year.

(4) Any betterment assessment, so-called "rent tax" or any other tax levied or imposed by any governmental authority in addition to, in lieu of or as a substitute for real estate taxes shall nevertheless be deemed to be real estate taxes for the purpose of this Section 4.2. Furthermore, to the extent that any equipment installed as part of the Property (e.g. heating or air conditioning equipment) shall be classified as personal property for purposes of taxation, any personal property taxes thereon shall be deemed to be real estate taxes for purposes of this Section (B). Notwithstanding the foregoing, in no event shall Real Estate Taxes include Landlord's state or federal income tax liability with respect to rents or other revenue that Landlord receives or derives with respect to the Building or any other portion of Hood Park (collectively, "Landlord's Income Taxes").

(5) In the event of any taking by eminent domain under circumstances whereby this Lease shall not terminate, each of the Building's Share of Real Estate Taxes and the Factor shall be adjusted in order to reflect any change in rentable floor area.

(C) ADDITIONAL RENT - OPERATING COSTS

(1) For the purposes of this Section, the following terms shall have the following respective meanings:

Operating Year: Each successive fiscal year (as adopted by Landlord) in which any part of the Term of this lease shall fall.

"Operating Expenses" shall mean all reasonable and customary costs or expenses incurred for the management, operation, cleaning, maintenance, repair and upkeep of the Property, including, without limitation, all costs of maintaining and repairing the Property (including snow removal, landscaping and grounds maintenance parking lot operation and maintenance, garage operation and maintenance, security, operation and repair of ventilating and air-conditioning equipment, elevators (if any), lighting and any other Building equipment or systems) and of all repairs and replacements (other than repairs or replacements for which Landlord has received full reimbursement from contractors, other tenants of the Building or from others) necessary to keep the Property in good working order, repair, appearance and condition; all costs, including material

and equipment costs for cleaning and janitorial services to the Building (including window cleaning of the Building); all costs of any reasonable insurance carried by Landlord relating to the Property; all costs related to provision of heat (including oil, electric, steam and/or gas), air-conditioning, and water (including sewer charges) and other utilities to the Common Areas; payments under all service contracts relating to the foregoing; all compensation, fringe benefits, payroll taxes and workmen's compensation insurance premiums related thereto with respect to any employees of Landlord or its affiliates engaged in security and maintenance of the Property; all costs and expenses incurred for providing amenities and or services to tenants and occupants of the Property, including without limitation, shuttle services; attorneys' fees and disbursements (exclusive of any such fees and disbursements incurred in tax abatement proceedings or the preparation of leases) and auditing and other professional fees and expenses; and a management fee not to exceed four percent (4%) of the gross revenue of the Property.

There shall not be included in such Operating Expenses brokerage fees and other leasing costs (including rental fees) related to the operation of the Building or Hood Park; interest and depreciation charges incurred on the Property; or expenditures made by Tenant with respect to (i) cleaning, maintenance and upkeep of the Demised Premises; (ii) the provision of electricity to the Demised Premises provided Landlord bills same separately to Tenant; or Landlord's Income Taxes. In addition, Operating Expenses shall not include the following: (1) any loan costs for interest, amortization, or other payments on loans to Landlord; (2) expenses incurred in leasing or procuring tenants; (3) legal expenses other than those incurred for the general benefit of the Building's tenants; (4) allowances, concessions, and other costs of renovating or otherwise improving space for occupants of the Building or vacant leasable space in the Building; (5) rents due under ground leases; (6) costs incurred in selling, syndicating, financing, mortgaging, or hypothecating any of Landlord's interests in the Building; (7) wages and salaries of personnel above the level of property manager or general manager (or functional equivalent thereof regardless of title); (8) intentionally omitted; (9) costs due to Landlord's default under this Lease and/or costs due to the negligence or willful misconduct of any of Landlord; (10) any costs, fines or penalties incurred due to violations by Landlord of any Laws and the defense of same; (11) rental or other payments made under any ground lease; (12) costs of containing, removing or otherwise remediating any "Hazardous Material" (as hereinafter defined) to the extent not required as a result of any act, omission or negligence of Tenant.

If Landlord shall replace any capital items or make any capital expenditures reasonably necessary to maintain the structural integrity of the Demised Premises or the Building or of the utility systems servicing the Demised Premises, or which result in reducing Operating Expenses (collectively called "capital expenditures") the total amount of which is not properly included in Operating Expenses for the calendar year in which they were made, there shall nevertheless be included in Operating Expenses for each calendar year in which and after such capital expenditure is made the annual charge-off of such capital expenditure. Annual charge-off shall be determined by (i) dividing the original cost of the capital expenditure by the number of years of useful life thereof (the useful life shall be reasonably determined by Landlord in accordance with generally accepted accounting principles and practices in effect at the time of acquisition of the capital item); and (ii) adding to such quotient an interest factor computed on the unamortized balance of such capital expenditure based upon an interest rate reasonably determined by Landlord as being the interest rate then being charged for long term mortgages by institutional

lenders on like properties within the locality in which the Building is located.) Provided, further, that if Landlord reasonably concludes on the basis of engineering estimates that a particular capital expenditure will effect savings in Operating Expenses and that such annual projected savings will exceed the annual charge-off of capital expenditure computed as aforesaid, then and in such events, the annual charge-off shall be determined by dividing the amount of such capital expenditure by the number of years over which the projected amount of such savings shall fully amortize the cost of such capital item or the amount of such capital expenditure; and by adding the interest factor, as aforesaid.

The foregoing are intended to describe only the extent of potential cost and expenses and impose no obligation on Landlord to incur same.

The Factor: As defined in Section (B) above.

Building's Share of Operating Expenses: One hundred percent (100%) of the Operating Expenses with respect to the Building plus the product of the Operating Expenses with respect to the Lot and a fraction the numerator of which is the Total Rentable Floor Area of the Building and the denominator of which is the rentable floor area contained within all of the buildings located upon the Lot, as reasonably determined by Landlord (which denominator shall not include any portion of the Parking Garage). Notwithstanding the foregoing, Landlord and Tenant hereby acknowledge and agree that Operating Expenses attributable to the Parking Garage shall be included as Operating Expenses of the Lot and not attributable to any particular building. Landlord reserves the right to equitably adjust the calculation of the Factor and the Building's Share of Operating Expenses with respect to Operating Expenses as reasonably determined by Landlord, so long as such adjustment does not materially increase the costs payable by Tenant hereunder.

(2) Commencing on the Rent Commencement Date, Tenant shall pay to Landlord, as additional rent, an amount equal to the Building's Share of Operating Expenses for the Operating Year in question multiplied by the Factor, such amount to be apportioned on a per diem basis for any fraction of an Operating Year contained within the Term

(3) In the event of any taking by eminent domain under circumstances whereby this lease shall not terminate, each of the Building's Share of Operating Expenses and the Factor shall be appropriately adjusted to reflect any change in rentable floor area.

(D) MONTHLY PAYMENTS; AUDIT RIGHT

(1) Payment on account of the additional rent described in Sections (B) and (C) above shall be paid, as part of Tenant's total rent, monthly, and at the times and in the fashion herein provided for the payment of Fixed Rent. Promptly after the end of the first Tax Year and Operating Year, as the case may be, and promptly after the end of each Tax Year and Operating Year thereafter, Landlord shall make a determination of Tenant's share of Taxes or Tenant's share of Operating Expenses and shall provide Tenant with written notice of such determination in reasonable detail (the "Landlord's Statement") within a reasonable time after expiration of any Tax Year or Operating Year; and if the aforesaid payments theretofore made for such period by

Tenant exceed the actual amount of Tenant's share of Taxes or Tenant's share of Operating Expenses attributable to such period, such overpayment shall be credited against the payments thereafter to be made by Tenant pursuant to this Section (D), or promptly reimbursed to Tenant in the event the Term has expired or been terminated as provided in this Lease; and if the actual amount of Tenant's share of Taxes or Tenant's share of Operating Expenses attributable to such period is greater than such payments theretofore made on account for such period, Tenant shall make a suitable payment to Landlord in the amount of such underpayment within thirty (30) days of receipt of Landlord's Statement. The monthly payment on account of said additional rent shall be replaced after Landlord's determination of Tenant's share of Taxes or Tenant's share of Operating Expenses for the preceding Tax Year and Operating Year, as the case may be, by a payment which is one-twelfth (1/12th) of the actual Tenant's share of Taxes or Tenant's share of Operating Expenses for the immediately preceding Tax Year or Operating Year, as the case may be, with adjustments as appropriate where such period is less than a full twelve-month period. Appropriate adjustments shall be made in said monthly payment if the real estate taxes upon the Property for the current Tax Year shall be known prior to the end of said Tax Year and/or if real estate taxes shall be payable to the taxing authority in installments, all to the end that as each payment of real estate taxes shall become payable Landlord shall have received from Tenant payments sufficient in amount to pay Tenant's share of Taxes then payable by Landlord.

(2) During a period that is 270 days after receipt of any Landlord's Statement (the "Review Period"), so long as an Event of Default is not then existing, Tenant may, at its sole cost and expense, inspect and audit Landlord's records relevant to the cost and expense items reflected in such Landlord's Statement at a reasonable time during Landlord's usual business hours upon no less than fifteen (15) days prior written notice. Each Landlord's Statement shall be conclusive and binding upon Landlord and Tenant unless within the Review Period Tenant shall notify Landlord in writing that it disputes the correctness of Landlord's Statement, specifying how Landlord's Statement is claimed to be incorrect. If Tenant's inspection or audit reveals that an error was made in the calculation of Operating Expenses or Taxes previously charged to Tenant, then, provided there is no Event of Default and Landlord does not, in good faith, dispute the results of such audit, Tenant may credit the difference against the next installment of additional rent on account of Operating Expenses or Taxes due hereunder, except that if such difference is determined after the end of the Term, Landlord shall refund such difference to Tenant within thirty (30) days after such determination to the extent that such difference exceeds any amounts then due from Tenant to Landlord. If such inspection or audit reveals an underpayment by Tenant, then Tenant shall pay to Landlord, as additional rent hereunder, any underpayment of any such costs within thirty (30) days after receipt of an invoice therefor. In the event Landlord, in good faith, disputes the result of such audit, the Landlord and Tenant shall cooperate in good faith to promptly resolve any such disputes and if such dispute is not resolved within sixty (60) days following the date Landlord provides Tenant with written notice of such dispute, either party may submit such matter to be resolved through arbitration. Tenant may not use an auditor that is compensated on a contingency fee basis or in any other manner which is dependent upon the results of such audit or inspection. If Tenant's audit reveals that Tenant has been overcharged for Operating Expenses or Taxes by more than five percent (5%) for the audited period, then Landlord shall reimburse Tenant for the reasonable cost of the audit. Notwithstanding the foregoing, so long as Landlord has provided Tenant with all information reasonably necessary to conduct such audit or inspection, any such audit or inspection must be completed no later than the expiration of the Review Period,

such right to audit or inspect Landlord's records shall only apply to the year to which such Landlord Statement applies, and in no event shall Tenant have the right to audit or inspect Landlord's records for any prior year.

(E) ADDITIONAL RENT - ELECTRICITY, GAS, WATER & SEWER

(1) Tenant shall pay for all electricity consumed within the Demised Premises (including, without limitation, plugs and lights, VAV/reheat boxes, and any supplemental heating or cooling units). If the Demised Premises shall have utility meters measuring only the amount of the utilities consumed in the Demised Premises, commencing upon the delivery of the Demised Premises to Tenant, Tenant shall pay to the utility companies furnishing such utilities, promptly upon the receipt of bills therefor, the cost of such utilities consumed in the Demised Premises. If the Demised Premises shall not have a utility meter for a utility provided to the Demised Premises, then Tenant shall pay to Landlord upon demand from time to time, as additional rent, the cost of such utility consumed in the Demised Premises, as said cost shall be determined by check meter. Tenant shall pay to Landlord, from time to time as and when bills are rendered, the cost of all water (including sewer charges) and gas consumed by Tenant within the Demised Premises, which consumption amounts shall be measured by a separate meter or, in the case of water, a checkmeter installed by Landlord, at Landlord's expense. If Tenant uses gas within the Demised Premises and a meter is not provided by the utility, a checkmeter will be installed by Tenant, at Tenant's expense.

(2) Tenant's use of electricity in the Demised Premises shall not at any time exceed the capacity of any of the electrical conductors or equipment in or otherwise serving the Demised Premises.

ARTICLE VI
TENANT'S COVENANTS

TENANT'S COVENANTS DURING THE TERM.

Tenant covenants during the Term and such other time as Tenant occupies any part of the Demised Premises:

(1) To pay when due (a) all Fixed Rent and additional rent, (b) all taxes which may be imposed on Tenant's personal property in the Demised Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, and (c) all charges by any public utility for telephone and other utility services rendered to the Demised Premises;

(2) Except as otherwise provided in Article VIII and Section 4(A)(2), to keep the Demised Premises in good order, repair and condition, reasonable wear only excepted; to replace all light bulbs as necessary; maintain and replace all interior glass; keep all utilities, pipes, conduits, drains and other installations used in connection with the Demised Premises, including, without limitation, the heating, ventilating and air conditioning systems which exclusively serve only the Demised Premises in good order, condition and repair; and at the expiration or termination of this Lease peaceably to yield up the Demised Premises and all changes and additions therein in such order, repair and condition, first removing all goods and effects of Tenant and those claiming under

Tenant and any items the removal of which is required by any agreement between Landlord and Tenant (or specified therein to be removed at Tenant's election and which Tenant elects to remove), and repairing all damage caused by such removal and restoring the Demised Premises and leaving them clean and neat. Notwithstanding anything to the contrary contained herein, Tenant shall forthwith remove from the Demised Premises (repairing any damage caused by such removal) any installations, alterations, additions or improvements made or installed by or for Tenant or as part of Tenant's Work, so long as Landlord has indicated to Tenant in writing at the time of Landlord's approval of such installations, alterations, additions or improvements, which indication Landlord may make in its sole discretion, that such installations, alterations, additions or improvements may be required to be removed at the expiration or early termination of the Term, such removal to include returning the previously modified portions of the Demised Premises to their condition prior to the making of such installations, alterations, additions or improvements, provided however, in all events all so-called "specialty improvements" (file room systems, large cold rooms and animal facilities, etc.), computer/telecommunications equipment shall be removed by Tenant and damage caused by such removal shall be repaired by Tenant. Tenant's obligations hereunder shall survive the expiration or termination of the term of this Lease. For purposes of this Section (2) the word "repairs" includes the making of replacements when necessary. Tenant shall, at its sole costs and expense, keep the Demised Premises clean and free of refuse, and provide all janitorial and cleaning services to the Demised Premises on a nightly basis (except weekends and holidays) of a quality consistent with other tenants in the business park in which the Demised Premises is located and shall be solely responsible for removing from the Property (and until such removal from the Property Tenant shall store within the Demised Premises) any trash, refuse or debris generated by Tenant's use of the Demised Premises, other than typical office trash or cardboard which shall be deposited in appropriate receptacles maintained by Landlord on the Property;

(3) Continuously from the Commencement Date, to use and occupy the Demised Premises only for the Permitted Use; and not to injure or deface the Demised Premises, Building, or Lot; and not to permit in the Demised Premises any auction sale, nuisance, or the emission from the Demised Premises of any objectionable noise or odor; nor any use thereof which is improper, offensive, contrary to law or ordinances, or invalidates or increases the premiums for insurance of the Building (or any portion thereof) or its contents, or liable to render necessary any alteration or addition to the Building;

(4) To comply with the rules and regulations set forth in Exhibit D and all other reasonable rules and regulations hereafter made by Landlord (but only after copies thereof have been delivered to Tenant) for the care and use of the Building and Lot and their facilities and approaches, it being expressly understood, however, that Landlord shall not be liable to Tenant for the failure of other tenants of the Building to conform to such rules and regulations. In the event of a conflict between any of the terms of this Lease and the rules and regulations, the terms of this Lease shall prevail;

(5) To keep the Demised Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority and/or any insurance inspection or rating bureau having jurisdiction, and to procure all licenses and permits required because of any use made by Tenant and, if requested by Landlord, to do any work required because of such use,

it being understood that the foregoing provisions shall not be construed to broaden in any way the Permitted Use;

(6) Except as specifically set forth herein, not without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, to assign, hypothecate, pledge or otherwise encumber this Lease, to make any sublease or to permit occupancy of the Demised Premises or any part thereof by anyone other than Tenant, voluntarily or by operation of law, and as additional rent, to reimburse Landlord promptly upon demand for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assignment or subletting (up to a maximum of \$3,000 per request). Without intending to limit the foregoing, it is agreed that if Tenant requests Landlord's consent to (i) assign this Lease, (ii) sublet any portion of the Demised Premises for the remainder of the Term, or (iii) sublet more than fifty percent (50%) of the Demised Premises, in aggregate (in one or more separate subleases, taking into account all then-active subleases), for a term (or terms) of more than three (3) years (taking into account any extensions of such sublease term(s) or new subleases to the same subtenant or an entity related to such subtenant), Landlord shall have the option, exercisable by written notice to Tenant given within thirty (30) days after receipt of such request, to terminate this Lease (or if a sublease applies to a portion of the Demised Premises, partially terminate with respect to such portion of the Demised Premises subleased, as the case may be) as of a date specified in such notice, which shall be not less than thirty (30) days or more than sixty (60) days after the date of such notice; provided, however, that Tenant shall have the right to withdraw its request for such consent by written notice to Landlord within ten (10) days of receipt of Landlord's notice of termination, whereupon such termination shall be deemed to have no force or effect. If Landlord shall so terminate this Lease, rent shall be apportioned as of the date of termination, and Landlord may lease the Demised Premises or any portion thereof to any person or entity (including without limitation, Tenant's proposed assignee or subtenant, as the case may be) without any liability whatsoever to Tenant by reason thereof. If Landlord shall consent to any assignment of this Lease by Tenant or a subletting of the whole of the Demised Premises by Tenant at a rent which exceeds the rent payable hereunder by Tenant, or if Landlord shall consent to a subletting of a portion of the Demised Premises by Tenant at a rent in excess of the subleased portion's prorata share of the rent payable hereunder by Tenant, then Tenant shall pay to Landlord, as additional rent forthwith upon Tenant's receipt of each installment of any such excess rent, 50% of any such excess rent after deducting Tenant's reasonable and customary cost incurred in connection with such sublease. Each request by Tenant for permission to assign this Lease or to sublet the whole or any part of the Demised Premises shall be accompanied by a warranty by Tenant as to the amount of rent to be paid to Tenant by the proposed assignee or sublessee. For purposes of this Section (6), the term "rent" shall mean all fixed rent, additional rent or other payments and/or consideration payable by one party to another for the use and occupancy of premises. Tenant agrees, however, that neither it nor anyone claiming under it shall enter into any sublease, license, concession or other agreement for use, occupancy or utilization of space in the Demised Premises which provides for rental or other payment for such use, occupancy or utilization based, in whole or in part, on the net income or profits derived by any person or entity from the space leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and Tenant agrees that any such purported sublease, license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy, or utilization of any part of the Demised

Premises. Tenant further agrees that any sublease, license, concession or agreement for use, occupancy or utilization of space in the Demised Premises entered into by it or by anyone claiming under it shall contain the provisions set forth in the immediately preceding sentence. Tenant further agrees that if a sublease is entered into, neither the rent payable thereunder nor the amount thereof passed on to any person or entity shall have deducted therefrom any expenses or costs related in any way to the subleasing of such space. If and whenever Tenant shall not be a so-called "publicly held" company, it is understood and agreed that the transfer of fifty percent (50%) or more of the stock in Tenant of any class (whether in one transaction or a series of related transactions) shall constitute an "assignment" of Tenant's interest in this Lease. If there shall be any assignment or subletting by Tenant pursuant to the provisions of this paragraph, Tenant shall remain primarily liable for the performance and observance of the covenants and agreements herein contained on the part of Tenant to be performed and observed, such liability to be (in the case of any assignment) joint and several with that of such assignee. It is expressly understood and agreed that no assignment of Tenant's interest in this Lease shall be effective until such time as Tenant shall deliver to Landlord an agreement from the assignee, which agreement shall be reasonably satisfactory to Landlord in form and substance and shall provide that the assignee agrees with Landlord to be primarily liable for the performance and observance of the covenants and agreements herein contained on the part of Tenant to be performed and observed, such liability to be joint and several with that of Tenant. Notwithstanding the foregoing, Landlord's prior written consent shall not be required in the event of (a) the sale of all or substantially all of the assets or equity (whether stock, membership interests, partnership interests, or otherwise) of Tenant (a Permitted Corporate Transaction"), (b) an assignment to an affiliate, subsidiary, or parent of Tenant, or a corporation, partnership or other legal entity wholly owned by Tenant, or (c) the issuance of stock in Tenant in connection with a bona fide financing or capital raising transaction (a "Permitted Equity Transaction"), so long as such transferee (or the Tenant in connection with a Permitted Corporate Transaction or a Permitted Equity Transaction) has a tangible net worth equal to or greater than the greater of (i) the tangible net worth of Tenant as of the date of this Lease, or (ii) the tangible net worth of Tenant as of the date immediately prior to such Transaction or assignment;

(7) To the fullest extent allowed by law, Tenant shall indemnify, save harmless, and defend the Landlord and its managing agent, if any, its directors, officers, members, employees (each an "Indemnified Party") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, and expenses of any kind or character (including but not limited to reasonable attorney's fees and litigation expenses) caused by (i) Tenant's breach of any covenant or obligation under this Lease; (ii) any injury to or death of any person, or loss of or damage to property, sustained or occurring in, upon, at or about the Demised Premises, or (iii) any wrongful acts or any omission, fault, or negligence of Tenant, or of anyone acting on Tenant's behalf in connection with or arising from this Lease regardless of whether it was caused in part by the passive conduct, vicarious negligence, or implied omission of any Indemnified Party. However, this indemnity will not extend to any loss, damage, or expense to the extent arising out of the gross negligence, willful misconduct, or criminal act of the respective Indemnified Party. Such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this paragraph. Tenant's obligations under this paragraph shall continue without limitation as to time, notwithstanding the extinguishment of other rights and duties under

this agreement or any other agreement between the Landlord and Tenant by completion, termination, or any other manner.

(8) Tenant shall at its own expense, procure and maintain throughout the Term of this Lease the following insurance coverage:

(a) **Commercial General Liability** written on a standard ISO CG 00 01 occurrence form policy or its equivalent with the following minimum limits of liability:

\$1,000,000 per occurrence	Combined single limit for bodily injury and property damage
\$1,000,000 per occurrence	Personal and advertising injury
\$1,000,000 aggregate	Products/Completed operations
\$300,000 per occurrence	Damage to Rented Premises
\$5,000 per person	Medical Expenses
\$2,000,000 aggregate	General Policy Aggregate

(General aggregate applying on a per location basis if Tenant has multiple locations)

(b) **Automobile Liability Insurance** for all owned, non-owned, and hired vehicles with a minimum limit of liability of \$1,000,000 each accident, combined single limit for Bodily Injury and Property Damage.

(c) **Workers' Compensation Insurance** as required under applicable law and Employers Liability insurance subject to minimum limits of:

\$1,000,000 each accident	Bodily injury by accident
\$1,000,000 each employee	Bodily injury by disease
\$1,000,000 policy limit	Bodily injury by disease

or the minimum limits required by Tenant's Umbrella Liability insurer.

(d) **Umbrella/Excess Liability Insurance** which provides excess following form coverage over the underlying Commercial General Liability, Automobile Liability, and Employers Liability policies with minimum limits of \$5,000,000 per occurrence and annual aggregate.

(e) **Property Insurance:** Tenant shall also maintain throughout the Term, "Special Form Cause of Loss" property insurance (also known as "all risk") with coverage on a replacement cost basis without a coinsurance penalty, covering all tenant improvements installed at the Demised Premises by Landlord or Tenant, Tenant's trade fixtures and other personal property ("Tenant's Property"). Landlord shall be a loss payee on this policy for their interest in any tenant improvements. Tenant's policy shall include business interruption and extra expense insurance coverage in an amount sufficient to ensure adequate funds for Tenant's performance under the Lease in the event of an insured loss.

(f) **Other Insurance:** Landlord reserves the right to require Tenant to maintain other insurance coverages as deemed necessary from time to time.

(g) **Additional Insureds:** The required Commercial General Liability, and Umbrella Liability coverages shall name the Landlord and its agents, contractors, employees, representatives, managers, officers, directors, partners, members, parents, subsidiaries or affiliates “Landlord Parties”) as additional insureds.

(h) **Primary and Non-Contributory Insurance:** The Tenant’s insurance shall apply as primary insurance and not seek contribution with respect to any other insurance or self-insurance programs afforded to the Landlord.

(i) **General Insurance Requirements:**

(1) The required insurance (collectively “Tenant’s Insurance Policies”) shall be with insurers with a minimum A.M. Best rating of “A-VIII” and authorized to do business in the Commonwealth of Massachusetts.

(2) Tenant’s Insurance Policies shall provide at least thirty (30) days’ prior written notice of cancellation to each insured and additional insured including the Landlord.

(3) On or before the date which any of the Tenant Parties shall first enter the Demised Premises and thereafter within fifteen (15) days of the expiration date of each policy, Tenant shall deliver to Landlord certificates of insurance for the Tenant’s Insurance Policies with the endorsement(s) used to grant the Landlord Parties Additional Insured status attached. In the event of any claim, and/or upon Landlord’s request, Tenant shall deliver to Landlord copies of the Tenant’s Insurance Policies.

(j) **No Representation:** Landlord makes no representation that the limits or forms of coverage of insurance specified or referenced herein are adequate to cover Tenant’s Property, business operations, or obligations under this Lease.

(k) **Tenant’s Contractors and Agents Insurance:** Tenant agrees that, as a condition of entry to the Demised Premises, Tenant shall require all of Tenant’s agents, contractors, mechanics, suppliers, licensees and invitees performing work of any kind on the Demised Premises (collectively, “Vendors”) to purchase and maintain the following insurance, with limits of liability at least equal to the limits stated above for Tenant: (a) commercial general liability insurance, (b) automobile liability insurance covering all owned, non-owned and/or hired motor vehicles; (c) workers’ compensation insurance and employers liability insurance, (d) umbrella/excess liability insurance. All commercial general liability insurance and automobile liability insurance policies shall name the Tenant and Landlord Parties as additional insureds. It shall be Tenant’s sole responsibility to ensure that its Vendors comply with these insurance requirements prior to any Vendor’s entry onto the Demised Premises. Upon request by Tenant, Landlord will consider lower limits of liability for certain lower risk Vendors.

(l) **Limitation of Landlord’s Liability for Damage or Injury:** Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, air contaminants or emissions, electricity, electrical or electronic emanations or disturbance, water, rain or snow or leaks from any part of the Building or from the

pipes, appliances, equipment or plumbing works or from the roof, street or sub-surface or from any other place or caused by dampness, vandalism, malicious mischief or by any other cause of whatever nature; nor shall any of the Landlord Parties be liable for any such damage caused by other tenants or persons in the Building or caused by operations in construction of any private, public, or quasi-public work; nor shall any of the Landlord Parties be liable for any latent defect in the Demised Premises or in the Building.

(m) **Tenant's Acts--Effect on Insurance:** Tenant shall not do or permit any of Tenant's agents, contractors, employees, representatives, managers, officers, directors, partners, members, parents, subsidiaries or affiliates ("Tenant Parties") to do any act or thing upon the Demised Premises or elsewhere in the Property which will invalidate or be in conflict with any insurance policies or warranties covering the Property and the fixtures and property therein; and shall not do, or permit to be done, any act or thing upon the Demised Premises which shall subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon said Premises or for any other reason.

(9) To permit Landlord and its agents entry upon at least 48-hours advanced notice (except in cases of emergency): to examine the Demised Premises at reasonable times and, if Landlord shall so elect, to make repairs, alterations and replacements; to remove, at Tenant's expense, any changes, additions, signs, curtains, blinds, shades, awnings, aerials, flagpoles, or the like not consented to in writing; and to show the Demised Premises to prospective tenants during the twelve months preceding the expiration of the Term and to prospective purchasers and mortgagees at all reasonable times. Except in cases of emergency, a representative of Tenant may accompany Landlord's personnel at all times while they are in the Demises Premises;

(10) Not to place a load upon any part of the floor of the Demised Premises exceeding that for which said floor was designed or in violation of what is allowed by law; and not to move any safe, vault or other heavy equipment in, about or out of the Demised Premises except in such manner and at such times as Landlord shall approve in writing in each instance. Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure or to any other space in the Building shall be placed and maintained by Tenant in settings of cork, rubber, spring, or other types of vibration eliminators sufficient to confine such vibration or noise to the Demised Premises;

(11) All the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Demised Premises by Tenant or anyone claiming under Tenant, may be on the Demised Premises or elsewhere in the Building or on the Lot shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft, or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord, except to the extent caused by Landlord's gross negligence or willful misconduct;

(12) To pay promptly when due the entire cost of any work done on the Demised Premises by Tenant and those claiming under Tenant; not to cause or permit any liens for labor or

materials performed or furnished in connection therewith to attach to the Demised Premises; and immediately to discharge any such liens which may so attach;

(13) Not to make any alterations, improvements, changes or additions to the Demised Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed;

(14) To pay to Landlord (i) for the first sixty (60) days of such holdover, one hundred fifty percent (150%) of the total of the Fixed Rent and additional rent then applicable for each month or portion thereof that Tenant shall retain possession of the Demised Premises or any part thereof after the termination of this Lease, and (ii) after such first sixty (60) days of such holdover, (a) two hundred percent (200%) of the total of the Fixed Rent and additional rent then applicable for each month or portion thereof that Tenant shall retain possession of the Demised Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and (b) if such holdover continues for more than sixty (60) days, Tenant shall also to pay all damages (including, without limitation, direct, indirect or consequential damages) sustained by Landlord on account thereof; provided, however, that (i) Tenant's liability for such damages shall in no event exceed an amount equal to Tenant's Base Rent liability for the last 6 months of the Term and (ii) the provisions of this subsection shall not operate as a waiver by Landlord of any right of re-entry provided in this Lease or as a matter of law;

(15) To pay Landlord's out of pocket expenses, including reasonable attorney's fees, incurred in enforcing any obligation of Tenant in this Lease; and

(16) Not to enter into any sublease or other occupancy agreement with any other tenant or occupant of the Building or Property wherein Tenant would occupy or use space in the Building or Property which is not included within the Demised Premises without obtaining the prior written consent, which may be granted or withheld in Landlord's sole and absolute discretion.

ARTICLE VII DEFAULT

(A) EVENTS OF DEFAULT

(1) If Tenant shall default in the payment of Fixed Rent, additional rent or other payments required of Tenant, and if Tenant shall fail to cure said default within seven (7) days after receipt of notice of said default from Landlord, or (2) if Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed and if Tenant shall fail to cure said default within thirty (30) days after receipt of notice of said default from Landlord (but if longer than thirty days shall be reasonably required to cure said default, then if Tenant shall fail to commence the curing of such default within thirty days after receipt of said notice and diligently prosecute the curing thereof to completion), or (3) if any person shall levy upon, or take this leasehold interest or any part thereof upon execution, attachment or other process of law, or (4) if Tenant shall make an assignment of its property for the benefit of creditors or (5) if Tenant shall be declared bankrupt or insolvent according to law, or (6) if any bankruptcy or insolvency proceedings shall be commenced by or against Tenant, or

(7) if a receiver, trustee or assignee shall be appointed for the whole or any part of Tenant's Property, then in any of said cases and, in the cases of subsections (3) through (7) the same is not released or discharged within 45 days, Landlord may, so long as Landlord complies with all applicable laws, immediately, or at any time thereafter, and without any further notice or demand, in accordance with the terms of this Lease and applicable law terminate this Lease and thereafter pursue any and all remedies available under applicable law to enable Landlord to enter into and upon the Demised Premises or any part thereof in the name of the whole, and hold the Demised Premises as if this Lease had not been made, and expel Tenant and those claiming under it and remove its or their property without being taken or deemed to be guilty of any manner of trespass (or Landlord may send written notice to Tenant of the termination of this Lease), and upon entry as aforesaid (or in the event that Landlord shall send Tenant notice of termination as above provided, on the fifth day next following the date of the sending of the notice), the term of this Lease shall terminate. Notwithstanding the provisions of clauses (1) and (2) of the immediately preceding sentence, if Landlord shall have rightfully given Tenant notice of default pursuant to either or both of said clauses twice during any twelve-month period, and if Tenant shall thereafter default in the payment of Fixed Rent, additional rent or other payments and/or the performance or observance of any other agreement or condition required of Tenant, then Landlord may exercise the right of termination provided for it in said immediately preceding sentence without first giving Tenant notice of such default and the opportunity to cure the same within the time provided in said clause (1) and/or clause (2), as the case may be.

(B) OBLIGATIONS THEREAFTER

In case of any such termination, Tenant will indemnify Landlord each month against all loss of Fixed Rent and additional rent and against all obligations which Landlord may incur by reason of any such termination between the time of termination and the expiration of the Term; or at the election of Landlord, exercised at the time of termination or at any time thereafter, Tenant will indemnify Landlord each month until the exercise of the election against all loss of Fixed Rent and additional rent and against all obligations which Landlord may incur by reason of such termination during the period between the time of the termination and the exercise of the election, and upon the exercise of the election Tenant will pay to Landlord as damages such amount as at the time of the exercise of the election represents the amount by which the rental value of the Demised Premises for the period from the exercise of the election until the expiration of the Term shall be less than the amount of rent and other payments provided herein to be paid by Tenant to Landlord during said period. It is understood and agreed that at the time of the termination or at any time thereafter Landlord shall use commercially reasonable efforts to relet the Demised Premises, and for a term which may expire before or after the expiration of the Term, and without releasing Tenant from any liability whatsoever any amounts collected by Landlord in connection with such reletting of the Demised Premises shall offset amounts otherwise owed by Tenant hereunder, it being understood that, Tenant shall be liable for any reasonable and customary expenses incurred by Landlord in connection with obtaining possession of the Demised Premises, with removing from the Demised Premises property of Tenant and persons claiming under it (including warehouse charges), with putting the Demised Premises into good condition for reletting, and with any reletting, including, but without limitation, reasonable attorneys' fees and brokers fees, and that any monies collected from any reletting shall be applied first to the foregoing

expenses and then to the payment of Fixed Rent, additional rent and all other payments due from Tenant to Landlord.

ARTICLE VIII CASUALTY AND TAKING

(A) CASUALTY AND TAKING

In case during the Term (i) 50% or more of the Demised Premises, the Building, or Lot or any one or more of them, are damaged by fire or any other casualty or by action of public or other authority or are taken by eminent domain, and (ii) in Landlord's reasonable judgment the damage or casualty event will either (a) take twelve (12) months or more to resolve, or (b) occurs within the last year of the term of the Lease and is reasonably estimated by Landlord to take more than thirty (30) days to resolve, then this Lease shall terminate at either Tenant or Landlord's election, which may be made by given written notice to the other within thirty (30) days after the occurrence of the event giving rise to the election to terminate. Said notice shall, in the case of damage as aforesaid, specify the effective date of termination which shall be not less than thirty nor more than sixty days after the date of notice of such termination. In the case of any such taking by eminent domain, the effective date of the termination shall be the day on which the taking authority shall take possession of the taken property. Fixed Rent and additional rent shall be apportioned and adjusted as of the effective date of any such casualty event or taking. If in any such case the Demised Premises are rendered unfit for use and occupation and this Lease is not so terminated, Landlord shall use due diligence to put the Demised Premises, or, in the case of a taking, what may remain thereof (excluding any items which Tenant may be required or permitted to remove from the Demised Premises at the expiration of the Term) into proper condition for use and occupation, but Landlord shall not be required to spend more than the net proceeds of insurance or award of damages it receives therefor, and a just proportion of the Fixed Rent and additional rent according to the nature and extent of the injury to the Demised Premises shall be abated until the Demised Premises or such remainder shall have been put by Landlord in such condition; and in case of a taking which permanently reduces the area of the Demised Premises, a just proportion of the Fixed Rent shall be abated for the remainder of the Term.

(B) RESERVATION OF AWARD

Landlord reserves to itself any and all rights to receive awards made for damage to the Demised Premises, Building or Lot and the leasehold hereby created, or any one or more of them, accruing by reason of any exercise of the right of eminent domain or by reason of anything done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all of Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof. It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages payable for (i) movable equipment installed by Tenant or anybody claiming under Tenant at its own expense or (ii) relocation expenses, but in each case only if and to the extent that such damages are recoverable by Tenant from such authority in a separate action and without reducing Landlord's award of damages.

ARTICLE IX MORTGAGEE

(A) SUBORDINATION TO MORTGAGES

It is agreed that the rights and interest of Tenant under this Lease shall be: (i) subject and subordinate to the lien of any present or future first mortgage and to any and all advances to be made thereunder, and to the interest thereon, upon the Demised Premises or any property of which the Demised Premises are a part, if the holder of such mortgage shall elect, by notice to Tenant, to subject and subordinate the rights and interest of Tenant under this Lease to the lien of its mortgage; or (ii) prior to the lien of any present or future first mortgage, if the holder of such mortgage shall elect, by notice to Tenant, to give the rights and interest of Tenant under this Lease priority to the lien of its mortgage. It is understood and agreed that the holder of such mortgage may also elect, by notice to Tenant, to make some provisions hereof subject and subordinate to the lien of its mortgage while granting other provisions hereof priority to the lien of its mortgage. In the event of any of such elections, and upon notification by the holder of such mortgage to that effect, the rights and interest of Tenant under this Lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage, irrespective of the time of execution or time of recording of any such mortgage. Tenant agrees that it will, upon request of Landlord, execute, acknowledge and deliver any and all true and accurate instruments deemed by Landlord necessary or desirable to evidence or to give notice of such subordination or priority. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. Whether the lien of any mortgage upon the Demised Premises or any property of which the Demised Premises are a part shall be superior or subordinate to this Lease and the lien hereof, Tenant agrees that it will, upon request, attorn to the holder of such mortgage or anyone claiming under such holder and their respective successors and assigns in the event of foreclosure or similar action taken under such mortgage. Tenant further agrees that it shall not subordinate its interest in this Lease to the lien of any junior mortgage, security agreement or lease affecting the Demised Premises, unless the holder of the first mortgage upon the Demised Premises or property which includes the Demised Premises shall consent thereto. Landlord agrees that, upon request of Tenant, it shall use commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement from any such mortgage holder in a form reasonably acceptable to Tenant.

(B) LIMITATION ON MORTGAGEE'S LIABILITY

Upon entry and taking possession of the mortgaged premises for any purpose, the holder of a mortgage shall have all rights of Landlord, and during the period of such possession Landlord, not such mortgage holder, shall have the duty to perform all of Landlord's obligations hereunder. No such holder shall be liable, either as a mortgagee or as holder of a collateral assignment of this Lease, to perform, or be liable in damages for failure to perform, any of the obligations of Landlord unless and until such holder shall succeed to Landlord's interest herein through foreclosure of its mortgage or the taking of a deed in lieu of foreclosure, and thereafter such mortgage holder shall not be liable for the performance of any of Landlord's obligations hereunder, except for the

performance of those obligations which arise during the period of time that such mortgage holder holds Landlord's right, title and interest in this Lease, such liability to be limited to the same extent as Landlord's liability is limited pursuant to Section 10(E) hereof.

(C) NO RELEASE OR TERMINATION

No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of any of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's mortgagees of record, if any, specifying the act or failure to act on the part of Landlord which could or would be the basis of Tenant's rights and (ii) such mortgagees, after receipt of such notice, have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section (C) shall be deemed to impose any obligation on any such mortgagee to correct or cure any such condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the mortgaged premises, if the mortgagee elects to do so, and a reasonable time to correct or cure the condition. Finally, Tenant agrees that so long as any present or future mortgage shall remain in effect Tenant shall not alter, modify, amend, change, surrender or cancel this Lease nor pay the rent due hereunder in advance for more than thirty (30) days, except as may be required herein, without the prior written consent of the holder thereof, and Tenant will not seek to be made an adverse or defendant party in any action or proceeding brought to enforce or foreclose such mortgage.

ARTICLE X
GENERAL PROVISIONS

(A) CAPTIONS

The captions of the Articles are for convenience and are not to be considered in construing this Lease.

(B) SHORT FORM LEASE

Upon request of either party both parties shall execute and deliver a short form of this Lease in form appropriate for recording, and if this Lease is terminated before the Term expires, an instrument in such form acknowledging the date of termination. No such short form lease shall contain any indication of the amount of the rentals payable hereunder by Tenant.

(C) RELOCATION

Landlord reserves the right, at any time following the expiration of the Initial Term, to relocate the Demised Premises to comparable space within another building on the Lot by giving Tenant no less than six (6) months prior written notice of such intention to relocate and the date of such relocation, which date shall not, after the Term shall commence, be less than ninety (90) days after the date of such notice. Effective on the date of such relocation, this lease shall be amended by deleting the description of the original Demised Premises and substituting therefor a description

of such comparable space. Landlord agrees to pay the reasonable cost of moving Tenant to such other space within another building on the Lot, and Tenant agrees to accomplish such moving on or before the date so fixed for such relocation.

(D) NOTICES

All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid, by mailing the same by Express Mail or by having the same delivered by a commercial delivery service such as Federal Express, UPS, Purolator Courier and the like. If given to Tenant the same shall be directed to Tenant at Tenant's Address or to such other person or at such other address as Tenant may hereafter designate by notice to Landlord; and if given to Landlord the same shall be directed to Landlord at Landlord's Address, or to such other person or at such other address as Landlord may hereafter designate by notice to Tenant. In the event the notice directed as above provided shall not be received upon attempted delivery thereof to the proper address and shall be returned by the Postal Service or delivery service to the sender because of a refusal of receipt, the absence of a person to receive, or otherwise, the time of the giving of such notice shall be the first business day on which delivery was so attempted.

After receiving notice from Landlord or from any person, firm or other entity that such person, firm or other entity holds a mortgage which includes the Demised Premises as part of the mortgaged premises, no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given by certified or registered mail to such holder, and the curing of any of Landlord's defaults by such holder shall be treated as performance by Landlord, it being understood and agreed that such holder shall be afforded a reasonable period of time after the receipt of such notice in which to effect such cure.

Notwithstanding the foregoing, in the event a Force Majeure prevents or materially impairs the effective delivery and/or receipt of any written notice to be provided by or to a party herein, notices may be provided by email delivery to each of the individuals set forth below as follows:

If to Landlord: Christopher Kaneb, Catamount Management Corporation
Email Address: CKaneb@catamountmanagement.com

Wendy Smith, Catamount Management Corporation
Email Address: WSmith@catamountmanagement.com

Christopher Wessen, Lincoln Property Company
Email Address: CWessen@LPC.com

David Vittorio, Lincoln Property Company
Email Address: DVittori@LPC.com

Christopher J. Dole, PierceAtwood LLP
Email Address: CDole@pierceatwood.com

If to Tenant: Brian Davis, Chief Operating Officer, Piaggio Fast Forward, Inc.
Email Address: Brian.Davis@piaggiofastforward.com

(E) SUCCESSORS AND ASSIGNS

The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns, except that the Landlord named herein and each successive owner of Landlord's interest in this Lease shall be liable only for the obligations of Landlord accruing during the period of its ownership. Whenever Landlord's interest in this Lease is owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually. Without limiting the generality of the foregoing, and whether or not Landlord's interest in this Lease is owned by a trustee or trustees, Tenant specifically agrees to look solely to Landlord's interest in the Building and Lot for recovery of any judgment from Landlord, it being specifically agreed that neither Landlord, any trustee, beneficiary or shareholder of any trust estate for which Landlord acts nor any person or entity claiming by, through or under Landlord shall ever otherwise be personally liable for any such judgment.

(F) NO SURRENDER

The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Demised Premises.

(G) WAIVERS AND REMEDIES

The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease, or, with respect to such failure of Landlord, any of the rules and regulations referred to in Section 6(4), whether heretofore or hereafter adopted by Landlord, shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation, nor shall the failure of Landlord to enforce any of said rules and regulations against any other tenant in the Building be deemed a waiver of any such rules or regulations as far as Tenant is concerned. The receipt by Landlord of Fixed Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord unless such waiver be in writing signed by Landlord. No consent or waiver express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty. No acceptance by Landlord of a lesser sum than the Fixed Rent and additional rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as

rent be deemed as accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy available to it. The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to seek the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to seek a decree compelling specific performance of any such covenants, conditions or provisions. If any term of this Lease, or the application thereof to any person or circumstances shall be held, to any extent, to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it has been held invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law. If any interest to be paid by Tenant hereunder shall exceed the highest lawful rate which Landlord may recover from Tenant, such interest shall be reduced to such highest lawful rate of interest.

(H) SELF-HELP

If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall have the right, but shall not be obligated, to enter upon the Demised Premises and to perform such obligation, notwithstanding the fact that no specific provision for such performance by Landlord is made in this Lease with respect to such default. Landlord will use commercially reasonable efforts to perform such acts at those times and in such a manner as to minimize the impact on Tenant's business operations and use and occupancy of the Demised Premises. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest, from the time paid by Landlord until the time Tenant repays the same to Landlord, at the rate of interest per annum as set forth in Section (A) of Article V above, shall be deemed to be additional rent and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing right without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

(I) ESTOPPEL CERTIFICATE

Tenant agrees from time to time after the Commencement Date, upon not less than ten (10) days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect; that Landlord has completed Landlord's Work; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Fixed Rent and additional rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect as modified and stating the modifications, and, if there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail); and the dates to which the Fixed Rent, additional rent and other charges have been paid. Any such statement delivered pursuant to this Section (I) may be relied upon by any prospective purchaser or mortgagee of premises which include the Demised Premises or any prospective assignee of any such mortgagee.

(J) WAIVER OF SUBROGATION

(1) Tenant hereby releases Landlord to the extent of Tenant's insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of Landlord or its agents. Tenant agrees that such insurance coverage maintained by Tenant under this Lease shall be endorsed to show that the insurer waives all rights of subrogation against the Landlord and their respective officers and employees for injuries arising from the Demised Premises or operations of Tenant.

(2) Landlord hereby releases Tenant, to the extent of the Landlord's insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of Tenant or its agents. Landlord agrees that such insurance coverage maintained by Landlord under this Lease shall be endorsed to show that the insurer waives all rights of subrogation against the Tenant and their respective officers and employees for injuries arising from the Building or operations of Landlord.

(K) BROKERS

Tenant hereby represents and warrants to Landlord that it has dealt with no broker in connection with this Lease other than Newmark, as broker for Landlord, and Steele Group, as broker for Tenant (the "Listed Broker/s"), and there are no other brokerage commissions or other finders' fees payable in connection herewith. Tenant hereby agrees to hold Landlord harmless from, and indemnified against, all loss or damage (including without limitation, the cost of defending the same) arising from any claim by any broker other than the "Listed Broker/s, claiming to have dealt with Tenant. Landlord agrees to compensate the Listed Brokers under separate agreement.

(L) LANDLORD'S DEFAULTS

Landlord shall not be deemed to have committed a breach of any obligation to make repairs or alterations or perform any other act unless: (1) it shall have made such repairs or alterations or performed such other act negligently; or (2) it shall have received notice from Tenant designating the particular repairs or alterations needed or the other act of which there has been failure of performance and shall have failed to make such repairs or alterations or performed such other act within a reasonable time after the receipt of such notice; and in the latter event Landlord's liability shall be limited to the cost of making such repairs or alterations or performing such other act.

(M) EFFECTIVENESS OF LEASE

The submission of this Lease for examination does not constitute a reservation of, or option for, the Demised Premises, and this Lease becomes effective as a lease only upon execution and unconditional delivery thereof by both Landlord and Tenant.

(N) HAZARDOUS MATERIALS

Tenant shall not (either with or without negligence) cause or permit the escape, the disposal or release of any Hazardous Materials on or under the Building, the Lot or the Demised Premises. Tenant shall not allow the storage or use of Hazardous Materials in any manner not sanctioned by the applicable permits, or by law or by the highest standards prevailing in the industry for the storage and use of such Hazardous Materials. Tenant shall not cause any Hazardous Materials to be brought into the Building, Lot or Demised Premises except such substances or materials used in the ordinary course of Tenant's business and which are identified in writing from time to time to Landlord (which Hazardous Materials shall be used, stored and disposed of in accordance with a program to be mutually agreed upon by Landlord and Tenant) or as otherwise approved by Landlord in writing, which approval shall not be unreasonably withheld, provided such use complies with the permitted allocated quantities of specified classes of chemicals permitted in the Building. Any Hazardous Materials used by Tenant shall at all times be brought to, kept at or used in so-called 'control areas' (the number and size of which shall be identified in the plans for Tenant's Work which are subject to Landlord's approval pursuant to this Lease) and in accordance with all applicable laws and ordinances, any permit or approval issued by any applicable governmental agency or authority and prudent environmental practice and (with respect to so-called "biohazard" materials) good scientific practice. In the event Tenant intends on using any biologically or chemically active or other Hazardous Materials, or materials that require a specialized permit, Tenant shall first obtain Landlord's prior consent, which shall not be unreasonably withheld, conditioned or delayed. Within five (5) days of Landlord's request, Tenant shall provide Landlord with a list of all biologically or chemically active or other Hazardous Materials, including quantities, used by Tenant in the Demised Premises or otherwise in the Building. Tenant shall obtain and maintain all proper permits required by applicable law or ordinance for the storage and use of any Hazardous Materials stored or used by Tenant, and Tenant shall furnish evidence of same upon request and shall comply with all governmental reporting requirements with respect to such Hazardous Materials used by Tenant in its business operations, and shall deliver to Landlord copies of such reports. "Hazardous Material" means (a) any hazardous, flammable, explosive or toxic materials, radioactive materials, asbestos in any form that is or could become friable, or polychlorinated biphenyls (PCBs); or (b) any chemical, material or substance defined, classified or regulated as toxic or hazardous or as a pollutant, contaminant or waste under any applicable environmental laws, including without limitation, those hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials on or under the Demised Premises, then the reasonable costs thereof shall be paid by Landlord, unless such release was caused solely by Tenant or persons acting under Tenant, whereupon the reasonable costs of such testing shall be reimbursed by Tenant to Landlord as additional rent promptly upon demand by Landlord. In the event Tenant (or persons acting under Tenant) is the cause of such release of Hazardous Materials with other parties, Tenant shall be responsible for a portion of the cost of such testing in proportion to its responsibility for such release in relation to the responsibility of such other parties. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief

regarding the presence of Hazardous Materials on the Demised Premises. Tenant shall indemnify Landlord in the manner elsewhere provided in this lease from any release of Hazardous Materials caused by Tenant on the Demised Premises, or elsewhere on the Lot if caused by Tenant or persons acting under Tenant. The within covenants shall survive the expiration or earlier termination of the term of this Lease.

The following paragraph of this Lease shall be applicable only if the Tenant uses Hazardous Materials of the type that would warrant such compliance either due to applicable law or good scientific practice:

Prior to the expiration of this Lease (or within thirty (30) days after any earlier termination), Tenant shall clean and otherwise decommission all interior surfaces (including floors, walls, ceilings, and counters), piping, supply lines, waste lines and plumbing in and/or exclusively serving the Demised Premises, and all exhaust or other ductwork in and/or exclusively serving the Demised Premises, in each case which has carried or released or been exposed to any Hazardous Materials, and shall otherwise clean the Demised Premises so as to permit the report hereinafter called for by this Section (N) to be issued. Prior to the expiration of this Lease (or within thirty (30) days after any earlier termination), Tenant, at Tenant's expense, shall obtain for Landlord a report addressed to Landlord and Landlord's designees (and, at Tenant's election, Tenant) by a reputable licensed environmental engineer that is designated by Tenant and acceptable to Landlord in Landlord's reasonable discretion, which report shall be based on the environmental engineer's inspection of the Demised Premises and shall show: that the Hazardous Materials, to the extent, if any, existing prior to such decommissioning, have been removed as necessary so that the interior surfaces of the Demised Premises (including floors, walls, ceilings, and counters), piping, supply lines, waste lines and plumbing, and all such exhaust or other ductwork in and/or exclusively serving the Demised Premises, may be reused by a subsequent tenant or disposed of in compliance with applicable environmental laws without taking any special precautions for hazardous substances and materials, without incurring special costs or undertaking special procedures for demolition, disposal, investigation, assessment, cleaning or removal of hazardous substances and materials and without incurring regulatory compliance requirements or giving notice in connection with hazardous substances and materials; and that the Demised Premises may be reoccupied for office or laboratory use, demolished or renovated without taking any special precautions for hazardous substances and materials, without incurring special costs or undertaking special procedures for disposal, investigation, assessment, cleaning or removal of hazardous substances and materials and without incurring regulatory requirements or giving notice in connection with hazardous substances and materials. Further, for purposes of this Section: "special costs" or "special procedures" shall mean costs or procedures, as the case may be, that would not be incurred but for the nature of the Hazardous Materials as Hazardous Materials instead of non-hazardous materials. The report shall include reasonable detail concerning the clean-up location, the test run and the analytical results. If Tenant fails to perform its obligations under this Section, without limiting any other right or remedy, Landlord may, on five (5) business days' prior written notice to Tenant perform such obligations at Tenant's expense, and Tenant shall promptly reimburse Landlord upon demand for all costs and expenses reasonably incurred. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

(O) DELAYS

In any case where either party hereto is required to do any act (other than make a payment of money), delays caused by or resulting from Act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations, declared state of emergency or public health emergency, pandemic (specifically including without limitation COVID-19), government mandated quarantine or travel ban, or other causes beyond such party's reasonable control (other than such party's financial condition) shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time". In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the party required to perform such work and to the party required to make such payment, for delays in the collection of such proceeds and awards. Notwithstanding any term or condition of this Lease to the contrary, the provisions of this Section O shall never be construed as allowing an extension of time with respect to Tenant's obligation to pay Fixed Rent or additional rent when and as due under this Lease or giving Tenant a basis to claim that this Lease or Tenant's obligations thereunder, including without limitation, Tenant's obligation to pay Fixed Rent and additional rent, are unenforceable or a claim based on frustration of purpose.

ARTICLE XI SECURITY DEPOSIT

Together with Tenant's execution of this Lease, Tenant shall deliver to Landlord a clean, irrevocable letter of credit ("Letter of Credit") issued by a commercial bank acceptable to Landlord with offices for banking purposes in Boston, Massachusetts (the "Issuing Bank"), which Letter of Credit shall (i) name Landlord as beneficiary thereof, (ii) have a term of not less than one (1) year, (iii) be in the amount of \$493,815.00 and (iv) otherwise be in form and content satisfactory to Landlord in its reasonable discretion. The Letter of Credit shall provide that: (a) Landlord may draw (on one or more occasions) an amount up to the face amount of the Letter of Credit upon presentation of only a demand for payment in the amount to be drawn, together with a certification of Landlord that it is entitled to draw on the Letter of Credit pursuant to the provisions of this Lease; (b) the Letter of Credit shall be deemed to be automatically renewed, without amendment, for consecutive periods of one year each, and shall have a final expiration date of not earlier than thirty (30) days after the expiration date of this Lease, unless the Issuing Bank sends written notice (hereinafter called the "Non-Renewal Notice") to Landlord, both by Federal Express or similar courier acceptable to Landlord, and by certified or registered mail, return receipt requested, not less than thirty (30) days next preceding the then expiration date of the Letter of Credit, that it elects not to have such Letter of Credit renewed; and (c) Landlord, after receipt of the Non-Renewal Notice, thirty (30) days prior to the expiration date of any Letter of Credit then held by Landlord, shall have the right, exercisable by a demand for payment draft only, to draw upon the Letter of Credit and receive the proceeds thereof.

In the event of any default by Tenant in the performance or observance of any of the terms and agreements in this Lease contained on the part of Tenant to be performed or observed (provided that the delivery of a default notice to Tenant shall not be required for purposes of this Article XI and to draw on the Letter of Credit if Landlord is prohibited from delivering the same under applicable law, including, without limitation, all applicable bankruptcy or insolvency laws),

or Tenant files a voluntary petition under any Federal or state bankruptcy or insolvency code, law or proceeding, or any obligations of Tenant remain unperformed or unsatisfied as of the expiration or earlier termination of this Lease, including, without limitation, the payment of any rent, Landlord may draw upon, use, apply or retain the whole or any part of the Letter of Credit to the extent required for the payment of any rent or for any sum which Landlord may expend or may be required to expend by reason of the foregoing, including, without limitation, any damages or deficiency in the re-letting of the Demised Premises, whether accruing before or after summary proceedings or other re-entry by Landlord. In the case of every such draw down, use, application or retention, Tenant shall, on demand, increase the available balance of the Letter of Credit by the amount so drawn, used, applied or retained to its former amount, and Tenant's failure to do so shall be a default of this Lease. The application of the Letter of Credit hereunder shall not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the monthly rent due for the last month of the term of this Lease.

In the event of a transfer of the Demised Premises or Landlord's interest therein, Landlord shall have the right, without cost or expense to Landlord, to transfer the Letter of Credit to the vendee or lessee, and provided that Tenant shall be notified of the name and address of the successor to Landlord, shall thereupon be released by Tenant from all liability for the return of such Letter of Credit, and such successor to Landlord shall be liable for return of the same. It is agreed that the provisions hereof shall apply to every transfer or assignment made of the Letter of Credit to a new landlord. Tenant shall execute such documents as may be reasonably necessary to accomplish such transfer or assignment of the Letter of Credit and shall pay any transfer fees of the Issuing Bank.

Tenant covenants that it will not assign or encumber, or attempt to assign or encumber, the Letter of Credit or any proceeds thereof, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. If the Landlord determines, in its reasonable discretion, that the financial condition of the Issuing Bank has so declined as to cause concern that the Issuing Bank may not honor a draw on its Letter of Credit, Tenant shall promptly, and in any event, within ten (10) business days of Landlord's written demand therefor, obtain a replacement Letter of Credit complying with the terms hereof from another commercial bank reasonably acceptable to Landlord with offices for banking purposes in Boston, Massachusetts.

ARTICLE XII MODIFICATION

No modification of any of the provisions of this Lease shall be valid or effective unless and until a written amendment, executed by both Landlord Tenant shall be signed and delivered. In the event that any holder or prospective holder of any mortgage which includes the Demised Premises as part of the mortgaged premises, shall request any modification of any of the provisions of this Lease, other than a provision directly related to the rents payable hereunder, the duration of the term hereof, or the size, use or location of the Demised Premises, Tenant agrees that Tenant will enter into an amendment of this Lease containing each such modification so requested. Notwithstanding the foregoing, Landlord hereby acknowledges and agrees that the preceding sentence shall not require Tenant to enter into any amendment of this Lease which increases

Tenant's payment obligations, materially affects Tenant's rights or obligations under the Lease, or Tenant's use and enjoyment of the Demised Premises as set forth in this Lease.

ARTICLE XIII

SIGNAGE

Tenant, at its sole cost and expense, shall have the right to install one (1) exterior non-illuminated sign on the South façade of the Building. Such exterior signage shall be subject to Landlord's reasonable review and approval of the graphics, size, location and materials used for construction of such signage and the method of attachment to the Building, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant, at its sole cost and expense, shall be responsible for obtaining any permits and approvals for such exterior signage and shall be responsible, at its sole cost and expense, to maintain such exterior signage in good condition, to remove such exterior signage at the expiration or early termination of the Lease, and to repair any damage caused by such removal. Landlord shall cooperate with Tenant as reasonably necessary in connection with any such permits or approvals.

ARTICLE XIV

GUARANTY

Simultaneously with Tenant's execution of this Lease, Tenant shall cause its affiliate, Piaggio Group Americas, Inc., a Delaware corporation, to execute and deliver a guaranty of Tenant's obligations under this Lease in the form attached hereto as Exhibit G.

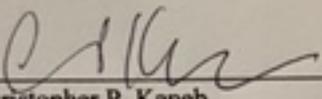
[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXECUTED as a sealed instrument in two or more counterparts as of the day and year first above written.

LANDLORD:

HOOD PARK LLC,
a Massachusetts limited liability company

By: Catamount Management Corporation
Its Manager

By: 
Name: Christopher P. Kaneb
Title: Vice President

TENANT:

PIAGGIO FAST FORWARD, INC.,
a Delaware corporation

By: _____
Name:
Title:

EXECUTED as a sealed instrument in two or more counterparts as of the day and year first above written.

LANDLORD:

HOOD PARK LLC,
a Massachusetts limited liability company

By: Catamount Management Corporation
Its Manager

By: _____
Name: Christopher P. Kaneb
Title: Vice President

TENANT:

PIAGGIO FAST FORWARD, INC.,
a Delaware corporation

By:  _____
Name: Greg Lynn
Title: CEO

EXHIBIT A

PLAN SHOWING LOCATION OF THE BUILDING

(Attached)

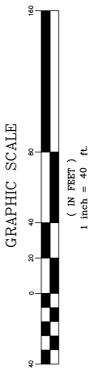
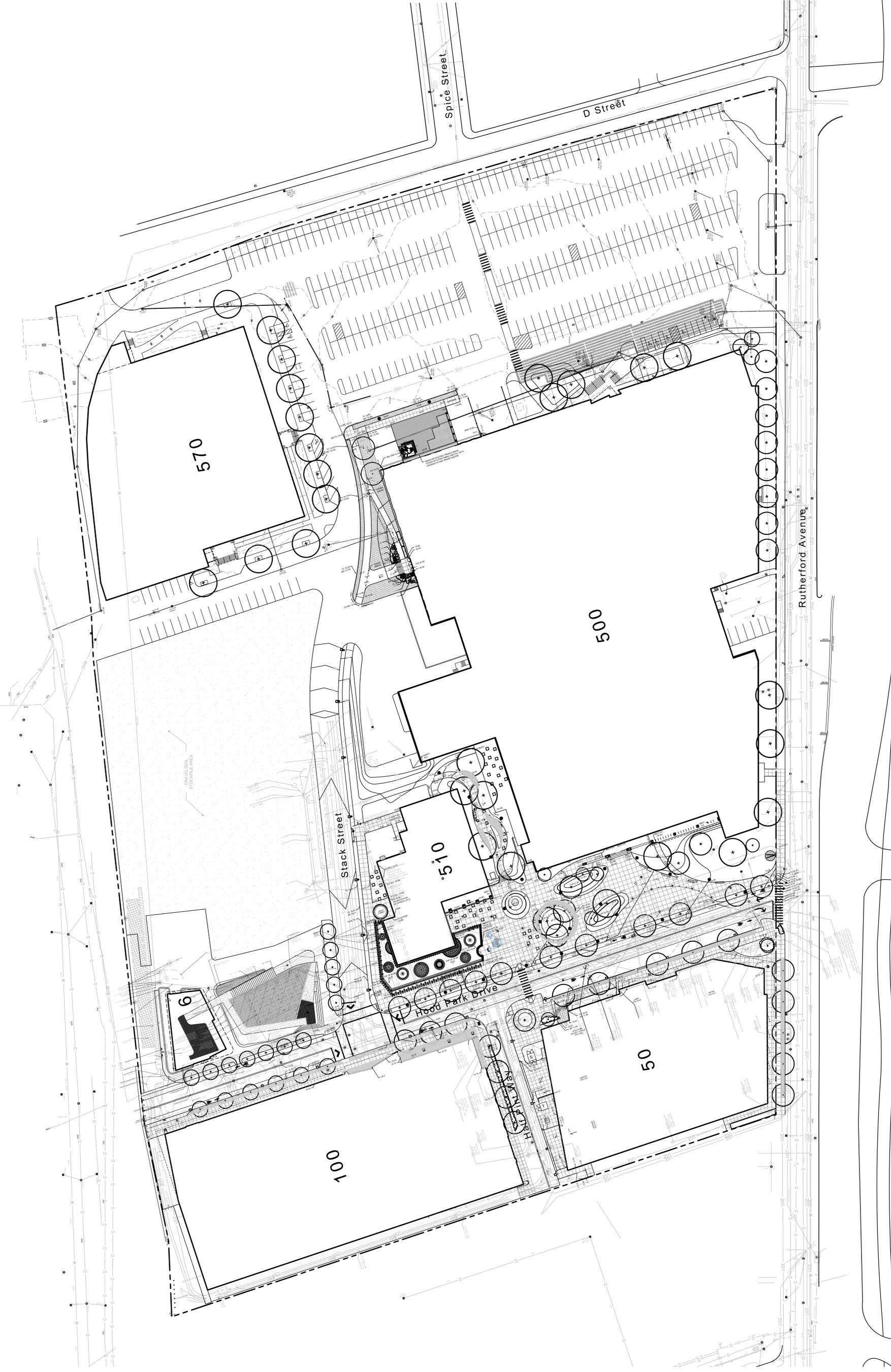


EXHIBIT B-1

TENANT'S WORK

All work needed to prepare the Demised Premises for Tenant's occupancy shall be Tenant's responsibility and is herein called "Tenant's Work". Except to the extent (if any) expressly provided to the contrary in the Lease, Tenant's Work shall include, without limitation, furnishing any distribution facilities within the Demised Premises for utilities (including, without limitation, electricity, water and sewerage) required to meet Tenant's needs.

Tenant shall submit to Landlord for its approval plans and specifications for Tenant's work, such submission to be made no later than Tenant's Design Completion Date. Landlord shall have from the later of ten (10) days from the date of submission or ten (10) days from the date of execution of this Lease to approve or disapprove such plans and specifications in its reasonable discretion. In the event of disapproval, Landlord shall give written notice of the same to Tenant and within ten (10) days from the date of such notice, Tenant shall submit new plans and specifications for Landlord's approval, corrected so as to satisfy Landlord's objections. Landlord shall not unreasonably withhold approval of plans and specifications, and Landlord agrees to cooperate with Tenant in the correction of disapproved plans and specifications.

All of Tenant's work shall be done at Tenant's sole risk and, to the extent in excess of the Allowance and the Additional Allowance, at Tenant's sole expense. Landlord shall not be a party to nor incur any liability as a result of any contract to perform any of Tenant's Work. All of Tenant's Work shall be performed in accordance with the schedule to be reasonably approved by Landlord and Landlord's general contractor for the performance of all work to be done in the Building. All of Tenant's Work shall be done by such contractors, labor and means so that, as far as may be possible, such work shall be done without interruption on account of strikes, work stoppages or similar causes of delay. Tenant shall obtain lien waivers from all of its contractors and subcontractors commencing work in the Demised Premises so that no mechanics' or materialmen's liens shall attach to the Demised Premises or the Building as a result of Tenant's Work.

All of Tenant's Work shall be done by contractors, subcontractors and labor previously approved by Landlord, which approval shall not be unreasonably withheld. Such contractors, subcontractors and labor shall be subject to the administrative supervision of the Landlord's architect or engineer and general contractor and Tenant shall reimburse Landlord for any actual out-of-pocket expenses incurred in connection with such administrative supervision. Landlord shall give reasonable access and entry to the Demised Premises to Tenant and its contractors and subcontractors at reasonable times and shall allow reasonable use of facilities located in the Building to enable Tenant to complete Tenant's work.

During all construction by Tenant, Tenant (either directly or through its contractors) shall maintain with respect to Demised Premises adequate builders risk insurance for improvements by Tenant (such insurance shall name Landlord, Landlord's Managing Agent, and Landlord's

Mortgagee as additional insured as their interests may appear) and satisfying the requirements of Article VI.(8).

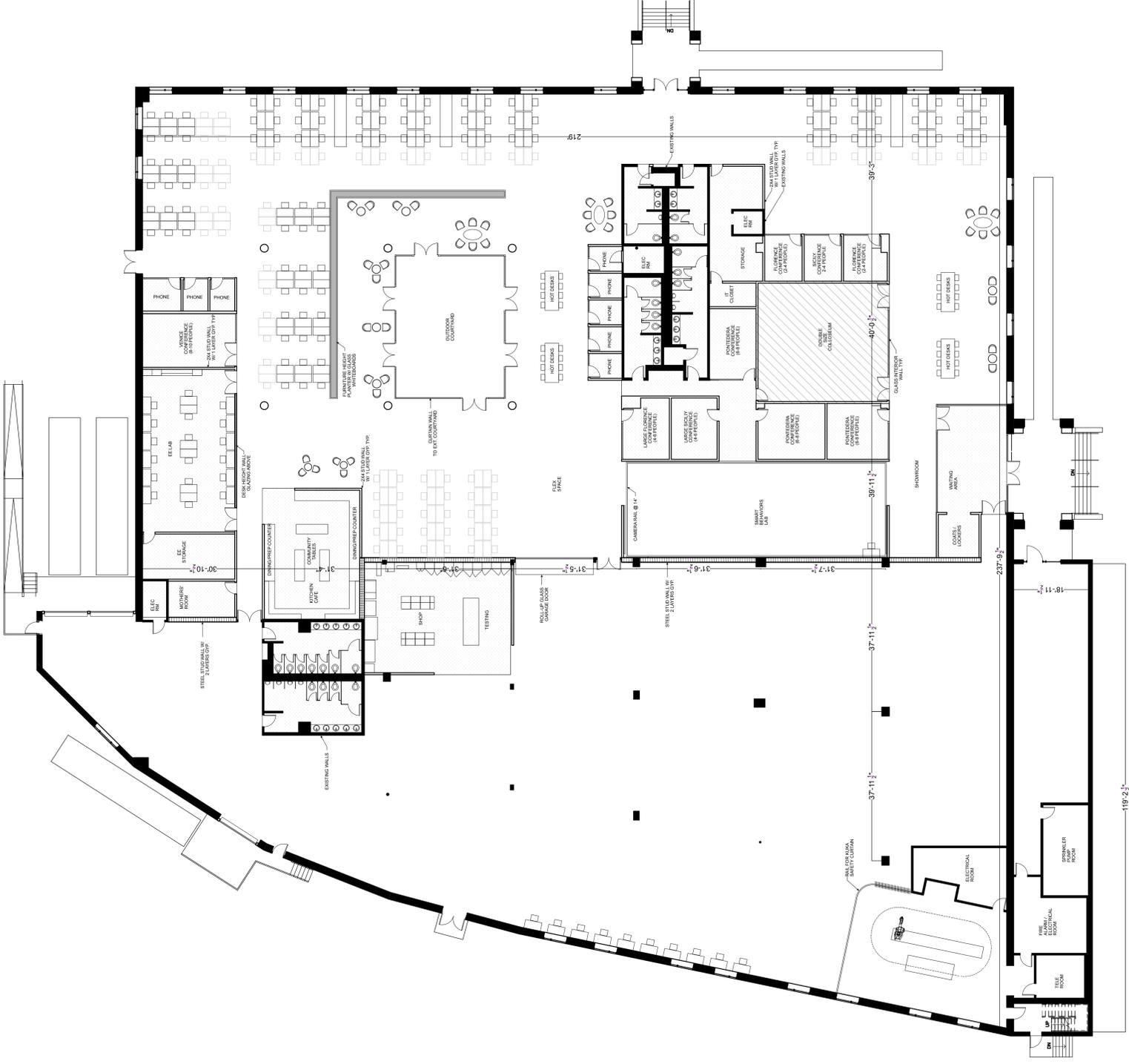
Tenant hereby expressly acknowledges that Landlord will not approve any facet of Tenant's plans and specifications requiring unusual expense to readapt the Demised Premises to normal use on the termination of this Lease, or increasing the cost to Landlord or other tenants of construction, insurance or taxes on the Building unless Tenant first gives assurances reasonably acceptable to Landlord that such readaption will be made prior to such termination without expense to Landlord and makes provisions reasonably acceptable to Landlord for payment of such increased costs. All of Tenant's Work shall be part of the Building except such items as Landlord shall specify in writing, at the time that Landlord approves the plans and specifications thereof, either to be removed by Tenant on termination of this Lease, or to be removed or left at Tenant's election.

EXHIBIT B-2

TENANT'S CONCEPTUAL PLANS

(Attached)

-  ~12' HIGH CEILING CAP
-  ~18' HIGH CEILING CAP



05/04/22 UPDATED PLAN

~ 102 DESKS, +70 FUTURE EXPANSION DESKS (172 TOTAL)
 DOES NOT INCLUDE FACTORY, EE LAB, OR HOT DESKS
 ~ 60 DESKS IN CURRENT PLAN

- CONFERENCE ROOMS:
 3 SICILY/FLORENCE
 2 LARGE SICILY/FLORENCE
 3 PONTEDERRA
 1 VENICE

SCALE: 1" = 1/16"


EXHIBIT C

LANDLORD'S SERVICES

Landlord shall cause the parking areas and driveways of the Lot to be kept reasonably free and clear of snow, ice and refuse and shall cause the landscaped areas (if any) of the Lot to be maintained in a reasonably attractive appearance. Landlord shall also cause the parking areas of the Lot to be kept lighted during hours of darkness to the extent reasonably required for the business operations conducted upon the Lot.

Landlord shall provide to the Building, water for drinking, lavatory and toilet purposes. Landlord shall cause Common Areas to be kept reasonably neat and clean and lighted to the extent required by the business operations conducted within the Lot. Landlord shall also provide central heating, ventilating and air conditioning ("HVAC") service to the office space portion of the Demised Premises which shall include air conditioning in the cooling season, and tempered air during the heating season, in a manner and at temperatures consistent with applicable law and customary practice of similar building in Boston, Massachusetts. Subject to the provisions of Section (O) of Article X, Landlord agrees that throughout the Term, Tenant shall have access to the Demised Premises, twenty four (24) hours a day, seven (7) days a week and fifty two (52) weeks a year.

EXHIBIT D

RULES AND REGULATIONS

1. The sidewalks, paved and/or landscaped areas shall not be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Demised Premises. No merchandise, boxes or pallets may be stored by Tenant outside of the Demised Premises and no cars, trucks or trailers may be parked on the Lot overnight without the prior written consent of Landlord.

2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the Demised Premises or Building so as to be visible from outside the Demised Premises without the prior written consent of Landlord. In the event of the violation of this paragraph, Landlord may remove same without any liability, and may charge the expense incurred in such removal to Tenant, as additional rent.

3. No awnings, curtains, blinds, shades, screens or other projections shall be attached to or hung in, or used in connection with, any window of the Demised Premises or any outside wall of the Building without the prior written consent of Landlord. Such awnings, curtains, blinds, shades, screens or other projections must be of a quality, type, design and color, and attached in the manner, approved by Landlord.

4. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were designed and constructed, and no sweepings, rubbish, rags, acids, chemicals, process water, cooling water or like substances shall be deposited therein. Said plumbing fixtures and the plumbing system of the Building shall be used only for the discharge of so-called sanitary waste. All damage resulting from any misuse of said fixtures and/or plumbing system by Tenant or anyone claiming under Tenant shall be borne by Tenant.

5. Tenant must, upon the termination of its tenancy, return to Landlord all locks, cylinders and keys to the Demised Premises and any offices therein.

6. Tenant shall, at Tenant's expense, provide artificial light and electric current for the employees of Landlord and/or Landlord's contractors while making repairs or alterations in the Demised Premises.

7. Tenant shall not make, or permit to be made, any unseemly or disturbing odors or noises or disturb or interfere with occupants of the Building or those having business with them, whether by use of any musical instrument, radio, machine, or in any other way.

8. Canvassing, soliciting, and peddling in the Building are prohibited and Tenant shall cooperate to prevent the same.

9. Tenant shall keep the Demised Premises free at all times of pests, rodents and other vermin, and at the end of each business day Tenant shall place for collection in the place or places provided therefor all trash and rubbish then in the Demised Premises.

10. All of the work done by Tenant shall be done by such contractors, labor and means so that, as far as may be possible, all work on the Property, whether by Landlord or Tenant, shall be done without interruption on account of strikes, work stoppages or similar causes of delay.

11. The buildings of Hood Park are smoke free buildings, and Tenant shall cause its employees and invitees who smoke to restrict such smoking to areas designated as "smoking areas" by Landlord from time to time. Landlord reserves the right to designate the entirety of Hood Park as a so-called "smoke-free" area, after which time smoking will not be allowed on the Property.

12. Landlord reserves the right to temporarily limit access to certain areas of the parking lot, or to temporarily require Tenant to use certain areas of the parking lot, as may be necessary during snow removal or landscaping operations. Tenant shall cooperate with Landlord in such instances and shall direct its employees, students, guests and other invitees to do the same.

13. So-called "space heaters" of every kind, nature, and description are not allowed in the Building or the Demised Premises. Any such space heaters are subject to removal and disposal by Landlord or its agents, without notice and without any Tenant recourse.

14. Use of bicycles, skateboards, scooters, roller skates, in-line skates, hoverboards, or other means of personal transportation is not allowed in any common areas located within interior/indoor portions of buildings at Hood Park, however, Tenant (and its employees) may use such items in the Demised Premises or on outdoor portions of common areas of Hood Park and Tenant may store such items in the Demised Premises or in other locations designated by Landlord. Notwithstanding the foregoing, Landlord reserves the right to prohibit hoverboards from any indoor areas within Hood Park.

15. Except as set forth in Item 17 below (or specifically allowed by Landlord on a case by case basis), pets are not allowed in the buildings at Hood Park.

16. Landlord reserves the right to rescind, alter, waive and/or establish any rules and regulations, which, in its judgment, are necessary, desirable or proper for its best interests and the best interests of the occupants of the Building.

17. Subject to the following terms and conditions and other rules and regulations which Landlord may impose from time to time, Tenant shall have the right to allow its employees to bring into and keep in or about the Demised Premises dogs owned by its employees (collectively, "Allowed Dogs" and individually, an "Allowed Dog"):

(i) Tenant shall be solely responsible for obtaining any necessary permit or consent of any governmental authority which may be required to allow the bringing into or the keeping of Allowed Dogs in or about the Demised Premises, Building or Property (Tenant hereby acknowledges and agrees that Landlord makes no representation or

warranty whatsoever that Allowed Dogs are permitted in the Demised Premises, Building or Property by any applicable Legal Requirements);

(ii) Tenant shall use commercially reasonable efforts to cause all owners of Allowed Dogs to comply with Rules and Regulations which Landlord may impose from time to time;

(iii) no overnight boarding of Allowed Dogs shall be allowed within the Demised Premises;

(iv) each Allowed Dog shall be duly licensed and have all immunizations and vaccination shots as required by applicable laws;

(v) such Allowed Pets shall be allowed in the Building for assisting the disabled or companionship purposes only and not for commercial or scientific purposes, sale, sport, laboratory testing, or breeding;

(vi) no Allowed Dogs shall cause or create a nuisance or unreasonable disturbance, as determined by the Landlord in its reasonable discretion;

(vii) Tenant shall be responsible for reimbursing Landlord for any and all costs and expenses incurred by Landlord as a result of any injury or damage caused to the Demised Premises, Building or Property caused by any Allowed Dogs;

(viii) No Allowed Dogs shall be left unattended on any portion of the Demised Premises, Building or Property;

(ix) No Allowed Dogs shall be permitted on or in any landscaped or green space area on any portion of the Building or the Property (other than the areas within the Building or Property designated by Landlord from time to time as being acceptable for Allowed Dogs);

(x) No Allowed Dogs shall be permitted on or in any area within any Property where the presence of such Allowed Dogs is prohibited by Landlord or would violate any laws or governmental rules, regulations or ordinances, including without limitation, areas where food is consumed, prepared or served;

(xi) Allowed Dogs in transit to or from the Demised Premises shall be either carried or leashed, which leash may not exceed a length which will permit close control of the Allowed Dogs;

(xii) No Allowed Dogs shall be permitted to urinate or defecate on any portion of the Building or Property and owners of Allowed Dogs must immediately and adequately clean up their Allowed Dogs' droppings, and in the event any owner of an Allowed Dog fails to immediately and adequately clean up their pet's droppings, Tenant, at its sole cost and expense, shall be solely responsible for such clean up;

(xiii) Landlord shall have the right to prohibit any breed of dog that results in a cancellation or notice of cancellation of a tenant's or the Landlord's liability insurance policy or increases the premium paid by a tenant or the Landlord; and

(xiv) Tenant shall indemnify and hold the Landlord free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of bringing or keeping any such Allowed Dogs within the Demised Premises, Building or Property.

EXHIBIT E

LEGAL DESCRIPTION OF LOT

Being shown as Lot B on a plan entitled "Plan of Land in Boston, Mass.", dated June 7, 1982 by Dana F. Perkins and Assoc., Inc., Civil Engineers and surveyors, recorded with Suffolk County Registry of Deeds, Book 9971, Page 454.

Included within the bounds of said Lot B is registered land shown on Land Court Plan No. 12912A, dated April 20, 1928, a copy of which is filed with the Suffolk County Registry District of the Land Court with Certificate of Title No. 24288.

There is appurtenant to said Lot s all rights and easements as may exist of record, insofar as the same are now in force and applicable to be exercised in common with all others lawfully entitled thereto, including, without limitation, those rights and easements set forth or referred to in the following deeds: Deed from **Boston** and Maine Railroad to H.P. Hood & Bone, Xne., dated July 21, 1960, recorded with Suffolk County Registry of Deeds, Book 7493, Page 233; Deed from David Massif, et al, Trustees of Massif Realty Trust to H.P. Hood & Sons, Inc. dated December 19, 1963, recorded with Suffolk County Registry of Deeds, Book 7810, Page 107;. Deed from Boston and Maine Corporation to B.P. Hood & Sons, Inc., dated September 9, 1969, recorded with Suffolk County Registry of Deeds, Book 8310, Page 483; Deed from Whiting Milk Company, Inc. to H.P. Hood, Inc., dated May 31, 1973, recorded with Suffolk County Registry of Deeds, Book '8631, Page 705; Deed from Boston and **Maine Railroad** to H.P. Hood & Sons, Inc., dated June 16, 1943, recorded with Suffolk County Registry of Deeds, Book 6040, Page 584; Deed from Boston and Maine Railroad to H.P. **hood 4 Sons, Inc., dated December 20, 1949**, recorded with Suffolk County Registry of Deeds, Book 6572, Page 369 and. Deed from Boston and Maine Railroad to H.P. Hood 4 Sons, Inc. dated May 26, 1953, recorded with Suffolk County Registry of Deeds, Book 6873, Page 2, bounded and described as follows:

S 23 degrees 50' 38" E by said'Rutherford Avenue, 1143.99 feet to a point at land of David Massif; thence turning and running

S 47 degrees 49' 22" W by said land of Massif and by land of W.W.F. Paper Corp., 716.04 feet to a point at land of B & M; thence turning **and running**

N 26 degrees 16' 38' W by said land of B & M, 84.52 feet to a point; thence turning and running

N 35 degrees 33' 36" W still by said land of B 134.90 feet
to a **point;thence** turning and running

N 30 degrees 10' 18" W still by said land of D & M, 519.55 feet to a **point;**
thence turning and running

21 26 degrees 23' 18" W still by said land of B & M, 51.62 feet to a point;
thence turning and. running

N 30 degrees 32' 31" W by said **land** of B & M, 344.11 feet to a
point; thence turning **and** running -

N 49 degrees 53' 49" E still by said land,of B & M, 94.19 feet to a point; thence
turning and running

N 45 degrees 39' 59" E still by said land of B & M, 170.84 feet to a point;
thence turning and running

N 49 degrees 55' 29" E still by said land of B & M, 322.29 feet to a point;
thence turning and running

N SI degrees 14' 19" E still by said land of B & M, 259.17 feet to a point of
beginning.

EXHIBIT F

ALLOWANCE/ADDITIONAL ALLOWANCE DISBURSEMENT REQUIREMENTS

Items Required for Funding of the Allowance (Prior to Final Payment):

- (i) a certificate signed by Tenant and Tenant's architect stating that the portions of the initial Alterations for which payment is requested have been completed substantially in accordance with the plans and specifications approved by Landlord;
- (ii) an application for payment from Tenant's contractor signed by Tenant's architect showing the schedule, by trade, of percentage of completion of the initial Alterations and certificate for payment [AIA form G702-1992 or equivalent] and a breakdown sheet [AIA form G703-1992 or equivalent], all with appropriate backup for labor rendered and materials delivered to the Demised Premises;
- (iii) the presentation of originals of any conditional lien waivers that Landlord may request with respect to contractors, subcontractors or providers of materials performing the applicable initial Alterations or providing the materials for which payment is requested;
- (iv) evidence reasonably satisfactory to Landlord that all portions of the Allowance previously paid by Landlord have been paid to the appropriate parties, such evidence may include, without limitation, copies of cancelled checks or other evidence of payment, and such parties have acknowledged receipt of same (and/or executed such documents reasonably required by Landlord, including without limitation, lien waivers in forms reasonably satisfactory to Landlord); and
- (v) such other information as Landlord may reasonably request.

Items Required for Funding of Final Payment of the Allowance

- (i) a detailed statement, including requisitions from Tenant's general contractor, applicable third party invoices and other documentation reasonably requested by Landlord evidencing the total cost of actual work done in connection with the Landlord approved plans for Tenant's Work for which such payment is requested (and Landlord shall have the right, upon reasonable advance notice to Tenant, to inspect Tenant's books and records relating to such statement in order to verify the amount thereof);
- (ii) final and unconditional lien waivers relating to items, services and work performed in connection with all phases or portions of Tenant's Work (and, if Tenant's general contractor has recorded a Notice of Substantial Completion in Suffolk Registry of Deeds pursuant to MGL Ch. 254 and the statutory period has elapsed since such

- recording, and if requested, has provided Landlord with satisfactory evidence that all subcontractors and Vendors have been provided with a copy of the recorded notice);
- (iii) “as-built” plans showing the completed Tenant’s Work;
 - (iv) a certificate of Tenant’s architect in the form of AIA G-704 indicating that the Tenant’s Work has been completed in accordance with the approved plans;
 - (v) evidence reasonably satisfactory to Landlord that all portions of the Allowance previously paid by Landlord have been paid to the appropriate parties, such evidence may include, without limitation, copies of cancelled checks or other evidence of payment, and such parties have acknowledged receipt of same (and/or executed such documents reasonably required by Landlord, including without limitation, lien waivers in forms reasonably satisfactory to Landlord); and
 - (vi) a copy of a final certificate of occupancy for the Demised Premises issued by the appropriate department of the City of Boston.

EXHIBIT G

GUARANTY OF LEASE

IN ORDER TO INDUCE HOOD PARK LLC, a Massachusetts limited liability company ("Landlord"), to enter into that certain Lease Agreement (the "Lease") dated as of June 30, 2022 with PIAGGIO FAST FORWARD, INC., a Delaware corporation ("Tenant"), for certain premises located at 570 Rutherford Avenue, Charlestown, Massachusetts, the undersigned, PIAGGIO GROUP AMERICAS, INC., a Delaware corporation (the "Guarantor"), having a principal address of 860 Washington Street, 9th Floor, New York, New York 10014, hereby unconditionally guarantees the payment and performance of and agrees to pay and perform as a primary obligor all liabilities, obligations and duties (including, but not limited to, payment of rent) imposed upon Tenant under the terms of the Lease, as if Guarantor had executed the Lease as Tenant thereunder, subject to, and in accordance with, the terms and limitations set forth below.

Guarantor hereby waives notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices of default by Tenant under the Lease (except as provided to the contrary in the Lease or herein), and waives diligence, presentment, protest and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby. A copy of any notice required to be given Tenant under the terms of the Lease shall simultaneously be sent as provided in the Lease to Guarantor at the address specified above. Landlord's failure to provide such notice to Guarantor shall not void or impair the Guarantor's obligations hereunder, provided, however, that Guarantor shall not be liable for any particular claim until it shall have been provided with written notice of such claim required to be given Tenant under the Lease. In such event, Guarantor shall be provided an additional ten (10) days from the later of (i) receipt of the written notice, or (ii) the expiration of the applicable cure period under the Lease, to cure such default.

Guarantor further agrees that Landlord shall not be first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor. Suit may be brought and maintained against Guarantor by Landlord to enforce any liability, obligation or duty guaranteed hereby without joinder of Tenant or any other person. The liability of Guarantor shall not be affected by any termination of the Lease by Landlord. Landlord and Tenant, without notice to or consent by Guarantor, may at any time and from time to time enter into such modifications, extensions, amendments, indulgences, compromises, settlements or other covenants respecting the Lease as they may deem appropriate and Guarantor shall not be released thereby; provided, however, no amendment or modification of the Lease subsequent to any transfer of Tenant's interest herein that would increase the obligations of Guarantor under this Guaranty shall be effective as against Guarantor unless Guarantor has consented thereto in writing. Except as provided in the preceding sentence or otherwise in this Guaranty, Guarantor shall continue to be fully and unconditionally liable for the payment and performance of all liabilities, obligations and duties of Tenant under the Lease.

All sums payable by Guarantor under this Guaranty shall be payable at the principal address of Landlord as set forth in the Lease.

No assignment or sublease by Tenant, with or without the consent of Landlord, shall operate to extinguish or diminish the liability of Guarantor. This Guaranty shall be binding upon and inure to the benefit of Landlord and Guarantor and their respective heirs, successors and assigns.

Landlord and the undersigned intend and believe that each provision of this Guaranty comports with all applicable law. However, if any provision of this Guaranty is found by a court to be invalid for any reason, the parties intend that the remainder of this Guaranty shall continue in full force and effect and the invalid provision shall be construed as if it were not contained herein.

This Guaranty shall be governed and construed pursuant to the laws of The Commonwealth of Massachusetts. Guarantor hereby irrevocably and unconditionally submits to personal jurisdiction in The Commonwealth of Massachusetts over any suit, action or proceeding arising out of this Guaranty or out of the Lease, and Guarantor hereby waives any right to object to personal jurisdiction within The Commonwealth of Massachusetts. The initiation of any suit, action or proceeding by Landlord against the Guarantor or any property of the Guarantor in any other jurisdiction shall not constitute a waiver of the agreements contained herein that the law of The Commonwealth of Massachusetts shall govern the rights of Landlord and the rights and obligations of Guarantor under this Guaranty, and that Guarantor submits to personal jurisdiction within The Commonwealth of Massachusetts.

GUARANTOR WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY LANDLORD AGAINST THE GUARANTOR WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THE LEASE OR THIS GUARANTY.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

EXECUTED as of June 30, 2022 to be effective as of the date of the Lease.

PIAGGIO GROUP AMERICAS, INC.,
a Delaware corporation

By: _____
Name:
Title:

GUARANTY OF LEASE

IN ORDER TO INDUCE HOOD PARK LLC, a Massachusetts limited liability company (“Landlord”), to enter into that certain Lease Agreement (the “Lease”) dated as of June 30, 2022 with PIAGGIO FAST FORWARD, INC., a Delaware corporation (“Tenant”), for certain premises located at 570 Rutherford Avenue, Charlestown, Massachusetts, the undersigned, PIAGGIO GROUP AMERICAS, INC., a Delaware corporation (the “Guarantor”), having a principal address of 860 Washington Street, 9th Floor, New York, New York 10014, hereby unconditionally guarantees the payment and performance of and agrees to pay and perform as a primary obligor all liabilities, obligations and duties (including, but not limited to, payment of rent) imposed upon Tenant under the terms of the Lease, as if Guarantor had executed the Lease as Tenant thereunder, subject to, and in accordance with, the terms and limitations set forth below.

Guarantor hereby waives notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices of default by Tenant under the Lease (except as provided to the contrary in the Lease or herein), and waives diligence, presentment, protest and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby. A copy of any notice required to be given Tenant under the terms of the Lease shall simultaneously be sent as provided in the Lease to Guarantor at the address specified above. Landlord's failure to provide such notice to Guarantor shall not void or impair the Guarantor's obligations hereunder, provided, however, that Guarantor shall not be liable for any particular claim until it shall have been provided with written notice of such claim required to be given Tenant under the Lease. In such event, Guarantor shall be provided an additional ten (10) days from the later of (i) receipt of the written notice, or (ii) the expiration of the applicable cure period under the Lease, to cure such default.

Guarantor further agrees that Landlord shall not be first required to enforce against Tenant or any other person any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor. Suit may be brought and maintained against Guarantor by Landlord to enforce any liability, obligation or duty guaranteed hereby without joinder of Tenant or any other person. The liability of Guarantor shall not be affected by any termination of the Lease by Landlord. Landlord and Tenant, without notice to or consent by Guarantor, may at any time and from time to time enter into such modifications, extensions, amendments, indulgences, compromises, settlements or other covenants respecting the Lease as they may deem appropriate and Guarantor shall not be released thereby; provided, however, no amendment or modification of the Lease subsequent to any transfer of Tenant's interest herein that would increase the obligations of Guarantor under this Guaranty shall be effective as against Guarantor unless Guarantor has consented thereto in writing. Except as provided in the preceding sentence or otherwise in this Guaranty, Guarantor shall continue to be fully and unconditionally liable for the payment and performance of all liabilities, obligations and duties of Tenant under the Lease.

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and inure to the benefit of Landlord and Guarantor and their respective heirs, successors and assigns.

Landlord and the undersigned intend and believe that each provision of this Guaranty comports with all applicable law. However, if any provision of this Guaranty is found by a court to be invalid for any reason, the parties intend that the remainder of this Guaranty shall continue in full force and effect and the invalid provision shall be construed as if it were not contained herein.

This Guaranty shall be governed and construed pursuant to the laws of The Commonwealth of Massachusetts. Guarantor hereby irrevocably and unconditionally submits to personal jurisdiction in The Commonwealth of Massachusetts over any suit, action or proceeding arising out of this Guaranty or out of the Lease, and Guarantor hereby waives any right to object to personal jurisdiction within The Commonwealth of Massachusetts. The initiation of any suit, action or proceeding by Landlord against the Guarantor or any property of the Guarantor in any other jurisdiction shall not constitute a waiver of the agreements contained herein that the law of The Commonwealth of Massachusetts shall govern the rights of Landlord and the rights and obligations of Guarantor under this Guaranty, and that Guarantor submits to personal jurisdiction within The Commonwealth of Massachusetts.

GUARANTOR WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY LANDLORD AGAINST THE GUARANTOR WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THE LEASE OR THIS GUARANTY.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

EXECUTED as of June 30, 2022 to be effective as of the date of the Lease.

PIAGGIO GROUP AMERICAS, INC.,
a Delaware corporation

A handwritten signature in black ink, appearing to read 'Marco d'Acunzo', with a horizontal line extending to the right from the end of the signature.

By:
Name: Marco d'Acunzo
Title: President & CEO

EXHIBIT D

From: [Christopher J. Dole](#)
To: ["Steele Divitto"](#)
Cc: [Bianchi, Tim](#); ["Gould, Debra"](#)
Subject: 570 Rutherford - Piaggio - Proposed First Amendment to Lease (Early Termination)
Date: Wednesday, July 13, 2022 10:07:58 AM
Attachments: [570 Rutherford - Piaggio Fast Forward - First Amendment to Lease - v1\[15174276v1\].DOC](#)

Good morning Steele,

Tim, Deb and I have reviewed the termination issue with the Hood team, as well as the language proposed by Piaggio last week. Subject to review and approval by Hood's lender, Hood is willing to allow Tenant to terminate the lease after 4 years of paying rent so long as Hood is made whole for the entire term of the Lease. Any payment in connection with such termination is going to have to be received upfront (within a reasonable time of Tenant's notice of termination) and in no event will Landlord entertain any provision related to mitigating damages or requiring Landlord to use any efforts to re-let the premises.

Accordingly, attached please find a draft of a proposed First Amendment to Lease containing terms and conditions acceptable to Hood.

Please be kind enough to forward this proposed First Amendment onto Piaggio with the caveat that it will require the approval of Hood's lender. Prior to Hood contacting its lender, Hood wants to make sure Piaggio is on the same page with respect to the termination option.

Also, please let them know that we still need to review the form of Letter of Credit Piaggio intends to provide as a security deposit and Hood will require that the approved Letter of Credit be received prior to it executing the First Amendment.

Thanks very much.

Chris

Christopher J. Dole PIERCE ATWOOD LLP	100 Summer Street 22nd Floor Boston, MA 02110	PH 617.488.8130 FAX 617.824.2020
cdole@PierceAtwood.com	BIO > Admitted in MA	
This e-mail was sent from Pierce Atwood. It may contain information that is privileged and confidential. If you suspect that you were not intended to receive it please delete it and notify us as soon as possible.		

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “**First Amendment**”) is made as of the __ day of July, 2022 (the “**Effective Date**”) by and between HOOD PARK LLC, a Massachusetts limited liability company, with an address of 6 Kimball Lane, Lynnfield, Massachusetts 01940 (“**Landlord**”) and PIAGGIO FAST FORWARD, INC., a Delaware corporation, with an address of 52 Roland Street, Boston, Massachusetts 02129 (“**Tenant**”).

WITNESSETH

A. Landlord and Tenant are parties to that certain Lease dated as of June 30, 2022 (the “**Lease**”), with respect to certain premises consisting 56,436 rentable square feet comprising the entire rentable area within the building commonly known as 570 Rutherford Avenue, Charlestown, Massachusetts 02129, as more particularly described in the Lease.

B. The Initial Term of the Lease is scheduled to be Eighty-Seven (87) full calendar months commencing on the Commencement Date (as defined in the Lease) and ending on the Expiration Date (as defined in the Lease).

C. Landlord and Tenant have agreed that Tenant shall have the one-time right to terminate the Lease as of the last day of the Fifty-First (51st) [NOTE: 51 MONTHS FOLLOWING THE COMMENCEMENT DATE = 48 MONTHS FOLLOWING THE RENT COMMENCEMENT DATE] full calendar month following the Commencement Date (the “**Early Termination Date**”), subject to the terms and conditions set forth in this First Amendment.

D. Landlord and Tenant desire to make certain amendments and modifications to the terms and provisions of the Lease consistent with the foregoing and as otherwise agreed upon as hereinafter set forth. The Lease, as modified by this First Amendment, is hereinafter referred to as the “**Lease**.”

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Landlord and Tenant hereby agree as follows:

1. **Definitions.** Each capitalized term used in this First Amendment shall have the same meaning as is ascribed to such capitalized term in the Lease, unless otherwise provided for herein.

2. **Early Termination Right.** Notwithstanding any term or condition of the Lease to the contrary, Landlord and Tenant hereby acknowledge and agree that Tenant shall have the one-time right to terminate the Lease effective as of the Early Termination Date, subject to the terms and conditions of this Section 2. Any exercise of Tenant’s right to terminate the Lease

shall be applicable to the entire Demised Premises and may not be exercised for less than all of the Demised Premises. To exercise such early termination right, Tenant must (a) deliver written notice to Landlord not later than twelve (12) months prior to the Early Termination Date that Tenant desires to terminate the Lease as of the Early Termination Date, (b) pay to Landlord, within thirty (30) days of Tenant's receipt of Landlord's Termination Cost Notice (as described below), an amount equal to the sum of (i) Tenant's Fixed Rent obligation (including any additional Fixed Rent payable with respect to the Additional Allowance if used by Tenant) which would have been due and payable by Tenant from the day immediately following the Early Termination Date through the Expiration Date if Tenant had not exercised its early termination right (the "**Fixed Rent Payment**"), and (ii) Tenant's addition rent obligations with respect to Taxes and Operating Costs which would have been due and payable by Tenant from the day immediately following the Early Termination Date through the Expiration Date if Tenant had not exercised its early termination right, provided however, the calculation of the amount payable with respect to Taxes and Operating Costs shall be based upon Landlord's then current and good faith estimates thereof and shall include annual increases of three percent (3%) (the "**Additional Rent Payment**"), and (c) pay to Landlord, within thirty (30) days of Tenant's receipt of Landlord's Termination Cost Notice, a payment equal to the sum of Landlord's then-unamortized costs with respect to the Lease (the "**Unamortized Costs**").

As used in this section, Landlord's "Unamortized Costs" means the sum of

- (i) the unamortized balance of the Allowance;
- (ii) the unamortized balance of the Additional Allowance used by Tenant;
- (iii) the unamortized balance of \$493,815.00 (representing the value of the free rent period between the Commencement Date and the Rent Commencement Date);
- (iv) the unamortized balance of the value of Tenant's additional rent obligation with respect to Taxes and Operating Costs during the free rent period between the Commencement Date and the Rent Commencement Date;
- (vii) the unamortized balance of real estate commissions paid by Landlord to the Brokers with respect to the Lease; and
- (viii) the unamortized balance of any legal fees incurred by Landlord in connection with the drafting and negotiation of the Lease and this First Amendment

(collectively, "**Landlord's Costs**"). The calculation of Landlord's then-unamortized costs will be made by (a) taking the total of all such costs, (b) fully amortizing such amount at eight (8%) interest per annum from the Rent Commencement Date through the Expiration Date (eighty-four (84) full calendar months) to establish a monthly payment therefor, and (c) calculating the remaining principal balance of such amortized amount as of the Early Termination Date. Such remaining principal balance is deemed to be Landlord's "then unamortized costs". In the event Landlord grants any additional tenant improvement allowances, rent concessions and/or abatements or pays any additional real estate commissions or incurs additional reasonable and

documented costs and expenses, including without limitation, legal fees in connection with the preparation of any amendment to the Lease, the parties agree that Landlord's Costs may increase and, therefore, the then-unamortized costs shall be appropriately adjusted.

Within thirty (30) days of Landlord's receipt of Tenant written exercise of this termination right, Landlord shall provide Tenant with a written notice setting forth, in reasonable detail (which shall include the components of each and the basis for calculation thereof), the Fixed Rent Payment, Additional Rent Payment and the payment with respect to the Unamortized Costs (the "**Landlord's Termination Cost Notice**").

Tenant's rights under this Section 2 are personal to Tenant and shall not be transferrable or assignable to any other entity without the prior written consent of Landlord, which consent may be granted or withheld in its sole and absolute discretion.

In the event any Event of Default exists either when Tenant delivers the exercise notice to Landlord or upon the Early Termination Date, or Tenant fails to timely give such notice of termination or pay the amounts as and when described above (time being of the essence), Tenant's exercise of such early termination right shall automatically become null and void, whereupon the Lease shall continue in full force and effect as if Tenant had never exercised such early termination right.

3. **Counterparts.** The First Amendment may be executed in two (2) or more counterparts, each of which shall be an original but such counterparts together shall constitute one and the same instrument notwithstanding that both Landlord and Tenant are not signatories to the same counterpart. This First Amendment may be executed in "pdf" or other electronic format each of which shall be deemed original signatures duly delivered for the purposes hereof and by which the parties agree to be bound, and each party has the right to rely upon an electronic or pdf counterpart of this First Amendment signed by the other party to the same extent as if such party had received an original counterpart.

4. **Confirmation of Lease.** Except as modified by the terms of this First Amendment, the terms and provisions of the Lease are hereby ratified and confirmed in all respects. In the event of any inconsistency between the terms of this First Amendment and the terms of the Lease, then the terms of this First Amendment shall control. All other provisions of the Lease are hereby amended to conform to the provisions of this First Amendment, but shall otherwise remain in full force and effect.

5. **Binding Effect.** This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and permitted assigns.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this First Amendment is executed as of the day and year aforesaid.

LANDLORD:

HOOD PARK LLC,
a Massachusetts limited liability company

By: Catamount Management Corporation
Its Manager

By: _____
Name: Christopher P. Kaneb
Title: Vice President

TENANT:

PIAGGIO FAST FORWARD, INC.,
a Delaware corporation

By: _____
Name: Greg Lynn
Title: Chief Executive Office

EXHIBIT E

From: Brian Davis <brian.davis@piaggiofastforward.com>
Date: August 18, 2022 at 7:35:53 PM EDT
To: "Kaneb, Chris" <CKaneb@catamountmanagement.com>, cdole@peirceatwood.com
Cc: Steele Divitto <steele@steelegroup.co>
Subject: 570 Lease

CAUTION: This email originated from outside of the organization.

Dear Christopher:

Regrettably, I must inform you that PFF is withdrawing from our negotiations with respect to the Lease covering the building at 570 Rutherford Avenue in Charlestown. The primary reasons for this decision are (i) the actual quote for the construction in the building is more than double the estimate that we received at the commencement of our negotiations and (ii) it has become clear that we are not going to arrive at mutually agreeable terms and conditions of an amendment to the lease covering early termination by the Tenant.

We appreciate the time, effort and cooperation you have invested in the process. Indeed, we have also done our best to make it work. Unfortunately, based on the foregoing, we must move on to consider other options.

Sincerely,



Brian Davis
Chief Operations Officer
brian.davis@piaggiofastforward.com

Autonomy for Humans
piaggiofastforward.com
52 Roland Street
Boston, MA 02129



EXHIBIT F

PIERCE ATWOOD

CHRISTOPHER J. DOLE
100 Summer Street
Boston, MA 02110
PH 617.488.8130
FX 617.824.2020
cdole@pierceatwood.com
pierceatwood.com

Admitted in: MA

VIA FEDERAL EXPRESS AND ELECTRONIC DELIVERY

August 23, 2022

Piaggio Fast Forward, Inc.
52 Roland Street
Boston, Massachusetts 02129

and

Piaggio Group Americas, Inc.
860 Washington Street, 9th Floor
New York, New York 10014

Re: Lease by and between Hood Park LLC, a Massachusetts limited liability company (“Landlord”) and Piaggio Fast Forward, Inc., a Delaware corporation (“Tenant”) dated as of June 30, 2022 (the “Lease”), with respect to certain premises located at 570 Rutherford Avenue, Charlestown, Massachusetts, and Guaranty of Lease given by Piaggio Group America, Inc., a Delaware corporation (“Guarantor”) dated as of June 30, 2022 (the “Guaranty”). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Lease.

To Whom It May Concern:

Landlord is in receipt of that certain email correspondence dated August 18, 2022 from Brian Davis, Chief Operations Officer of Tenant, attempting to terminate the Lease citing, as reasons, the cost of construction and the failure of the parties to agree upon the terms of an amendment to the Lease. Be advised that there are no provisions in the Lease giving Tenant the right to terminate the Lease for such reasons (or any other reason relevant to the circumstances), therefore, Tenant’s attempt to terminate the Lease is without any legal basis or right. Accordingly, Landlord hereby **rejects** such unfounded attempt to terminate the Lease and advises Tenant that the Lease is a binding contract which Landlord intends to enforce.

As you know, Landlord has been negotiating, in good faith, the terms and conditions of an amendment to the Lease requested by Tenant based on terms and conditions articulated in email and/or text exchanges between the respective brokers at the time of execution and delivery of the Lease and Guaranty (which included, among other things, a lump sum payment of all rent due for the remainder of the term following the termination date). Be advised that Landlord is willing to

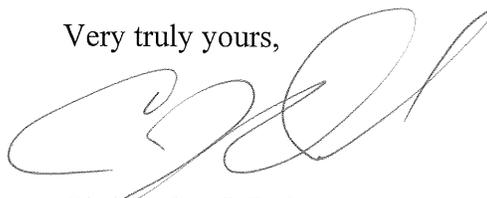
continue such good faith negotiation, however, whether or not such negotiations proceed or an amendment to Lease is ultimately executed has no bearing whatsoever on the effectiveness or enforceability of the Lease and Guaranty.

Be advised that Landlord reserves all rights and remedies available to it under the Lease, the Guaranty, at law and in equity, in the event Tenant fails to perform its obligations thereunder, including without limitation, the right to receive the total Fixed Rent due throughout the term (\$15,011,976.00), additional rent for operating expenses and taxes throughout the term, as well as costs, expenses and damages suffered as a result of Tenant's default, related to the early termination of the lease of the prior tenant to accommodate Tenant's Lease, brokerage commissions and legal fees.

Finally, be advised that Tenant has failed to deliver the \$493,815.00 Letter of Credit as required by the Lease. Accordingly, Landlord hereby demands that Tenant provide same immediately in a form approved by Landlord in advance.

Any response or further correspondence regarding the Lease should be directed to my attention at the address set forth above.

Very truly yours,



Christopher J. Dole

cc: Christopher Kaneb, Catamount Management Corporation
Debra Gould, Newmark
Timothy Bianci, Newmark
Steele Divitto, Steele Group

EXHIBIT G



August 29, 2022

Via email: cdole@pierceatwood.com

Christopher J. Dole Esq.
Pierce Atwood LLP
100 Summer Street
Boston MA 02110

Re: Piaggio Fast Forward, Inc.; Hood Park LLC

Dear Mr. Dole:

I represent Piaggio Fast Forward, Inc. (“PFF”) and Piaggio Group America, Inc. (“PGA”) in connection with the above referenced matter. I write in response to your letter dated August 23, 2022. Please direct all future correspondence in this regard to me and refrain from any further direct communication with my clients or their agents.

As you know, on August 18, 2022, Brian Davis of PFF sent an email to you and your client’s agent, Catamount Management, informing them that PFF had withdrawn from further negotiations with respect to a potential lease that would have covered certain premises at 570 Rutherford Avenue in Charlestown Massachusetts. You had a subsequent telephone call with Mr. Davis in which he specifically rejected the notion that PFF wished to terminate that lease, because it had not been completed or executed.

Your letter of August 23rd intentionally misrepresents Mr. Davis’s email and phone call by stating repeatedly that PFF is seeking to terminate the lease. The balance of your letter essentially purports to summarize the reasons that PFF cannot terminate the lease and that its attempt to do so constitutes an event of default thereunder.

Your letter does not even mention, let alone address, the actual content of Mr. Davis’s email and conversation with you, i.e., that the parties have not executed the lease and therefore no termination is necessary or even possible. Your failure to even acknowledge these facts is surprising, given that they are unequivocally supported by the documents, correspondence and conduct of the parties in connection with this matter. Accordingly, a review of those facts seems necessary.

As you know, the major unresolved issue between the parties was PFF’s requirements for the terms and conditions governing PFF’s early termination of the lease, which PFF proposed the

parties include in the lease. Your client agreed to consider and negotiate those provisions, but surprisingly insisted that they be included in an amendment to the lease, rather than in the lease itself. Though PFF found this requirement inexplicable, it had no specific objection to it, provided of course that the parties finalized and executed the amendment simultaneously with the lease.

Shortly thereafter, and while the parties were actively negotiating the early termination provisions, your client requested that PFF deliver the signatures of PFF and PGA to the lease and the guaranty, as a “show of good faith” to your client’s mortgage lender. **Indeed, your client led PFF to believe that this “show of good faith” to its lender was necessary precisely because the parties had not completed their lease negotiations and the lease was not yet effective.** PFF and PGA, as an accommodation to your client, delivered those signatures via email, under the express condition that the lease would not become effective unless and until the parties had executed the amendment covering early termination. The language of the emails to which PFF attached those signatures is as follows:

“Contingent on agreement on Termination Clause” (July 5, 2022, email from Brian Davis to the Steele Group, forwarding lease signature)

“Attached is the signed copy of gaurantor (sic) pages for the lease at Hood Park. Per discussion, final acceptance of the lease is contingent on final agreement on the amended terms and conditions (also attached) with the Catamount.” (July 7, 2022, email from Brian Davis to the Steele Group, forwarding guarantor signature. The attachment contained the early termination provisions).

The Steele Group forwarded these emails in their entirety to your client’s broker, Newmark.

In this connection, the portion of your letter that suggests that PFF requested the amendment covering early termination after it delivered its signatures is false and contrary to the record. PFF stated its requirements for additional termination language, your client insisted on setting forth that language in an amendment, and the parties commenced negotiation of that language prior to your client’s request for PFF to forward its signatures. PFF’s direct reference to that process in the above emails, and the condition that the lease would not be effective unless and until the parties had resolved that issue, unequivocally confirms this sequence of events. Your claim that the lease was fully executed and became effective when PFF conditionally forwarded its signatures on July 7, 2022, is false and inconsistent with that correspondence, and the balance of communications between the parties and their agents. **Indeed, if the parties had unconditionally entered into a final lease, then there would be no reason to provide the lender with a “show of good faith”.** Your related assertion that PFF requested an amendment after it had unconditionally signed the lease is simply incorrect.

It is of course not unusual for parties to a commercial agreement to exchange signatures in escrow, pending resolution of outstanding documents or issues. This is precisely what PFF and PGA did, at your client’s request (solely to assist your client’s relationship with its lender given

that the parties were still negotiating, and had not entered into, the lease) and confirmed in its transmittal emails. We assume that your client shared with its lender PFF's clearly stated conditions covering that signature delivery and the unresolved status of those conditions, thereby fully informing the lender that the lease was neither completed nor executed.

Based on the foregoing, we hereby **reject** your letter's false assertions that PFF executed the lease, that PGA executed the guaranty, that the lease became effective or enforceable or that my clients have any liability, obligation or duties thereunder.

This letter is for discussion purposes only and does not constitute an admission, waiver, agreement or forbearance. We reserve all rights and remedies.

Sincerely,

A handwritten signature in black ink that reads "Duane Berlin". The signature is written in a cursive, slightly slanted style.

Duane L. Berlin.

Cc: Piaggio Fast Forward, Inc.

Piaggio Group America, Inc.

EXHIBIT H



Jeffrey E. Francis

100 Summer Street
Suite 2250
Boston, MA 02110

617.488.8136 voice
617.824.2020 fax
jfrancis@pierceatwood.com
www.pierceatwood.com

Admitted in: MA, NY

September 2, 2022

Via Email

Duane L. Berlin, Esq.
Outside GC LLC
501 Boylston Street, 10th Floor
Boston, MA 02110

Re: Piaggio Fast Forward, Inc., Piaggio Group Americas, Inc.

Dear Counsel:

I am writing in response to your letter dated August 29, 2022 to my partner, Christopher Dole.

Piaggio Fast Forward, Inc. (“PFF”) cannot “withdraw” from its binding contractual obligations under the lease it has entered into (the “Lease”) for the commercial space at 570 Rutherford Avenue, Charlestown, Massachusetts (the “Premises”). PFF entered into the Lease without any condition precedent or other pre-condition to its effectiveness or enforceability. In addition, Piaggio Group Americas, Inc. (“PGA”) executed its Guaranty of PFF’s obligations under the Lease also without condition precedent or other pre-condition to the Guaranty’s effectiveness or enforceability.

By way of background, prior to entering into the Lease with PFF, the Premises were leased by Bunker Hill Community College (“BHCC”). BHCC’s lease was not scheduled to expire until January 21, 2025. On June 9, 2022, to accommodate PFF’s interest in leasing the Premises, BHCC and Hood Park, LLC (“Hood” or the “Landlord”) entered into the Third Amendment to the BHCC’s lease by which Hood agreed to allow BHCC to terminate its lease when Hood “enters into a written lease agreement with a third-party tenant...” for the Premises (the “Termination Agreement”). PFF was aware of the Termination Agreement. In fact, the Lease contains language specifically referring to “Existing Tenant under a written lease which is scheduled to expire and terminate on or about June 30, 2022...” In reliance on having entered into a written lease agreement with PFF (i.e. the Lease), Hood terminated the lease with BHCC.

Duane L. Berlin, Esq.
September 2, 2022
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At or about that time, Steele Divitto, PFF's commercial real estate broker informed Tim Bianchi, Hood's commercial real estate broker, that due to what was described as an accounting issue with PFF's parent entity, PFF needed to have the right to terminate the seven-year Lease after four years but represented that this would not be a material change to the Lease as the terms of the termination clause would make Hood whole. Specifically, Mr. Divitto stated that the terms of the termination clause would be:

We give you 4 full years and if terminated we pay the remaining 3 years immediately upon notice.

12 months prior written notice.

Eventually, based on the above-described terms, Hood agreed to the termination clause which the parties agreed would be entered into after the Lease was executed as the first amendment to the Lease. Specifically, on June 30, 2022, Mr. Divitto forwarded on to Mr. Bianchi the following from Brian Davis, PFF's Chief Operations Officer:

Just showed your text to Greg. (FYI...Greg is CEO Greg Lynn.) I think sign and amend will work

There was never any discussion or agreement between PFF and Hood that the Lease would be contingent upon an agreement on the termination clause. Indeed, in response to inquiries from Mr. Bianchi regarding exchanging signature pages to the Lease, Mr. Divitto assured Mr. Bianchi that efforts were being made to get the Lease executed and forwarded an email from Mr. Davis stating that PFF was ready to sign the lease without mention of any condition precedent or contingency of any kind and blamed the delay on a PGA board member being in the hospital:

Tim,

Please pass along the note below from PFF's COO to Chris. Pulling all oars to get this signed.

Signature request is sitting in Greg's inbox. Once we get the green light from BOD, and Greg can sign, I will get it over to you immediately.

Appreciate your teams' hard work and we are thrilled to get this finalized.

All the best,
Steele

Begin forwarded message:

From: Brian Davis <brian.davis@piaggiofastforward.com>
Date: July 1, 2022 at 1:43:05 PM EDT
To: Steele Divitto <steele@steelegroup.co>
Subject: Hood Park Lease

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Steele,

PFF is ready to sign the lease but our CEO (Greg Lyn) needs final approval from the PG board of directors prior to putting pen to paper. Greg is actively working with the BOD to gain all of those signatures. **Though this sounds like "the dog ate my lunch" issue. The PG CEO is in the hospital having broken his femur. We were hoping to get his and the rest of the board's signature by EOD today but it looks like we will need a little more time. Greg is sure he will have the approval by Monday morning the latest, and likely some time during the weekend.** As soon as he gets the go ahead he is ready to sign. **I know that this is not ideal for all involved but be assured that the project is a "GO" all the way to the CEO of the PG group.** Some of their BOD toured the facility this week. They liked what they saw, love the program and are excited for PFF to be in our own building where we can grow and advance our product lines. This is a big step for PFF and the parent organization is fully supportive of the plan.

It is the paperwork process that is delaying us.

I will be in contact with Greg throughout the weekend and will be ready to act as soon as he is given approval. (emphasis added)

On July 5, 2022, Greg Lynn forwarded his signature page to the Lease to Mr. Davis without note or qualification of any kind. Mr. Davis forwarded the signature page to Mr. Divitto with the note "contingent on agreement on termination clause." Thereafter, Mr. Divitto forwarded the signature page on to Mr. Bianchi. At no point was Hood made aware that the Lease was purportedly "contingent on agreement on termination clause" nor did Hood agree to amend the Lease to add this purported contingency. With signature pages executed and exchanged and the Lease by its terms effective as of June 30, 2022 (*i.e.* four days before Mr. Davis' "contingent on agreement on termination clause" note), the Lease was fully executed and constitutes a binding agreement between the Parties.

On July 13, 2022, Christopher Dole wrote Mr. Divitto that:

Tim, Deb and I have reviewed the termination issue with the Hood team, as well as the language proposed by Piaggio last week. Subject to review and approval by Hood's lender, hood is willing to allow Tenant to terminate the Lease after 4 years of paying rent so long as Hood is made whole for the entire term of the Lease. Any payment in connection with the termination is going to have to be received upfront (within a reasonable time of Tenant's Notice of Termination) and in no event will Landlord entertain any provisions related to mitigating damages or requiring Landlord to use any effort to relet the Premises.

A proposed draft, which draft was based on and consistent with language provided by PFF on July 5, 2022, of the first amendment to the Lease accompanied this confirmation that Hood had agreed to the requested termination clause on the terms originally proposed by PFF. Therefore, even on PFF's baseless argument that the Lease was "contingent on agreement on termination

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clause”, the Lease is in full force and effect because an agreement on the termination clause was reached and the purported condition precedent has been met. Indeed, on July 14, 2022, Mr. Divitto issued an invoice for his commission which invoice specifically noted was “due on lease execution” and was to be paid net 30 days on August 13, 2022; a clear indication that Mr. Steele believed the Lease had been executed and was a binding agreement with no remaining contingencies.

Throughout July and into August 2022, PFF visited the Premises to undertake the design work for tenant improvement which it was required to complete within 90 days of the execution of the Lease and PGA proceeded to negotiate the terms of a letter of credit for the security deposit required under the Lease which letter of credit Mr. Divitto stated would be imminently provided to Hood.

On July 27, 2022, Mr. Divitto circulated a revisions to Christopher Dole’s draft of the first amendment to the Lease. However, these revisions purported to change the previously agreed-upon terms, including allowing PFF to make monthly instalment payments of the final three years of the Lease rather than the agreed-upon single, lump sum payment. In response, Christopher Dole informed Mr. Steele that this proposed change to the parties’ agreement on the termination clause was not acceptable.

On August 2, 2022, Mr. Davis emailed Mr. Divitto and stated that he was “[g]etting hammered on this side regarding the paying monthly vs pay in full at the time of termination how do we get closure.” Mr. Divitto forwarded this message on to Mr. Bianchi to inquire if Hood would agree to this change in the agreed-upon terms for the termination clause. However, at no point did either Mr. Divitto or Mr. Davis assert that the Lease was not binding or that there was any unmet contingency.

Finally, on August 18, 2022, to the admitted shock of Mr. Divitto and, frankly, Hood, Mr. Davis asserted that PFF was “withdrawing from negotiations with respect to the Lease” and asserted two reasons for this decision:

- (i) the actual quote for the construction in the building is more than double the estimate that we received at the commencement of our negotiations and (ii) it has become clear that we are not going to arrive at mutually agreeable terms and conditions of an amendment to the lease covering early termination by the Tenant.

There was never any discussion of or agreement to condition enforceability of the Lease on favorable construction costs for PFF. It is apparent, however, that PFF’s unhappiness with the cost for the construction of its current design for the tenant improvements for this project best explains this pretextual attempt to “withdraw” from the Lease on the bad faith assertion of nonexistent condition precedents and on the false assertion that the parties have not already reached an agreement on the termination clause.

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To be clear, your clients have undertaken a course of action including, but not limited to (i) waiting until Hood had terminated the BHCC lease to seek the termination clause; (ii) deceiving Hood as to the imminent provision of the Security Deposit; and (iii), seeking to “withdraw” from the binding Lease based on pretextual claim of a failure to meet a non-existent condition precedent which either taken alone or together evidence of a wider scheme that violate the covenant of good faith and fair dealing and Mass. Gen. Laws. C. 93A. See e.g. *Anthony's Pier Four, Inc., Vs. HBC Associates*, 411 Mass. 451 (1991); *Robert and Ardis James Found. v. Meyers*, 474 Mass. 181, 188, 48 N.E.3d 442, 449 (2016). The purpose of the covenant is to guarantee that the parties remain faithful to the intended and agreed expectations of the parties in their performance. *Uno Rests, Inc. v. Boston Kenmore Realty Corp.*, 805 N.E.2d 957 (Mass. 2004). There is no requirement that bad faith be shown; instead, the plaintiff has the burden of proving a lack of good faith. *Nile v. Nile*, 432 Mass. 390, 398–399, 734 N.E.2d 1153 (2000). A lack of good faith can be inferred from the totality of the circumstances. *Id.*, at 399.

However, it remains my hope and expectation that the parties can resolve this dispute amicably. As described above, although by no means a condition precedent to the enforceability of the Lease, the parties had previously reached an agreement on the terms of the termination clause and needed only to memorialize that agreement in the form of a first amendment to the Lease. To that end, please find attached hereto, a first amendment to the Lease which memorializes the parties’ agreement on the termination clause. Please have your client execute and return this amendment. In addition, please also provide the letter of credit for the Security Deposit under the Lease as your client is now in breach of the Lease for failing to provide the required Security Deposit. With these two steps taken, Hood will understand that PFF has reaffirmed its intention to perform its obligations under the Lease. However, if we do not receive the executed first amendment and the required Security Deposit letter of credit by close of business on September 15, 2022, we will proceed to take whatever action we deem necessary to pursue Hood’s claims against PFF and PGA, including under Mass. Gen. Laws Chapter 93A.

Finally, please be advised that PFF and PGA are in anticipation of litigation and, therefore, PFF and PGA, as well as their agents including Mr. Divitto, must ensure that they have taken all necessary steps to preserve and protect all evidence or materials likely to lead to admissible evidence, including electronically stored documents and communications (e.g. texts, voicemails and emails) from deletion or destruction including stopping all automatic deletion procedures or protocols that may be in place at either PFF or PGA.

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Should you wish to discuss this matter further, please feel free to contact me directly.

Best Regards,

/s/ Jeffrey E. Francis

Jeffrey E. Francis

Cc: Christopher Dole, Esq.

Enclosure

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “**First Amendment**”) is made as of the __ day of September, 2022 (the “**Effective Date**”) by and between HOOD PARK LLC, a Massachusetts limited liability company, with an address of 6 Kimball Lane, Lynnfield, Massachusetts 01940 (“**Landlord**”) and PIAGGIO FAST FORWARD, INC., a Delaware corporation, with an address of 52 Roland Street, Boston, Massachusetts 02129 (“**Tenant**”).

WITNESSETH

A. Landlord and Tenant are parties to that certain Lease dated as of June 30, 2022 (the “**Lease**”), with respect to certain premises consisting 56,436 rentable square feet comprising the entire rentable area within the building commonly known as 570 Rutherford Avenue, Charlestown, Massachusetts 02129, as more particularly described in the Lease.

B. The Initial Term of the Lease is scheduled to be Eighty-Seven (87) full calendar months commencing on the Commencement Date (as defined in the Lease) and ending on the Expiration Date (as defined in the Lease).

C. Landlord and Tenant have agreed that Tenant shall have the one-time right to terminate the Lease as of the last day of the Fifty-First (51st) full calendar month following the Commencement Date (the “**Early Termination Date**”), subject to the terms and conditions set forth in this First Amendment.

D. Landlord and Tenant desire to make certain amendments and modifications to the terms and provisions of the Lease consistent with the foregoing and as otherwise agreed upon as hereinafter set forth. The Lease, as modified by this First Amendment, is hereinafter referred to as the “**Lease**.”

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Landlord and Tenant hereby agree as follows:

1. **Definitions.** Each capitalized term used in this First Amendment shall have the same meaning as is ascribed to such capitalized term in the Lease, unless otherwise provided for herein.

2. **Early Termination Right.** Notwithstanding any term or condition of the Lease to the contrary, Landlord and Tenant hereby acknowledge and agree that Tenant shall have the one-time right to terminate the Lease effective as of the Early Termination Date, subject to the terms and conditions of this Section 2. Any exercise of Tenant’s right to terminate the Lease shall be applicable to the entire Demised Premises and may not be exercised for less than all of the Demised Premises. To exercise such early termination right, Tenant must (a) deliver written

notice to Landlord not later than twelve (12) months prior to the Early Termination Date that Tenant desires to terminate the Lease as of the Early Termination Date, (b) pay to Landlord, within thirty (30) days of Tenant's receipt of Landlord's Termination Cost Notice (as described below), an amount equal to the sum of (i) Tenant's Fixed Rent obligation (including any additional Fixed Rent payable with respect to the Additional Allowance if used by Tenant) which would have been due and payable by Tenant from the day immediately following the Early Termination Date through the Expiration Date if Tenant had not exercised its early termination right (the "**Fixed Rent Payment**"), and (ii) Tenant's addition rent obligations with respect to Taxes and Operating Costs which would have been due and payable by Tenant from the day immediately following the Early Termination Date through the Expiration Date if Tenant had not exercised its early termination right, provided however, the calculation of the amount payable with respect to Taxes and Operating Costs shall be based upon Landlord's then current and good faith estimates thereof and shall include annual increases of three percent (3%) (the "**Additional Rent Payment**"), and (c) pay to Landlord, within thirty (30) days of Tenant's receipt of Landlord's Termination Cost Notice, a payment equal to the sum of Landlord's then-unamortized costs with respect to the Lease (the "**Unamortized Costs**").

As used in this section, Landlord's "Unamortized Costs" means the sum of

- (i) the unamortized balance of the Allowance;
- (ii) the unamortized balance of the Additional Allowance used by Tenant;
- (iii) the unamortized balance of \$493,815.00 (representing the value of the free rent period between the Commencement Date and the Rent Commencement Date);
- (iv) the unamortized balance of the value of Tenant's additional rent obligation with respect to Taxes and Operating Costs during the free rent period between the Commencement Date and the Rent Commencement Date;
- (vii) the unamortized balance of real estate commissions paid by Landlord to the Brokers with respect to the Lease; and
- (viii) the unamortized balance of any legal fees incurred by Landlord in connection with the drafting and negotiation of the Lease and this First Amendment

(collectively, "**Landlord's Costs**"). The calculation of Landlord's then-unamortized costs will be made by (a) taking the total of all such costs, (b) fully amortizing such amount at eight (8%) interest per annum from the Rent Commencement Date through the Expiration Date (eighty-four (84) full calendar months) to establish a monthly payment therefor, and (c) calculating the remaining principal balance of such amortized amount as of the Early Termination Date. Such remaining principal balance is deemed to be Landlord's "then unamortized costs". In the event Landlord grants any additional tenant improvement allowances, rent concessions and/or abatements or pays any additional real estate commissions or incurs additional reasonable and documented costs and expenses, including without limitation, legal fees in connection with the

preparation of any amendment to the Lease, the parties agree that Landlord's Costs may increase and, therefore, the then-unamortized costs shall be appropriately adjusted.

Within thirty (30) days of Landlord's receipt of Tenant written exercise of this termination right, Landlord shall provide Tenant with a written notice setting forth, in reasonable detail (which shall include the components of each and the basis for calculation thereof), the Fixed Rent Payment, Additional Rent Payment and the payment with respect to the Unamortized Costs (the "**Landlord's Termination Cost Notice**").

Tenant's rights under this Section 2 are personal to Tenant and shall not be transferrable or assignable to any other entity without the prior written consent of Landlord, which consent may be granted or withheld in its sole and absolute discretion.

In the event any Event of Default exists either when Tenant delivers the exercise notice to Landlord or upon the Early Termination Date, or Tenant fails to timely give such notice of termination or pay the amounts as and when described above (time being of the essence), Tenant's exercise of such early termination right shall automatically become null and void, whereupon the Lease shall continue in full force and effect as if Tenant had never exercised such early termination right.

3. **Counterparts.** The First Amendment may be executed in two (2) or more counterparts, each of which shall be an original but such counterparts together shall constitute one and the same instrument notwithstanding that both Landlord and Tenant are not signatories to the same counterpart. This First Amendment may be executed in "pdf" or other electronic format each of which shall be deemed original signatures duly delivered for the purposes hereof and by which the parties agree to be bound, and each party has the right to rely upon an electronic or pdf counterpart of this First Amendment signed by the other party to the same extent as if such party had received an original counterpart.

4. **Confirmation of Lease.** Except as modified by the terms of this First Amendment, the terms and provisions of the Lease are hereby ratified and confirmed in all respects. In the event of any inconsistency between the terms of this First Amendment and the terms of the Lease, then the terms of this First Amendment shall control. All other provisions of the Lease are hereby amended to conform to the provisions of this First Amendment, but shall otherwise remain in full force and effect.

5. **Binding Effect.** This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and permitted assigns.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this First Amendment is executed as of the day and year aforesaid.

LANDLORD:

HOOD PARK LLC,
a Massachusetts limited liability company

By: Catamount Management Corporation
Its Manager

By: _____
Name: Christopher P. Kaneb
Title: Vice President

TENANT:

PIAGGIO FAST FORWARD, INC.,
a Delaware corporation

By: _____
Name: Greg Lynn
Title: Chief Executive Office

EXHIBIT I



September 15, 2022

Via email: jfrancis@pierceatwood.com

Jeffrey E. Francis Esq.
Pierce Atwood LLP
100 Summer Street
Boston MA 02110

Re: Piaggio Fast Forward, Inc.; Hood Park LLC

Dear Mr. Francis:

I write in response to your letter dated September 2, 2022.

My clients continue to reject the meritless assertion that the parties entered into a lease, and they deny any liability, duty or obligation to your client arising with respect thereto. The explanations and allegations in your letter that attempt to allege otherwise simply do not add up. As did Mr. Dole in his original letter of August 29, 2022, you have misstated the facts in many places and come to a number of erroneous and unsupported legal conclusions. In fact, your letter even contains several admissions that contradict your false claims and support the position of my clients.

I will not engage in a point-by-point refutation of your letter, though we obviously reserve our rights to do so. Suffice it to say that your allegations with respect to your client's amendments to the BHCC lease and your attempt to establish a breach of the implied covenant of good faith and fair dealing are factually incorrect and legally unsound.

We do note, however, that your letter confirms that on July 5, 2022 "Mr. Davis forwarded the signature page to Mr. Divitto with the note **"contingent on agreement on termination clause."** This statement constitutes an admission that PFF did not unconditionally deliver its lease signature, but rather explicitly stated that the effectiveness of the lease was conditioned upon the parties' resolution of the termination clause. You also failed to address the fact that PFF's July 7, 2022, email forwarding PGA's guaranty signature, set forth the same condition in greater detail: **"Per discussion, final acceptance of the lease is contingent on final agreement on the amended terms and conditions (also attached) with the Catamount"**. Mr. Steele forwarded both of Mr. Davis's emails, including both sets of conditionality language, to Mr. Bianchi at Hood's broker, Newmark. Nonetheless, after admitting that Mr. Davis's transmission of the signatures was explicitly subject to resolution of the termination provision, you inexplicably state

that “[a]t no point was Hood made aware that the Lease was purportedly ‘contingent on agreement on termination clause’”. The inconsistency of these statements is glaring and irreconcilable. PFF’s broker made Hood aware of the condition when it notified Hood’s broker that the effectiveness of the lease would not occur until the parties finalized and signed the termination provision. Hood had actual and (through its agent) constructive knowledge that PFF’s signature transmission was conditional. Hood cannot simply disclaim such knowledge because it is convenient to do so.

As did Mr. Dole, your letter also does not address, or make any reference to, the fact that Hood requested PFF to forward its signatures before the termination provisions were finalized as a “show of good faith” to Hood’s mortgage lender, which was concerned that the parties had not yet finalized or executed the lease. PFF agreed to assist Hood in its relationship with its lender, but (as you have admitted above) made it clear that the lease would not be effective until the termination provisions, which were still in negotiation, were final. The notion that Hood needed to reassure its lender because the lease was still open directly contradicts your assertions that the lease was fully executed. Your repeated failure to address these facts raises our concern as to the veracity and consistency of Hood’s communications with all concerned parties in this connection.

You argue alternatively that even if PFF’s delivery of its signatures was conditioned on finalizing the termination provisions, that condition was somehow satisfied by Hood’s delivery of a proposed draft lease amendment that neither of the parties ever signed. To support this position, you cite Mr. Dole’s email of July 13, 2022, in which he sends a draft of the amendment to Mr. Divitto. Mr. Dole’s email stated that the draft amendment was “Subject to review and approval by Hood’s lender...”. Obviously, delivery of a draft by one party to the other is not equivalent to a finalized, executed document. Moreover, in addition to the fact that PFF never agreed to the terms of the draft amendment, Mr. Dole specifically admitted that even Hood could not sign the draft amendment because its lender hadn’t approved it.

Based on the foregoing, given the absence of any documentary or testimonial evidence that a lease existed, together with the admissions set forth in your letter, it is clear that the litigation you have threatened to bring would be frivolous and devoid of any reasonable basis.

In addition, please be advised that your letter demonstrates that Mr. Dole was directly involved in this matter and is therefore likely to be a fact witness in any litigation with respect thereto. Accordingly, we reserve the right to object to your firm’s representation of Hood in any such proceedings.

This letter is for discussion purposes only and does not constitute an admission, waiver, agreement or forbearance. We reserve all rights and remedies.

Sincerely,

Duane Berlin

Duane L. Berlin.

Cc: Piaggio Fast Forward, Inc.