

ADDITIONAL LEASED PREMISES:

To include Suite #501 of 12 Channel Street located within the Boston Martine Industrial Park.

CONDITION OF PREMISES:

Ops-Core acknowledges that they have inspected the Leased Premises with all its improvements and fixtures and agree to accept the Leased Premises in "as-is" condition.

PERMITTED USES:

The Leased Premises shall be used exclusively for the storage, warehouse and distribution of protective headgear and related equipment.

BUILDING HOURS OF OPERATION:

Ops-Core shall have access to the Leased Premises on a 24 hour, 7-day per week basis.

Ops-Core shall have access to the common area loading and freight elevators Monday through Friday 6:00 AM to 11:00 PM and Saturday from 6:00 AM to 6:00 PM, excluding Federal and State holidays.

CONSTRUCTION:

Ops-Core improvements, including necessary wall construction, utility routing and required building emergency systems modifications, to the Leased Premises shall be at Ops-Core's sole expense and all plans and specifications must be prepared by a registered Architect or Engineer and must be reviewed and approved by Landlord's designated representative prior to construction. Such approval shall not be unreasonably denied.

Ops-Core is responsible for obtaining any and all permits and licenses which may be required in order for Ops-Core's use of the Leased Premises to be in conformance with local, state, and federal laws.

Ops-Core shall be in full compliance with all local state and federal laws and code throughout the construction phase and thereafter.

Landlord does not issue building permits on behalf of the City of Boston.

INSURANCE:

Ops-Core shall maintain coverage of \$2,000,000 for personal injury and property, \$1,000,000 in automobile coverage plus \$3,000,000 for excess liability with Landlord named as additional insured.

Throughout the construction phase, Ops-Core shall also cause all contactors working on the Leased Premises to name Landlord as additional insured in the forms and amounts of coverage described in this section.

*LETTER OF INTENT
12 CHANNEL STREET
BOSTON MARINE INDUSTRIAL PARK*

*Ops-Core, Inc.
July 16, 2013*

HAZARDOUS MATERIALS:

Ops-Core shall not use, generate, store, or dispose of, or permit the use, generation, storage or disposal of unauthorized Hazardous Materials on or about the Leased Premises or the Building. If Ops-Core breaches its obligations under this Section, Landlord may immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from Ops-Core's use, generation, storage or disposal of Hazardous Materials. Ops-Core shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against any and all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees and cost of cleanup and remediation) arising from Ops-Core's failure to comply with these provisions. The term "**Hazardous Materials**" means any substance, material, or waste which is now or hereafter classified or considered to be hazardous, toxic, or dangerous under any Law relating to pollution or the protection or regulation of human health, natural resources or the environment, or poses or threatens to pose a hazard to the health or safety of persons on the Leased Premises or in the Building. This indemnity provision shall survive termination or expiration of the proposed Lease.

Notwithstanding the preceding terms, Ops-Core is permitted to perform all operations and handle all materials permitted under the original Lease Agreement entered into by Landlord and Ops-Core and executed May 1, 2012.

SUBLEASING AND ASSIGNMENT OF THE LEASE:

Ops-Core may assign the Lease or enter into a sublease only in accordance with the terms and conditions established in the original Lease Agreement entered into by Landlord and Ops-Core and executed May 1, 2012.

TERM COMMENCEMENT DATE: **August 1, 2013**

TERM EXPIRATION DATE: **April 30, 2018**

ANNUAL FIXED RENT FOR RENTABLE AREA (4,895 RSF):

Lease Period			Price Per RSF	Rentable Square Feet	Monthly Payment
8/1/2013	-	4/30/2014	\$ 13.00	4,895	\$ 5,302.92
5/1/2014	-	4/30/2016	\$ 13.65	4,895	\$ 5,568.06
5/1/2016	-	4/30/2018	\$ 14.06	4,895	\$ 5,735.31

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ADDITIONAL RENT:

Commencing August 1, 2013, Ops-Core is responsible, on a monthly basis, for paying its proportionate share, based upon the total RSF (as measured by its percentage of the buildings leasable area) of Landlord's estimated annual cost for **gas heat, trash compactor fees, and general maintenance** plus it shall pay for its use of the trash compactor on a **per use basis**. Ops-Core shall also pay on a monthly basis, its proportionate share (as measured by its percentage of the Boston Marine Industrial Park's total leasable building area) of the cost to Landlord of providing **general maintenance, snow removal, security, street lighting, landscaping, and other services** provided by the Landlord to the Boston Marine Industrial Park.

Ops-Core shall make arrangements to separately meter and pay utility provider for **electricity** used in the Leased Premises.

PARKING:

Along with the Leased Premises, EDIC will make available for Ops-Core's exclusive use one parking space located at a convenient site to be determined by EDIC. In addition, Landlord's "in common" visitor short-term metered parking is also available for Ops-Core's invitees only in front of the building. Parking is also available in the public parking garage for tenants, employees, invitees, and the general public at a daily and monthly market rate. The current monthly rate is \$150.00.

SECURITY DEPOSIT:

To equal two month's fixed rent to be received by Landlord by August 1, 2013. Interest shall accrue to Landlord.

NON-REFUNDABLE INITIAL DEPOSIT:

The Non-Refundable Initial Deposit shall equal Five Thousand Three Hundred and Two Dollars and Ninety Two Cents (\$5,302.92). The Initial Deposit shall be credited toward Security Deposit herein stipulated. The Initial Deposit will be returned to Tenant only in the event that the Economic Development & Industrial Corporation Board of Directors fails to approve the terms and conditions of a lease as outlined within this Letter of Intent.

EMPLOYMENT OF BOSTON RESIDENTS:

Ops-Core understands that the Leased Premises are being provided as part of an overall program to provide jobs for the people of the City of Boston. In obtaining employees for new positions and filling vacancies for its operations on the Leased Premises, Ops-Core agrees to use best efforts to hire at least 50% residents of the City of Boston and to include low and moderate-income persons. Ops-Core agrees to give best efforts to hire 25% minorities and 10% women.

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BROKERAGE:

Ops-Core acknowledges that it has had no involvement in this real estate transaction with a real estate brokerage firm. Ops-Core covenants to pay and hold harmless against any and all loss, cost, expense, or liability incurred by Landlord for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease or any extension thereof.

EDIC BOARD APPROVAL CONTINGENCY:

In advance of the EDIC Board meeting and at its sole risk, Ops-Core may access the space upon execution of this letter and upon Ops-Core evidencing the required insurance. In the event that the EDIC Board does not authorize this proposal, for any reason whatsoever, Ops-Core shall then promptly vacate the Leased Premises and deliver said premises to EDIC in operable and broom clean condition within three business days of Ops-Core receiving written notification of such an event.