

ACCESS AND MAINTENANCE AGREEMENT

This ACCESS AND MAINTENANCE AGREEMENT is entered into as of the 24 day of October, 2007 by and between 7 HOLLAND WAY, LLC (the "7 Holland Owner"), EXETER CORPORATE PARK, LLC (the "3 Holland Owner") and EXETER CORPORATE PARK DEVELOPMENT, LLC (the "Remaining Land Owner"), each of which is a Delaware limited liability company.

WHEREAS, each of the parties owns land comprising the Exeter Corporate Park, as more particularly described below;

WHEREAS, there is a private access way off of Holland Way, which serves as the entrance to Exeter Corporate Park, which is owned in fee by the Remaining Land Owner, and over which each of the 7 Holland Owner and the 3 Holland Owner each, have a non-exclusive access easement (the "Access Road");

WHEREAS, there currently exists landscaping and park signage near the intersection of the Access Road and Holland Way at the entrance to Exeter Corporate Park;

WHEREAS, the parties acknowledge that, while Exeter Corporate Park currently includes only 2 developed parcels, namely the 7 Holland Parcel and the 3 Holland Parcel, the Park may be expanded over time to include additional parcel(s), currently undeveloped, (namely, the "Remaining Land", as defined below) located to the west of Holland Way owned by the Remaining Land Owner or its successors and assigns;

WHEREAS, the parties desire to more fully set forth their various rights and obligations with respect to the Access Road, utilities therein, and the adjacent landscaping and park signage;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Parties. The parties own the land comprising the Exeter Corporate Park, as follows:

7 Holland Way, LLC: Tax Map 70, Lot 102 (the "7 Holland Parcel"), more particularly described on Exhibit A hereto;

Exeter Corporate Park, LLC: Tax Map 70, Lot 104 (the "3 Holland Parcel"), more particularly described on Exhibit B hereto;

Exeter Corporate Park Development, LLC: Tax Map 70, Lot 101
Tax Map 70, Lot 103
Tax Map 66, Lot 1
Tax Map 66, Lot 1.1 (the "Remaining Land"), more particularly described on Exhibit C hereto;

← s/B 104

← s/B 102

066413

2007 OCT -3 PM 1:51

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

2. The Plan. The "Access Road" is shown in part as "Future Road" on the plan [sheet 5] entitled "Overall Plan ALTA/ACSM Land Title Survey for Tyco Laboratories Inc." dated November 20, 2002, as revised, Scale:1"=200' by Millette, Sprague & Colwell, Inc., recorded in the Rockingham County Registry of Deeds as Plan #D-30606 (the "Plan"). The Plan also shows the 7 Holland Parcel, the 3 Holland Parcel, and the Remaining Land. The Access Road may be extended to provide access to the Remaining Land owned by the Remaining Land Owner, provided that such extension shall not unreasonably interfere with the rights of the 7 Holland Owner and the 3 Holland Owner in the Access Road or utilities therein.
3. Access Easement. Each of the 7 Holland Owner and the 3 Holland Owner, together with the Remaining Land Owner and their respective successors and assigns, shall have, as appurtenant to, respectively, the 7 Holland Parcel, the 3 Holland Parcel, and the Remaining Land, a non-exclusive access easement over the Access Road.
4. Utility Easement. Each of the 7 Holland Owner and the 3 Holland Owner, together with the Remaining Land Owner and their respective successors and assigns, shall have as appurtenant to, respectively, the 7 Holland Parcel, the 3 Holland Parcel, and the Remaining Land, a non-exclusive easement to use the utilities installed, currently and in the future, in and under the Access Road.
5. Obligations to Maintain Road and Plow Snow. The 7 Holland Owner, together with its successors and assigns, shall have the obligation to operate and maintain the Access Road in good order and repair. Maintenance shall include, without limitation, sweeping, repairing cracks and potholes, patching and repaving the Access Road as needed, in the reasonable judgment of the 7 Holland Owner, to keep it in a manner consistent with other first class parks in southeastern New Hampshire. The 7 Holland Owner, together with its successors and assigns, shall contract for plowing of snow from the Access Road.
6. Obligation to Maintain Landscaping. The 7 Holland Owner, together with its designated successors and assigns, shall have the obligation to maintain and replace as needed the landscaping, park signage and lighting in the vicinity of the entrance to Exeter Corporate Park to keep it in a manner consistent with other first class parks in southeastern New Hampshire, as determined in the reasonable judgment of the 7 Holland Owner.
7. Reimbursement of Park Common Charges. Each of the 7 Holland Owner and the 3 Holland Owner, together with the Remaining Land Owner and their respective successors and assigns, shall pay its "Proportionate Share" (hereafter defined) of all fees, charges, costs and expenses to operate, maintain and remove snow from the Access Road and to maintain and replace as needed the landscaping, park signage and lighting in the vicinity of the entrance to Exeter Corporate Park (collectively, "Park Common Charges"). The 7 Holland Owner shall cause the Park Common Charges to be billed separately from its other expenses incurred in operating the 7 Holland Parcel. As of the date hereof, it is agreed that the Proportionate Shares are as follows:

7 Holland Way: 66.67%

3 Holland Way: 33.33%

In the event that Exeter Corporate Park is expanded to include additional lots other the 7 Holland Parcel and the 3 Holland Parcel, then, upon completion of construction of additional building(s) (as evidenced by the issuance of a certificate of occupancy) on a portion of the Remaining Land, the Proportionate Shares shall be determined on a lot-by-lot basis (including only developed lots) based on building square footage, as set forth in the local tax assessor's office. Each lot's Proportionate Share shall be a fraction, the numerator of which is the building square footage constructed on that lot and the denominator of which is the total building square footage constructed within Exeter Corporate Park. Each party shall pay its Proportionate Share within thirty (30) days of receipt of an invoice therefor. At the option of the 7 Holland Owner, the parties shall make such payments on account of Park Common Charges to the 7 Holland Owner, on a monthly basis, in amounts reasonably estimated by the 7 Holland Owner, with a reconciliation of actual versus estimated Park Common Charges to occur within ninety (90) days following the close of the calendar year. Upon request of a party hereto, the 7 Holland Owner shall supply a requesting party with reasonable documentation to support the Park Common Charges or allow the requesting party reasonable access to the 7 Holland Owner's records relating to such Park Common Charges. Notwithstanding the foregoing, in the event that the Access Road is extended to provide access to the Remaining Land, because the 7 Holland Owner and the 3 Holland Owner will not use such extension of the Access Road, then the Proportionate Shares for costs and expenses of maintaining and plowing the Access Road shall be adjusted accordingly. The Park Common Charges relating to the extended portion of the Access Road shall be borne by the Remaining Land Owner or its successors and assigns, and not by the 7 Holland Owner or the 3 Holland owner.

8. Liens; Default Interest; Costs of Collection. If any party hereto fails to timely pay its share of Park Common Charges, then the 7 Holland Owner shall have the right to record with the Rockingham County Registry of Deeds a notice of lien for the outstanding amount, together with interest at the annual rate of twelve percent (12%) per annum. In such event, the defaulting party shall be responsible for all reasonable costs of collection incurred by the 7 Holland Owner or its designated representative.

9. Reserved Rights. The Remaining Land Owner reserves to itself, or its designated successor or assign, the exclusive right to allow additional or replacement utilities to be installed under the Access Road. Any excavation and installation shall of utilities not cause any material interference with the existing rights of the other parties hereto, and promptly after such installation is complete, the roadway surface shall be restored as nearly as is practical to its former condition. The Remaining Land Owner reserves to itself or its designated successor or assign, the exclusive right to otherwise modify the Access Road, underlying utilities and adjacent landscaping, provided that it shall not cause any material interference with the existing rights of the other parties hereto.

10. Self Help Right and Designated Successor to Remaining Land Owner. In the event that, in the reasonable judgment of the Remaining Land Owner, the 7 Holland Owner does not maintain the Park Common Facilities in a timely manner as required herein, then in order to preserve the value of the Remaining Land, the Remaining Land Owner may notify in writing the 7 Holland Owner and any other parties hereto (or their successors and assigns) that it is taking over the maintenance obligations described in Sections 5 and 6 above. Such written notice shall set forth in reasonable detail the nature of the failure to timely maintain. Upon giving such notice, the Remaining Land Owner shall take over the rights of reimbursement and to impose liens as set forth in Sections 7 and 8 above. In connection with further subdivision and development of its Remaining Land, if the Remaining Land Owner has more than one successor or assign, then the Remaining Land Owner shall designate one successor lot owner, which may continue to be the Remaining Land Owner, to carry out the operation and maintenance obligations set forth herein. Such designation shall be in writing and shall be recorded with the Rockingham County Registry of Deeds.

11. Rights and Obligations Run with the Land. The rights and easements set forth herein are perpetual, are intended to run with the land and to benefit and burden the respective parcels as set forth above.

12. Estoppel Certificate. Upon not less than fifteen (15) days prior written request by any party hereto, the Remaining Land Owner (or its designated successor) shall execute and deliver to the requesting party a written statement stating that the requesting party is not in default under this Agreement or, if such party is in default, specifying the nature of the default in reasonable detail. Such written statement may be relied upon by any prospective purchaser or lender.

13. Notices. All notices under this Agreement are to be in writing and shall be sent via nationally recognized private overnight delivery service to the addresses set forth below. Any notice sent as provided in this paragraph shall be deemed delivered on the earlier of:

- (i) the date received; or
- (ii) the date of delivery, refusal or non-delivery as indicated on the return

receipt.

Notices shall be sent to the following addresses, or as specified by written notice from a successor owner:

7 Holland Way, LLC
 c/o Saxe Investments Inc.
 49 Highland Circle
 Wayland, MA 01778.

Exeter Corporate Park, LLC
 c/o Saxe Investments Inc.
 49 Highland Circle

Wayland, MA 01778

Exeter Corporate Park Development, LLC
c/o Saxe Investments Inc.
49 Highland Circle
Wayland, MA 01778

14. Right to Delegate. Any party hereto who has the maintenance obligations and reimbursement rights described in this Agreement may delegate such obligations and rights to a professional property manager with experience in the operation of suburban office parks. In such event, the reasonable fees of such property manager in carrying out the obligations herein shall be included in the definition of "Park Common Charges".

15. Amendment; Miscellaneous. This Agreement may be amended only by instrument executed by all of the owners of the parcels described in the Recitals section of this Agreement. Captions used herein are for convenience only and are not intended to be used in determining the intent of the parties. This Agreement shall be governed by the laws of the State of New Hampshire.

This Agreement is executed under seal as of the date set forth above.

7 HOLLAND WAY, LLC

By: Saxe Investments, Inc., its Managing
Member

By: Willi St

EXETER CORPORATE PARK, LLC

By: Saxe Investments, Inc., its Managing
Member

By: Willi St

EXETER CORPORATE PARK
DEVELOPMENT, LLC

By: Saxe Investments, Inc., its Managing
Member

By: Willi St

STATE OF Massachusetts
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me on October 24th, 2007
2007 by William Steinberg, duly authorized President of Saxe Investments, Inc., a
Massachusetts corporation, on behalf of such corporation in its capacity as the duly
authorized Manager of 7 Holland Way, LLC, a Delaware limited liability company, on
behalf of such limited liability company.

Susan E. Hickey
_____, Notary Public
(Notarial Seal)

My commission expires : 8/22/14

STATE OF Massachusetts
COUNTY OF Middlesex



SUSAN E HICKEY
Notary Public
Commonwealth of Massachusetts
My Commission Exp. 8/22/2014

The foregoing instrument was acknowledged before me on October 24th, 2007
2007 by William Steinberg, duly authorized President of Saxe Investments, Inc., a
Massachusetts corporation, on behalf of such corporation in its capacity as the duly
authorized Manager of Exeter Corporate Park, LLC, a Delaware limited liability
company, on behalf of such limited liability company.

Susan E. Hickey
_____, Notary Public
(Notarial Seal)

My commission expires : 8/22/14

STATE OF Massachusetts
COUNTY OF Middlesex



SUSAN E HICKEY
Notary Public
Commonwealth of Massachusetts
My Commission Exp. 8/22/2014

The foregoing instrument was acknowledged before me on October 24th, 2007
2007 by William Steinberg, duly authorized President of Saxe Investments, Inc., a
Massachusetts corporation, on behalf of such corporation in its capacity as the duly
authorized Manager of Exeter Corporate Park Development, LLC, a Delaware limited
liability company, on behalf of such limited liability company.

Susan E. Hickey
_____, Notary Public
(Notarial Seal)

My commission expires : 8/22/14



SUSAN E HICKEY
Notary Public
Commonwealth of Massachusetts
My Commission Exp. 8/22/2014