

ENVIRONMENTAL INDEMNIFICATION AGREEMENT

THIS ENVIRONMENTAL INDEMNIFICATION AGREEMENT (this "Agreement") is made as of the ____ day of _____, by JOINT VENTURE LLC, a Massachusetts limited liability company having an address c/o Risky Enterprises, Inc., 100 Easy Street, Boston, Massachusetts 02116 (the "Borrower"), and DAVID MONEYBAGS, an individual resident of Massachusetts (the "Guarantor"), to ANY BANK, a national bank having an address of 1000 State Street, Boston, Massachusetts 02109 (the "Bank"). The Borrower and the Guarantor shall be collectively referred to hereinafter as the "Indemnitors".

WHEREAS, the Bank has agreed to establish a line of credit in favor of the Borrower (the "Loan") pursuant to (a) that certain Revolving Credit Agreement of even date herewith entered into by and between the Bank and the Borrower (together with all amendments, modifications, extensions and replacements thereof, the "Loan Agreement") and (b) that certain Promissory Note of even date herewith from the Borrower as maker, to the Bank as payee, in the maximum principal amount of Sixty Million Dollars (\$60,000,000.00) (together with all amendments, modifications, extensions and replacements thereof, the "Note"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Indemnitors agrees as follows:

1. Each of the Indemnitors represents and warrants to the Bank that, to the best of its knowledge and belief after due inquiry, (a) except as disclosed in the environmental reports listed on Exhibit A attached hereto (collectively the "Site Reports"), the Property does not contain any Hazardous Materials except those that are permissible under applicable law, (b) none of the Indemnitors has ever unlawfully generated, stored, or disposed of any Hazardous Materials on the Property or unlawfully transported any Hazardous Materials to or from the Property, and (c) except as disclosed in the Site Reports the Indemnitors are not aware of the unlawful generation, storage, disposal, or transportation of any Hazardous Materials on or to or from the Property by anyone else. For the purposes of this Agreement, "Hazardous Materials" means and includes asbestos, flammable materials, explosives, radioactive or nuclear substances, polychlorinated biphenyls, other carcinogens, oil and other petroleum products, pollutants or contaminants that are a detriment to the environment, and any other hazardous or toxic materials, wastes, or substances which are defined, determined or identified as such in any past (which have current effect), present or future federal, state or local laws, by-laws, rules, codes, regulations or ordinances, or any judicial or administrative interpretation thereof.

2. Each of the Indemnitors covenants and agrees (a) not to unlawfully generate, store or dispose of any Hazardous Materials on the Property, (b) not to unlawfully transport any Hazardous Materials to or from the Property and (c) not to grant permission to anyone else to do so.

3. Each of the Indemnitors shall take all action, including, without limitation, the conducting of engineering tests (at the sole expense of the Indemnitors), reasonably requested by the Bank, (a) to confirm that except as disclosed in the Site Reports, no Hazardous Materials are

or ever were released on the Property except in accordance with applicable laws and regulations; and (b) to assess and, to the extent required by law, contain, remediate and remove any such Hazardous Materials on or from the Property.

4. Each of the Indemnitors shall provide to the Bank prompt notice upon the occurrence of any one of the following events: (a) the Indemnitors obtaining knowledge of any potential or known release, or threat of release, of any Hazardous Materials on (whether from the Property or from another property in the vicinity of the Property) or from the Property, or any other site or vessel owned, occupied, or operated by the Borrower or by any person for whose conduct the Borrower is responsible or whose liability may result in a lien on the Property; (b) the Indemnitors' receipt of any written notice to such effect from any federal, state, or other governmental authority; and (c) the Indemnitors obtaining knowledge of the incurrence of any expense or loss by such governmental authority in connection with the assessment, containment, or removal of any Hazardous Materials for which expense or loss the Indemnitors may be liable or for which expense a lien may be imposed on the Property, in each case under applicable law.

5. The Indemnitors shall comply with all federal, state and local statutes, laws, judgments, decrees, orders, rules, regulations and ordinances pertaining to environmental matters relating to the use, storage, containment, and removal of Hazardous Materials on, from or about the Property.

6. The Indemnitors shall jointly and severally indemnify and hold the Bank harmless from and against any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, incurred by the Bank as a result of:

(a) any discharge of Hazardous Materials, the threat of a release or discharge of any Hazardous Materials, or the presence of any Hazardous Materials at, upon, under, or within the Property, by reason of occurrences at, upon, under or within the Property, or any contiguous or adjacent real estate, whether or not the same originates or emanates from the Property, or such contiguous or adjacent real estate;

(b) any discharge of Hazardous Materials, the threat of a release or discharge of any Hazardous Materials, or the presence of any Hazardous Materials at, upon, under or within any other site or vessel in Massachusetts owned, operated or occupied by the Borrower, whether or not the same originates or emanates from such other site or vessel, which results in any party acquiring or asserting any rights or claims with respect to the Property, including, without limitation, rights under any lien law;

(c) any costs of removal or remedial action incurred by any federal, state or local governmental authority, any response costs incurred by any other person, and damages to, destruction of, or loss of natural resources including, without limitation, costs of assessing such injury, destruction or loss incurred pursuant to all applicable federal or state laws or regulations respecting Hazardous Materials, in all events only if resulting in whole or in part from Hazardous Materials at, upon, under or within the Property, or with respect to Hazardous Materials for which the Borrower, or its agents or employees, is responsible;

(d) additional costs required to take necessary and reasonable precautions to protect against the release of Hazardous Materials at, upon, under or within the Property into the air, any body of water, any other public domain or any surrounding areas;

(e) reasonable costs incurred to comply, in connection with all or any portion of the Property or any surrounding areas, with all applicable federal or state laws or regulations respecting Hazardous Materials, at, upon, under, or within the Property or, any contiguous or adjacent real estate by reason of occurrences at, upon, under or within the Property, or any other site or vessel in Massachusetts owned, occupied or operated by the Borrower, within the jurisdiction of any federal, state or local governmental agency or authority, including reasonable costs related to nonperformance or delayed performance and completion of Corrective Work (as defined below);

(f) liability for personal injury or damage arising under any statutory or common law theory, including, without limitation, damages for the maintenance of a public or private nuisance or for the carrying on of an abnormally dangerous activity or operation on, at, under or within the Property, to the extent the same results from Hazardous Materials at, upon, under or within the Property; and

(g) any defense of any of the foregoing, any breach of any representation or covenant contained in this Agreement, the enforcement of the terms of this Agreement and the assertion by the Borrower of any defense to its obligations hereunder (except a successful defense not subject to further appeal or with respect to which no appeal is taken);

whether any of such matters arise before, during or after foreclosure of the Mortgage or other taking of title to all or any portion of the Property, or other enforcement of the remedies and rights under any other document relating to the Loan, except to the extent caused by the negligence of the Bank (all removal work referred to in clause (c) above, all work and other actions to take precautions against any release referred to in clause (d) above, and all work and other actions performed in order to comply with applicable federal and state laws and regulations respecting Hazardous Materials or addressing other environmental matters referred to in clause (e) above shall be herein collectively referred to as "Corrective Work").

Notwithstanding anything to the contrary contained herein, the Indemnitors shall have no liability hereunder with respect to any Hazardous Materials that first affect the Property or any areas adjacent to the Property after (a) the discharge of the Mortgage or (b) the transfer of the Property by the Bank or an affiliate of the Bank to a third party following (i) foreclosure of the Mortgage or (ii) the acceptance by the Bank of a deed in lieu of foreclosure of the Mortgage, except to the extent that the presence of such Hazardous Materials is caused by any Indemnitor or person or entity under the control of any Indemnitor.

7. This Agreement shall be binding upon the Indemnitors and the Indemnitors' successors and assigns and shall inure to the benefit of the Bank and its successors and assigns.

8. Without derogating from the provisions of Section 6 above, this Agreement and all obligations and liabilities of the Indemnitors hereunder, shall terminate three (3) years after the earlier to occur of (a) the termination, release, or discharge of the Mortgage, (b) foreclosure of the Mortgage and (c) acceptance by the Bank of a deed in lieu of foreclosure of the Mortgage,

except with respect to any claims previously brought by the Bank against the Indemnitors hereunder.

9. No amendment, modification, termination or cancellation of this Agreement shall be effective unless in writing and signed by the Bank and the Indemnitors.

10. Except as provided in the Guaranty or as otherwise expressly provided herein, no member, manager or officer of the Borrower and no direct or indirect member, manager, trustee, beneficiary, officer, director or shareholder of any member of the Borrower shall have any personal liability hereunder. Nothing contained in this Section 10 shall limit the right of the Bank to obtain injunctive relief or pursue other equitable remedies hereunder or under any other agreement relating to the Loan.

11. Each notice, demand, election or request provided for or permitted to be given pursuant to this Agreement (hereinafter in this Section 11 referred to as "Notice") must be in writing and shall be deemed to have been properly given or served by personal delivery or by sending same by overnight courier or by depositing same in the United States Mail, postpaid and registered or certified, return receipt requested, and addressed as follows:

If to the Bank:

Any Bank
1000 State Street
Boston, Massachusetts 02109
Attn: Happy Lender, Senior Vice President

with a copy to:

If to the Indemnitors:

Joint Venture LLC
100 Easy Street
Boston, Massachusetts 02116

David Moneybags
c/o Risky Enterprises, Inc.
100 Easy Street
Boston, Massachusetts 02116

with a copy to:

Each Notice shall be effective upon being personally delivered or upon being sent by overnight courier or upon being deposited in the United States Mail as aforesaid. The time period in which a response to such Notice must be given or any action taken with respect thereto (if any), however, shall commence to run from the date of receipt if personally delivered or sent by overnight courier, or if so deposited in the United States Mail, the earlier of three (3) Business Days following such deposit or the date of receipt as disclosed on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address for which no Notice was given shall be deemed to be receipt of the Notice sent. By giving at least ten (10) days prior Notice thereof, the Indemnitors or the Bank shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

12. Notwithstanding anything to the contrary contained herein, with respect to any environmental liability insurance policy obtained by the Borrower that has been approved by the Bank (the "Insurance Policy"), the fact that the Insurance Policy may be available to cover certain costs or expenses indemnified hereunder (hereinafter, the "Indemnified Costs") shall not defer, limit or otherwise affect the obligations of the Indemnitors under this Agreement; provided, however, that to the extent any such Indemnified Costs are within the claims insured under the Insurance Policy, the Bank agrees to use commercially reasonable efforts to collect first any such Indemnified Costs under the Insurance Policy; provided, further, that the Bank shall have the right to enforce the obligations of the Indemnitors under this Agreement for any such Indemnified Costs only upon the earlier to occur of: (1) the reasonable determination by the Bank that such Indemnified Costs are not included within the claims insured under the Insurance Policy, (2) the expiration of one hundred thirty-five (135) days after the Bank has made a claim under the Insurance Policy for the payment of such Indemnified Costs, without the payment thereof by the insurer, and (3) the filing by any Indemnitor of any bankruptcy, insolvency, or similar proceeding. Notwithstanding the provisions of the previous sentence, the Bank shall have the right at any time to enforce the obligations of the Indemnitors under this Agreement for any such Indemnified Costs: (1) which comprise all or any portion of any deductible or retained amount under the Insurance Policy, (2) if the insurer under the Insurance Policy has refused the defense of any claim or the coverage as to any such Indemnified Costs after the Bank has made claim upon the insurer under the Insurance Policy, or (3) which are in or for amounts which exceed the proceeds of the Insurance Policy likely to be available to cover such Indemnified Costs after deducting the estimated cost of defending such claim. To the extent the Bank has been indemnified in full in accordance with the terms and provisions of this Agreement, the Bank shall assign its interest as an insured party under the Insurance Policy to the Indemnitors.

13. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

(signatures follow on next page)

Executed as a sealed instrument as of the date first written above.

JOINT VENTURE LLC

By: _____
David Moneybags, Manager

David Moneybags, Individually

EXHIBIT A

(Environmental Reports)

Phase I Environmental Report, File No. XXXXXX, dated April 31, 2018 prepared by Fly By Night Environmental Consultants.