

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 27, 2025

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**Foghorn Therapeutics Inc.**  
(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of incorporation)

**001-39634**  
(Commission  
File Number)

**47-5271393**  
(IRS Employer Identification No.)

**500 Technology Square, Ste 700**  
**Cambridge, MA**  
(Address of principal executive offices)

**02139**  
(Zip Code)

(Registrant's telephone number, including area code): (617) 586-3100

**Not Applicable**  
(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	FHTX	The Nasdaq Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01 Entry into a Material Definitive Agreement.**

On June 27, 2025, Foghorn Therapeutics Inc. (the “Company”) entered into a lease agreement (the “Lease”) with ARE-MA Region No. 77, LLC (the “Landlord”) for the lease of 72,846 square feet of space located at 99 Coolidge Avenue, Watertown, MA 02472, (the “Premises”) for the Company’s principal executive offices and for research, development, manufacturing, and related uses. The commencement date of the Lease is July 16, 2025. Base rent accrues nine and one-half (9½) months after the earlier of (i) the date the Landlord delivers the entire Premises to the Company and (ii) the date the Landlord could have delivered the entire Premises but for delays caused by the Company (the “Rent Commencement Date”), which is anticipated to be October 1, 2026. The Lease will expire 108 months from the first day of the first full month of the Rent Commencement Date, unless terminated earlier (the “Initial Term”).

The annual base rent under the Lease will initially be abated to \$3.9 million based on 45,000 rentable square feet for the first year following the Rent Commencement Date and approximately \$5.2 million for the following year based on 60,000 rentable square feet. Thereafter, the rent will be approximately \$6.3 million and, starting on October 1, 2027, will be subject to a 3% annual increase for each remaining year of the Initial Term. The Company will also be responsible for a pro rata share of the payment of additional rent to cover the Company’s share of the annual operating and tax expenses for the Premises, with the Company’s share estimated to be approximately 22.71%. The Company holds two (2) successive options to extend the term for additional periods of five (5) years each, exercisable by written notice delivered not less than twelve (12) months and not more than eighteen (18) months prior to the expiration of the then-current term and subject to customary conditions, including that no default then exists.

The foregoing description of the Lease does not purport to be complete and is qualified in its entirety by reference to the full text of the Lease, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

**Item 1.02 Termination of a Material Definitive Agreement.**

On June 27, 2025, the Company entered into an Agreement for Termination of Lease and Voluntary Surrender of Premises (the “Lease Termination Agreement”) with ARE-Tech Square, LLC (the “Prior Landlord”) to terminate that certain lease agreement, dated as of October 23, 2019, as amended, (the “Prior Lease”) for approximately 81,441 rentable square feet at 500 Technology Square, Cambridge, Massachusetts (the “Prior Premises”). The Lease Termination Agreement provides for the early termination of the Prior Lease, which was originally scheduled to expire on September 30, 2028. Under the Lease Termination Agreement, the Company is required to pay all rent and other amounts due under the Prior Lease through the applicable termination date.

The foregoing description of the Lease Termination Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Lease Termination Agreement, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

Exhibit No.	Description
<a href="#">10.1</a>	<a href="#">Lease Agreement, by and between Foghorn Therapeutics Inc. and ARE-MA Region No. 77, LLC, dated June 27, 2025</a>
<a href="#">10.2</a>	<a href="#">Lease Termination Agreement and Voluntary Surrender of Premises, by and between Foghorn Therapeutics Inc. and ARE-Tech Square, LLC, dated June 27, 2025</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)



**LEASE AGREEMENT**

THIS LEASE AGREEMENT (this "**Lease**") is made this 27th day of June, 2025 (the "**Effective Date**"), between **ARE-MA REGION NO. 77, LLC**, a Delaware limited liability company ("**Landlord**"), and **FOGHORN THERAPEUTICS INC.**, a Delaware corporation ("**Tenant**").

**BASIC LEASE PROVISIONS**

**Building:** 99 Coolidge Avenue, Watertown, Massachusetts

**Premises:** That portion of the Building containing 72,846 rentable square feet, consisting of (i) approximately 70,868 rentable square feet on the fifth floor commonly known as Suite 500, (ii) approximately 483 rentable square feet of chemical storage on the first floor commonly known as Suite 500S, and (iii) approximately 1,495 rentable square feet in the penthouse commonly known as Suite PH-06 and PH-M1, as shown on **Exhibit A**.

**Project:** The real property on which the Building in which the Premises are located, together with all improvements thereon and appurtenances thereto as described on **Exhibit B**.

**Base Rent:** Initially, \$87.00 per rentable square foot of the Premises per year, subject to adjustment pursuant to Section 4 hereof.

**Rentable Area of Premises:** 72,846 sq. ft.

**Rentable Area of Building:** 320,809 sq. ft.

**Tenant's Share of Operating Expenses:** 22.71%

**Security Deposit Amount:** \$2,000,000.00

**Commencement Date:** July 16, 2025

**Target Landlord Work Completion Date:** December 15, 2025

**Rent Adjustment Percentage:** 3%

**Base Term:** Beginning on the Landlord Work Completion Date and ending 108 months from the first day of the first full month following the Rent Commencement Date. For clarity, if the Rent Commencement Date occurs on the first day of a month, the expiration of the Base Term shall be measured from that date. If the Rent Commencement Date occurs on a day other than the first day of a month, the expiration of the Base Term shall be measured from the first day of the following month.

**Permitted Use:** Research, development and manufacturing laboratory, pilot manufacturing, related office and other related uses consistent with the character of the Project and otherwise in compliance with the provisions of Section 7 hereof.

**Address for Rent Payment:**  
Regular Mail:  
PO Box 975383  
Dallas, TX 75397-5383

**Landlord's Notice Address:**  
26 North Euclid Avenue  
Pasadena, CA 91101  
Attention: Corporate Secretary

Overnight Courier:  
JP Morgan Chase (TX1-0029)  
Attn: Alexandria Real Estate Equities & 975383  
14800 Frye Road, 2<sup>nd</sup> Floor  
Fort Worth, TX 76155

**Tenant's Notice Address**  
**Prior to Landlord Work Completion Date:**  
500 Technology Square, 9<sup>th</sup> Floor  
Cambridge, MA 02139  
Attention: Lease Administrator

**Tenant's Notice Address**  
**After Landlord Work Completion Date (or earlier delivery of Office Premises):**  
99 Coolidge Avenue, Suite 500  
Watertown, MA 02472  
Attention: Lease Administrator

The following Exhibits and Addenda are attached hereto and incorporated herein by this reference:

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|---|--|
| <input checked="" type="checkbox"/> <b>EXHIBIT A</b> - PREMISES DESCRIPTION   | <input checked="" type="checkbox"/> <b>EXHIBIT A-1</b> – OFFICE PREMISES     |
| <input checked="" type="checkbox"/> <b>EXHIBIT B</b> - DESCRIPTION OF PROJECT | <input checked="" type="checkbox"/> <b>EXHIBIT C</b> - WORK LETTER           |
| <input checked="" type="checkbox"/> <b>EXHIBIT D</b> - COMMENCEMENT DATE      | <input checked="" type="checkbox"/> <b>EXHIBIT E</b> - RULES AND REGULATIONS |
| <input checked="" type="checkbox"/> <b>EXHIBIT F</b> - TENANT'S PERS PROPERTY | <input checked="" type="checkbox"/> <b>EXHIBIT G</b> - OPEX EXCLUSIONS       |
| <input checked="" type="checkbox"/> <b>EXHIBIT H</b> - LANDLORD'S FF&E        |  |

1. **Lease of Premises.** Upon and subject to all of the terms and conditions hereof, Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord. The portions of the Project that are for the non-exclusive use of tenants of the Project are collectively referred to herein as the **"Common Areas."** Subject to the terms and conditions of this Lease, Tenant shall have the appurtenant right to use the Common Areas along with others having the right thereto. The Common Areas shall include, without limitation, any common amenities now or hereafter located in, on or otherwise serving the Project, if any, as may exist from time to time, as determined by Landlord in Landlord's sole and absolute discretion (each, a **"Project Amenity"** and collectively, the **"Project Amenities"**). Landlord reserves the right to modify the Common Areas, provided that such modifications do not materially adversely affect Tenant's use of or access to the Premises for the Permitted Use. From and after the Landlord Work Completion Date (as defined in Section 2 below) through the expiration of the Term (as defined in Section 2 below), Tenant shall have access to the Building, the Premises and the parking areas serving the Project, 24 hours a day, 7 days a week, 365 days a year, except in the case of emergencies, as the result of Legal Requirements, the performance by Landlord of any installation, maintenance or repairs, or any other temporary interruptions, and otherwise subject to the terms of this Lease.

2. **Landlord Work Completion Date; Acceptance of Premises; Commencement Date.** The **"Commencement Date"** will occur on July 16, 2025. Tenant acknowledges that the Commencement Date of the Lease will occur prior to the date that Landlord Delivers the Premises to Tenant. Landlord shall use reasonable efforts to deliver the entire Premises to Tenant on or before the Target Landlord Work Completion Date with Landlord's Work Substantially Completed and furnished with Landlord's FF&E (as defined below) (**"Delivery"** or **"Deliver"**). If Landlord fails to timely Deliver the Premises, Landlord shall not be liable to Tenant for any loss or damage resulting therefrom, and this Lease shall not be void or voidable except as provided herein. If Landlord does not Deliver the entire Premises to Tenant on or before December 31, 2026 (the **"Outside Termination Date"**)(which date shall not be subject to extension by Force Majeure (as defined in Section 34)), this Lease may be terminated by Tenant by written notice to Landlord (**"Tenant's Termination Option"**), and if so terminated by Tenant: (a) the Security Deposit, or any balance thereof (i.e., after deducting therefrom all amounts to which Landlord is entitled under the provisions of this Lease), shall be returned to Tenant, and (b) neither Landlord nor Tenant shall have any further rights, duties or obligations under this Lease, except with respect to provisions which expressly survive termination of this Lease. If Tenant does not elect to void this Lease by January 15, 2027, such right to void this Lease pursuant to this Section 2 shall be waived and this Lease shall remain in full force and effect.

If Landlord fails to timely Deliver the entire Premises to Tenant by the Target Landlord Work Completion Date (as such date may be extended by Tenant Delays and Force Majeure delays, the “**Initial Abatement Date**”), then the Base Rent Abatement Period (as defined in the following paragraph) shall be extended 1 day for each day following the Initial Abatement Date through the date that is 7 days after the Initial Abatement Date. If Landlord fails to timely Deliver the entire Premises to Tenant by the date that is 8 days after the Initial Abatement Date (as such date may be extended by Tenant Delays and Force Majeure delays, the “**Second Abatement Date**”), then the Base Rent Abatement Period shall be extended 2 days for each day following the Second Abatement Date through the date that is 30 days after the Second Abatement Date. If Landlord fails to Deliver the entire Premises to Tenant by the date that is 31 days after the Second Abatement Date (as such date may be extended by Tenant Delays and Force Majeure delays, the “**Third Abatement Date**”), then the Base Rent Abatement Period shall be extended for 3 days for each day thereafter until Landlord Delivers the entire Premises to Tenant. For example, if the Landlord Work Completion Date occurs on January 25, 2026 (i.e. 2 days after the Third Abatement Date), then the Rent Commencement Date will occur on December 13, 2026 (being 9 ½ months + 7 days of Base Rent abatement for the period after the Initial Abatement Date + 60 days [30 days times 2] of Base Rent abatement for the period after the Second Abatement Date + 6 days [2 days times 3] of Base Rent abatement for the period after the Third Abatement Date). As used herein, the terms “**Landlord’s Work**,” “**Tenant Delays**” and “**Substantially Completed**” shall have the meanings set forth for such terms in the Work Letter.

The “**Landlord Work Completion Date**” shall be the earlier of: (i) the date Landlord Delivers the entire Premises to Tenant; and (ii) the date Landlord could have Delivered the entire Premises but for Tenant Delays (provided that such date shall not be earlier than the Target Landlord Work Completion Date). The “**Rent Commencement Date**” shall be 9½ months after the Landlord Work Completion Date (for example, if the Landlord Work Completion Date occurs on December 15, 2025, the Rent Commencement Date shall occur on October 1, 2026, subject to extension pursuant to the immediately preceding paragraph). The period commencing on the Landlord Work Completion Date through the day immediately preceding the Rent Commencement Date may be referred to herein as the “**Base Rent Abatement Period**”. Upon request of Landlord, Tenant shall execute and deliver a written acknowledgment of the Commencement Date, the Landlord Work Completion Date, the Rent Commencement Date and the expiration date of the Term when such are established in the form of the “Acknowledgement of Landlord Work Completion Date” attached to this Lease as **Exhibit D**; provided, however, Tenant’s failure to execute and deliver such acknowledgment shall not affect Landlord’s rights hereunder. The “**Term**” of this Lease shall be the Base Term, as defined in the Basic Lease Provisions and any Extension Terms which Tenant may exercise pursuant to Section 39 of this Lease.

Notwithstanding anything to the contrary contained herein, in the event that Landlord’s Work is not Substantially Completed by the Target Landlord Work Completion Date, then Landlord shall deliver to Tenant for Tenant’s use and occupancy on December 15, 2025 the office area portion of the Premises described on **Exhibit A-1** (the “**Office Premises**”) and any laboratory portions of the Premises in which Landlord is not constructing Landlord’s Work and which Tenant elects to delivery of (together with the Office Premises, the “**Early Occupancy Space**”). For clarity, Tenant’s occupancy of the Early Occupancy Space prior to the Landlord Work Completion Date shall be subject to all of the terms and conditions of this Lease, other than the obligation to pay Base Rent and Operating Expenses. Tenant acknowledges and agrees that if Landlord delivers the Early Occupancy Space to Tenant prior to the Landlord Work Completion Date, Landlord will still require access to the remainder of the Premises in order to complete Landlord’s Work and there will continue to be construction noise, vibrations and dust associated with Landlord’s Work in the balance of the Premises, and Tenant shall cooperate with Landlord in connection with the same. Tenant acknowledges that Landlord’s performance of Landlord’s Work may adversely affect Tenant’s use and occupancy of the Early Occupancy Space. Landlord shall use reasonable efforts to minimize interference with Tenant’s operations in the Early Occupancy Space in connection with the performance of Landlord’s Work in the balance of the Premises. Tenant waives all claims for rent abatement (other than the rent abatement expressly provided in this Lease) against Landlord in connection with Landlord’s Work during any period of Tenant’s use and occupancy of the Early Occupancy Space prior to Landlord’s Work Substantial Completion.

During the Term, Tenant shall have the right to use the casework located in the Premises and the other furniture, fixtures and equipment set forth on **Exhibit H** attached hereto (collectively, "**Landlord's FF&E**"), at no additional cost to Tenant; provided, however, that Tenant shall have the right within 30 days after the Landlord Work Completion Date to provide Landlord with a written list notifying Landlord of any Landlord's FF&E that Tenant does not want to use, and Landlord shall remove such items within 30 days at Landlord's expense. Once removed, Landlord and Tenant shall amend the Lease to replace **Exhibit H** with a final list of Landlord's FF&E. Tenant shall have no right to remove any of Landlord's FF&E from the Premises at any time during the Term. Landlord's FF&E shall be returned to Landlord at the expiration or earlier termination of the Term in substantially the same condition as received by Tenant, except for ordinary wear and tear and casualty.

Except as otherwise set forth in the Work Letter (including, without limitation, Landlord's obligations under Section 3(e)) or in this Lease including in the case of delivery of the Early Occupancy Space, to Tenant's Termination Option in the event that Landlord has not delivered the entire Premises by the Outside Termination Date: (i) Tenant shall accept the Premises in their condition as of the Landlord Work Completion Date; (ii) Landlord shall have no obligation for any defects in the Premises; and (iii) Tenant's taking possession any portion of the Premises shall be conclusive evidence that Tenant accepts such portion of the Premises.

Landlord shall, at its sole cost and expense (which shall not constitute an Operating Expense), be responsible for any repairs that are required to be made to the Building Systems (as defined in Section 13) serving the Premises of which Tenant notifies Landlord in writing within 60 calendar days after the Landlord Work Completion Date, unless Tenant or any Tenant Party was responsible for the cause of such repair, in which case Tenant shall pay the cost.

Tenant agrees and acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of all or any portion of the Premises or the Project, and/or the suitability of the Premises or the Project for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises or the Project are suitable for the Permitted Use. This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof and supersedes any and all prior representations, inducements, promises, agreements, understandings and negotiations that are not contained herein.

### 3. Rent.

(a) **Base Rent.** Tenant shall pay to Landlord in advance, without demand, abatement, deduction or set-off, equal monthly installments of Base Rent on or before the first day of each calendar month during the Term hereof after the Rent Commencement Date, in lawful currency of the United States of America, to the physical address designated by Landlord or by federally insured electronic fund transfer ("**EFT**") via wire, Society for Worldwide Interbank Financial Communications (SWIFT) or automated clearing house (ACH) pursuant to the instructions provided by Landlord to Tenant (the "**EFT Payment Instructions**"). All EFT payments made by Tenant pursuant to this Section 3(a) must include a reference to ARE-MA Region No. 77, LLC as well as the address of the Building (i.e., 99 Coolidge Avenue, Watertown, MA). Payments of Base Rent for any fractional calendar month shall be prorated. Notwithstanding anything to the contrary contained herein, if the Rent Commencement Date occurs on a day other than the first day of a calendar month, then Tenant shall pay to Landlord the prorated Base Rent for such partial month on the Rent Commencement Date. The obligation of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any Rent (as defined in Section 5) due hereunder except for any abatement as may be expressly provided in this Lease.

Notwithstanding anything to the contrary contained in this Lease, so long as Tenant is not in Default under the terms of this Lease (i) for the period of time commencing on the Rent Commencement Date through the calendar day immediately preceding the first annual anniversary of the Rent Commencement Date (the "**First Partial Abatement Period**"), Tenant shall only be required to pay Base Rent for 45,000 rentable square feet of the Premises and (ii) for the period of time commencing on the first annual

anniversary of the Rent Commencement Date through the day immediately preceding the second annual anniversary of the Rent Commencement Date (the “**Second Partial Abatement Period**”), Tenant shall only be required to pay Base Rent for 60,000 rentable square feet of the Premises.

(b) **Additional Rent.** In addition to Base Rent, Tenant agrees to pay to Landlord as additional rent (“**Additional Rent**”): (i) commencing on the Rent Commencement Date, Tenant’s Share of “Operating Expenses” (as defined in Section 5), and (ii) any and all other amounts Tenant assumes or agrees to pay under the provisions of this Lease, including, without limitation, any and all other sums that may become due by reason of any default of Tenant or failure to comply with the agreements, terms, covenants and conditions of this Lease to be performed by Tenant, after any applicable notice and cure period. Tenant shall pay to Landlord any and all Additional Rent due hereunder by EFT in accordance with the EFT Payment Instructions. All EFT payments made by Tenant pursuant to this Section 3(b) must include a reference to ARE-MA Region No. 77, LLC as well as the address of the Building (i.e., 99 Coolidge Avenue, Watertown, MA).

4. **Adjustments.** Base Rent shall be increased on October 1, 2027 and on each annual anniversary thereafter (each an “**Adjustment Date**”) by multiplying the Base Rent per rentable square foot payable immediately before such Adjustment Date by the Rent Adjustment Percentage and adding the resulting amount to the Base Rent per rentable square foot payable immediately before such Adjustment Date. Base Rent, as so adjusted, shall thereafter be due as provided herein. Base Rent adjustments for any fractional calendar month shall be prorated.

5. **Operating Expense Payments.**

(a) Commencing in the calendar year during which the Rent Commencement Date occurs, Landlord shall deliver to Tenant a written estimate of Operating Expenses for each calendar year during the Term on or before the date that is 30 days prior to the first day of each calendar year (the “**Annual Estimate**”), which may be revised by Landlord from time to time during such calendar year. Commencing on the Rent Commencement Date, and continuing thereafter on the first day of each month during the Term, Tenant shall pay Landlord an amount equal to 1/12th of Tenant’s Share of the Annual Estimate. Payments for any fractional calendar month shall be prorated.

Notwithstanding anything to the contrary contained in this Lease, so long as Tenant is not in Default under the terms of this Lease (i) during the First Partial Abatement Period, Tenant shall only be required to pay Operating Expenses attributable for 45,000 rentable square feet of the Premises (i.e. Tenant’s Share of Operating Expenses shall be equal to 14.03%) and (ii) during the Second Partial Abatement Period, Tenant shall only be required to pay Operating Expenses attributable for 60,000 rentable square feet of the Premises (i.e. Tenant’s Share of Operating Expenses shall be equal to 18.70%).

(b) The term “**Operating Expenses**” means all costs and expenses of any kind or description whatsoever incurred or accrued each calendar year by Landlord in accordance with Landlord’s (and Landlord’s affiliates) regular accounting practices with respect to the Building and Project including, without duplication, (1) Taxes (as defined in Section 9), (2) insurance, (3) the cost of upgrades to the Common Areas of the Project or enhanced services provided in the Common Areas of the Project which are intended to limit the spread of Infectious Conditions (as defined in Section 26), (4) subject to the provisions of Section 40 of this Lease, the AOTC Amenities Operating Expenses (as defined in Section 40 of this Lease), (5) the cost of the Project Amenities (including, without limitation, commercially reasonable subsidies which Landlord may provide to operators of the Project Amenities including without limitation, by way of illustration, commercially reasonable reduced rent), (6) the Shuttle Service Costs (as defined in Section 41(p)), and (7) capital repairs, replacements and improvements (“**Capital Expenditures**”) amortized over the lesser of 10 years or the useful life of such Capital Expenditures, adjusted to reflect Building operations 24 hours per day, 7 days per week and 365 days per year (provided that those Operating Expenses incurred or accrued by Landlord with respect to any Capital Expenditures which are for the intended purpose of promoting sustainability (for example, without limitation, by reducing energy usage at the Project) (a “**Capital Sustainability Expenditure**”) may be amortized over a shorter period, at Landlord’s discretion, to the

extent the cost of a Capital Sustainability Expenditure is offset by a reduction in Operating Expenses), excluding only those expenses listed on **Exhibit G**.

As part of Operating Expenses, Tenant shall be required to pay the costs of Landlord's third party property manager (not to exceed 3% of Base Rent) or, if there is no third party property manager, administration rent in the amount of 3% of Base Rent.

(c) Within 90 days after the end of each calendar year (or such longer period as may be reasonably required), Landlord shall furnish to Tenant a statement (an "**Annual Statement**") showing in reasonable detail: (a) the total and Tenant's Share of actual Operating Expenses for the previous calendar year, and (b) the total of Tenant's payments in respect of Operating Expenses for such year. If Tenant's Share of actual Operating Expenses for such year exceeds Tenant's payments of Operating Expenses for such year, the excess shall be due and payable by Tenant as Rent within 30 days after delivery of such Annual Statement to Tenant. If Tenant's payments of Operating Expenses for such year exceed Tenant's Share of actual Operating Expenses for such year Landlord shall pay the excess to Tenant within 30 days after delivery of such Annual Statement, except that after the expiration, or earlier termination of the Term or if Tenant is delinquent in its obligation to pay Rent, Landlord shall pay the excess to Tenant after deducting all other amounts due Landlord. Landlord's and Tenant's obligations to pay any overpayments or deficiencies due pursuant to this paragraph shall survive the expiration or earlier termination of this Lease.

(d) The Annual Statement shall be final and binding upon Tenant unless Tenant, within 90 days after Tenant's receipt thereof, shall contest any item therein by giving written notice to Landlord, specifying each item contested and the reason therefor. If, during such 90 day period, Tenant reasonably and in good faith questions or contests the accuracy of Landlord's statement of Tenant's Share of Operating Expenses, Landlord will provide Tenant with access to Landlord's books and records (which may be provided in an electronic format or through a file sharing site to which Landlord shall give Tenant access) relating to the operation of the Project for the calendar year reflected in such Annual Statement as Landlord reasonably determines to be responsive to Tenant's questions (the "**Expense Information**"). If after Tenant's review of such Expense Information, Landlord and Tenant cannot agree upon the amount of Tenant's Share of Operating Expenses, then Tenant shall have the right to have a regionally or nationally recognized independent public accounting firm or an auditing firm selected by Tenant and approved by Landlord (which approval shall not be unreasonably withheld or delayed), working pursuant to a fee arrangement other than a contingent fee (at Tenant's sole cost and expense), audit and/or review the Expense Information for the year in question (the "**Independent Review**"). The results of any such Independent Review shall be binding on Landlord and Tenant. If the Independent Review shows that the payments actually made by Tenant with respect to Operating Expenses for the calendar year in question exceeded Tenant's Share of Operating Expenses for such calendar year, Landlord shall at Landlord's option either (i) credit the excess amount to the next succeeding installments of estimated Operating Expenses or (ii) pay the excess to Tenant within 30 days after delivery of such statement, except that after the expiration or earlier termination of this Lease or if Tenant is delinquent in its obligation to pay Rent, Landlord shall pay the excess to Tenant after deducting all other amounts due Landlord. If the Independent Review shows that Tenant's payments with respect to Operating Expenses for such calendar year were less than Tenant's Share of Operating Expenses for the calendar year, Tenant shall pay the deficiency to Landlord within 30 days after delivery of such statement. If the Independent Review shows that Tenant has overpaid with respect to Operating Expenses by more than 5% then Landlord shall reimburse Tenant for all actual, out-of-pocket costs incurred by Tenant for the Independent Review. Tenant shall not disclose any Expense Information provided or the results of any Independent Review to any third parties; provided, however, that Tenant may disclose such information to Tenant's employees, controlled subsidiaries, attorneys, consultants, accountants and lease administrators (provided that Tenant shall notify all such parties that such information is confidential), if required by Legal Requirements, or if required in connection with any dispute resolution proceeding between Landlord and Tenant.

(e) Operating Expenses for the calendar years in which Tenant's obligation to share therein begins and ends shall be prorated. Notwithstanding anything set forth herein to the contrary, Landlord may

“gross up” Operating Expenses that vary with the level of occupancy of the Building as provided in Section 5(f).

(f) **“Tenant’s Share”** shall be the percentage set forth in the Basic Lease Provisions of this Lease as Tenant’s Share of Operating Expenses as reasonably adjusted by Landlord for changes in the physical size of the Premises, Building or the Project occurring thereafter. If Landlord has a reasonable basis for doing so, for example, if the Building is not at least 95% occupied on average during any year of the Term, then Tenant’s Share of Operating Expenses for such year that vary with the level of occupancy of the Building shall be computed as though the Building had been 95% occupied on average during such year), Landlord may equitably increase Tenant’s Share for any item of expense or cost reimbursable by Tenant that relates to a repair, replacement, or service that benefits only the Premises or only a portion of the Building or Project that includes the Premises or that varies with occupancy or use. Base Rent, Tenant’s Share of Operating Expenses and all other amounts payable by Tenant to Landlord hereunder are collectively referred to herein as **“Rent.”** For the avoidance of doubt, Landlord shall not be entitled to collect Operating Expenses from the tenants of the Project in excess of 100% of the total Operating Expenses incurred or accrued by Landlord.

6. **Security Deposit.** Concurrently with Tenant’s delivery of an executed copy of this Lease to Landlord, Tenant shall deliver to Landlord a security deposit (the **“Security Deposit”**) for the performance of all of Tenant’s obligations hereunder in the Security Deposit Amount set forth in the Basic Lease Provisions, which Security Deposit shall be in the form of an unconditional and irrevocable letter of credit (the **“Letter of Credit”**): (i) in form and substance satisfactory to Landlord, (ii) naming Landlord as beneficiary, (iii) expressly allowing Landlord to draw upon it at any time from time to time by delivering to the issuer notice that Landlord is entitled to draw thereunder, (iv) issued by an FDIC-insured financial institution satisfactory to Landlord, and (v) redeemable by presentation of a sight draft in the state of Massachusetts. The Security Deposit shall be held by Landlord as security for the performance of Tenant’s obligations under this Lease. The Security Deposit is not an advance rental deposit or a measure of Landlord’s damages in case of Tenant’s default. Upon each occurrence of a Default (as defined in Section 20), Landlord may use all or any part of the Security Deposit to pay delinquent payments due under this Lease, future rent damages, and the cost of any damage, injury, expense or liability caused by such Default, without prejudice to any other remedy provided herein or provided by law. Upon any draw down on the Letter of Credit pursuant to this paragraph, Tenant shall deliver to Landlord, within 5 business days after written demand from Landlord, a new Letter of Credit complying with all of the requirements hereof (a **“Replacement Letter of Credit”**) for the full Security Deposit Amount set forth in the Basic Lease Provisions. Tenant hereby waives the provisions of any law, now or hereafter in force, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the act or omission of Tenant or any officer, employee, agent or invitee of Tenant. Upon bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent and other charges due Landlord for periods prior to the filing of such proceedings. If Tenant is not then in default under this Lease, the Security Deposit, or any balance thereof (i.e., after deducting therefrom all amounts to which Landlord is entitled under the provisions of this Lease), shall be returned to Tenant (or, at Landlord’s option, to the last assignee of Tenant’s interest hereunder) within 60 days after the expiration or earlier termination of this Lease.

Tenant shall deliver a Replacement Letter of Credit to Landlord at least 30 days before the stated expiration date of any then current Letter of Credit for the full Security Deposit Amount set forth in the Basic Lease Provisions. If Tenant does not provide Landlord with a Replacement Letter of Credit as required pursuant to the immediately preceding sentence, Landlord shall have the right to draw the full amount of the current Letter of Credit and hold the funds drawn in cash without obligation for interest thereon as the Security Deposit until Tenant delivers a Replacement Letter of Credit to Landlord, at which time Landlord shall refund to Tenant the amount of the cash Security Deposit to Tenant less any amount applied under this Lease.

If at any time during the Term the issuer of the Letter of Credit is declared insolvent or is placed into receivership by the FDIC or any other Governmental Authority, or if the issuer is downgraded by S&P/Moody's (if the issuer is credit-rated) or the issuer's 5-year Credit Default Swap spread (as quoted, and if available on Bloomberg Professional Services) goes above 250 bps at any point during the Term, then following the delivery of written notice from Landlord to Tenant, (x) Landlord shall have the right to immediately draw the full amount of the existing Letter of Credit and hold the funds drawn in cash without obligation for interest thereon as the Security Deposit, and (y) Tenant shall have 30 days to deliver a Replacement Letter of Credit to Landlord. If Landlord is unable to draw on the existing Letter of Credit as provide for in clause (x) above then, Landlord shall have the right to require that Tenant deliver to Landlord cash in the Security Deposit Amount set forth in the Basic Lease Provisions as an interim Security Deposit until such time as Tenant delivers a Replacement Letter of Credit to Landlord within 10 days after Landlord's delivery of written request to Tenant therefor. Upon Tenant's delivery of a Replacement Letter of Credit to Landlord, Landlord shall refund to Tenant the amount of the cash Security Deposit to Tenant less any amount applied under this Lease, if any.

If Landlord transfers its interest in the Project or this Lease, Landlord shall either (a) transfer any Security Deposit then held by Landlord to a person or entity assuming Landlord's obligations under this Section 6, or (b) return to Tenant any Security Deposit then held by Landlord and remaining after the deductions permitted herein. Upon such transfer to such transferee or the return of the Security Deposit to Tenant, Landlord shall have no further obligation with respect to the Security Deposit, and Tenant's right to the return of the Security Deposit shall apply solely against Landlord's transferee. The Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Landlord's obligation respecting the Security Deposit is that of a debtor, not a trustee, and no interest shall accrue thereon.

7. **Use.**

(a) **Generally.** The Premises shall be used solely for the Permitted Use set forth in the Basic Lease Provisions, and in compliance with all laws, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises, and to the use and occupancy thereof, including, without limitation, the Americans With Disabilities Act, 42 U.S.C. § 12101, et seq. (together with the regulations promulgated pursuant thereto, "**ADA**") (collectively, "**Legal Requirements**" and each, a "**Legal Requirement**"). Tenant shall, upon 5 days' written notice from Landlord, discontinue any use of the Premises that is declared by any Governmental Authority (as defined in Section 9) having jurisdiction to be a violation of a Legal Requirement; unless Tenant is actively contesting any such determination in good faith and by appropriate legal proceedings, provided that Tenant first gives Landlord appropriate assurance reasonably satisfactory to Landlord against any loss, cost or expense on account thereof, and further provided such contest shall not subject Landlord to criminal penalties or civil sanctions, loss of property or civil liability. Tenant will not use or permit the Premises to be used for any purpose or in any manner that would void Tenant's or Landlord's insurance, increase the insurance risk, or cause the disallowance of any sprinkler or other credits. Tenant shall not permit any part of the Premises to be used as a "place of public accommodation", as defined in the ADA or any similar legal requirement. Tenant shall reimburse Landlord promptly upon demand for any additional premium charged for any such insurance policy by reason of Tenant's failure to comply with the provisions of this Section or otherwise caused by Tenant's particular use and/or occupancy of the Premises. Tenant shall use the Premises in a careful, safe and proper manner and shall not commit or permit waste, overload the floor or structure of the Premises, or subject the Premises to use that would damage the Premises. Tenant shall not obstruct or interfere with the rights of Landlord or other tenants or occupants of the Project, including but not limited to, not conducting or giving notice of any auction, liquidation, or going out of business sale on the Premises. Tenant shall not use or allow the Premises to be used for any unlawful purpose. Tenant shall cause any equipment or machinery to be installed in the Premises so as to reasonably prevent sounds or vibrations from the Premises from extending into Common Areas, or other space in the Project. Tenant shall not place any machinery or equipment weighing 500 pounds or more in or upon the Premises or transport or move such items through the Common Areas of the Project or in the Project or Building elevators without the prior written consent of Landlord. Except as may be provided under the Work Letter, Tenant shall not, without the prior written consent of Landlord, use the Premises in any manner which will

require ventilation, air exchange, heating, gas, steam, electricity or water beyond the existing capacity of the Project as proportionately allocated to the Premises based upon Tenant's Share as usually furnished for the Permitted Use.

Landlord has disclosed to Tenant that the Project is subject to a Notice of Activity and Use Limitation recorded on November 1, 2024 with the Middlesex South Registry of Deeds in Book 83430, Page 77, which is incorporated in full by reference. Tenant acknowledges receipt of a copy of such Activity and Use Limitation prior to execution of this Lease.

(b) **Compliance.** Landlord shall be responsible, at its cost and not as part of Operating Expenses, for the compliance of the Common Areas of the Project with Legal Requirements as of the Landlord Work Completion Date. Landlord shall, as an Operating Expense (to the extent such Legal Requirement is generally applicable to similar buildings in the area in which the Project is located and subject to the terms of Section 5 hereof) or at Tenant's expense (to the extent such Legal Requirement is applicable solely by reason of Tenant's, as compared to other tenants of the Project, particular use of the Premises) make any alterations or modifications to the Common Areas or the exterior of the Building that are required by Legal Requirements, including the ADA. Tenant, at its sole expense, shall make any alterations or modifications to the interior of the Premises that are required by Legal Requirements (including, without limitation, compliance of the Premises with the ADA). Notwithstanding any other provision herein to the contrary, Tenant shall be responsible for any and all Claims (as defined in Section 16) arising out of or in connection with Legal Requirements related to Tenant's particular use or occupancy of the Premises or Tenant's Alterations, and Tenant shall indemnify, defend, hold and save Landlord harmless from and against any and all Claims arising out of or in connection with any failure of the Premises to comply with any Legal Requirement related to Tenant's particular use or occupancy of the Premises or Tenant's Alterations.

(c) **Sustainability.** Tenant acknowledges that Landlord may, but shall not be obligated to, seek to obtain Leadership in Energy and Environmental Design (LEED), WELL Building Standard, or other similar "green" certification with respect to the Project and/or the Premises, and Tenant agrees, at no material cost to Tenant, to reasonably cooperate with Landlord, and to provide such information and/or documentation as Landlord may reasonably request, in connection therewith.

8. **Holding Over.** If, with Landlord's express written consent, Tenant retains possession of the Premises after the termination of the Term, (i) unless otherwise agreed in such written consent, such possession shall be subject to immediate termination by Landlord at any time, (ii) all of the other terms and provisions of this Lease (including, without limitation, the adjustment of Base Rent pursuant to Section 4 hereof) shall remain in full force and effect (excluding any expansion or renewal option or other similar right or option) during such holdover period, (iii) Tenant shall continue to pay Base Rent in the amount payable upon the date of the expiration or earlier termination of this Lease or such other amount as Landlord may indicate, in Landlord's sole and absolute discretion, in such written consent, and (iv) all other payments shall continue under the terms of this Lease. If Tenant remains in possession of the Premises after the expiration or earlier termination of the Term without the express written consent of Landlord, (A) Tenant shall become a tenant at sufferance upon the terms of this Lease except that the monthly rental shall be equal to (i) for the first 60 days of such holdover, 150% of Base Rent in effect during the last 30 days of the Term, and thereafter, 200% of Base Rent in effect during the last 30 days of the Term, plus (ii) Tenant's Share of Operating Expenses, plus (iii) all other amounts payable by Tenant under this Lease, and (B) if Tenant holds over for more than 60 days beyond the expiration or earlier termination of the Lease, then Tenant shall be responsible for all damages suffered by Landlord resulting from or occasioned by Tenant's holding over including, without limitation, consequential damages. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this Section 8 shall not be construed as consent for Tenant to retain possession of the Premises. Acceptance by Landlord of Rent after the expiration of the Term or earlier termination of this Lease shall not result in a renewal or reinstatement of this Lease.

9. **Taxes.** Landlord shall pay, as part of Operating Expenses, all taxes, levies, fees, assessments and governmental charges of any kind, existing as of the Rent Commencement Date or

thereafter enacted (collectively referred to as “**Taxes**”), imposed by any federal, state, regional, municipal, local or other governmental authority or agency, including, without limitation, quasi-public agencies (collectively, “**Governmental Authority**”) during the Term, including, without limitation, all Taxes: (i) imposed on or measured by or based, in whole or in part, on rent payable to (or gross receipts received by) Landlord under this Lease and/or from the rental by Landlord of the Project or any portion thereof, or (ii) based on the square footage, assessed value or other measure or evaluation of any kind of the Premises or the Project, or (iii) assessed or imposed by or on the operation or maintenance of any portion of the Premises or the Project, including parking, or (iv) assessed or imposed by, or at the direction of, or resulting from Legal Requirements, or interpretations thereof, promulgated by any Governmental Authority, or (v) imposed as a license or other fee, charge, tax, or assessment on Landlord’s business or occupation of leasing space in the Project. Landlord may contest by appropriate legal proceedings the amount, validity, or application of any Taxes or liens securing Taxes. If Landlord receives an abatement of Taxes for the Project for a period during the Term, Landlord shall apply such abatement (less the costs of obtaining such abatement, including reasonable attorneys’ fees) as a credit against Operating Expenses for the applicable year. Taxes shall not include any net income taxes or franchise, estate, inheritance, succession, gift or excess profit taxes imposed on Landlord except to the extent such taxes are in substitution for any Taxes payable hereunder, or any penalties for late payment of Taxes. If any such Tax is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require. Tenant shall pay, prior to delinquency, any and all Taxes levied or assessed against any personal property or trade fixtures placed by Tenant in the Premises, whether levied or assessed against Landlord or Tenant. If any Taxes on Tenant’s personal property or trade fixtures are levied against Landlord or Landlord’s property, or if the assessed valuation of the Project is increased by a value attributable to improvements in or alterations to the Premises, whether owned by Landlord or Tenant and whether or not affixed to the real property so as to become a part thereof, higher than the base valuation on which Landlord from time-to-time allocates Taxes to all tenants in the Project, Landlord shall have the right, but not the obligation, to pay such Taxes. Landlord’s reasonable determination of any excess assessed valuation shall be binding and conclusive, absent manifest error. The amount of any such payment by Landlord shall constitute Additional Rent due from Tenant to Landlord immediately upon demand.

10. **Parking and TDMP.**

(a) **Parking.** Subject to all applicable Legal Requirements, Force Majeure, a Taking (as defined in Section 19 below) and the exercise by Landlord of its rights hereunder, commencing on the Landlord Work Completion Date, Tenant shall have the right to use 1.9 parking spaces per 1,000 rentable square feet of the Premises, at no additional cost to Tenant, which parking spaces shall be located in those areas of the parking garages and surface parking areas located at the Project designated for non-reserved parking, subject in each case to Landlord’s rules and regulations. Landlord shall not be responsible for enforcing Tenant’s parking rights against any third parties, including other tenants of the Project. Notwithstanding the foregoing, if Tenant delivers written notice to Landlord that Tenant is experiencing issues with its parking rights at the Project requiring enforcement, then Landlord shall engage a third party operator to manage and enforce the parking at the Project.

(b) **TDMP.** If a transportation demand management plan (“**TDMP**”) setting forth requirements relating to parking and transportation demand management is implemented with respect to the Project at any time during the Term, Tenant hereby acknowledges that Landlord shall be required to comply with the TDMP. To the extent a TDMP is implemented with respect to the Project, Tenant shall, to the extent the terms of the TDMP are applicable to tenants of the Project and the following are required under the TDMP: (i) promote and encourage employees of Tenant and other occupants of the Premises to rideshare or carpool, (ii) promote and encourage employees to use public transportation and other alternative modes of transportation to commute to the Premises, and (iii) provide transit directions and transit schedules on its website to encourage the use of public transportation for trips to the Premises and to make transit maps and schedules available on-site. Tenant shall reasonably cooperate with Landlord in programs and other activities initiated by Landlord to comply with Landlord’s obligations under the TDMP, including without limitation, participating in Landlord surveys of employee commuting modes (provided however, the Tenant shall not be obligated to provide Landlord with any personally identifying information about its employees).

11. **Utilities; Services.**

(a) **Generally.** Landlord shall provide or cause to be provided to the Premises, subject to the terms of this Section 11, (i) water, (ii) electricity (including lights and plugs), (iii) heat, ventilation and air conditioning (collectively, "HVAC"), (iv) gas, (v) power, and (vi) sewer (collectively, "Utilities"). Landlord shall pay, as Operating Expenses or subject to Tenant's direct reimbursement obligation as provided for below, for all Utilities used on the Premises, all maintenance charges for Utilities, and any storm sewer charges or other similar charges for Utilities imposed by any Governmental Authority or Utility provider, and any taxes, penalties, surcharges or similar charges thereon. Tenant shall be responsible, at Tenant's cost, for all telephone and data wiring throughout the Premises. The Premises shall be separately metered or check-metered to measure Tenant's consumption of electricity within the Premises. Landlord may cause, at Landlord's expense, any other Utilities to be separately metered or charged directly to Tenant by the provider. Commencing on the Rent Commencement Date, Tenant shall pay (A) directly to the Utility provider, prior to delinquency, any separately metered Utilities and services (which may include, among other Utilities and services, telephone and internet service) which may be furnished to Tenant or the Premises during the Term, (B) to Landlord the cost of electricity provided to the Premises based on the submeter reading, and (C) to Landlord, its share of all charges for jointly metered Utilities provided to the Premises based upon consumption, as reasonably determined by Landlord. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord, as part of Operating Expenses, Tenant's Share of charges for Utilities furnished to the Common Areas. No interruption or failure of Utilities from any cause whatsoever other than Landlord's willful misconduct shall result in eviction or constructive eviction of Tenant, termination of this Lease or the abatement of Rent. Tenant agrees to limit use of water and sewer with respect to Common Areas to normal restroom use.

(b) **Janitorial Services.** Landlord shall, as part of Operating Expenses, provide or cause to be provided with respect to the Common Areas only, refuse and trash collection and janitorial services. Tenant shall be responsible for contracting directly with a vendor reasonably acceptable to Landlord and paying for its own janitorial services for the Premises.

(c) **Generator.** Landlord's sole obligation for either providing emergency generators or providing emergency back-up power to Tenant shall be: (i) to provide emergency generators with not less than the capacity of the emergency generators located in the Building as of the Landlord Work Completion Date (which is designed to provide 4 watts per rentable square foot of the lab space in the Premises based on a connected load), and (ii) to contract with a third party to maintain the emergency generators as per the manufacturer's standard maintenance guidelines. Except as otherwise provided in the immediately preceding sentence, Landlord shall have no obligation to provide Tenant with operational emergency generators or back-up power or to supervise, oversee or confirm that the third party maintaining the emergency generators is maintaining the generators as per the manufacturer's standard guidelines or otherwise. During any period of replacement, repair or maintenance of the emergency generators when the emergency generators are not operational, including any delays thereto due to the inability to obtain parts or replacement equipment, Landlord shall have no obligation to provide Tenant with an alternative back-up generator or generators or alternative sources of back-up power. Tenant expressly acknowledges and agrees that Landlord does not guaranty that such emergency generators will be operational at all times or that emergency power will be available to the Premises when needed.

(d) **Acid Neutralization System.** Landlord shall provide Tenant with non-exclusive access to the acid neutralization system serving the Building as of the Effective Date ("**Acid Neutralization System**") pursuant to the terms and conditions of this Lease. Landlord represents and warrants that (i) the Acid Neutralization System was installed in accordance with all applicable plans and specifications, (ii) the Acid Neutralization System is operational as of the Effective Date, and (iii) Landlord has obtained the permits, approvals and authorizations required from Governmental Authorities required in connection with the operation of the Acid Neutralization System, including the Discharge Permit. and Tenant acknowledges and agrees that the Acid Neutralization System shall be shared with other tenants of the Building. Tenant shall pay its share of ongoing operation costs of the Acid Neutralization System as an Operating Expense, as allocated by Landlord among Tenant and other user tenants on a pro rata basis, with Tenant's share based on the ratio of the rentable square footage of the Premises to the sum of the rentable square footages of

the Premises and the premises of all other user tenants. Landlord's sole obligations for providing the Acid Neutralization System, or any acid neutralization system facilities, to Tenant shall be (the "**Acid Neutralization Obligations**") to (i) use commercially reasonable efforts to maintain the permit required from the Massachusetts Water Resources Authority ("**MWRA**") for discharge through the Acid Neutralization System (the "**Discharge Permit**"), provided that Tenant reasonably cooperates with Landlord and provides all information and documents reasonably necessary in connection with the Discharge Permit; and (ii) contract with a third party to maintain the Acid Neutralization System as operating as per the manufacturer's standard maintenance guidelines. Landlord shall, upon written request from Tenant (not more frequently than once per calendar year), make available for Tenant's inspection the maintenance contract and maintenance records for the emergency generators for the 12 month period immediately preceding Landlord's receipt of Tenant's written request. Notwithstanding anything herein to the contrary, if the Acid Neutralization System must be replaced and the cost thereof is not included in such third party maintenance contract, then, Landlord shall replace the Acid Neutralization System, it being acknowledged, however, that Tenant shall be responsible for its share of all costs incurred in connection therewith as an Operating Expense, as provided in Section 5 above (subject to amortization set forth therein relating to Capital Expenditures).

Tenant shall be solely responsible for the use of the Acid Neutralization System by Tenant, its employees, any contractors, sublessees, invitees or any party other than Landlord or Landlord's contractors, and Tenant shall be jointly and severally responsible for the use of the Acid Neutralization System with the other user tenants, except (i) in the event that Tenant can prove to Landlord's reasonable satisfaction that neither Tenant nor any Tenant party caused, contributed to or exacerbated the matter for which Tenant would otherwise be jointly or severally responsible but for this exception, or (ii) to the extent joint and several liability would, but for this exception, result from failure of other tenants to decommission their use of the Acid Neutralization System in breach of their respective leases. It shall be a condition to any joint and several liability of Tenant with other tenant users of the Acid Neutralization System pursuant to this Section 11(d), that each and every lease or other agreement giving such other tenant users of the Acid Neutralization System the right to use the Acid Neutralization System include substantially equivalent joint and several liability language such that if all tenant users are ever not jointly and severally liable as and to the extent provided in this Section 11(d), Tenant shall not be jointly and severally liable with any other tenant users of the Acid Neutralization system.

Tenant shall use, and cause other parties under its control or for which it is responsible to use, the Acid Neutralization System in accordance with this Lease and in accordance with all applicable Legal Requirements, the Discharge Permit and any permits and approvals from Governmental Authorities for or applicable to Tenant's use of the Acid Neutralization System. Tenant shall not take any action or make any omission that would result in a violation of the Discharge Permit or any other permit or Legal Requirements applicable to the Acid Neutralization System. Tenant's compliance with applicable permits and Legal Requirements shall include but not be limited to posting signs at all sinks located in the Premises containing applicable notices regarding the use of sink drains for the disposal of chemicals and other Hazardous Materials. Tenant shall maintain a chemical management plan prohibiting the improper discharge or disposal of chemicals. Tenant shall train all laboratory personnel in the Premises on the proper disposal of chemicals and other Hazardous Materials. Landlord reserves the right, at any time and from time to time, to require reasonable limitations and restrictions on discharges by Tenant to the Acid Neutralization System as Landlord may reasonably determine to be necessary for the operation of the Acid Neutralization System. Landlord and its contractors and consultants shall be permitted to perform periodic sampling of all substances regulated under permits applicable to the Acid Neutralization System, including without limitation the discharge permit issued by the MWRA, or as otherwise deemed appropriate by Landlord in its sole discretion. Landlord and its contractors and consultants shall be permitted to perform periodic inspections of the Acid Neutralization System and the discharge points and connections thereto located in the Premises. If requested by Landlord based on conditions pertaining to the Acid Neutralization System, Tenant shall promptly provide updates to its Hazardous Materials List (as defined in Section 30(b) below) to Landlord. Tenant shall promptly notify Landlord of any changes in the flow volume or properties that would reasonably be expected to impact the operation of the Acid Neutralization System or compliance with applicable permits or Legal Requirements, including without limitation a discharge known or reasonably

believed to be non-compliant, changes in Tenant's operations in the Premises and addition of new equipment by Tenant such as cage washers, glass washers or autoclaves.

The scope of the Decommissioning and HazMat Closure Plan (as defined in Section 28 of this Lease) shall include all actions for the proper cleaning, decommissioning and cessation of Tenant's use of the Acid Neutralization System, and all requirements under this Lease for the surrender of the Premises shall also apply to Tenant's cessation of use of the Acid Neutralization System, in each case whether at Lease expiration, termination or prior thereto, except that Tenant shall not be required to complete the decommissioning of the Acid Neutralization System itself, nor shall Tenant be responsible for or bear any costs of decommissioning arising from the use of the Acid Neutralization System by any party other than Tenant; it being agreed that Landlord shall be responsible for completing the decommissioning thereof, and Tenant shall pay to Landlord within thirty (30) days after invoice therefor Tenant's share of the reasonable, actual costs of decommissioning based on the ratio of the rentable square footage of the Premises to the rentable square footage of the Premises and the premises of all other user tenants. Without in any way limiting the Acid Neutralization Obligations, Landlord shall have no obligation to provide Tenant with operational emergency or back-up acid neutralization facilities or to supervise, oversee or confirm that the third party maintaining the Acid Neutralization System is maintaining such system as per the manufacturer's standard guidelines or otherwise. During any period of replacement, repair or maintenance of the Acid Neutralization System when such system is not operational, including any delays thereto due to the inability to obtain parts or replacement equipment, Landlord shall have no obligation to provide Tenant with an alternative back-up system or facilities. Tenant expressly acknowledges and agrees that Landlord does not guaranty that such Acid Neutralization System will be operational at all times or that such system will be available to the Premises when needed. Without in any way limiting the Acid Neutralization Obligations, in no event shall Landlord be liable to Tenant or any other party for any damages of any type, whether actual or consequential, suffered by Tenant or any such other person in the event that the Acid Neutralization System or back-up system, if any, or any replacement thereof fails or does not operate in a manner that meets Tenant's requirements.

(e) **Loading Dock/Freight Elevator.** Tenant may, subject to Landlord's reasonable rules and regulations and compliance with Legal Requirements, use the common loading dock and freight elevator serving the Building during the Term in common with others entitled thereto. The regular hours of operation of the loading dock and freight elevator are 8:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to 3:00 p.m. on Saturdays, subject to downtime for maintenance and repairs and changes required by Legal Requirements. Tenant's use of the loading dock and freight elevator in connection with Tenant's moving into the Premises following the Landlord Work Completion Date or moving out of the Premises at the expiration or earlier termination of the Term will not be subject to additional charges.

(f) **Energy Usage Data.** With respect to separately metered Utilities provided to the Premises that are paid for by Tenant directly to the Utility provider, if any, Tenant agrees to provide Landlord with access to Tenant's water and energy usage data on a monthly basis, by providing Tenant's applicable utility login credentials to Landlord's designated online portal. The costs and expenses incurred by Landlord in connection with receiving and analyzing such water and energy usage data (including, without limitation, as may be required pursuant to applicable Legal Requirements) shall be included as part of Operating Expenses.

## 12. **Alterations and Tenant's Property.**

(a) Any alterations, additions, or improvements made to the Premises (other than the Tenant Improvements which are governed by the Work Letter attached hereto as **Exhibit C** and not by the terms of this Section 12) by or on behalf of Tenant, including additional locks or bolts of any kind or nature upon any doors or windows in the Premises, but excluding installation, removal or realignment of furniture systems (other than removal of furniture systems owned or paid for by Landlord) not involving any modifications to the structure or connections (other than by ordinary plugs or jacks) to Building Systems (as defined in Section 13) ("**Alterations**") shall be subject to Landlord's prior written consent, which may be given or withheld in Landlord's sole discretion if any such Alteration affects the structure or Building Systems, but which shall otherwise not be unreasonably withheld or delayed. Tenant may construct

nonstructural Alterations in the Premises in which Notice-Only Alterations may not be constructed) that will not affect the operations of any Building Systems, without Landlord's prior approval if the aggregate cost of all such work in any 12 month period does not exceed \$300,000 per Alteration or \$750,000 in the aggregate (a "**Notice-Only Alteration**"), provided Tenant notifies Landlord in writing of such intended Notice-Only Alteration, and such notice shall be accompanied by plans, specifications, work contracts and such other information concerning the nature and cost of the Notice-Only Alteration as may be reasonably requested by Landlord, which notice and accompanying materials shall be delivered to Landlord not less than 15 business days in advance of any proposed construction. If Landlord approves any Alterations, Landlord may impose such conditions on Tenant in connection with the commencement, performance and completion of such Alterations as Landlord may deem appropriate in Landlord's reasonable discretion. Any request for approval shall be in writing, delivered not less than 15 business days in advance of any proposed construction, and accompanied by plans, specifications, bid proposals, work contracts and such other information concerning the nature and cost of the alterations as may be reasonably requested by Landlord, including the identities and mailing addresses of all persons performing work or supplying materials. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to ensure that such plans and specifications or construction comply with applicable Legal Requirements. Tenant shall cause, at its sole cost and expense, all Alterations to comply with insurance requirements and with Legal Requirements and shall implement at its sole cost and expense any alteration or modification required by Legal Requirements as a result of any Alterations. Tenant shall pay to Landlord, as Additional Rent, on demand an amount equal to the reasonable out-of-pocket costs incurred by Landlord in connection with any Alteration. Before Tenant begins any Alteration, Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable law. Tenant shall reimburse Landlord for, and indemnify and hold Landlord harmless from, any expense incurred by Landlord by reason of faulty work done by Tenant or its contractors, delays caused by such work, or inadequate cleanup.

(b) In connection with any Alteration the cost of which is expected to exceed \$300,000.00, Landlord may require Tenant to furnish security or make other arrangements satisfactory to Landlord to assure payment for the completion of all Alterations work free and clear of liens. Tenant shall, with respect to all Alterations, provide (and cause each contractor or subcontractor to provide) certificates of insurance for workers' compensation and other coverage in amounts and from an insurance company satisfactory to Landlord protecting Landlord against liability for personal injury or property damage during construction. Upon completion of any Alterations, Tenant shall deliver to Landlord: (i) sworn statements setting forth the names of all contractors and subcontractors who did the work and final lien waivers from all such contractors and subcontractors; and (ii) "as built" plans for any such Alteration. Notwithstanding anything to the contrary set forth herein, in no event shall Tenant be required to provide Landlord with a payment or performance bond with respect to the Tenant Improvements.

(c) Other than (i) the items, if any, listed on **Exhibit F** attached hereto, (ii) any items agreed by Landlord in writing to be included on **Exhibit F** in the future, and (iii) any trade fixtures, machinery, equipment and other personal property not paid for by Landlord which may be removed without material damage to the Premises, which damage shall be repaired (including capping or terminating utility hook-ups behind walls) by Tenant during the Term (collectively, "**Tenant's Property**"), all property of any kind paid for by Landlord, all Alterations, real property fixtures, built-in machinery and equipment, built-in casework and cabinets and other similar additions and improvements built into the Premises so as to become an integral part of the Premises, such as fume hoods which penetrate the roof or plenum area, built-in cold rooms, built-in warm rooms, walk-in cold rooms, walk-in warm rooms, deionized water systems, glass washing equipment, autoclaves, chillers, built-in plumbing, electrical and mechanical equipment and systems, and any power generator and transfer switch (collectively, "**Installations**") shall be and shall remain the property of Landlord during the Term and following the expiration or earlier termination of the Term, shall not be removed by Tenant at any time during the Term and shall remain upon and be surrendered with the Premises as a part thereof in accordance with Section 28 following the expiration or earlier termination of this Lease; provided, however, that Landlord shall, at the time its approval of such Installation is requested, or at the time it receives notice of a Notice-Only Alteration, notify Tenant if it has elected to cause Tenant to remove such Installation upon the expiration or earlier termination of this Lease, except that Landlord shall not require removal of customary office cabling or customary laboratory

improvements. If Landlord so elects, Tenant shall remove such Installation upon the expiration or earlier termination of this Lease and restore any damage caused by or occasioned as a result of such removal, including, when removing any of Tenant's Property which was plumbed, wired or otherwise connected to any of the Building Systems, capping off all such connections behind the walls of the Premises and repairing any holes. During any such restoration period, Tenant shall pay Rent to Landlord as provided herein as if said space were otherwise occupied by Tenant.

Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be required to remove or restore the Tenant Improvements constructed pursuant to the Work Letter at the expiration or earlier termination of the Term, nor shall Tenant have the right to remove such Tenant Improvements at any time except as otherwise provided in this Section 12.

13. **Landlord's Repairs.** Landlord, as an Operating Expense (except to the extent the cost thereof is excluded from Operating Expenses pursuant to Section 5 hereof), shall maintain, or cause to be maintained, the roof and all of the structural, exterior, parking and other Common Areas of the Project, including HVAC, plumbing, fire sprinklers, elevators and all other building systems serving the Premises and other portions of the Project ("**Building Systems**"), in good operating order and repair, reasonable wear and tear and uninsured losses and damages caused by Tenant, or by any of Tenant's assignees, sublessees, licensees, agents, servants, employees, invitees and contractors (or any of Tenant's assignees, sublessees and/or licensees respective agents, servants, employees, invitees and contractors) (collectively, "**Tenant Parties**") excluded. Losses and damages caused by Tenant or any Tenant Party shall be repaired by Landlord, to the extent not covered by insurance, at Tenant's sole cost and expense. Landlord reserves the right to stop Building Systems services when necessary (i) by reason of accident or emergency, or (ii) for planned repairs, alterations or improvements, which are, in the judgment of Landlord, necessary to be made, until said repairs, alterations or improvements shall have been completed. Landlord shall have no responsibility or liability for failure to supply Building Systems services during any such period of interruption; provided, however, that Landlord shall, except in case of emergency, make a commercially reasonable effort to give Tenant 24 hours advance notice of any planned stoppage of Building Systems services for routine maintenance, repairs, alterations or improvements. Landlord shall use reasonable efforts to minimize interference with Tenant's operations in the Premises during such planned stoppages of Building Systems and shall use reasonable efforts to coordinate such planned stoppages in advance (except in the case of an emergency) with Tenant. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this Section, after which Landlord shall have a reasonable opportunity to effect such repair. Landlord shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after Tenant's written notice of the need for such repairs or maintenance. Tenant waives its rights under any state or local law to terminate this Lease or to make such repairs at Landlord's expense and agrees that the parties' respective rights with respect to such matters shall be solely as set forth herein. Repairs required as the result of fire, earthquake, flood, vandalism, war, or similar cause of damage or destruction shall be controlled by Section 18.

14. **Tenant's Repairs.** Subject to Section 13 hereof, Tenant, at its expense, shall repair, replace and maintain in good condition, subject to reasonable wear and tear, all portions of the Premises, including, without limitation, entries, doors, ceilings, interior windows, interior walls, and the interior side of demising walls. Should Tenant fail to make any such repair or replacement or fail to maintain the Premises, Landlord shall give Tenant notice of such failure. If Tenant fails to commence cure of such failure within 10 days of Landlord's written notice, and thereafter diligently prosecute such cure to completion, Landlord may perform such work and shall be reimbursed by Tenant for the reasonable out-of-pocket costs incurred by Landlord to perform such work, within 30 days after demand therefor; provided, however, that if such failure by Tenant creates or could create an emergency, Landlord may immediately commence cure of such failure and shall thereafter be entitled to recover the costs of such cure from Tenant. Subject to Sections 17 and 18, Tenant shall bear the full uninsured cost of any repair or replacement to any part of the Project that results from damage caused by Tenant or any Tenant Party and any repair that benefits only the Premises.

15. **Mechanic's Liens.** Tenant shall discharge, by bond or otherwise, any mechanic's lien filed against the Premises or against the Project for work claimed to have been done for, or materials

claimed to have been furnished to, Tenant within 10 business days after the filing thereof, at Tenant's sole cost and shall otherwise keep the Premises and the Project free from any liens arising out of work performed, materials furnished or obligations incurred by Tenant. Should Tenant fail to discharge any lien described herein, Landlord shall have the right, but not the obligation, to pay such claim or post a bond or otherwise provide security to eliminate the lien as a claim against title to the Project and the cost thereof shall be immediately due from Tenant as Additional Rent. If Tenant shall lease or finance the acquisition of office equipment, furnishings, or other personal property of a removable nature utilized by Tenant in the operation of Tenant's business, Tenant warrants that any Uniform Commercial Code Financing Statement filed as a matter of public record by any lessor or creditor of Tenant will upon its face or by exhibit thereto indicate that such Financing Statement is applicable only to removable personal property of Tenant located within the Premises. In no event shall the address of the Project be furnished on the statement without qualifying language as to applicability of the lien only to removable personal property, located in an identified suite held by Tenant.

16. **Indemnification.** Tenant hereby indemnifies and agrees to defend, save and hold Landlord, its officers, directors, employees, managers, members, partners, agents, sub-agents, affiliates and lease signatories (collectively, "**Landlord Indemnified Parties**") harmless from and against any and all demands, claims, liabilities, losses, costs, expenses, actions, causes of action, damages or judgments, and all reasonable expenses incurred in investigating or resisting the same (including, without limitation, reasonable attorneys' fees, charges and disbursements and costs of suit) (collectively, "**Claims**") for injury or death to persons or damage to property occurring within or about the Premises, arising directly or indirectly out of the use or occupancy of the Premises or a breach or default by Tenant in the performance of any of its obligations hereunder, except to the extent caused by the willful misconduct or negligence of Landlord. Landlord shall not be liable to Tenant for, and Tenant assumes all risk of damage to, personal property (including, without limitation, loss of records kept within the Premises). Tenant further waives any and all Claims for injury to Tenant's business or loss of income relating to any such damage or destruction of personal property (including, without limitation, any loss of records). Landlord Indemnified Parties shall not be liable for any damages arising from any act, omission or neglect of any tenant in the Project or of any other third party or Tenant Parties.

17. **Insurance.** Landlord shall maintain all risk property and, if applicable, sprinkler damage insurance covering the full replacement cost of the Project (including the Tenant Improvements). Landlord shall further procure and maintain commercial general liability insurance with a single loss limit of not less than \$2,000,000 for bodily injury and property damage with respect to the Project. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, including, but not limited to, flood, environmental hazard and earthquake, loss or failure of building equipment, errors and omissions, rental loss during the period of repair or rebuilding, workers' compensation insurance and fidelity bonds for employees employed to perform services and insurance for any improvements installed by Tenant or which are in addition to the standard improvements customarily furnished by Landlord without regard to whether or not such are made a part of the Project. All such insurance shall be included as part of the Operating Expenses. The Project may be included in a blanket policy (in which case the cost of such insurance allocable to the Project will be determined by Landlord based upon the insurer's cost calculations). Tenant shall also reimburse Landlord for any increased premiums or additional insurance that Landlord reasonably deems necessary as a result of Tenant's use of the Premises.

Tenant, at its sole cost and expense, shall maintain during the Term: all risk property insurance with business interruption and extra expense coverage, covering the full replacement cost of all property and improvements installed or placed in the Premises by Tenant at Tenant's expense; workers' compensation insurance with no less than the minimum limits required by law; employer's liability insurance with employers liability limits of \$1,000,000 bodily injury by accident – each accident, \$1,000,000 bodily injury by disease – policy limit, and \$1,000,000 bodily injury by disease – each employee; and commercial general liability insurance, with a minimum limit of not less than \$2,000,000 per occurrence for bodily injury and property damage with respect to the Premises. The commercial general liability insurance maintained by Tenant shall name Alexandria Real Estate Equities, Inc., and Landlord, its officers, directors, employees, managers, agents, invitees and contractors (collectively, "**Landlord Insured Parties**"), as additional insureds; insure on an occurrence and not a claims-made basis; be issued by insurance companies which

have a rating of not less than policyholder rating of A and financial category rating of at least Class X in "Best's Insurance Guide"; not contain a hostile fire exclusion; contain a contractual liability endorsement; and provide primary coverage to Landlord Insured Parties (any policy issued to Landlord Insured Parties providing duplicate or similar coverage shall be deemed excess over Tenant's policies, regardless of limits). Tenant shall (i) provide Landlord with 30 days advance written notice of cancellation of such commercial general liability policy, and (ii) request Tenant's insurer to endeavor to provide advance written notice to Landlord of cancellation of such commercial general liability policy. Copies of such policies (if requested by Landlord), or certificates of insurance showing the limits of coverage required hereunder and showing Landlord as an additional insured, along with reasonable evidence of the payment of premiums for the applicable period, shall be delivered to Landlord by Tenant (i) concurrent with Tenant's delivery to Landlord of a copy of this Lease executed by Tenant, and (ii) each renewal of said insurance. Tenant's policy may be a "blanket policy" with an aggregate per location endorsement which specifically provides that the amount of insurance shall not be prejudiced by other losses covered by the policy. Tenant shall, at least 5 days prior to the expiration of such policies, furnish Landlord with renewal certificates.

In each instance where insurance is to name Landlord as an additional insured, Tenant shall upon written request of Landlord also designate and furnish certificates so evidencing Landlord as additional insured to the following parties: (i) any lender of Landlord holding a security interest in the Project or any portion thereof and any servicer in connection therewith, (ii) the landlord under any lease wherein Landlord is tenant of the real property on which the Project is located, if the interest of Landlord is or shall become that of a tenant under a ground or other underlying lease rather than that of a fee owner, (iii) any management company retained by Landlord to manage the Project, (iv) any member, partner or shareholder of Landlord or the owner of any beneficial interest therein and/or (v) any other party reasonably designated by Landlord.

The property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, and their respective officers, directors, employees, managers, agents, invitees and contractors ("**Related Parties**"), in connection with any loss or damage thereby insured against. Neither party nor its respective Related Parties shall be liable to the other for loss or damage caused by any risk insured against under property insurance required to be maintained hereunder, and each party waives any claims against the other party, and its respective Related Parties, for such loss or damage. The failure of a party to insure its property shall not void this waiver. Landlord and its respective Related Parties shall not be liable for, and Tenant hereby waives all claims against such parties for, business interruption and losses occasioned thereby sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises or the Project from any cause whatsoever. If the foregoing waivers shall contravene any law with respect to exculpatory agreements, the liability of Landlord or Tenant shall be deemed not released but shall be secondary to the other's insurer.

Landlord may require insurance policy limits to be raised to conform with requirements of Landlord's lender and/or to bring coverage limits to levels then being generally required of new tenants within the Project; provided, however, that the increased amount of coverage is consistent with coverage amounts then being required by institutional owners of similar projects with tenants occupying similar size premises in Watertown, Massachusetts.

18. **Restoration.** If, at any time during the Term, the Building or the Premises are damaged or destroyed by a fire or other insured casualty, Landlord shall notify Tenant within 60 days after discovery of such damage as to the amount of time Landlord reasonably estimates it will take to restore the Building or the Premises, as applicable (the "**Restoration Period**"). If the Restoration Period is estimated to exceed 12 months (the "**Maximum Restoration Period**"), Landlord may, in such notice, elect to terminate this Lease as of the date that is 75 days after the date of discovery of such damage or destruction; provided, however, that notwithstanding Landlord's election to restore, Tenant may elect to terminate this Lease by written notice to Landlord delivered within 5 business days of receipt of a notice from Landlord estimating a Restoration Period for the Premises longer than the Maximum Restoration Period. Unless either Landlord or Tenant so elects to terminate this Lease, Landlord shall, subject to receipt of sufficient insurance proceeds (with any deductible to be treated as a current Operating Expense), promptly restore the Premises

(excluding the improvements installed by Tenant or by Landlord and paid for by Tenant except to the extent to which Landlord receives insurance proceeds for the restoration of improvements from the insurance required to be maintained by Landlord under Section 17, in which case such improvements shall be included as part of Landlord's restoration), subject to delays arising from the collection of insurance proceeds, from Force Majeure events or as needed to obtain any license, clearance or other authorization of any kind required to enter into and restore the Premises issued by any Governmental Authority having jurisdiction over the use, storage, handling, treatment, generation, release, disposal, removal or remediation of Hazardous Materials (as defined in Section 30) in, on or about the Premises (collectively referred to herein as "**Hazardous Materials Clearances**"); provided, however, that if repair or restoration of the Premises is not substantially complete as of the end of the Maximum Restoration Period or, if longer, the Restoration Period, Landlord may, in its sole and absolute discretion, elect not to proceed with such repair and restoration, or Tenant may by written notice to Landlord delivered within 10 business days of the expiration of the Maximum Restoration Period or, if longer, the Restoration Period, elect to terminate this Lease, in either of which events Landlord shall be relieved of its obligation to make such repairs or restoration and this Lease shall terminate as of the date that is 75 days after the later of: (i) discovery of such damage or destruction, or (ii) the date all required Hazardous Materials Clearances are obtained, but Landlord shall retain any Rent paid and the right to any Rent payable by Tenant prior to such election by Landlord or Tenant.

Tenant, at its expense, shall promptly perform, subject to delays arising from the collection of insurance proceeds, from Force Majeure events or to obtain Hazardous Materials Clearances, all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Premises and commence doing business in accordance with this Lease. Notwithstanding the foregoing, Landlord may terminate this Lease if the Premises are damaged during the last 12 months of the Term and Landlord reasonably estimates that it will take more than 2 months to repair such damage, or if insurance proceeds are not available for such restoration. Rent shall be abated from the date all required Hazardous Materials Clearances are obtained until the Premises are repaired and restored, in the proportion which the area of the Premises, if any, which is not usable by Tenant bears to the total area of the Premises, unless Landlord provides Tenant with other space reasonably acceptable to Tenant during the period of repair that is suitable for the temporary conduct of Tenant's business. In the event that no Hazardous Materials Clearances are required to be obtained by Tenant with respect to the Premises, rent abatement shall commence on the date of discovery of the damage or destruction. Such abatement shall be the sole remedy of Tenant, and except as provided in this Section 18, Tenant waives any right to terminate the Lease by reason of damage or casualty loss.

The provisions of this Lease, including this Section 18, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, or any other portion of the Project, and any statute or regulation which is now or may hereafter be in effect shall have no application to this Lease or any damage or destruction to all or any part of the Premises or any other portion of the Project, the parties hereto expressly agreeing that this Section 18 sets forth their entire understanding and agreement with respect to such matters.

19. **Condemnation.** If the whole or any material part of the Premises, Building or the Project is taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "**Taking**" or "**Taken**"), and the Taking would in Landlord's reasonable judgment materially interfere with or impair Landlord's ownership or operation of the Building or Project, or would in the reasonable judgment of Landlord and Tenant either prevent or materially interfere with Tenant's use of the Premises (as resolved, if the parties are unable to agree, by arbitration by a single arbitrator with the qualifications and experience appropriate to resolve the matter and appointed pursuant to and acting in accordance with the rules of the American Arbitration Association), then upon written notice by Landlord or Tenant to the other this Lease shall terminate and Rent shall be apportioned as of said date. If part of the Premises shall be Taken, and this Lease is not terminated as provided above, Landlord shall promptly restore the Premises, the Building and the Project as nearly as is commercially reasonable under the circumstances to their condition prior to such partial Taking and the rentable square footage of the Building, the rentable square footage of the Premises, Tenant's Share of Operating Expenses, the Building's Share of Project and the Rent payable hereunder during the unexpired Term shall

be reduced to such extent as may be fair and reasonable under the circumstances. Upon any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's trade fixtures, if a separate award for such items is made to Tenant. Tenant hereby waives any and all rights it might otherwise have pursuant to any provision of state law to terminate this Lease upon a partial Taking of the Premises, Building or the Project.

20. **Events of Default.** Each of the following events shall be a default ("**Default**") by Tenant under this Lease:

(a) **Payment Defaults.** Tenant shall fail to pay any installment of Rent or any other payment hereunder when due; provided, however, that Landlord will give Tenant notice and an opportunity to cure any failure to pay Rent within 5 business days of any such notice not more than once in any 12 month period and Tenant agrees that such notice shall be in lieu of and not in addition to, or shall be deemed to be, any notice required by law.

(b) **Insurance.** Any insurance required to be maintained by Tenant pursuant to this Lease shall be canceled or terminated or shall expire or shall be reduced or materially changed, or Landlord shall receive a notice of nonrenewal of any such insurance and Tenant shall fail to obtain replacement insurance at least 20 days before the expiration of the current coverage.

(c) **Abandonment.** Tenant shall abandon the Premises, provided that Tenant shall not be deemed to have abandoned the Premises if (i) Tenant provides Landlord with reasonable advance notice prior to vacating and, at the time of vacating the Premises, Tenant has completed Tenant's obligations with respect to the Decommissioning and HazMat Closure Plan in compliance with Section 28, (ii) Tenant has made reasonable arrangements for the security of the Premises for the balance of the Term, and (iii) Tenant continues during the balance of the Term to satisfy all of its obligations under the Lease as they come due, including without limitation the obligation to pay Rent.

(d) **Improper Transfer.** Tenant shall assign, sublease or otherwise transfer or attempt to transfer all or any portion of Tenant's interest in this Lease or the Premises except as expressly permitted herein, or Tenant's interest in this Lease shall be attached, executed upon, or otherwise judicially seized and such action is not released within 90 days of the action.

(e) **Liens.** Tenant shall fail to discharge or otherwise obtain the release of any lien placed upon the Premises in violation of this Lease within the time period required pursuant to Section 15 of this Lease.

(f) **Insolvency Events.** Tenant or any guarantor or surety of Tenant's obligations hereunder shall: (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "**Proceeding for Relief**"); (C) become the subject of any Proceeding for Relief that is not dismissed within 90 days of its filing or entry; or (D) die or suffer a legal disability (if Tenant, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

(g) **Estoppel Certificate or Subordination Agreement.** Tenant fails to execute any document required from Tenant under Sections 23 or 27 within 5 business days after a second notice requesting such document.

(h) **Other Defaults.** Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Section 20, and, except as otherwise expressly provided herein, such failure shall continue for a period of 30 days after written notice thereof from Landlord to Tenant. Any notice given under Section 20(h) hereof shall: (i) specify the alleged default, (ii) demand that Tenant cure such default, (iii) be in lieu of, and not in addition to, or shall be deemed to be, any notice required under any provision of applicable law, and (iv) not be deemed a forfeiture or a termination of this Lease unless Landlord elects otherwise in such notice. Notwithstanding the foregoing, if the nature of Tenant's default pursuant to Section 20(h) is such that it cannot be cured by the payment of money and reasonably requires more than 30 days to cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30 day period and thereafter diligently prosecutes the same to completion; provided, however, that such cure shall be completed no later than 90 days from the date of Landlord's notice.

**21. Landlord's Remedies.**

(a) **Payment By Landlord; Interest.** Upon a Default by Tenant hereunder, Landlord may, without waiving or releasing any obligation of Tenant hereunder, make such payment or perform such act. All sums so paid or incurred by Landlord, together with interest thereon, from the date such sums were paid or incurred, at the annual rate equal to 12% per annum or the highest rate permitted by law (the "**Default Rate**"), whichever is less, shall be payable to Landlord on demand as Additional Rent. Nothing herein shall be construed to create or impose a duty on Landlord to mitigate any damages resulting from Tenant's Default hereunder.

(b) **Late Payment Rent.** Late payment by Tenant to Landlord of Rent and other sums due will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult and impracticable to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges that may be imposed on Landlord under any Mortgage covering the Premises. Therefore, if any installment of Rent due from Tenant is not received by Landlord within 5 days after the date such payment is due, Tenant shall pay to Landlord an additional sum equal to 6% of the overdue Rent as a late charge. Notwithstanding the foregoing, before assessing a late charge the first time in any calendar year, Landlord shall provide Tenant written notice of the delinquency and will waive the right if Tenant pays such delinquency within 5 days thereafter. The parties agree that this late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. In addition to the late charge, Rent not paid when due shall bear interest at the Default Rate from the 5th day after the date due until paid.

(c) **Remedies.** Upon the occurrence of a Default, Landlord, at its option, without further notice or demand to Tenant, shall have in addition to all other rights and remedies provided in this Lease, at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever (except as otherwise expressly provided in Section 21(c)(v) with respect to Landlord's Lump Sum Election). No cure in whole or in part of such Default by Tenant after Landlord has taken any action beyond giving Tenant notice of such Default to pursue any remedy provided for herein (including retaining counsel to file an action or otherwise pursue any remedies) shall in any way affect Landlord's right to pursue such remedy or any other remedy provided Landlord herein or under law or in equity, unless Landlord, in its sole discretion, elects to waive such Default.

(i) This Lease and the Term and estate hereby granted are subject to the limitation that whenever a Default shall have happened and be continuing, Landlord shall have the right, at its election, then or thereafter while any such Default shall continue and notwithstanding the fact that Landlord may have some other remedy hereunder or at law or in equity, to give Tenant written notice of Landlord's intention to terminate this Lease on a date specified in such notice, which date shall be not less than 5 days after the giving of such notice, and upon the date so specified, this Lease and the estate hereby granted shall expire and terminate with the same force and effect as if the date specified in such notice were the date hereinbefore fixed for the expiration of this Lease, and all rights of Tenant hereunder shall expire and terminate, and Tenant shall be liable as hereinafter in this Section 21(c) provided. If any such notice is given, Landlord shall have, on such

date so specified, the right of re-entry and possession of the Premises and the right to remove all persons and property therefrom and to store such property in a warehouse or elsewhere at the risk and expense, and for the account, of Tenant. Should Landlord elect to re-enter as herein provided or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may, subject to Section 21(c)(ii) from time to time re-let the Premises or any part thereof for such term or terms and at such rental or rentals and upon such terms and conditions as Landlord may deem advisable, with the right to make commercially reasonable alterations in and repairs to the Premises.

(ii) Landlord shall be deemed to have satisfied any obligation to mitigate its damages by hiring an experienced commercial real estate broker to market the Premises and directing such broker to advertise and show the Premises to prospective tenants.

(iii) In the event of any termination of this Lease as in this Section 21 provided or as required or permitted by law or in equity, Tenant shall forthwith quit and surrender the Premises to Landlord, and Landlord may, without further notice, enter upon, re-enter, possess and repossess the same by summary proceedings, ejectment or otherwise, and again have, repossess and enjoy the same free of any rights of Tenant, and in any such event Tenant and no person claiming through or under Tenant by virtue of any law or an order of any court shall be entitled to possession or to remain in possession of the Premises.

(iv) If this Lease is terminated or if Landlord shall re-enter the Premises as aforesaid, or in the event of the termination of this Lease, or of re-entry, by or under any proceeding or action or any provision of law by reason of a Default by Tenant, Tenant covenants and agrees forthwith to pay and be liable for, on the days originally fixed in this Lease for the payment thereof, amounts equal to the installments of Base Rent and all Additional Rent as they would, under the terms of this Lease become due if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the Term, or for the whole thereof, but in the event that the Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent and other charges received by Landlord in reletting, after deduction of all of Landlord's expenses incurred in reletting the Premises (including, without limitation, tenant improvement, demising and remodeling costs, brokerage fees and the like), and in collecting the rent in connection therewith, in the following manner: Amounts received by Landlord after reletting, if any, shall first be applied against such Landlord's expenses, until the same are recovered, and until such recovery, Tenant shall pay, as of each day when a payment would fall due under this Lease, the amount which Tenant is obligated to pay under the terms of this Lease (Tenant's liability prior to any such reletting and such recovery by Landlord no in any way to be diminished as a result of the fact that such reletting might be for a rent higher than the rent provided for in this Lease); when and if such expenses have been completely recovered by Landlord, the amounts received from reletting by Landlord as have not previously been applied shall be credited against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount thereof shall be payable by Tenant. Further, Tenant shall not be entitled to any credit of any kind for any period after the date when the Term of this Lease is scheduled to expire according to its terms.

Actions, proceedings or suits for the recovery of damages, whether liquidated or other damages, under this Lease, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the Term of this Lease would have expired if it had not been terminated hereunder.

(v) In addition, Landlord, at its election, notwithstanding any other provision of this Lease, by written notice to Tenant (the "**Lump Sum Election**"), shall be entitled to recover from Tenant, as and for liquidated damages, at any time following any termination of this Lease, a lump sum payment representing, at the time of Landlord's written notice of its Lump Sum Election, the sum of:

(A) the then present value (calculated in accordance with accepted financial practice using as the discount rate the yield to maturity on United States Treasury Notes as set forth below) of the amount of unpaid Base Rent and Additional Rent that would have been payable pursuant to this Lease for the remainder of the Term following Landlord's Lump Sum Election if this Lease had not been terminated, and

(B) all other damages and expenses (including attorneys' fees and expenses), if any, which Landlord shall have sustained by reason of the breach of any provision of this Lease; less

(C) the then present value (calculated in accordance with accepted financial practice using as the discount rate the yield to maturity on United States Treasury Notes as set forth below) of the aggregate net fair market rent plus additional charges payable for the Premises (if less than the then present value of Base Rent and Additional Rent that would have been payable pursuant to this Lease) for the remainder of the Term following Landlord's Lump Sum Election, calculated as of the date of Landlord's Lump Sum Election, and taking into account reasonable estimates of the future costs to relet any then vacant portions of the Premises (except to the extent that Tenant has actually paid such costs pursuant to this Section 21) in order to calculate the net rental revenue that Landlord may expect to obtain for the Premises for the balance of the Term.

Landlord's recovery under its Lump Sum Election shall be in addition to Tenant's obligations to pay Base Rent and Additional Rent due and costs incurred prior to the date of Landlord's Lump Sum Election, and in lieu of any Base Rent and Additional Rent which would otherwise have been due under this Section from and after the date of Landlord's Lump Sum Election. The yield to maturity on United States Treasury Notes having a maturity date that is nearest the date that would have been the last day of the Term of this Lease, as reported in the Wall Street Journal or a comparable publication if it ceases to publish such yields, shall be used in calculating present values for purposes of Landlord's Lump Sum Election. For the purposes of this Section, if Landlord makes the Lump Sum Election to recover liquidated damages in accordance with this Section, the total Additional Rent shall be computed based upon Landlord's reasonable estimate of Tenant's Share of Operating Expenses and other Additional Rent for each 12-month period in what would have been the remainder of the Term of this Lease and any part thereof at the end of such remainder of the Term, but in no event less than the amounts therefor payable for the twelve (12) calendar months (or if less than twelve (12) calendar months have elapsed since the date hereof, the partial year) immediately preceding the date of Landlord's Lump Sum Election. Amounts of Tenant's Share of Operating Expenses and any other Additional Rent for any partial year at the beginning of the Term or at the end of what would have been the remainder of the Term shall be prorated.

(vi) Nothing herein contained shall limit or prejudice the right of Landlord, in any bankruptcy or insolvency proceeding, to prove for and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any bankruptcy or insolvency proceedings, or to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law, whether such amount shall be greater or less than the excess referred to above.

(vii) Nothing in this Section 21 shall be deemed to affect the right of either party to indemnifications pursuant to this Lease.

(viii) If Landlord terminates this Lease upon the occurrence of a Default, Tenant will quit and surrender the Premises to Landlord or its agents, and Landlord may, without further notice, enter upon, re-enter and repossess the Premises by summary proceedings, ejectment or otherwise. The words "enter", "re-enter", and "re-entry" are not restricted to their technical legal meanings.

(ix) If Tenant shall be in default in the observance or performance of any provision of this Lease, and an action shall be brought for the enforcement thereof in which it shall be determined that Tenant was in default, Tenant shall pay to Landlord all reasonable, out of pocket fees, costs and other expenses which may become payable as a result thereof or in connection therewith, including reasonable attorneys' fees and expenses.

(x) If default by Tenant shall occur in the keeping, observance or performance of any covenant, agreement, term, provision or condition herein contained, Landlord, without thereby waiving such default, may perform the same for the account and at the expense of Tenant (a) immediately or at any time thereafter and with only such notice, if any, as may be practicable under the circumstances in the case of an emergency or in case such default will result in a violation of any legal or insurance requirements, or in the imposition of any lien against all or any portion of the Premises or the Project not discharged, released or bonded over to Landlord's satisfaction by Tenant within the time period required pursuant to Section 15 of this Lease, and (b) in any other case if such default continues after any applicable notice and cure period provided in Section 20. All reasonable costs and expenses incurred by Landlord in connection with any such performance by it for the account of Tenant and also all reasonable costs and expenses, including attorneys' fees and disbursements incurred by Landlord in any action or proceeding (including any summary dispossession proceeding) brought by Landlord to enforce any obligation of Tenant under this Lease and/or right of Landlord in or to the Premises, shall be paid by Tenant to Landlord within 10 days after demand.

(xi) Independent of the exercise of any other remedy of Landlord hereunder or under applicable law, Landlord may conduct an environmental test of the Premises as generally described in Section 30(d).

(xii) Landlord shall have the right to suspend the performance of Landlord's Work (and each day of such suspension shall constitute a Tenant Delay).

(xiii) In the event that Tenant is in breach or Default under this Lease, whether or not Landlord exercises its right to terminate or any other remedy, Tenant shall reimburse Landlord upon demand for any out of pocket costs and expenses that Landlord may incur in connection with any such breach or Default, as provided in this Section 21(c). Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability, including without limitation, legal fees and costs Landlord shall incur if Landlord shall become or be made a party to any claim or action instituted by Tenant against any third party, by any third party against Tenant or by or against any person holding any interest under or using the Premises by license of or agreement with Tenant.

Except as otherwise provided in this Section 21, no right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other legal or equitable right or remedy given hereunder, or now or hereafter existing. No waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressly so made in writing by Landlord expressly waiving such provision. Landlord shall be entitled, to the extent permitted by law, to seek injunctive relief in case of the violation, or attempted or threatened violation, of any provision of this Lease, or to seek a decree compelling observance or performance of any provision of this Lease, or to seek any other legal or equitable remedy.

## 22. **Assignment and Subletting.**

(a) **General Prohibition.** Without Landlord's prior written consent, which shall not be unreasonably withheld, subject to and on the conditions described in this Section 22, Tenant shall not, directly or indirectly, voluntarily or by operation of law, assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license

within the Premises, and any attempt to do any of the foregoing shall be void and of no effect. If Tenant is a corporation, partnership or limited liability company, the shares or other ownership interests thereof which are not actively traded upon a stock exchange or in the over-the-counter market, a transfer or series of transfers whereby 50% or more of the issued and outstanding shares or other ownership interests of such corporation are, or voting control is, transferred (but excepting transfers upon deaths of individual owners) from a person or persons or entity or entities that were owners thereof as of the Effective Date to persons or entities who were not owners of shares or other ownership interests of the corporation, partnership or limited liability company as of the Effective Date, shall be deemed an assignment of this Lease requiring the consent of Landlord as provided in this Section 22. Notwithstanding the foregoing, Tenant shall have the right to (x) obtain financing from institutional or individual investors (including venture capital funding and corporate partners) which regularly invest in private biotechnology companies, (y) undergo a public offering, or (z) if Tenant is a public company, transfer shares of Tenant effected through any recognized exchange or through the "over the counter" market, any of which results in a change in control of Tenant without such change of control constituting an assignment under this Section 22 requiring Landlord consent, provided that (i) Tenant notifies Landlord in writing of the financing at least 10 business days prior to the closing of the financing, and (ii) provided that in no event shall such financing result in a change in use of the Premises from the use contemplated by Tenant at the commencement of the Term.

(b) **Permitted Transfers.** If Tenant desires to assign, sublease, hypothecate or otherwise transfer this Lease or sublet the Premises other than pursuant to a Permitted Assignment (as defined below), then at least 15 business days, but not more than 45 business days, before the date Tenant desires the assignment or sublease to be effective (the "**Assignment Date**"), Tenant shall give Landlord a notice (the "**Assignment Notice**") containing such information about the proposed assignee or sublessee, including the proposed use of the Premises and any Hazardous Materials proposed to be used, stored handled, treated, generated in or released or disposed of from the Premises, the Assignment Date, any relationship between Tenant and the proposed assignee or sublessee, and all material terms and conditions of the proposed assignment or sublease, including a copy of any proposed assignment or sublease in its final form, and such other information as Landlord may deem reasonably necessary or appropriate to its consideration whether to grant its consent. Landlord may, by giving written notice to Tenant within 15 business days after receipt of the Assignment Notice: (i) grant such consent, (ii) refuse such consent, in its reasonable discretion; or (iii) with respect to any assignment or sublease that would result in more than 50% of the Premises being subleased for substantially the remainder of the Term, terminate this Lease with respect to the space described in the Assignment Notice as of the Assignment Date (an "**Assignment Termination**"). If Landlord delivers notice of its election to exercise an Assignment Termination, Tenant shall have the right to withdraw such Assignment Notice by written notice to Landlord of such election within 5 business days after Landlord's notice electing to exercise the Assignment Termination. If Tenant withdraws such Assignment Notice, this Lease shall continue in full force and effect. If Tenant does not withdraw such Assignment Notice, this Lease, and the term and estate herein granted, shall terminate as of the Assignment Date with respect to the space described in such Assignment Notice. No failure of Landlord to exercise any such option to terminate this Lease, or to deliver a timely notice in response to the Assignment Notice, shall be deemed to be Landlord's consent to the proposed assignment, sublease or other transfer. It shall be reasonable for Landlord to withhold its consent, among other reasons, in any of the following instances: (A) the business or financial reputation of the proposed assignee or sublessee, or the business or financial reputation of any of the respective principals or officers thereof, is objectionable in Landlord's reasonable judgment, (B) the proposed assignee or sublessee is engaged in areas of scientific research or other business concerns that are controversial, in Landlord's reasonable judgment, or its proposed use of the Premises will violate any applicable Legal Requirement, (C) the proposed assignee or sublessee is at that time negotiating with Landlord or an affiliate thereof for the lease of other space in the Project, (D) the proposed assignee or sublessee does not have a net worth (determined in accordance with GAAP (as defined below)), as of the date of the Transfer, at least equal to the greater of (x) the net worth of Tenant as of the date of this Lease (based on the financial statements submitted by Tenant to Landlord prior to execution of the Lease), or (y) the net worth of Tenant immediately prior to the Transfer Date (based on the financial statements then most recently submitted by Tenant pursuant to Section 40(c) below or if Tenant is publicly traded, as provided in Tenant's then most recent financial statements filed with the Securities and Exchange Commission), or otherwise lacks the creditworthiness to support the financial obligations it would incur under the proposed assignment or sublease, (E) the proposed assignee or

sublessee is a governmental agency, (F) in Landlord's reasonable judgment, the use of the Premises by the proposed assignee or sublessee would entail any alterations that would lessen the value of the leasehold improvements in the Premises, or would require increased services by Landlord, (G) Landlord has experienced previous defaults by or is in litigation with the proposed assignee or sublessee or (H) the assignment or sublease is prohibited by Landlord's lender. In any event, Landlord shall further have the right to review and approve or disapprove the proposed form of sublease prior to the effective date of any such subletting. If Landlord delivers notice of its election to exercise an Assignment Termination, Tenant shall have the right to withdraw such Assignment Notice by written notice to Landlord of such election within 5 business days after Landlord's notice electing to exercise the Assignment Termination. If Tenant withdraws such Assignment Notice, this Lease shall continue in full force and effect. If Tenant does not withdraw such Assignment Notice, this Lease, and the term and estate herein granted, shall terminate as of the Assignment Date with respect to the space described in such Assignment Notice. No failure of Landlord to exercise any such option to terminate this Lease, or to deliver a timely notice in response to the Assignment Notice, shall be deemed to be Landlord's consent to the proposed assignment, sublease or other transfer. Other than in connection with any Permitted Assignment, Tenant shall pay to Landlord a fee equal to Three Thousand Five Hundred Dollars (\$3,500) in connection with its consideration of any Assignment Notice and/or its preparation or review of any consent documents. Notwithstanding the foregoing, Landlord's consent to an assignment of this Lease or a subletting of any portion of the Premises to any entity controlling, controlled by or under common control with Tenant (a "**Control Permitted Assignment**") shall not be required, provided that Tenant and any assignee or sublessee shall execute a reasonable form of acknowledgment of assignment or sublease, as applicable, reasonably acceptable to Landlord on or before the effective date of the Control Permitted Assignment.

In addition, Tenant shall have the right to assign this Lease, upon 30 days prior written notice to Landlord but without obtaining Landlord's prior written consent, to a corporation or other entity which is a successor-in-interest to Tenant, by way of merger, consolidation or corporate reorganization, or by the purchase of all or substantially all of the assets or the ownership interests of Tenant provided that (i) such merger or consolidation, or such acquisition or assumption, as the case may be, is for a good business purpose and not principally for the purpose of transferring the Lease, and (ii) the net worth (as determined in accordance with generally accepted accounting principles ("**GAAP**")) of the assignee is not less than the greater of the net worth (as determined in accordance with GAAP) of Tenant as of (A) the Commencement Date, or (B) as of the date of Tenant's most current quarterly or annual financial statements, and (iii) such assignee shall agree in writing to assume all of the terms, covenants and conditions of this Lease (a "**Corporate Permitted Assignment**"). Control Permitted Assignments and Corporate Permitted Assignments are hereinafter referred to as "**Permitted Assignments**." Notwithstanding anything to the contrary contained herein and for the avoidance of any doubt, Landlord may not elect to exercise an Assignment Termination in connection with a Permitted Assignment.

(c) **Additional Conditions.** As a condition to any such assignment or subletting, whether or not Landlord's consent is required, Landlord may require:

(i) that any assignee or subtenant agree, in writing at the time of such assignment or subletting, that if Landlord gives such party notice that Tenant is in default under this Lease, such party shall thereafter make all payments otherwise due Tenant directly to Landlord, which payments will be received by Landlord without any liability except to credit such payment against those due under this Lease, and any such third party shall agree to attorn to Landlord or its successors and assigns should this Lease be terminated for any reason; provided, however, in no event shall Landlord or its successors or assigns be obligated to accept such attornment; and

(ii) A list of Hazardous Materials, certified by the proposed assignee or sublessee to be true and correct, which the proposed assignee or sublessee intends to use, store, handle, treat, generate in or release or dispose of from the Premises, together with copies of all documents relating to such use, storage, handling, treatment, generation, release or disposal of Hazardous Materials by the proposed assignee or subtenant in the Premises or on the Project, prior to the proposed assignment or subletting, including, without limitation: permits; approvals; reports and correspondence; storage and management plans; plans relating to the installation of any storage

tanks to be installed in or under the Project (provided, said installation of tanks shall only be permitted after Landlord has given its written consent to do so, which consent may be withheld in Landlord's sole and absolute discretion); and all closure plans or any other documents required by any and all federal, state and local Governmental Authorities for any storage tanks installed in, on or under the Project for the closure of any such tanks. Neither Tenant nor any such proposed assignee or subtenant is required, however, to provide Landlord with any portion(s) of the such documents containing information of a proprietary nature which, in and of themselves, do not contain a reference to any Hazardous Materials or hazardous activities.

(d) **No Release of Tenant, Sharing of Excess Rents.** Notwithstanding any assignment or subletting, Tenant and any guarantor or surety of Tenant's obligations under this Lease shall at all times remain fully and primarily responsible and liable for the payment of Rent and for compliance with all of Tenant's other obligations under this Lease. Other than in connection with a Permitted Assignment, if the Rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment plus any bonus or other consideration therefor or incident thereto in any form) exceeds the sum of the rental payable under this Lease, (excluding however, any Rent payable under this Section) and actual and reasonable brokerage fees, legal costs, advertising expenses, free rent or other reasonable concessions and any design or construction fees and tenant improvement costs directly related to and required pursuant to the terms of any such sublease) ("**Excess Rent**"), then Tenant shall be bound and obligated to pay Landlord as Additional Rent hereunder 50% of such Excess Rent within 10 days following receipt thereof by Tenant. If Tenant shall sublet the Premises or any part thereof, Tenant hereby immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Lease, all rent from any such subletting, and Landlord as assignee and as attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this Lease; except that, until the occurrence of a Default, Tenant shall have the right to collect such rent.

(e) **No Waiver.** The consent by Landlord to an assignment or subletting shall not relieve Tenant or any assignees of this Lease or any sublessees of the Premises from obtaining the consent of Landlord to any further assignment or subletting nor shall it release Tenant or any assignee or sublessee of Tenant from full and primary liability under this Lease. The acceptance of Rent hereunder, or the acceptance of performance of any other term, covenant, or condition thereof, from any other person or entity shall not be deemed to be a waiver of any of the provisions of this Lease or a consent to any subletting, assignment or other transfer of the Premises.

(f) **Prior Conduct of Proposed Transferee.** Notwithstanding any other provision of this Section 22, if (i) the proposed assignee or sublessee of Tenant has been required by any prior landlord, lender or Governmental Authority to take remedial action in connection with Hazardous Materials contaminating a property, where the contamination resulted from such party's action or use of the property in question, (ii) the proposed assignee or sublessee is subject to an enforcement order issued by any Governmental Authority in connection with the use, storage, handling, treatment, generation, release or disposal of Hazardous Materials (including, without limitation, any order related to the failure to make a required reporting to any Governmental Authority), or (iii) because of the existence of a pre-existing environmental condition in the vicinity of or underlying the Project, the risk that Landlord would be targeted as a responsible party in connection with the remediation of such pre-existing environmental condition would be materially increased or exacerbated by the proposed use of Hazardous Materials by such proposed assignee or sublessee, Landlord shall have the absolute right to refuse to consent to any assignment or subletting to any such party.

23. **Estoppel Certificate.** Tenant shall, within 10 business days of written notice from Landlord, execute, acknowledge and deliver a statement in writing in any form reasonably requested by a proposed lender or purchaser, (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the dates to which the rental and other charges are paid in advance, if any, (ii) acknowledging, to the best of Tenant's knowledge, that there are not any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) setting forth such further

information with respect to the status of this Lease or the Premises as may be reasonably requested thereon. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Tenant's failure to deliver such statement within such time shall, at the option of Landlord, be conclusive upon Tenant that this Lease is in full force and effect and without modification except as may be represented by Landlord in any certificate prepared by Landlord and delivered to Tenant for execution.

24. **Quiet Enjoyment.** So long as Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord.

25. **Prorations.** All prorations required or permitted to be made hereunder shall be made on the basis of a 360 day year and 30 day months.

26. **Rules and Regulations.** Tenant shall, at all times during the Term and any extension thereof, comply with all reasonable rules and regulations at any time or from time to time established by Landlord covering use of the Premises and the Project. Such rules and regulations may include, without limitation, reasonable rules and regulations relating to the use of the Project Amenities and/or reasonable rules and regulations which are intended to limit the spread of communicable diseases and/or viruses of any kind or nature that are more virulent than the seasonal flu (collectively, "**Infectious Conditions**"). The current rules and regulations are attached hereto as **Exhibit E**. If there is any conflict between said rules and regulations and other provisions of this Lease, the terms and provisions of this Lease shall control. Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Project and shall not enforce such rules and regulations in a discriminatory manner.

27. **Subordination.** This Lease and Tenant's interest and rights hereunder are hereby made and shall be subject and subordinate at all times to the lien of any Mortgage now existing or hereafter created on or against the Project or the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant; provided, however that so long as there is no Default hereunder, Tenant's right to possession of the Premises shall not be disturbed by the Holder of any such Mortgage. Tenant agrees, at the election of the Holder of any such Mortgage, to attorn to any such Holder. Tenant agrees upon demand to execute, acknowledge and deliver such instruments, confirming such subordination, and such instruments of attornment as shall be requested by any such Holder, provided any such instruments contain appropriate non-disturbance provisions assuring Tenant's quiet enjoyment of the Premises as set forth in Section 24 hereof (and in the event any such separate subordination, non-disturbance, and attornment agreement is executed, such agreement shall control in the event of any conflicts with this Lease). Notwithstanding the foregoing, any such Holder may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such Mortgage without regard to their respective dates of execution, delivery or recording and in that event such Holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such Mortgage and had been assigned to such Holder. The term "**Mortgage**" whenever used in this Lease shall be deemed to include deeds of trust, security assignments, ground leases or other superior leases and any other encumbrances, and any reference to the "**Holder**" of a Mortgage shall be deemed to include the beneficiary under a deed of trust.

28. **Surrender.** Upon the expiration of the Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received, subject to any Alterations or Installations permitted by Landlord to remain in the Premises, free of Hazardous Materials brought upon, kept, used, stored, handled, treated, generated in, or released or disposed of from, the Premises by any person other than a Landlord Party (collectively, "**Tenant HazMat Operations**") and released of all Hazardous Materials Clearances, broom clean, ordinary wear and tear and casualty loss and condemnation covered by Sections 18 and 19 excepted. At least 3 months prior to the surrender of the Premises or such earlier date as Tenant may elect to cease operations at the Premises, Tenant shall

deliver to Landlord a narrative description of the actions proposed (or required by any Governmental Authority) to be taken by Tenant in order to surrender the Premises (including any Installations permitted by Landlord to remain in the Premises) at the expiration or earlier termination of the Term, free from any residual impact from the Tenant HazMat Operations and otherwise released for unrestricted use and occupancy (the "**Decommissioning and HazMat Closure Plan**"). Such Decommissioning and HazMat Closure Plan shall be accompanied by a current listing of (i) all Hazardous Materials licenses and permits held by or on behalf of any Tenant Party with respect to the Premises, and (ii) all Hazardous Materials used, stored, handled, treated, generated, released or disposed of from the Premises, and shall be subject to the review and reasonable approval of Landlord's environmental consultant. Landlord shall use reasonable efforts to cause Landlord's environmental consultant to provide Tenant with comments to or approval of, as the case may be, the Decommissioning and HazMat Closure Plan within a reasonable time after Tenant delivers the Decommissioning and HazMat Closure Plan to Landlord. In connection with the review and approval of the Decommissioning and HazMat Closure Plan, upon the request of Landlord, Tenant shall deliver to Landlord or its consultant such additional non-proprietary information concerning Tenant HazMat Operations as Landlord shall request. On or before such surrender, Tenant shall deliver to Landlord evidence that the approved Decommissioning and HazMat Closure Plan shall have been satisfactorily completed and Landlord shall have the right, subject to reimbursement at Tenant's expense as set forth below, to cause Landlord's environmental consultant to inspect the Premises and perform such additional procedures as may be deemed reasonably necessary to confirm that the Premises are, as of the effective date of such surrender or early termination of this Lease, free from any residual impact from Tenant HazMat Operations. Tenant shall reimburse Landlord, as Additional Rent, for the actual out-of-pocket expense incurred by Landlord for Landlord's environmental consultant to review and approve the Decommissioning and HazMat Closure Plan and to visit the Premises and verify satisfactory completion of the same, which cost shall not exceed \$5,000. Landlord shall have the unrestricted right to deliver such Decommissioning and HazMat Closure Plan and any report by Landlord's environmental consultant with respect to the surrender of the Premises to third parties.

If Tenant shall fail to prepare or submit a Decommissioning and HazMat Closure Plan approved by Landlord, or if Tenant shall fail to complete the approved Decommissioning and HazMat Closure Plan, or if such Decommissioning and HazMat Closure Plan, whether or not approved by Landlord, shall fail to adequately address any residual effect of Tenant HazMat Operations in, on or about the Premises, Landlord shall have the right to take such actions as Landlord may deem reasonable or appropriate to assure that the Premises and the Project are surrendered free from any residual impact from Tenant HazMat Operations, the actual cost of which actions shall be reimbursed by Tenant as Additional Rent, without regard to the limitation set forth in the first paragraph of this Section 28.

Upon the expiration or earlier termination of the Term, Tenant shall immediately return to Landlord all keys and/or access cards to parking, the Building, restrooms or all or any portion of the Premises, Building or Project furnished to or otherwise procured by Tenant. If any such access card or key is lost, Tenant shall pay to Landlord, at Landlord's election, either the cost of replacing such lost access card or key or the cost of reprogramming the access security system in which such access card was used or changing the lock or locks opened by such lost key. Any Tenant's Property, Alterations and other property of Tenant not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and/or disposition of such property. All obligations of Tenant hereunder not fully performed as of the termination of the Term, including the obligations of Tenant under Section 30 hereof, shall survive the expiration or earlier termination of the Term, including, without limitation, indemnity obligations, payment obligations with respect to Rent and obligations concerning the condition and repair of the Premises.

29. **Waiver of Jury Trial.** TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

30. **Environmental Requirements.**

(a) **Prohibition/Compliance/Indemnity.** Tenant shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept, used, stored, handled, treated, generated in or about, or released or disposed of from, the Premises or the Project in violation of applicable Environmental Requirements (as hereinafter defined) by Tenant or any Tenant Party. If Tenant breaches the obligation stated in the preceding sentence, or if the presence of Hazardous Materials in the Premises during the Term or any holding over results in contamination of the Premises, the Project or any adjacent property or if contamination of the Premises, the Project or any adjacent property by Hazardous Materials brought into, kept, used, stored, handled, treated, generated in or about, or released or disposed of from, the Premises by anyone other than Landlord and Landlord's employees, agents and contractors otherwise occurs during the Term or any holding over, Tenant hereby indemnifies and shall defend and hold Landlord, its officers, directors, employees, agents and contractors harmless from any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages and damages based upon diminution in value of the Premises or the Project, or the loss of, or restriction on, use of the Premises or any portion of the Project), expenses (including, without limitation, reasonable attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses (collectively, "**Environmental Claims**") which arise during or after the Term as a result of such breach of Tenant's obligation stated in the preceding sentence or as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, treatment, remedial, removal, or restoration work required by any federal, state or local Governmental Authority because of Hazardous Materials present in the air, soil or ground water above, on, or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Materials on the Premises, the Building, the Project or any adjacent property caused or permitted by Tenant or any Tenant Party results in any contamination of the Premises, the Building, the Project or any adjacent property, Tenant shall promptly take all actions at its sole expense and in accordance with applicable Environmental Requirements as are necessary to return the Premises, the Building, the Project or any adjacent property to the condition existing prior to the time of such contamination, provided that Landlord's approval of such action shall first be obtained, which approval shall not unreasonably be withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises, the Building or the Project. Notwithstanding anything to the contrary contained in Section 28 or this Section 30, Tenant shall not be responsible for, and the indemnification and hold harmless obligations set forth in this paragraph shall not apply to (i) contamination in the Premises which Tenant can prove to Landlord's reasonable satisfaction existed in the Premises prior to the Landlord Work Completion Date, (ii) the presence of any Hazardous Materials in the Premises which Tenant can prove to Landlord's reasonable satisfaction migrated from outside the Premises into the Premises, or (iii) contamination caused by Landlord or any Landlord's employees, agents and contractors, unless in any case, the presence of such Hazardous Materials (x) is the result of a breach by Tenant of any of its obligations under this Lease, or (y) was caused, contributed to or exacerbated by Tenant or any Tenant Party.

(b) **Business.** Landlord acknowledges that it is not the intent of this Section 30 to prohibit Tenant from using the Premises for the Permitted Use. Tenant may operate its business according to prudent industry practices so long as the use or presence of Hazardous Materials is strictly and properly monitored according to all then applicable Environmental Requirements. As a material inducement to Landlord to allow Tenant to use Hazardous Materials in connection with its business, Tenant agrees to deliver to Landlord prior to the Landlord Work Completion Date a list identifying each type of Hazardous Materials to be brought upon, kept, used, stored, handled, treated, generated on, or released or disposed of from, the Premises and setting forth any and all governmental approvals or permits required in connection with the presence, use, storage, handling, treatment, generation, release or disposal of such Hazardous Materials on or from the Premises ("**Hazardous Materials List**"). Upon Landlord's request, or any time that Tenant is required to deliver a Hazardous Materials List to any Governmental Authority (e.g., the fire department) in connection with Tenant's use or occupancy of the Premises, Tenant shall deliver to Landlord

a copy of such Hazardous Materials List. Tenant shall deliver to Landlord true and correct copies of the following documents (the "**Haz Mat Documents**") relating to the use, storage, handling, treatment, generation, release or disposal of Hazardous Materials prior to the Landlord Work Completion Date, or if unavailable at that time, concurrent with the receipt from or submission to a Governmental Authority: permits; approvals; reports and correspondence; storage and management plans, notice of violations of any Legal Requirements; plans relating to the installation of any storage tanks to be installed in or under the Project (provided, said installation of tanks shall only be permitted after Landlord has given Tenant its written consent to do so, which consent may be withheld in Landlord's sole and absolute discretion); all closure plans or any other documents required by any and all federal, state and local Governmental Authorities for any storage tanks installed in, on or under the Project for the closure of any such tanks; and a Decommissioning and HazMat Closure Plan (to the extent surrender in accordance with Section 28 cannot be accomplished in 3 months). Tenant is not required, however, to provide Landlord with any portion(s) of the Haz Mat Documents containing information of a proprietary nature which, in and of themselves, do not contain a reference to any Hazardous Materials or hazardous activities. It is not the intent of this Section to provide Landlord with information which could be detrimental to Tenant's business should such information become possessed by Tenant's competitors.

(c) **Tenant Representation and Warranty.** Tenant hereby represents and warrants to Landlord that (i) neither Tenant nor any of its legal predecessors has been required by any prior landlord, lender or Governmental Authority at any time to take remedial action in connection with Hazardous Materials contaminating a property which contamination was permitted by Tenant or such predecessor or resulted from Tenant's or such predecessor's action or use of the property in question, and (ii) Tenant is not subject to any enforcement order issued by any Governmental Authority in connection with the use, storage, handling, treatment, generation, release or disposal of Hazardous Materials (including, without limitation, any order related to the failure to make a required reporting to any Governmental Authority). If Landlord reasonably determines that this representation and warranty was not true as of the Effective Date, Landlord shall have the right to terminate this Lease in Landlord's sole and absolute discretion.

(d) **Testing.** Landlord shall have the right to conduct annual tests of the Premises to determine whether any contamination of the Premises or the Project has occurred as a result of Tenant's use. Tenant shall be required to pay the reasonable cost of such annual test of the Premises; provided, however, that if Tenant conducts its own tests of the Premises using third party contractors and test procedures acceptable to Landlord which tests are certified to Landlord, Landlord shall accept such tests in lieu of the annual tests to be paid for by Tenant. In addition, at any time, and from time to time, prior to the expiration or earlier termination of the Term, Landlord shall have the right to conduct appropriate tests of the Premises and the Project to determine if contamination has occurred as a result of Tenant's use of the Premises. In connection with such testing, upon the request of Landlord, Tenant shall deliver to Landlord or its consultant such non-proprietary information concerning the use of Hazardous Materials in or about the Premises by Tenant or any Tenant Party. If contamination has occurred for which Tenant is liable under this Section 30, Tenant shall pay all costs to conduct such tests. If no such contamination is found, Landlord shall pay the costs of such tests (which shall not constitute an Operating Expense). Landlord shall provide Tenant with a copy of all third party, non-confidential reports and tests of the Premises made by or on behalf of Landlord during the Term without representation or warranty and subject to a confidentiality agreement. Tenant shall, at its sole cost and expense, promptly and satisfactorily remediate any environmental conditions identified by such testing which Tenant is responsible for under this Lease in accordance with all Environmental Requirements. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord may have against Tenant.

(e) **Control Areas.** Tenant shall (i) have the use of 100% of the control areas on the fifth floor of the Building and (ii) be allowed to utilize up to its pro rata share of the Hazardous Materials inventory within the control area or zone located on the first floor, as designated by the applicable building code, for chemical use or storage. As used in the preceding sentence, Tenant's pro rata share of any control areas or zones located within Tenant's Premises on the first floor shall be determined based on the rentable square footage that Tenant leases within the applicable control area or zone. For purposes of example only, if a control area or zone contains 10,000 rentable square feet and 2,000 rentable square feet of a

tenant's premises are located within such control area or zone (while such premises as a whole contains 5,000 rentable square feet), the applicable tenant's pro rata share of such control area would be 20%.

(f) **Storage Tanks.** Tenant shall have no right to use or install any underground storage tanks at the Project.

(g) **Tenant's Obligations.** Tenant's obligations under this Section 30 shall survive the expiration or earlier termination of the Lease. During any period of time after the expiration or earlier termination of this Lease required by Tenant or Landlord to complete the removal from the Premises of any Hazardous Materials for which Tenant is responsible under this Lease (including, without limitation, the release and termination of any licenses or permits restricting the use of the Premises and the completion of the approved Decommissioning and HazMat Closure Plan), Tenant shall continue to pay the full Rent in accordance with this Lease for any portion of the Premises not relet by Landlord in Landlord's sole discretion, which Rent shall be prorated daily.

(h) **Definitions.** As used herein, the term "**Environmental Requirements**" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any Governmental Authority regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the Project, or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. As used herein, the term "**Hazardous Materials**" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, or regulated by reason of its impact or potential impact on humans, animals and/or the environment under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "**operator**" of Tenant's "**facility**" and the "**owner**" of all Hazardous Materials brought on the Premises by Tenant or any Tenant Party, and the wastes, by-products, or residues generated, resulting, or produced therefrom.

31. **Tenant's Remedies/Limitation of Liability.** Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within 30 days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of 30 days, then after such period of time as is reasonably necessary). Upon any default by Landlord, Tenant shall give notice by registered or certified mail to any Holder of a Mortgage covering the Premises and to any landlord of any lease of property in or on which the Premises are located and Tenant shall offer such Holder and/or landlord a reasonable opportunity to cure the default, including time to obtain possession of the Project by power of sale or a judicial action if such should prove necessary to effect a cure; provided Landlord shall have furnished to Tenant in writing the names and addresses of all such persons who are to receive such notices. All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder.

Notwithstanding the foregoing, if any claimed Landlord default hereunder will materially and adversely affect Tenant's ability to conduct its business in the Premises (a "**Landlord Default**"), Tenant shall, as soon as reasonably possible, but in any event within 3 business days of obtaining knowledge of such claimed Landlord Default, give Landlord written notice of such claim which notice shall specifically state that a Landlord Default exists and telephonic notice to Tenant's principal contact with Landlord. Landlord shall then have 3 business days to commence cure of such claimed Landlord Default and shall diligently prosecute such cure to completion. If Landlord fails to commence cure of any claimed Landlord Default as provided above, Tenant may commence and prosecute such cure to completion provided that it does not affect any Building Systems affecting other tenants, the Building structure or Common Areas, and shall be entitled to recover the costs of such cure (but not any consequential or other damages) from Landlord by way of reimbursement from Landlord with no right to offset against Rent, to the extent of Landlord's obligation to cure such claimed Landlord Default hereunder, subject to the limitations set forth

in this Lease. Subject to the terms of this paragraph, (a) Landlord shall have the right not to reimburse Tenant as provided for in the preceding sentence and instead dispute Tenant's entitlement to reimbursement, Tenant's right to perform such repairs and/or maintenance and/or the amount being requested by Tenant, and (b) if such claimed Landlord Default is not a default by Landlord hereunder, Landlord shall be entitled to recover from Tenant, as Additional Rent, any costs incurred by Landlord in connection with such cure in excess of the costs, if any, that Landlord would otherwise have been liable to pay hereunder. If Landlord elects, in the exercise of its good faith reasonable discretion, to dispute any of the foregoing matters, Landlord shall notify Tenant in writing of the nature of such dispute within 30 days after receipt of Tenant's written request for reimbursement. Landlord and Tenant shall meet and discuss the dispute and if Landlord and Tenant fail to reach a resolution of the dispute within 15 days after their meeting, the dispute shall be resolved by arbitration by a single arbitrator with the qualifications and experience appropriate to resolve the matter and appointed pursuant to and acting in accordance with the rules of the American Arbitration Association. If the arbitrator decides in favor of Tenant, then Landlord shall promptly pay the amount of any award to Tenant. If either party is determined by the arbitrator to be the prevailing party, then such party shall be entitled to have its reasonable attorneys' fees and costs in connection with such arbitration paid by the other party. If Landlord has not paid to Tenant in full the amount of any such award plus any attorneys' fees and costs awarded by the arbitrator within 30 days of the date of the arbitrator's decision, and so long as Tenant is not in Default under this Lease beyond applicable notice and cure periods, then Tenant shall have the right to set off against the next monthly payments of Base Rent the amount of the award.

All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. The term "**Landlord**" in this Lease shall mean only the owner for the time being of the Premises. Upon the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Term upon each new owner for the duration of such owner's ownership.

32. **Inspection and Access.** Landlord and Landlord's representatives may enter the Premises during business hours on not less than 48 hours advance written notice (except in the case of emergencies in which case no such notice shall be required and such entry may be at any time) for the purpose of effecting any such repairs, inspecting the Premises, showing the Premises to prospective purchasers and, during the last year of the Term, to prospective tenants or for any other business purpose. Landlord may erect a suitable sign on the Premises stating that the Project is available for sale, or in the last 12 months of the Term, that the Premises are available to let. Landlord shall use reasonable efforts to minimize interference with Tenant's business operations at the Premises in connection with its entry into the Premises under this Section 32. Landlord may grant and amend easements, make public dedications, designate Common Areas and create and amend restrictions on or about the Premises, provided that no such easement, dedication, designation or restriction materially, adversely affects Tenant's use or occupancy of the Premises for the Permitted Use or Tenant's access to the Premises. At Landlord's request, Tenant shall execute such instruments as may be necessary for such easements, dedications or restrictions. Tenant shall at all times, except in the case of emergencies, have the right to escort Landlord or its agents, representatives, contractors or guests while the same are in the Premises, provided such escort does not materially and adversely affect Landlord's access rights hereunder. Landlord shall use reasonable efforts to comply with Tenant's reasonable security, confidentiality and safety requirements with respect to entering restricted portions of the Premises; provided, however, that Tenant has notified Landlord of such security, confidentiality and safety requirements reasonably prior to Landlord's entry into the Premises and provided further that in no event shall Tenant bar or prohibit access by Landlord and its employees, agents and contractors for the performance of the obligations of Landlord or the exercise of the rights of Landlord under this Lease.

33. **Security.** Landlord shall, as part of Operating Expenses, engage one or more third party vendors selected by Landlord to provide security services with respect to the Common Areas of the Project (including the parking garage located at the Project). Tenant acknowledges and agrees that security devices and services while intended to deter crime may not in given instances prevent theft or other criminal acts and that Landlord is not providing any security services with respect to the Premises. Tenant agrees

that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises. Tenant shall be solely responsible for the personal safety of Tenant's officers, employees, agents, contractors, guests and invitees while any such person is in, on or about the Premises and/or the Project. Tenant shall at Tenant's cost obtain insurance coverage to the extent Tenant desires protection against such criminal acts.

Subject to the terms of this Lease, including, without limitation, Tenant's compliance with the terms of Section 12, Tenant, at Tenant's sole cost and expense, shall have the right to install and maintain a Building access control system for the Premises, or security system serving the Premises ("**Tenant's Security System**"), subject to the following conditions: (i) Tenant's plans and specifications for the proposed location of Tenant's Security System and Tenant's protocol for the operation of Tenant's Security System shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant shall coordinate the installation and operation of Tenant's Security System with Landlord to assure that Tenant's Security System may be compatible with the Building's systems and equipment; (ii) Landlord shall be provided codes and/or access cards, as applicable, and means of immediate access to fully exercise all of its entry rights under the Lease with respect to the Premises; and (iii) Tenant shall be solely responsible, at Tenant's sole cost and expense, for the monitoring, operation and removal of Tenant's Security System. Landlord shall cooperate with Tenant to cause the Tenant's Security System to be integrated into the security system for the Building such that Tenant's employees may utilize Tenant's key cards to access the Building and the Premises. Upon the expiration or earlier termination of this Lease, unless otherwise approved by Landlord, Tenant shall remove Tenant's Security System. All costs and expenses associated with the removal of Tenant's Security System and the repair of any damage to the Premises and the Building resulting from the installation and/or removal of same shall be borne solely by Tenant.

34. **Force Majeure.** Neither party shall be responsible or liable for delays in the performance of its obligations hereunder when caused by, related to, or arising out of acts of God, strikes, lockouts, or other labor disputes, embargoes, quarantines, weather, national, regional, or local disasters, calamities, or catastrophes, inability to obtain labor or materials (or reasonable substitutes therefor) at reasonable costs or failure of, or inability to obtain, utilities necessary for performance, governmental restrictions, orders, limitations, regulations, or controls, national emergencies, delay in issuance or revocation of permits, enemy or hostile governmental action, terrorism, insurrection, riots, civil disturbance or commotion, fire or other casualty, and other causes or events beyond the reasonable control of the parties ("**Force Majeure**"). Notwithstanding anything to the contrary contained in this Lease, in no event shall any payment obligations of Tenant (or Landlord with respect to its obligation to fund Landlord's Work) be delayed, abated, excused or reduced by Force Majeure.

35. **Brokers.** Landlord and Tenant each represents and warrants that it has not dealt with any broker, agent or other person (collectively, "**Broker**") in connection with this transaction and that no Broker brought about this transaction, other than CBRE, Inc. and JLL. Landlord and Tenant each hereby agree to indemnify and hold the other harmless from and against any claims by any Broker, other than the brokers, if any, names in this Section 35, claiming a commission or other form of compensation by virtue of having dealt with Tenant or Landlord, as applicable, with regard to this leasing transaction. Landlord shall be responsible for all commissions due to CBRE, Inc. and JLL arising out of the execution of this Lease in accordance with the terms of a separate written agreement between such parties and Landlord.

36. **Limitation on Landlord's Liability.** NOTWITHSTANDING ANYTHING SET FORTH HEREIN OR IN ANY OTHER AGREEMENT BETWEEN LANDLORD AND TENANT TO THE CONTRARY: (A) LANDLORD SHALL NOT BE LIABLE TO TENANT OR ANY OTHER PERSON FOR (AND TENANT AND EACH SUCH OTHER PERSON ASSUME ALL RISK OF) LOSS, DAMAGE OR INJURY, WHETHER ACTUAL OR CONSEQUENTIAL TO: TENANT'S PERSONAL PROPERTY OF EVERY KIND AND DESCRIPTION, INCLUDING, WITHOUT LIMITATION TRADE FIXTURES, EQUIPMENT, INVENTORY, SCIENTIFIC RESEARCH, SCIENTIFIC EXPERIMENTS, LABORATORY ANIMALS, PRODUCT, SPECIMENS, SAMPLES, AND/OR SCIENTIFIC, BUSINESS, ACCOUNTING AND OTHER RECORDS OF EVERY KIND AND DESCRIPTION KEPT AT THE PREMISES AND ANY AND ALL INCOME DERIVED

OR DERIVABLE THEREFROM; (B) THERE SHALL BE NO PERSONAL RECOURSE TO LANDLORD FOR ANY ACT OR OCCURRENCE IN, ON OR ABOUT THE PREMISES OR ARISING IN ANY WAY UNDER THIS LEASE OR ANY OTHER AGREEMENT BETWEEN LANDLORD AND TENANT WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ANY LIABILITY OF LANDLORD HEREUNDER SHALL BE STRICTLY LIMITED SOLELY TO LANDLORD'S INTEREST IN THE PROJECT OR ANY PROCEEDS FROM SALE OR CONDEMNATION THEREOF AND ANY INSURANCE PROCEEDS PAYABLE IN RESPECT OF LANDLORD'S INTEREST IN THE PROJECT OR IN CONNECTION WITH ANY SUCH LOSS; AND (C) IN NO EVENT SHALL ANY PERSONAL LIABILITY BE ASSERTED AGAINST ANY OF LANDLORD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS. UNDER NO CIRCUMSTANCES SHALL LANDLORD OR ANY OF LANDLORD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS BE LIABLE FOR INJURY TO TENANT'S BUSINESS OR FOR ANY LOSS OF INCOME OR PROFIT THEREFROM.

Tenant acknowledges and agrees that measures and/or services implemented at the Project, if any, intended to limit the spread of Infectious Conditions, may not prevent the spread of such Infectious Conditions. Neither Landlord nor any Landlord Indemnified Parties shall have any liability and Tenant waives any claims against Landlord and the Landlord Indemnified Parties with respect to any loss, damage or injury in connection with (x) the implementation, or failure of Landlord or any Landlord Indemnified Parties to implement, any measures and/or services at the Project intended to limit the spread of Infectious Conditions, or (y) the failure of any measures and/or services implemented at the Project, if any, to limit the spread of any Infectious Conditions.

37. **Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in effect to such illegal, invalid or unenforceable clause or provision as shall be legal, valid and enforceable.

38. **Signs; Exterior Appearance.** Tenant shall not, without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion: (i) attach any awnings, exterior lights, decorations, balloons, flags, pennants, banners, painting or other projection to any outside wall of the Project, (ii) use any curtains, blinds, shades or screens other than Landlord's standard window coverings, (iii) coat or otherwise sunscreen the interior or exterior of any windows, (iv) place any bottles, parcels, or other articles on the window sills, (v) place any equipment, furniture or other items of personal property on any exterior balcony, or (vi) paint, affix or exhibit on any part of the Premises or the Project any signs, notices, window or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises. Landlord shall, at its sole cost and expense, provide Tenant with identifying signage on the Building's main lobby directory. Tenant may, at Tenant's sole cost and expense, install suite entry signage, provided, Landlord shall have approval of the size, location and design of such signage. Nothing may be placed on the exterior of corridor walls or corridor doors other than Landlord's standard lettering. The Building lobby directory shall be provided exclusively for the display of the name and location of tenants.

Tenant shall also have the non-exclusive right to display, at Tenant's cost and expense, Tenant's name and logo on the exterior tenant directory sign located at the main entrance of the Building (the "**Building Entrance Sign**"). Tenant shall be entitled to one standard size panel on the Building Entrance Sign. Notwithstanding the foregoing, Tenant acknowledges and agrees that Tenant's signage on the Building Entrance Sign including, without limitation, the size, color and type, shall be subject to Landlord's prior written approval and shall be consistent with Landlord's signage program at the Project and applicable Legal Requirements. Tenant shall be responsible, at Tenant's sole cost and expense, for the maintenance of Tenant's signage on the Building Entrance Sign, for the removal of Tenant's signage on the Building Entrance Sign at the expiration or earlier termination of this Lease and for the repair all damage resulting from such removal. Tenant acknowledges that Landlord shall have the right to include the name and/or logo of Landlord or "Alexandria Real Estate Equities" on the Building Entrance Sign.

39. **Right to Extend Term.** Tenant shall have the right to extend the Term of this Lease upon the following terms and conditions:

(a) **Extension Rights.** Tenant shall have 2 consecutive rights (each, an “**Extension Right**”) to extend the term of this Lease for an additional 5 years each (each, an “**Extension Term**”) on the same terms and conditions as this Lease (other than with respect to Base Rent and the Work Letter) by giving Landlord written notice of its election to exercise each Extension Right at least 12 months prior, and no earlier than 18 months prior, to the expiration of the Base Term of this Lease or the expiration of the prior Extension Term.

Upon the commencement of each Extension Term, Base Rent shall be payable at the Market Rate (as defined below). Base Rent shall thereafter be adjusted on each annual anniversary of the commencement of such Extension Term by a percentage as determined by Landlord and agreed to by Tenant at the time the Market Rate is determined. As used herein, “**Market Rate**” shall mean the then market rental rate for space comparable to the Premises in a building comparable to the Building in the Watertown submarket as determined by Landlord and agreed to by Tenant or determined by arbitration as provided below. Notwithstanding the foregoing, the Market Rate shall in no event be less than the Base Rent payable as of the date immediately preceding the commencement of such Extension Term.

Within 30 days of the delivery to Landlord of Tenant’s written notice of Tenant’s election to exercise an Extension Right, Landlord shall deliver to Tenant Landlord’s determination of the Market Rate and rent escalations for such Extension Term. If, on or before the date which is 210 days prior to the expiration of the Base Term of this Lease or the expiration of any prior Extension Term, as applicable, Tenant has not agreed with Landlord’s determination of the Market Rate and the rent escalations during the Extension Term after negotiating in good faith, Tenant shall be deemed to have elected arbitration as described in Section 39(b) below. Tenant acknowledges and agrees that, if Tenant has elected to exercise the Extension Right by delivering notice to Landlord as required in this Section 39(a), Tenant shall have no right thereafter to rescind or elect not to extend the term of this Lease for the Extension Term.

(b) **Arbitration.**

(i) Within 10 days of Tenant’s notice to Landlord of its election to arbitrate Market Rate and escalations, each party shall deliver to the other a proposal containing the Market Rate and escalations that the submitting party believes to be correct (“**Extension Proposal**”). If either party fails to timely submit an Extension Proposal, the other party’s submitted proposal shall determine the Base Rent and escalations for the Extension Term. If both parties submit Extension Proposals, then Landlord and Tenant shall meet within 7 days after delivery of the last Extension Proposal and make a good faith attempt to mutually appoint a single Arbitrator (as defined below) to determine the Market Rate and escalations. If Landlord and Tenant are unable to agree upon a single Arbitrator, then each shall, by written notice delivered to the other within 10 days after the meeting, select an Arbitrator. If either party fails to timely give notice of its selection for an Arbitrator, the other party’s submitted proposal shall determine the Base Rent for the Extension Term. The 2 Arbitrators so appointed shall, within 5 business days after their appointment, appoint a third Arbitrator. If the 2 Arbitrators so selected cannot agree on the selection of the third Arbitrator within the time above specified, then either party, on behalf of both parties, may request such appointment of such third Arbitrator by application to any state court of general jurisdiction in the jurisdiction in which the Premises are located, upon 10 days prior written notice to the other party of such intent.

(ii) The decision of the Arbitrator(s) shall be made within 30 days after the appointment of a single Arbitrator or the third Arbitrator, as applicable. The decision of the single Arbitrator shall be final and binding upon the parties. The average of the two closest Arbitrators in a three Arbitrator panel shall be final and binding upon the parties. Each party shall pay the fees and expenses of the Arbitrator appointed by or on behalf of such party and the fees and expenses of the third Arbitrator shall be borne equally by both parties. If the Market Rate and escalations are not determined by the first day of the Extension Term, then Tenant shall pay Landlord Base Rent in an amount equal to the Base Rent in effect immediately prior to the Extension Term and increased by

the Rent Adjustment Percentage until such determination is made. After the determination of the Market Rate and escalations, the parties shall make any necessary adjustments to such payments made by Tenant. Landlord and Tenant shall then execute an amendment recognizing the Market Rate and escalations for the Extension Term.

(iii) An "**Arbitrator**" shall be any person appointed by or on behalf of either party or appointed pursuant to the provisions hereof and: (i) shall be (A) a member of the American Institute of Real Estate Appraisers with not less than 10 years of experience in the appraisal of improved office and laboratory real estate in the greater Boston metropolitan area, or (B) a licensed commercial real estate broker with not less than 15 years' experience representing landlords and/or tenants in the leasing of high tech or life sciences space in the greater Boston metropolitan area, (ii) devoting substantially all of their time to professional appraisal or brokerage work, as applicable, at the time of appointment and (iii) be in all respects impartial and disinterested.

(c) **Exceptions.** Notwithstanding anything set forth above to the contrary, the Extension Rights shall not be in effect and Tenant may not exercise the Extension Rights:

(i) during any period of time that Tenant is in Default under any provision of this Lease; or

(ii) if Tenant, and any sublessee or assignee pursuant to a Permitted Assignment, are occupying less than 50% of the Premises in the aggregate both at the time of the exercise of the Extension Right and at the time of the commencement date of the Extension Term; or

(iii) if Tenant has been in Default under any provision of this Lease 3 or more times, whether or not such Defaults have been cured, during the 12 month period immediately prior to the date on which Tenant intends to exercise such Extension Right.

(d) **Rights Personal.** The Extension Rights are personal to Tenant and are not assignable without Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion separate and apart from any consent by Landlord to an assignment of Tenant's interest in this Lease except that they may be assigned in connection with any assignment of this Lease that constitutes a Permitted Assignment of this Lease.

(e) **No Extensions.** The period of time within which the Extension Rights may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise such Extension Rights.

(f) **Termination.** The Extension Rights shall, at Landlord's option, terminate and be of no further force or effect even after Tenant's due and timely exercise of an Extension Right, if, after such exercise, but prior to the commencement date of the Extension Term, (i) Tenant fails to timely cure any Default by Tenant under this Lease; or (ii) Tenant has Defaulted 3 or more times during the period commencing on the date of the exercise of such Extension Right to the date of the commencement of the Extension Term, whether or not such Defaults are cured.

#### 40. **Submarket Amenities.**

(a) **Generally.** Subject to the provisions of this Section 40, ARE-MA Region No. 75, LLC, a Delaware limited liability company ("**AOTC Landlord**"), an affiliate of Landlord, has constructed certain common amenities at the property owned by AOTC Landlord commonly known as Arsenal on the Charles (the "**AOTC Project**"), which may include shared conferencing facilities ("**Shared Conference Facilities**"), a fitness center and/or a restaurant (collectively, the "**AOTC Amenities**") for non-exclusive use by tenants of (i) the AOTC Project, (ii) tenants of the Project, (iii) other affiliates of Landlord, AOTC Landlord and Alexandria Real Estate Equities, Inc. ("**ARE**"), and (iv) any other parties permitted by AOTC Landlord (collectively, "**Users**"). Landlord, AOTC Landlord, ARE, and all affiliates of Landlord, AOTC Landlord and ARE may be referred to collectively herein as the "**ARE Parties**." Notwithstanding anything to the contrary

contained herein, Tenant acknowledges and agrees that AOTC Landlord shall have the right, at the sole discretion of AOTC Landlord, to construct any AOTC Amenities desired by AOTC Landlord at the AOTC Project but not make all or a portion of such AOTC Amenities available for use by some or all currently contemplated Users. AOTC Landlord shall have the sole right to determine all matters related to the AOTC Amenities including, without limitation, relating to the type, design and construction thereof. Tenant acknowledges and agrees that Landlord has not made any representations or warranties regarding the development of any of the AOTC Amenities and that Tenant is not entering into this Lease relying on the construction and completion of the AOTC Amenities or with an expectation that the AOTC Amenities will ever be constructed and/or made available to Tenant.

(b) **License.** Commencing on the later of (a) the Landlord Work Completion Date or (b) date that all or a portion of the AOTC Amenities are made available for use by Users (the "**Amenities Commencement Date**"), and so long as the AOTC Project and the Project continue to be owned by affiliates of ARE, Tenant shall have the non-exclusive right to the use of the available AOTC Amenities in common with other Users pursuant to the terms of this Section 40. To the extent that the AOTC Amenities include a fitness center, fitness center passes shall be issued to Tenant for all full time employees of Tenant employed at the Premises.

(c) **Operating Expenses.** As used in this Lease, "**AOTC Amenities Operating Expenses**" shall mean all costs and expenses of any kind or description whatsoever incurred or accrued each calendar year with respect to the AOTC Amenities (including, without limitation, subsidies which AOTC Landlord or its affiliates may provide in connection with the AOTC Amenities), not including costs or expenses in connection with the design or construction of the AOTC Amenities or the cost of correcting defects in the construction of the AOTC Amenities. The AOTC Amenities Operating Expenses shall be subject to the exclusions set forth in **Exhibit G**. The "**Project Amenities Share**" shall mean the Project's share of the AOTC Amenities Operating Expenses, which shall be allocated as reasonably determined by the AOTC Landlord between and among the AOTC Project, the Project and any other projects owned or operated by ARE Parties leased in whole or in part to Users granted the right under their respective leases (or other applicable occupancy agreement(s)) to all or portion of the AOTC Amenities. In no event shall the Project Amenities Share include any AOTC Amenities Operating Expenses for any AOTC Amenities that are not made available for use by Tenant.

Notwithstanding the foregoing, commencing on the Rent Commencement Date through the expiration of the first full calendar year following the Rent Commencement Date, Tenant shall not be responsible for AOTC Amenities Operating Expenses in excess of \$1.00 per rentable square foot of the Premises per year (the "**Cap Amount**"). The Cap Amount shall increase on each January 1<sup>st</sup> thereafter during the Base Term by multiplying the Cap Amount applicable during the immediately preceding calendar year by 3% and adding the resulting amount to the Cap Amount applicable during the immediately preceding calendar year. Tenant shall pay their full share of the AOTC Amenities Operating Expenses during any Extension Term.

(d) **Shared Conference Facilities.** Use by Tenant of the Shared Conference Facilities shall be in common with other users with scheduling procedures reasonably determined by AOTC Landlord or AOTC Landlord's then designated event operator ("**Conferencing Operator**"). Tenant's use of the Shared Conference Facilities shall be subject to the payment by Tenant of a fee, which shall be payable as directed by AOTC Landlord to either AOTC Landlord or Conferencing Operator, equal to the quoted rates for the usage of the Shared Conference Facilities in effect at the time of Tenant's scheduling.

(e) **Rules and Regulations.** Tenant shall be solely responsible for paying the cost of any and all ancillary services (e.g., audio visual equipment) provided to Tenant, and the cost of any and all goods and services provided to Tenant by any food services operators and/or any third party vendors at the AOTC Project. Tenant shall use the AOTC Amenities (including, without limitation, the Shared Conference Facilities) in compliance with all applicable Legal Requirements and any rules and regulations imposed by AOTC Landlord or Landlord from time to time and in a manner that will not interfere with the rights of other Users, which rules and regulations shall be enacted and enforced in a non-discriminatory manner and may include, (i) the required use by Users of one or more food and beverage operators designated by AOTC

Landlord, (ii) usage of and compliance with reservations systems governing the use of Shared Conference Facilities and other facilities, (iii) the payment of additional costs in connection with the after-hours usage of shared conference rooms and other facilities, and (iv) access card entry requirements. The use of the AOTC Amenities other than the Shared Conference Facilities by employees of Tenant shall be in accordance with the terms and conditions of the standard licenses, indemnification and waiver agreements required by AOTC Landlord or the operator of the AOTC Amenities to be executed by all persons wishing to use such AOTC Amenities. Neither the AOTC Landlord nor Landlord (nor, if applicable, any other affiliate of Landlord) shall have any liability or obligation for the breach of any rules or regulations by other Users with respect to the AOTC Amenities. Tenant shall not make any alterations, additions, or improvements of any kind to the Shared Conference Facilities, the AOTC Amenities or the AOTC Project.

Tenant acknowledges and agrees that the AOTC Landlord shall have the right at any time and from time to time to reconfigure, relocate, modify or remove any of the AOTC Amenities at the AOTC Project and/or to revise, expand or discontinue any of the services (if any) provided in connection with the AOTC Amenities.

(f) **Waiver of Liability and Indemnification.** Tenant warrants that it will use reasonable care to prevent damage to property and injury to persons while using any AOTC Amenities at the AOTC Project. Tenant acknowledges and agrees that the indemnity and waivers set forth in Section 16 of this Lease shall apply with respect Landlord, ARE and the Landlord Indemnified Parties in connection with (i) the use of the AOTC Amenities by Tenant or any Tenant Parties, and (ii) any entry by Tenant and/or any Tenant Parties onto the AOTC Project. The provisions of this Section 40(f) shall survive the expiration or earlier termination of this Lease.

(g) **Insurance.** As of the Amenities Commencement Date, Tenant shall cause AOTC Landlord to be named as an additional insured under the commercial general liability policy of insurance that Tenant is required to maintain pursuant to Section 17 of this Lease.

#### 41. **Miscellaneous.**

(a) **Notices.** All notices or other communications between the parties shall be in writing and shall be deemed duly given upon delivery or refusal to accept delivery by the addressee thereof if delivered in person, or upon actual receipt if delivered by reputable overnight guaranty courier, addressed and sent to the parties at their addresses set forth above. Landlord and Tenant may from time to time by written notice to the other designate another address for receipt of future notices.

(b) **Joint and Several Liability.** If and when included within the term "**Tenant**," as used in this instrument, there is more than one person or entity, each shall be jointly and severally liable for the obligations of Tenant.

(c) **Financial Information.** Tenant shall furnish Landlord with true and complete copies of (i) Tenant's most recent unaudited (or if available, audited) annual financial statements within 180 days of the end of each of Tenant's fiscal years during the Term, (ii) Tenant's most recent unaudited quarterly financial statements within 45 days of the end of each of Tenant's first three fiscal quarters of each of Tenant's fiscal years during the Term, (iii) at Landlord's request from time to time, updated business plans, including cash flow projections and/or pro forma balance sheets and income statements, all of which shall be treated by Landlord as confidential information belonging to Tenant, (iv) corporate brochures and/or profiles prepared by Tenant for prospective investors, and (v) any other financial information or summaries that Tenant typically provides to its lenders or shareholders. If the stock of Tenant is publicly traded on a recognized national exchange, then Tenant's filing of quarterly and annual financial statements with the SEC shall be deemed to satisfy Tenant's obligations to deliver financial statements under this Section. Landlord shall treat Tenant's financial information as confidential information belonging to Tenant and will not disclose the same other than on a need-to-know basis to Landlord's affiliates, legal, financial or tax advisors, consultants, potential lenders and potential purchasers and as required by Legal Requirements.

(d) **Recordation.** This Lease shall not be filed by or on behalf of Tenant in any public record. Notwithstanding the foregoing, upon Tenant's request and at Tenant's sole cost and expense, Landlord shall execute and notarize a memorandum of lease prepared by Tenant which memorandum shall contain only the following information and any other additional information that may be required by applicable law: (i) the names of the parties to this Lease, (ii) description of the Premises and the Project, and (iii) the Term. Tenant shall file such memorandum of lease, at Tenant's sole cost. If Tenant fails, after written request from Landlord, to record a termination of the memorandum on the expiration or earlier termination of this Lease, Tenant shall be responsible for any damages suffered by Landlord (from any cause including, without limitation, resulting from any indemnities or certifications which may be made by Landlord in favor of third parties). Nothing contained in this Lease is intended to prohibit Tenant from filing this Lease with the Securities and Exchange Commission ("**SEC**") to the extent that Tenant is required to do so pursuant to applicable SEC requirements. The provisions of this Section 41(d) shall survive the expiration or earlier termination of this Lease.

(e) **Interpretation.** The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(f) **Not Binding Until Executed.** The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Lease by both parties.

(g) **Limitations on Interest.** It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease. If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(h) **Choice of Law.** Construction and interpretation of this Lease shall be governed by the internal laws of the state in which the Premises are located, excluding any principles of conflicts of laws.

(i) **Time.** Time is of the essence as to the performance of Tenant's obligations under this Lease.

(j) **OFAC.** Landlord and Tenant are currently (a) in compliance with and shall at all times during the Term of this Lease remain in compliance with the regulations of the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the "**OFAC Rules**"), (b) not listed on, and shall not during the Term of this Lease be listed on, the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List, which are all maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order, or regulation, and (c) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

(k) **Incorporation by Reference.** All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

(l) **Entire Agreement.** This Lease, including the exhibits attached hereto, constitutes the entire agreement between Landlord and Tenant pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, letters of intent, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth herein.

(m) **No Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Base Rent or any Additional Rent will be other than on account of the earliest stipulated Base Rent and Additional Rent, nor will any endorsement or statement on any check or letter accompanying a check for payment of any Base Rent or Additional Rent be an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy provided in this Lease.

(n) **Landlord's Proprietary Operations.** Tenant acknowledges that Landlord's business operations are proprietary to Landlord or its affiliates. Absent prior written consent from Landlord, Tenant shall hold confidential and will not disclose to third parties, and shall require Tenant Parties to hold confidential and not disclose to third parties, information regarding the systems, controls, equipment, programming, vendors, tenants, and specialized amenities of Landlord or its affiliates. Tenant shall notify Landlord immediately if Tenant becomes aware of any third party contacting Tenant or any Tenant Parties requesting information regarding Landlord's or its affiliates business operations.

(o) **Hazardous Activities.** Notwithstanding any other provision of this Lease, Landlord, for itself and its employees, agents and contractors, reserves the right to refuse to perform any repairs or services in any portion of the Premises which, pursuant to Tenant's routine safety guidelines, practices or custom or prudent industry practices, require any form of protective clothing or equipment other than safety glasses. In any such case, Tenant shall contract with parties who are acceptable to Landlord, in Landlord's reasonable discretion, for all such repairs and services, and Landlord shall, to the extent required, equitably adjust Tenant's Share of Operating Expenses in respect of such repairs or services to reflect that Landlord is not providing such repairs or services to Tenant.

(p) **Shuttle Services.** As of the Effective Date, Landlord or affiliates of Landlord provide shuttle service between the Project and Harvard Square MBTA Red Line Station (the "**Shuttle Service**") which runs for 4 hours in the morning and 4 hours in the afternoon. During the Term, Tenant and Tenant's employees shall have the right to use the Shuttle Service at no additional charge. Notwithstanding the foregoing, neither Landlord nor any affiliate of Landlord shall be obligated to continue providing the Shuttle Service during the Term or to cause the Shuttle Service to follow any specific route, make any specific stops, or adhere to any specific schedule or hours of operation, unless Landlord is required by the applicable Governmental Authority to provide the Shuttle Service, or to cause the Shuttle Service to follow any specific route, make any specific stops, or adhere to any specific schedule or hours of operation. Commencing on the Rent Commencement Date, Operating Expenses shall include the cost of providing the Shuttle Service (the "**Shuttle Service Costs**"). Tenant acknowledges and agrees that Landlord has not made any representations or warranties regarding the continued availability of the Shuttle Service and that Tenant is not entering into this Lease with an expectation that the Shuttle Service shall continue to be available to Tenant throughout the Term. Upon the termination of the Shuttle Service the Shuttle Service Costs shall not be included in Operating Expenses. Landlord agrees to provide Tenant with not less than 60 days prior written notice of such termination of the Shuttle Service.

Neither Landlord nor any of Landlord's officers, directors, employees, managers, agents or contractors (collectively, the "**Landlord Parties**") shall have any liability to Tenant or any of Tenant's employees for any matters in connection with the Shuttle Services and Landlord (and the Landlord Parties) shall not be liable for any damages arising from any act, omission or neglect of the Shuttle Service operator. Tenant hereby waives all Claims against Landlord (and the Landlord Parties) for losses or damages resulting from any accident or occurrence arising in connection with the Shuttle Services. This limitation of liability shall survive the expiration or earlier termination of this Lease.

(q) **Counterparts.** This Lease may be executed in 2 or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature process complying with the U.S. federal E-SIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Electronic signatures shall be deemed original signatures for purposes of this Lease and all matters related thereto, with such electronic signatures having the same legal effect as original signatures.

(r) **Prevailing Party's Fees.** In the event that either party should bring suit or commence any suit or proceeding related to this Lease against the other party, then all reasonable costs and expenses, including reasonable attorneys' fees and expert fees, incurred by the prevailing party relating to such legal action shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

**TENANT:**

**FOGHORN THERAPEUTICS INC.,**  
a Delaware corporation

By: /s/ Adrian Gottschalk  
Name: Adrian Gottschalk  
Its: President & CEO

I hereby certify that the signature, name, and title above are my signature, name and title

**LANDLORD:**

**ARE-MA REGION NO. 77, LLC,**  
a Delaware limited liability company

By: ARE-MA Region No. 77 MM, LLC,  
a Delaware limited liability company,  
managing member

By: Alexandria Real Estate Equities, L.P.,  
a Delaware limited partnership,  
managing member

By: ARE-QRS Corp.,  
a Maryland corporation,  
general partner

By: /s/ Scott Sherwood  
Name: Scott Sherwood  
Its: VP- Real Estate Legal Affairs

EXHIBIT A TO LEASE

DESCRIPTION OF PREMISES

EXHIBIT A-1 TO LEASE

EARLY OCCUPANCY SPACE

EXHIBIT B TO LEASE

DESCRIPTION OF PROJECT

EXHIBIT C TO LEASE

WORK LETTER



EXHIBIT D TO LEASE

ACKNOWLEDGMENT OF LANDLORD WORK COMPLETION DATE

EXHIBIT E TO LEASE

Rules and Regulations

EXHIBIT F TO LEASE

TENANT'S PERSONAL PROPERTY

EXHIBIT G TO LEASE

OPERATING EXPENSE EXCLUSIONS

EXHIBIT H TO LEASE

LANDLORD'S FF&E



**AGREEMENT FOR TERMINATION OF LEASE  
AND VOLUNTARY SURRENDER OF PREMISES**

This Agreement for Termination of Lease and Voluntary Surrender of Premises (this "**Agreement**") is made and entered into as of June 27, 2025 (the "**Effective Date**"), by and between **ARE-TECH SQUARE, LLC**, a Delaware limited liability company ("**Landlord**"), and **FOGHORN THERAPEUTICS INC.**, a Delaware corporation ("**Tenant**"), with reference to the following:

**RECITALS**

**A.** Pursuant to that certain Lease Agreement dated as of October 23, 2019, as amended by that certain First Amendment to Lease dated as of June 29, 2020 (as amended, the "**Lease**"), Tenant now leases from Landlord certain premises containing approximately 81,441 rentable square feet, consisting of (i) a portion of the lower level designated as Suites 001a and 100b containing approximately 4,265 rentable square feet, (ii) a portion of the 1<sup>st</sup> floor designated as Suites 101a and 101b containing approximately 1,256 rentable square feet, (iii) the entire 6<sup>th</sup> floor designated as Suite 601 containing approximately 18,980 rentable square feet, (iv) the entire 7<sup>th</sup> floor designated as Suite 701 containing approximately 18,980 rentable square feet, (v) the entire 8<sup>th</sup> floor designated as Suite 801 containing approximately 18,980 rentable square feet (the "**Eighth Floor Premises**"), and (vi) the entire 9<sup>th</sup> floor designated as Suite 901 containing approximately 18,980 rentable square feet ("**Ninth Floor Premises**") (collectively, the "**Premises**") in that certain building located at 500 Technology Square, Cambridge, Massachusetts (the "**Building**"), as more particularly described in the Lease. Capitalized terms used herein without definition shall have the meanings defined for such terms in the Lease.

**B.** The Term of the Lease is scheduled to expire on September 30, 2028 (the "**Scheduled Expiration Date**").

**C.** Concurrent with the execution of this Agreement, Tenant and ARE-MA Region No. 77, LLC, an affiliate of Landlord, have executed a new lease (the "**New Lease**") whereby Tenant will relocate from the Premises to certain premises in the building located at 99 Coolidge Avenue, Watertown, Massachusetts (the "**Relocation Premises**").

**D.** The entirety of the Relocation Premises are scheduled to be delivered to Tenant upon the substantial completion of the Tenant Improvements (as defined in the New Lease) in the laboratory portions of the Relocation Premises (the "**New Premises Delivery Date**"), which New Premises Delivery Date is targeted to occur on December 15, 2025.

**E.** Tenant and Merida Biosciences, Inc. ("**Merida**") are parties to that certain Sublease dated May 10, 2024 (the "**Merida Sublease**"), whereby Tenant subleased a portion of the Premises comprised of approximately 16,460 rentable square feet to Merida consisting of (i) a portion of the Eighth Floor Premises consisting of approximately 15,500 rentable square feet, (ii) approximately 885 rentable square feet on the lower level commonly known as Suite 101B and (iii) approximately 75 rentable square feet on the 1<sup>st</sup> floor commonly known as Suite 122C (the "**Merida Subleased Premises**").

**F.** The Merida Sublease is subject to that certain Consent to Sublease by and among Landlord, Tenant and Merida dated as of June 6, 2024 (the "**Merida Sublease Consent**").

**G.** Tenant and Landlord desire, subject to the terms and conditions set forth below, to amend the Lease and accelerate the expiration date of the Term of the Lease.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual promises and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

**1. Termination Date.**

- a. Landlord and Tenant agree, subject to the terms and conditions set forth herein (including Section 1(b) and 1(d)), to accelerate the expiration date of the Term of the Lease with respect to all or the portion of the Premises designated pursuant to Section 1(b) or Section 1(d) below) from the Scheduled Expiration Date to the date (as applicable, a "**Termination Date**") that is the earlier of:
- i. 11:59 p.m. ET on December 31, 2026 (the "**Outside Termination Date**"), and
  - ii. such other date that the Lease terminates with respect to all or any portion of the Premises pursuant to Section 1(b) or Section 1(d) below.
- b. As of the Effective Date, Landlord and Merida are negotiating a lease agreement pursuant to which Merida would lease the Merida Sublease Premises and the balance of the Eighth Floor Premises directly from Landlord (a "**Direct Lease**"). If Landlord and Merida enter into a Direct Lease then, notwithstanding anything to the contrary contained in this Agreement, so long as the Merida Sublease is simultaneously terminated, the Term of the Lease with respect to the Merida Subleased Premises and, if part of the Direct Lease, the balance of the Eighth Floor Premises shall terminate at 11:59 p.m. on the New Premises Delivery Date. If, notwithstanding the good faith efforts of Landlord, Landlord and Merida do not enter into a Direct Lease by December 15, 2025 or the Merida Sublease is not terminated effective as of 11:59 p.m. on the New Premises Delivery Date, then, notwithstanding anything to the contrary contained in this Agreement or the Merida Sublease Consent, the Lease with respect to the Merida Sublease Premises shall continue in effect until the earlier of September 29, 2028 or the earlier termination of the Merida Sublease; subject to the terms of Section 6 below.
- c. Subject to Section 20 below, but otherwise notwithstanding anything to the contrary contained in the Lease, Tenant waives any right to extend the Term of the Lease pursuant to any extension rights contained therein. Subject to compliance with Section 1(b) and 1(d), on reasonable prior notice, Landlord may from time to time designate a Termination Date for any portion(s) of the Premises that is earlier than the Outside Termination Date.
- d. Subject to the terms of Section 1(b), but otherwise notwithstanding anything to the contrary contained in this Agreement, Landlord shall have the ongoing right, effective at any time on or after the later of (i) February 1, 2026 or (ii) 30 days after the New Premises Delivery Date, by delivery of not less than 15 days' advance written notice to Tenant prior to the applicable effective date (each, an "**Accelerated Termination Notice**"), to terminate the Term of the Lease prior to the Outside Termination Date with respect to any portion(s) of the Premises designated by Landlord in such Accelerated Termination Notice, whereupon the Termination Date with respect to such portion(s) of the Premises identified in such Accelerated Termination Notice shall occur on the date specified in such Accelerated Termination Notice.
- 2. Termination.** Notwithstanding anything to the contrary contained in this Agreement, with respect to any given Termination Date, if Tenant does not surrender the applicable portion(s) of the Premises on or before the Termination Date for such portion(s) of the Premises in strict accordance with the terms of Section 4 of this Agreement, the Term of the Lease shall nonetheless terminate on the Termination Date and the holdover provisions of the Lease shall apply.
- 3. Base Rent and Operating Expenses.**
- a. **Ninth Floor Premises.** Notwithstanding anything to the contrary contained in the Lease or herein, with respect to the Ninth Floor Premises only, Tenant shall not be required to pay Base Rent, Operating Expenses, Amortized TI Allowance Rent, Unamortized TI Allowance Rent, Utilities or any other monthly obligations due under the Lease with respect to the Ninth Floor Premises for the period of time commencing on May 1, 2025 through the Termination Date, except for those obligations in connection with the reconciliation of Operating Expenses for the Ninth Floor Premises for the period of January 1, 2025 through April 30, 2025.

- b. **Remaining Premises.** With respect to the remainder of the Premises (being the Premises minus the Ninth Floor Premises) (the "**Remaining Premises**"), Tenant shall be responsible for the payment of all Base Rent, Amortized TI Allowance Rent, Unamortized TI Allowance Rent, Utilities, Operating Expenses, monthly parking charges and any other payment obligations due under the Lease (the "**Monthly Payment Obligations**") with respect to the Remaining Premises through the New Premises Delivery Date; provided, however, that if the New Premises Delivery Date does not occur by December 15, 2025 for any reason other than Tenant Delay or Force Majeure (as such terms are defined in the New Lease) delays, then commencing on December 16, 2025, the Monthly Payment Obligations payable by Tenant with respect to the Remaining Premises shall be reduced to \$115,000.00 per month until the New Premises Delivery Date occurs. For the avoidance of doubt, if the New Premises Delivery Date does not occur by December 15, 2025 due to Tenant Delays and/or Force Majeure, Tenant shall continue to pay the Monthly Payment Obligations as required under the Lease through the New Premises Delivery Date.
- c. **Generally.** Tenant shall not be required to pay Monthly Payment Obligations for any period following the New Premises Delivery Date so long as Tenant surrenders the Premises (or applicable portion thereof) on or before the applicable Termination Date in strict compliance with Section 4 of this Agreement. Following the New Premises Delivery Date, subject to Section 6 below, Tenant shall (i) be required to continue through the Termination Date to maintain only the commercial general liability insurance required to be maintained by Tenant under the Lease, (ii) not have any obligation to repair, replace or maintain any portion of the Premises, except for any repairs, replacements or maintenance required as a result of or in connection with any entry to the Premises by employees, agents, contractors or invitees of Tenant acting under the direction of or in concert with Tenant after the New Premises Delivery Date, and (iii) Tenant's indemnity obligations under Section 16 of the Lease shall not apply with respect to matters occurring after the New Premises Delivery Date, except with respect to liability arising from or in connection with any entry to the Premises by employees, agents, contractors or invitees of Tenant acting under the direction of or in concert with Tenant after the New Premises Delivery Date,.
- 4. Termination and Surrender.** Tenant shall voluntarily surrender the Premises as provided in this Agreement. Tenant agrees to cooperate reasonably with Landlord in all matters, as applicable, relating to surrendering the Premises in accordance with the surrender requirements set forth in the Lease and in the condition required pursuant to the Lease; provided, however, that, notwithstanding anything to the contrary contained in the Lease, Tenant shall not be required (i) to remove or restore the existing Tenant Improvements in the Premises or any other improvements or alterations existing in the Premises as of the Effective Date of this Agreement, (ii) to remove any wires, cables or similar equipment, which Tenant has installed in the Premises or in the risers or plenums of the Building, or (iii) to remove any furniture, fixtures or equipment that Tenant does not intend to relocate to the Relocation Premises. For the avoidance of doubt, except as otherwise expressly provided in the immediately preceding sentence, Tenant shall be required to complete all decommissioning and surrender obligations under the Lease, including without limitation, the Decommissioning and HazMat Closure Plan. After the Termination Date occurs with respect to a portion of the Premises, Tenant shall have no further rights of any kind with respect to such portion of the Premises. Notwithstanding the foregoing, as provided in Section 5 hereof, those provisions of the Lease which, by their terms, survive the termination of the Lease shall survive the surrender of the Premises and termination of the Lease provided for herein.
- 5. No Further Obligations.** Landlord and Tenant each agree that the other is excused following the Termination Date from any further obligations under the Lease with respect to the Premises, excepting only such obligations under the Lease which are, by their terms, intended to survive termination of the Lease (including, without limitation, those obligations in connection with the reconciliation of Operating Expenses pursuant to Section 5 of the Lease, which are intended to survive termination of the Lease) and except as provided for in this Agreement. In addition, nothing herein shall be deemed to limit or terminate any common law or statutory rights Landlord may have with respect to Tenant which were not waived or superseded by the terms of the Lease in connection with any hazardous materials or for violations of any governmental requirements or requirements of applicable law. Except as otherwise expressly set

forth in Section 3 above, nothing herein shall excuse Landlord or Tenant from their obligations under the Lease, as modified by this Agreement, prior to the applicable Termination Date.

**6. Merida Sublease.** The following terms shall apply only if the Lease with respect to the Merida Sublease Premises continues in effect past the New Premises Delivery Date as provided for in Section 1(b):

- a. Tenant represents and warrants that (i) the Merida Subleased Premises was delivered to Merida in the condition required under the Merida Sublease, (ii) to Tenant's knowledge, all Sublandlord's Work (as defined in the Merida Sublease) required under the Merida Sublease has been completed and there are no further improvements or allowance for which Tenant is responsible under the Merida Sublease, (iii) Tenant is holding a Letter of Credit (as defined in the Merida Sublease) under the Merida Sublease in the amount of Three Hundred Seventy Six Thousand Eight Hundred Dollars (\$376,800.00)(the "**Merida Letter of Credit**"), (iv) to Tenant's knowledge, neither Tenant nor Merida is in default under the Sublease nor is Tenant aware of any circumstances which, with the passage of time, the giving of notice, or both, would constitute a default by Tenant or Merida under the Merida Sublease, and (v) the Merida Sublease has not been amended.
- b. Tenant and Landlord each agree to within three (3) business days after the New Premises Delivery Date, to take all action required to assign the Merida Letter of Credit to Landlord. Tenant agrees (i) within three (3) business days after the New Premises Delivery Date, to deliver written notice to Merida directing Merida to pay to Landlord all Rent (as such term is defined in the Merida Sublease) due and payable under the Merida Sublease for any period following the New Premises Delivery Date ("**Sublease Rent**") and to deliver to Landlord copies of all notices delivered to "Sublandlord" under the Merida Sublease, (ii) if Tenant receives Sublease Rent from Merida attributable to any period following the New Premises Delivery Date, Tenant shall deliver the full amount of such Sublease Rent to Landlord within ten (10) business days, (iii) to the extent that Tenant receives any notices from Merida under the Sublease following the New Premises Delivery Date, Tenant shall deliver copies of such notices to Landlord within ten (10) business days, and (iv) not to amend the Merida Sublease without prior written approval from Landlord.
- c. Tenant shall have no liability or obligation to Landlord for any act or omission of Merida or any of its affiliates, employees, agents or invitees under (or in violation of) the Merida Sublease first arising on or after the New Premises Delivery Date.
- d. Tenant shall have no liability or obligation to enforce any rights or remedies it may have under the Merida Sublease and Tenant hereby assigns and transfers to Landlord, effective as of the New Premises Delivery Date, all of Tenant's rights and remedies under the Merida Sublease arising on or after the New Premises Delivery Date, and all of Tenant's rights to enforce and pursue claims related to such rights and remedies.
- e. Landlord agrees to perform Tenant's obligations under the Merida Sublease arising on or after the New Premises Delivery Date, except that Landlord may terminate Merida's rights under the Merida Sublease to use the Ninth Floor Common Area (as such term is defined in the Merida Sublease) any time after December 31, 2025; provided, however, that if Landlord terminates Merida's rights to use the Ninth Floor Common Area, Landlord shall offer Merida an alternative option for use of a glass wash. For the avoidance of doubt (but subject to Section 6(f) below), Tenant is responsible for the compliance of all of Tenant's obligations under the Merida Sublease prior to the New Premises Delivery Date. Tenant hereby indemnifies and agrees to defend, save and hold Landlord harmless from and against Claims brought by Merida against Landlord for breaches or defaults of Tenant under the Merida Sublease prior to the New

Premises Delivery Date (including, without limitation, with respect to any improvements or allowance for which Tenant is responsible under the Merida Sublease), except to the extent related to this Agreement or caused by the willful misconduct or negligence of Landlord or its officers, directors, employees, managers, members, partners, agents, sub-agents, affiliates and lease signatories.

- f. Landlord hereby indemnifies and agrees to defend, save and hold Tenant harmless from and against Claims brought by Merida against Tenant for breaches or defaults of Landlord under the Merida Sublease following the New Premises Delivery Date, by Merida in relation to this Agreement, by Merida in relation to the Direct Lease or any of Landlord's negotiations or discussions with Merida related thereto, except to the extent caused by the willful misconduct or negligence of Tenant or any Tenant Parties.

**7. Personal Property.** Landlord agrees that at Tenant's election (which shall be delivered by Tenant to Landlord within 10 business days following the earlier to occur of (i) the Outside Termination Date, or (ii) Landlord's delivery to Tenant of an Accelerated Termination Notice) Tenant may leave certain furniture, fixtures, or equipment (all as determined by Tenant) in the Premises following the Termination Date (any such furniture, fixtures, or equipment, the "**Handover Property**"). Upon the request by Landlord (delivered after Tenant ceases to occupy the applicable portion of the Premises), Tenant will provide to Landlord an inventory of the Handover Property and/or execute a Bill of Sale and Assignment in the form attached hereto as **Exhibit A** to evidence the transfer of the Handover Property.

**8. Security Deposit.** Landlord and Tenant acknowledge and agree that Landlord currently holds a security deposit under the Lease in the amount of \$1,708,200.00 (the "**Security Deposit**") in the form of a letter of credit. Concurrent with Tenant's delivery of the security deposit required under the New Lease, Landlord and Tenant agree that the Lease is hereby amended to reduce the Security Deposit to \$1,250,000.00 and Tenant shall replace the existing letter of credit with a new or amended letter of credit in the amount of \$1,250,000.00. The Security Deposit shall be returned to Tenant within 90 days of the date that is the earlier of (i) Tenant's completion of the decommissioning and surrender obligations under Section 4 of this Agreement and (ii) February 1, 2026.

**9. Tenant's Notice Address.** Any notice given by Landlord to Tenant following the New Premises Delivery Date may be delivered by (i) reputable overnight courier, or (ii) hand delivery with signature confirming receipt to the following address:

Foghorn Therapeutics Inc.  
99 Coolidge Avenue, Suite 500  
Watertown, MA 02472  
Attention: Lease Administrator

**10. Acknowledgment.** Tenant acknowledges that it has read the provisions of this Agreement, understands them, and is bound by them. Time is of the essence in this Agreement.

**11. No Assignment.** Tenant represents and warrants that, other than the Merida Sublease, Tenant has not assigned, mortgaged, subleased, pledged, encumbered or otherwise transferred any interest in the Lease and that Tenant holds the interest in the Premises as set forth in the Lease as of the date of this Agreement.

**12. No Modification.** This Agreement may not be modified or terminated except in writing signed by all parties.

**13. Successors and Assigns.** The covenants and agreements herein contained shall inure to the benefit and be binding upon the parties and their respective successors and assigns.

**14. Attorneys' Fees.** In the event of a dispute between the parties, the prevailing party shall be entitled to have its reasonable attorneys' fees and costs paid by the other party. Each party shall be

responsible for its own costs and legal fees in connection with the negotiation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

**15. Intentionally Omitted.**

**16. Choice of Law.** Construction and interpretation of this Agreement shall be governed by the internal laws of the state in which the Premises are located, excluding any principles of conflicts of laws.

**17. Opportunity for Consultation.** Each party represents and warrants that such party is entering into this Agreement knowingly and voluntarily and that each party has, or has had the opportunity to, review any and all aspects of this Agreement with the legal, tax or other advisor or advisors of such party's choice prior to executing this Agreement. Each of the parties has had the opportunity to negotiate the terms, conditions and language of this Agreement. The rule of construction that ambiguities are resolved against the drafting party shall not be applied in interpreting this Agreement.

**18. OFAC.** Tenant and, to Tenant's knowledge, its beneficial owners are currently (a) in compliance with and shall at all times during the Term of the Lease remain in compliance with the regulations of the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the "**OFAC Rules**"), (b) not listed on, and shall not during the term of the Lease be listed on, the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List or the Sectoral Sanctions Identifications List, which are all maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order, or regulation, and (c) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

**19. Counterparts.** This Agreement may be executed in 2 or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature process complying with the U.S. federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such electronic signatures having the same legal effect as original signatures.

**20. New Lease Termination.** Landlord and Tenant acknowledge and agree that Tenant has a right to terminate the New Lease if the New Premises Delivery Date has not occurred by December 31, 2026 (the "**Tenant New Lease Termination Right**"). If the New Premises Delivery Date has not occurred by December 31, 2026, and Tenant exercises its Tenant New Lease Termination Right pursuant to Section 2 of the New Lease, then, notwithstanding anything to the contrary contained in this Agreement:

- a. the Lease shall terminate with respect to the Ninth Floor Premises on the Outside Termination Date;
- b. as of January 1, 2027, the Lease with respect to remaining Premises (which, for the avoidance of doubt, if Landlord and Merida have executed a Direct Lease, shall not include the Merida Sublease Premises and, if the balance of the Eighth Floor Premises has been leased to Merida subject to a Direct Lease, the balance of the Eighth Floor Premises) shall continue in effect pursuant to the terms of the Lease unmodified by this Agreement;
- c. commencing on January 1, 2027, the terms of Section 3(b) and 3(c) shall be of no further force or effect and Tenant shall resume paying all Base Rent, Amortized TI Allowance Rent, Unamortized TI Allowance Rent, Utilities, Operating Expenses, monthly parking charges and any other payment obligations due under the Lease as provided under the Lease;

- d. Notwithstanding the Lease continuing in effect pursuant to this Section 20, the terms of Section 3(b) of this Agreement shall apply (including any applicable reduced Monthly Payment Obligations provided for in Section 3(a)) with respect to the period commencing on December 15, 2025, through December 31 2026, and Tenant shall not be required to pay any Base Rent, Amortized TI Allowance Rent, Unamortized TI Allowance Rent, Utilities, Operating Expenses, monthly parking charges and any other payment obligations, that would have been payable under the Lease if Section 3(b) had not been in effect during such period;
- e. The waivers contained in Section 1(c) shall be deemed null and void and Tenant shall retain the benefit of any extension rights in the Lease, subject to the terms thereof.

**[Signatures are on the next page]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**TENANT:**

**FOGHORN THERAPEUTICS INC.**  
a Delaware corporation

By: /s/ Adrian Gottschalk  
Name: Adrian Gottschalk  
Its: President & CEO

X I hereby certify that the signature, name, and title above are my signature, name and title

**LANDLORD:**

**ARE-TECH SQUARE, LLC,**  
a Delaware limited liability company

By: ARE-MA Region No. 31, LLC,  
a Delaware limited liability company,  
managing manager

By: Alexandria Real Estate Equities, L.P.,  
a Delaware limited partnership,  
managing member

By: ARE-QRS Corp.,  
a Maryland corporation,  
general partner

By: /s/ Scott Sherwood  
Name: Scott Sherwood  
Its: VP- Real Estate Legal Affairs

## Exhibit A

Bill of Sale and Assignment

THIS **BILL OF SALE AND ASSIGNMENT** ("**Bill of Sale**") is made as of \_\_\_\_\_, 202\_\_ (the "**Effective Date**"), by **FOGHORN THERAPEUTICS INC.**, a Delaware corporation ("**Tenant**"), to **ARE-TECH SQUARE, LLC**, a Delaware limited liability company ("**Landlord**").

RECITALS

**A.** Landlord and Tenant are now parties to that certain Lease Agreement dated as of October 23, 2019, as amended by that certain First Amendment to Lease dated as of June 29, 2020 (as amended, the "**Lease**"). Pursuant to the Lease, Tenant leases approximately 81,441 rentable square feet (the "**Premises**") in that certain building located at 500 Technology Square, Cambridge, Massachusetts, as more particularly described in the Lease. Capitalized terms used herein without definition shall have the meanings defined for such terms in the Lease.

**B.** Landlord and Tenant have entered into that certain Agreement for Termination of Lease and Voluntary Surrender of Premises dated as of June 27, 2025 (the "**Termination Agreement**"). Consistent with Section 6 of the Termination Agreement, Tenant desires to convey to Landlord all of Tenant's right, title and interest in, to and under the Personal Property (as defined below) located in the Premises and Landlord has agreed to accept such conveyance.

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

1. Unless the context otherwise requires, all capitalized terms used but not otherwise defined herein shall have the respective meanings provided therefor in the Lease or the Termination Agreement, as applicable.
2. Tenant does hereby unconditionally, absolutely, and irrevocably grant, bargain, sell, transfer, assign, convey, set over and deliver unto Landlord on the Effective Date all of Tenant's right, title and interest in and to all furniture, fixtures and equipment described on Schedule 1 attached hereto (collectively, the "**Personal Property**"). Landlord hereby accepts such assignment and conveyance. Tenant shall use reasonable efforts to provide Landlord with the date(s) that Tenant acquired the Personal Property and the purchase price(s) paid by Tenant for the Personal Property.
3. Tenant represents and warrants that its title to the Personal Property is free and clear of all liens, mortgages, pledges, security interests, prior assignments, encumbrances and claims of any nature.
4. The conveyance herein shall be on an "AS-IS, WHERE-IS" basis without representation or warranty of any kind except as expressly set forth herein.
5. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
6. This Bill of Sale and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the internal laws of the state in which the Premises are located, excluding any principles of conflicts of laws.
7. Tenant and Landlord each represent and warrant as of the date hereof that the individual signing this Bill of Sale on behalf such party (as applicable) is authorized to do so.

IN WITNESS WHEREOF, this Bill of Sale was made and executed as of the date first above written.

**TENANT:**

**FOGHORN THERAPEUTICS INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

I hereby certify that the signature, name,  
and title above are my signature, name and title

**LANDLORD:**

**ARE-TECH SQUARE, LLC,**  
a Delaware limited liability company

By: ARE-MA Region No. 31, LLC,  
a Delaware limited liability company,  
managing manager

By: Alexandria Real Estate Equities, L.P.,  
a Delaware limited partnership,  
managing member

By: ARE-QRS Corp.,  
a Maryland corporation,  
general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Schedule 1**  
**Personal Property**

