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

FORM 8-K

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

Date of report (Date of earliest event reported): November 19, 2026

Atea Pharmaceuticals, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-39661**	**46-0574869**
(State or other jurisdiction of incorporation or organization)	**(Commission File Number)**	**(I.R.S. Employer Identification Number)**

225 Franklin Street
Suite 2100
Boston, MA 02110
(Address of principal executive offices) (Zip Code)

(857) 284-8891
(Registrant's telephone number, include area code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

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, $0.001 par value per share	AVIR	The Nasdaq Global Select 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. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On November 19, 2026, Atea Pharmaceuticals, Inc. (the "Company") entered into a lease agreement (the "Lease") with Fort Hill Square 1 Owner LLC ("Landlord") for approximately 9,524 square feet of office space in a building located at One International Place, Boston, Massachusetts (the "Building"). The term of the Lease is 65 months (the "Initial Term") and is expected to commence on January 1, 2027. The Company has a one-time option to extend the Lease for a period of five additional years.

Beginning on the rent commencement date, the base rent during the Initial Term is as follows:

- Year 1: $86.00 per rentable sq. ft.
- Year 2: $87.72 per rentable sq. ft.
- Year 3: $89.47 per rentable sq. ft.
- Year 4: $91.26 per rentable sq. ft.
- Year 5: $93.09 per rentable sq. ft.

In addition to base rent, the Company will be responsible for (i) certain operating expenses specified in the Lease and a proportionate share of real estate taxes incurred by Landlord, and (ii) paying as additional rent, those Landlord's costs, if any, relating to tenant improvements that exceed a specified portion of the tenant improvement allowance provided for under the terms of the Lease.

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 attached as Exhibit 10.1 hereto and incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 is incorporated herein by this reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1*+	Lease Agreement, dated November 19, 2026, between Atea Pharmaceuticals, Inc. and Fort Hill Square 1 Owner LLC.
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document.

* Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.
\+ Annexes, schedules, and certain exhibits have been omitted pursuant to Item 601(a)(5)(b)(2) of Regulation S-K. The Registrant hereby agrees to furnish supplementally a copy of any omitted annex, schedule or exhibit to the SEC upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ATEA PHARMACEUTICALS, INC.

Date: November 25, 2026

By: /s/ Andrea Corcoran

Andrea Corcoran
Chief Financial Officer and Executive Vice President, Legal and Secretary

Exhibit 10.1

CERTAIN INFORMATION MARKED AS [* * *] HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) IS THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL.

EXECUTION COPY

ONE INTERNATIONAL PLACE

Boston, Massachusetts

OFFICE LEASE

ATEA PHARMACEUTICALS, INC.

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EXHIBIT G FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

EXHIBIT H TENANT WORK AND INSURANCE SCHEDULE / CONTRACTOR'S INSURANCE REQUIREMENTS

EXHIBIT I LETTER OF CREDIT REQUIREMENTS

ONE INTERNATIONAL PLACE

Boston, Massachusetts

LEASE dated November 19, 2026 (the "Execution Date")

ARTICLE I

REFERENCE DATA

1.1 SUBJECTS REFERRED TO

Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Article.

LANDLORD:	FORT HILL SQUARE 1 OWNER LLC, a Delaware limited liability company
LANDLORD'S ADDRESS:	c/o PGIM Real Estate 655 Broad Street, Floor 14 Newark, NJ 07102 Attention: PRISA – Asset Management With copies to: PGIM Real Estate 655 Broad Street, Floor 14 Newark, NJ 07102 Attention: Law Department and The Chiofaro Company, Inc. One International Place 46th Floor Boston, Massachusetts 02110 and DLA Piper LLP (US) 33 Arch Street, 26th Floor Boston, Massachusetts 02110 Attention: Geoff Howell, Esq.
TENANT:	Atea Pharmaceuticals, Inc., a Delaware corporation
TENANT'S ORIGINAL ADDRESS:	Atea Pharmaceuticals, Inc. 225 Franklin Street Boston, MA 02110 Attention: Andrea Corcoran and [***]

TENANT'S NOTICE ADDRESS AFTER TERM COMMENCEMENT DATE:

One International Place
Fort Hill Square
Boston, Massachusetts 02110

ESTIMATED TERM COMMENCEMENT DATE:

January 1, 2027.

TERM COMMENCEMENT DATE:

See Section 2.4.

RENT COMMENCEMENT DATE:

See Section 2.5.1.

TERM EXPIRATION DATE:

The last day of the sixtieth (60th) full calendar month following the Rent Commencement Date.

ANNUAL FIXED RENT RATE PER SQUARE FOOT OF RENTABLE FLOOR AREA:

Lease Period	Annual Fixed Rent	Monthly Payment	Rate Per Square Foot of Rentable Floor Area
Term Commencement Date – Month 5	$ 0	$ 0	$ 0
Month 6 – Month 17 (Lease Year 1)	$819,064.00	$68,255.33	$86.00
Month 18 – Month 29 (Lease Year 2)	$835,445.28	$69,620.44	$87.72
Month 30 – Month 41 (Lease Year 3)	$852,154.19	$71,012.85	$89.47
Month 42 – Month 53 (Lease Year 4)	$869,197.27	$72,433.11	$91.26
Month 54 – Month 65 (Lease Year 5)	$886,581.21	$73,881.77	$93.09

As used above, "Lease Year" shall mean each twelve (12) month period beginning on the Rent Commencement Date and on each anniversary thereof, provided that the last Lease Year of the initial Term shall end on the Term Expiration Date set forth above for the initial Term.

BASE YEAR FOR OPERATING EXPENSES:

Calendar year [***].

BASE YEAR FOR TAXES:

Fiscal year [***] (i.e., [***]).

LAND:

The land described on Exhibit A.

BUILDING:	The entire building and all improvements on the Land excluding the retail space on the lower, ground and second levels and excluding the below-grade parking areas. Such building and improvements comprise the South Tower of the International Place Project, and are known as One International Place.
PHASE 1:	All of the improvements on the Land (including the Building, courtyard areas, retail space, and parking areas thereon). The retail space located on the lower, ground and second levels of Phase 1 is referred to herein as the "Retail Space." The below-grade parking areas located in Phase 1 are referred to herein as the "Parking Garage."
PROJECT:	Phase 1 and the improvements consisting of the North Tower office building and appurtenant courtyard and parking areas ("Phase 2"), all known as International Place, a twin office tower complex located in Boston, Massachusetts on the land bounded by Oliver, High and Purchase Streets.
TOTAL RENTABLE FLOOR AREA OF BUILDING:	1,028,345 square feet.
PREMISES:	The space delineated on Exhibit B
RENTABLE FLOOR AREA OF PREMISES:	9,524 square feet located on Floor 32.
PERMITTED USES:	Executive, professional or corporate offices, including ancillary uses thereof, but specifically excluding medical or dental offices, utility company offices, employment agency offices (other than executive or professional search firms), governmental or quasi-governmental offices, an executive suites business, a virtual office, or a similar provider or user of temporary office space, meeting rooms, and/or professional office services on a contract basis. For purposes hereof, uses ancillary to the Permitted Uses shall include executive kitchen and dining facilities for use by the employees and business invitees of the Tenant so long as the same are not made available for use by the general public.
FINISH WORK ALLOWANCE FOR ORIGINAL PREMISES:	[***] per square foot of Rentable Floor Area of Premises [***], as provided in Exhibit C.
SECURITY DEPOSIT:	$750,808.67, in the form of a Letter of Credit in accordance with ARTICLE X
TENANT'S MINIMUM NET WORTH:	Not applicable
GENERAL LIABILITY INSURANCE:	$3,000,000 per occurrence/$5,000,000 aggregate (combined single limit) for property damage, bodily injury or death
LANDLORD'S MANAGING AGENT:	The Chiofaro Company, Inc.
NOTICE ADDRESS FOR LANDLORD'S MANAGING AGENT:	One International Place 7th Floor Fort Hill Square

	Boston, Massachusetts 02110
BROKER:	Colliers, representing Tenant.
ELECTRICITY REIMBURSEMENT:	[***] per square foot of Rentable Floor Area of Premises, subject to Section 2.7
TENANT'S AUTHORIZED REPRESENTATIVE:	Andrea J. Corcoran
LANDLORD'S FINISH WORK REPRESENTATIVE:	David Brunelle

1.2 EXHIBITS

The following is a list of Exhibits attached to this Lease.

Exhibit A. Description of Land.

Exhibit B. Plan of Premises

Exhibit C. Finish Work.

Exhibit D. Landlord's Services.

Exhibit E. Measurement of Rentable Floor Area and Usable Floor Area.

Exhibit F. Form of Tenant Estoppel Certificate.

Exhibit G. Form of Subordination, Non-Disturbance and Attornment Agreement.

Exhibit H. Tenant Work and Insurance Schedule / Contractor's Insurance Requirements.

Exhibit I. Letter of Credit Requirements.

ARTICLE II

PREMISES; TERM; RENT; OPERATING EXPENSES; AND ELECTRICITY

2.1 PREMISES AND EXCLUSIONS

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for the term of this Lease (the "Term"). The Premises exclude common areas and facilities of the Project, including without limitation exterior faces of exterior walls, the common stairways and stairwells, the Retail Space, the Parking Garage, entranceways and the ground floor lobby and courtyard areas, elevators and elevator wells, fan rooms, electric and telephone closets, janitor closets, freight elevator vestibules, and pipes, ducts, conduits, wires and appurtenant fixtures serving other parts of the Project (exclusively or in common) and other common areas and facilities. If the Premises include less than the entire rentable area of any floor, then the Premises also exclude the common corridors, elevator lobby and toilets located on such floor.

This Lease is subject to all easements, restrictions, agreements, and encumbrances of record to the extent in force and applicable to the Project. Landlord represents that none of the easements, restrictions, agreements or encumbrances of record, to which the Lease is subject, unreasonably interfere with the use of the Premises for the Permitted Uses and Tenant shall not be bound by any modifications to the same that prohibit the use of the Premises for the Permitted Uses, generally.

2.2 APPURTENANT RIGHTS

2.2.1 Tenant shall have, as appurtenant to the Premises, rights to use in common (subject to reasonable rules of general applicability to tenants and other users of the Building from time to time made by Landlord of which Tenant is given notice): (a) the common lobbies, corridors, stairways, elevators and loading platform of Phase 1, and the pipes, ducts, conduits, wires and appurtenant meters and equipment serving the Premises in common with others; (b) common driveways and walkways necessary for access to the Building; (c) if the Premises include less than the entire rentable floor area of any floor, the common toilets, corridors and elevator lobby on such floor and serving the Premises; and (d) all other areas or facilities in or about Phase 1 from time to time intended for general use by Tenant, other Building tenants, and Landlord. Tenant and Tenant's employees shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, except in the event of an emergency, subject to Landlord's reasonable security measures.

2.2.2 Parking. Tenant and Landlord shall enter into a Parking Agreement pursuant to which Tenant shall have the right to license, at Tenant's option, at the commencement of each Lease Year, a number of parking passes not to exceed in the aggregate during such Lease Year, [***] parking pass per 4,500 square feet of Rentable Floor Area in the Premises at the prevailing monthly rate (currently $540 per month), as more specifically provided therein. Accordingly, Tenant is entitled to license up to [***] (but not less than one (1)) parking passes per Lease Year and the election of the number of parking passes from time to time during the Term shall be made thirty (30) days prior to the commencement of each Lease Year. In the event that Tenant elects less than the maximum number of parking passes either at the commencement of the Term or in any given Lease Year, the subsequent restoration of such parking passes shall be subject to availability. In addition to the foregoing, Tenant and its clients visiting the Premises shall have the right to utilize, on a first-come, first-served basis, subject to availability and compliance with Building procedures related thereto, those parking spaces in the Garage that are designated for transient and public parking.

2.3 RESERVATIONS

Subject to Section 5.7, Landlord reserves the right from time to time, without unreasonable (except in emergency) interruption of Tenant's use: (a) to install, use, maintain, repair, replace and relocate for service to the Premises and other parts of the Project, or either, pipes, ducts, conduits, wires and appurtenant fixtures, wherever located in the Premises or the Project; provided that no such work shall reduce the square footage of the Rentable Floor Area of the Premises by more than a de minimis extent unless required pursuant to applicable law; and (b) to alter or relocate any other common facility, including without limitation the Retail Space, Parking Garage and lobby and courtyard areas. Installations, replacements and relocations referred to in clause (a) above shall be located as far as practicable in the central core area of the Building, above ceiling surfaces, below floor surfaces or within perimeter walls of the Premises. Landlord shall use commercially reasonable efforts to minimize unreasonable interference with Tenant's use of or access to the Premises during any such entry under this Section 2.3.

2.4 TERM

Landlord estimates that it will deliver the Premises with the Pre-Occupancy Finish Work substantially complete and the Premises in Delivery Condition (as defined in Section 3.3, below) on or before the Estimated Term Commencement Date. Landlord shall use commercially reasonable efforts to cause the Term to begin on or about the Estimated Term Commencement Date. However, in attempting to accomplish the foregoing, Landlord shall not be obligated to exercise any efforts or to expend any sums which are out of the ordinary course of operating Phase 1. Landlord's failure to cause the Term to begin on or about the Estimated Term Commencement Date, for any reason, shall not give rise to any liability of Landlord hereunder, shall not constitute a Landlord's default, shall not affect the validity of this Lease, and shall have no effect on the beginning or end of the Term as otherwise determined hereunder or on Tenant's obligations associated therewith.

Notwithstanding the foregoing, if the Delivery Date has not occurred on or before December 25, 2026 (the "Late Delivery Date") (excluding the period of any delay attributable to any Events of Force Majeure or any delay caused by Tenant or anyone claiming by, through or under Tenant and Events of Force Majeure), then the Annual Fixed Rent otherwise due hereunder shall be abated (commencing on the day immediately following the initial waiver period, as defined below) for one day for each day of such delay in the Delivery Date after the Late Delivery Date (the "Late Delivery Amount"), as Tenant's sole remedy at law, equity, or under this Lease. The Late Delivery Amount shall be treated as liquidated damages for such failure to timely deliver, the parties hereto agreeing that such liquidated damages are a reasonable measure of Tenant's loss and it would be very difficult or impossible to determine the actual loss should Landlord so fail to timely deliver. For the purposes of this paragraph, an "Event of Force Majeure" shall mean a fire or other casualty, act of God, strike or labor dispute, adverse weather, unavailability of materials, delay in transportation, or any other event reasonably beyond Landlord's control.

The Term shall begin at 12:01 a.m. on the earlier to occur of the following (a) or (b), which date shall be the "Term Commencement Date," and shall end at 11:59 p.m. on the Term Expiration Date set forth in Section 1.1:

(a) the date Tenant enters into possession of all or any portion of the Premises for the conduct of its business. (The event described in the prior sentence shall not be deemed to occur by virtue of any entry by Tenant into the Premises for the installation or testing of computers or other equipment or the installation of other property of Tenant in the Premises); or

(b) the Delivery Date (as defined in Section 3.3, below).

Following the Term Commencement Date, Landlord and Tenant shall execute, acknowledge and deliver an agreement, in recordable form, stating the date on which the Term Commencement Date and the Delivery Date occurred and stating the Term Expiration Date.

2.4.1 Extension Option. Tenant shall have one (1) option (the "Extension Option") to extend the Term for a five-year extension term ("Extension Term"). Any extension of the Term shall be applicable to the entire Premises. If Tenant fails timely to exercise the Extension Option, Tenant shall have no further extension rights hereunder. Annual Fixed Rent for the Extension Term shall be paid in accordance with the terms and conditions of Section 2.5 at an Annual Fixed Rent Rate equal to the Extension Rent Rate set forth in Section 2.5.3. Except as expressly set forth in this Section 2.4.1, Tenant's lease of the Premises during the Extension Term shall be on all of the terms and conditions of this Lease in effect immediately prior to the extension (except that Tenant shall have no further option to extend the Term after the end of the Extension Term).

Tenant's Extension Option shall be subject and subordinate to Landlord's right to lease the Premises to any party leasing or wishing to lease space containing more square feet of Rentable Floor Area in the Project (including all or any portion of the Premises) than are contained in the Premises for all or part of the Extension Term. Notwithstanding any provision of this Section to the contrary, in the event that Landlord enters into such a lease, the Extension Option shall be null and void and without further force or effect. Landlord shall from time to time, upon request of Tenant, advise Tenant of the status of such superior rights regarding the Premises.

The procedures for Tenant to exercise the Extension Option, and for the applicable Extension Rent Rate applicable to the Extension Term to be determined, are as follows:

(a) If Tenant wishes to consider exercising the Extension Option, Tenant shall give Landlord a preliminary (non-binding) notice of such interest no more than twenty-one (21) months, and no less than eighteen (18) months, prior to the date the Term is then scheduled to expire. Failure by Tenant timely to send a notice under this Paragraph (a) shall constitute an irrevocable waiver of Tenant's right to extend the Term.

(b) If Tenant timely delivers a notice under Paragraph (a) above, Landlord shall furnish Tenant with Landlord's estimate of the Extension Rent Rate for the Extension Term no later than seventeen (17) months prior to the date the Term is then scheduled to expire.

(c) If Tenant timely notifies Landlord under Paragraph (a) above, on or before the date one (1) month after Landlord furnishes its estimate to Tenant under Paragraph (b) above, Tenant shall either (i) waive the Extension Option, (ii) exercise the Extension Option by giving Landlord notice to such effect accepting Landlord's estimate of the Extension Rent Rate for the Extension Term, or (iii) exercise the Extension Option but dispute Landlord's estimate of the Extension Rent Rate (which dispute shall be resolved by arbitration in accordance with Section 2.5.5 hereof) by giving Landlord notice to such effect, which notice under clause (iii) shall state Tenant's estimate of the Fair Market Rent Rate. Failure timely to give a notice exercising the Extension Option as specified under this Paragraph (c) shall constitute an irrevocable waiver of Tenant's right to extend the Term.

(d) If Tenant shall exercise the Extension Option in accordance with this Section 2.4.1, the provisions of this Section shall be self-operative, but upon request by either party after determination of the Extension Rent Rate for the Extension Term, the parties shall execute an agreement specifying the Annual Fixed Rent Rate for the Extension Term and acknowledging the extension of the Term.

(e) Notwithstanding any provision of this Section to the contrary, Tenant's option to extend the Term shall be void, at Landlord's election, if (i) Tenant is in default hereunder, after any applicable notice and cure periods have expired, at the time Tenant elects to extend the Term or at the time the Term would expire but for such extension, or (ii) any Sublease exists at either such time which requires Landlord's consent under Section 5.9.

2.5 ANNUAL FIXED RENT

Tenant covenants and agrees to pay the Annual Fixed Rent in Section 1.1 to Landlord in advance in equal monthly installments on the first day of each calendar month during the Term. All payments shall be due without billing or demand and without deduction, setoff or counterclaim. Tenant shall make a pro-rata payment, on a per diem basis, for any partial calendar month at the beginning or end of the Term. All payments shall be payable to Landlord at its Address, both as specified in Section 1.1, or to such other entities at such other places as Landlord may from time to time designate.

All Annual Fixed Rent, additional charges and other payments due hereunder shall constitute rent. Without limiting the foregoing, Tenant's obligation so to pay rent shall not be discharged or otherwise affected by any law or regulation now or hereafter applicable to the Premises, or any other restriction on Tenant's use, or (except as expressly provided herein) any casualty or taking, or any failure by Landlord to perform any covenant contained herein, or any other occurrence; and Tenant waives all rights now or hereafter existing to terminate or cancel this Lease or quit or surrender the Premises or any part thereof, or to assert any defense in the nature of constructive eviction to any action seeking to recover rent.

2.5.1 Initial Term. During the initial Term under Section 1.1, Tenant shall pay Annual Fixed Rent for the original Premises at the rate set forth in Section 1.1. The monthly installments of Annual Fixed Rent shall equal one-twelfth of the product of the Rentable Floor Area of Premises and the Annual Fixed Rent Rate Per Square Foot of Rentable Floor Area set forth in Section 1.1. Notwithstanding the first sentence of this Section 2.5.1, Landlord agrees, as an inducement for Tenant to enter into and faithfully to perform its obligations under this Lease that, so long as Tenant is not then in default under this Lease beyond the expiration of any applicable notice and cure period, Landlord shall waive payment of Annual Fixed Rent for the period commencing on the Term Commencement Date and ending on the day that is the one hundred fiftieth (150th) day following the Term Commencement Date (the "initial waiver period"). The "Rent Commencement Date" as used herein shall mean the day immediately following the expiration of the initial waiver period. During the initial waiver period, if Tenant is in default under this Lease beyond the expiration of any applicable notice and cure period, the foregoing abatement shall be suspended until such default is cured (Landlord having no obligation to accept such cure and only being deemed to do so if it accepts such cure in writing). Tenant shall make payment of Annual Fixed Rent at the beginning of the calendar month in which the Rent Commencement Date occurs for the portion of such calendar month after the end of the initial waiver period.

2.5.2 Reserved.

2.5.3 Extension Term. During the Extension Term, Tenant shall pay Annual Fixed Rent for the Premises at the rate ("Extension Rent Rate") equal to the Fair Market Rent Rate (as defined in Section 2.5.4) determined for the Premises for the Extension Term.

2.5.4 Fair Market Rent Rate. The "Fair Market Rent Rate" shall mean the annual fair market rent per square foot for the Premises, determined for a term coterminous with the Extension Term under the terms of this Lease, as though the Premises were in the condition then existing or in such better condition as the Premises are required to be maintained hereunder. In making such determination, reference shall be made to lease transactions for comparable office space in the Project, and appropriate adjustments to the rent rates in such comparable transactions shall be made for any relevant factors, including, without limitation, the timing of the transaction, the location and condition of the space, the quality of the Building, and any free rent or other tenant concessions for a tenant of equal size and financial strength as Tenant. Without limiting the generality of the foregoing adjustments, if the rent rate in a comparable transaction was determined based on a percentage discount to fair market rent, then the amount of such discount shall be disregarded (i.e., added back into the rental rate) for purposes of determining the Fair Market Rent Rate hereunder. Fair Market Rent Rate shall be determined using a new Base Operating Expenses figure equal to (i) the total amount of Landlord's Operating Expenses estimated by Landlord for the Building during the calendar year in which the term for the space in question commences divided by (ii) the Rentable Floor Area of the Building, and such new Base Operating Expenses figure shall apply to the space and term in question. At Landlord's election, such Fair Market Rent Rate may be restated using the Base Operating Expenses figure then in effect for the Premises (e.g., the rate calculated under this paragraph shall be reduced by the excess of the new Base Operating Expenses figure over the Base Operating Expenses figure then in effect for the Premises), in which event the old Base Operating Expenses figure shall apply to the space and term in question.

2.5.5 Arbitration. In the event of a dispute concerning the applicable Fair Market Rent Rate under Section 2.5.4, such dispute shall be arbitrated in accordance with the following procedure. Landlord may at any time after notice by Tenant disputing Landlord's estimate of the Extension Rent Rate under Section 2.4.1(c)(iii) above, appoint as an arbitrator a commercial real estate broker with at least ten years' experience as a broker for first-class high-rise office buildings in the financial district of Boston, Massachusetts (a "Qualified Arbitrator"). If Landlord has not made such appointment on or before the date that is twelve (12) months prior to the date the Term is then scheduled to expire and Landlord and Tenant have not otherwise agreed upon the applicable Fair Market Rent Rate, then Tenant may elect to initiate the arbitration hereunder by appointing a Qualified Arbitrator. Upon such appointment by either Landlord or Tenant, as applicable, Landlord or Tenant, as applicable, shall give notice of such appointment to the other party, and such other party shall, within twenty days after such appointment, appoint a second Qualified Arbitrator. If either Landlord or Tenant shall fail to appoint a Qualified Arbitrator within the applicable time periods set forth in this Section 2.5.5, the other may apply to the Boston Office of the American Arbitration Association ("AAA") for appointment of such a Qualified Arbitrator five business days after notice of such failure to the delinquent party if such Qualified Arbitrator has not then been appointed. The two arbitrators appointed in accordance with the foregoing procedures shall, within five business days after appointment of the second Qualified Arbitrator, appoint a third Qualified Arbitrator. If the two Qualified Arbitrators are unable to agree timely on the selection of the third Qualified Arbitrator, then either Qualified Arbitrator on behalf of both may request such appointment from the Boston office of the AAA. The arbitration shall be conducted in accordance with the commercial arbitration rules of the AAA insofar as such rules are not inconsistent with the provisions of this Lease (in which case the provisions of this Lease shall govern) and shall be final and binding on Landlord and Tenant. The Qualified Arbitrators shall be charged to reach a majority written decision in accordance with the standards for Fair Market Rent Rate as provided in Section 2.5.4, within twenty (20) days after the third Qualified Arbitrator is appointed. The Qualified Arbitrators shall have no authority or jurisdiction to make any other determination of such amount. If the Qualified Arbitrators are unable to reach such a majority decision, the Fair Market Rent Rate shall be deemed to be the average of the two closest determinations made and simultaneously issued by the three Qualified Arbitrators. The cost of the arbitration (exclusive of each party's witness and attorney's fees, which shall be paid by such party) shall be borne equally by the parties. If the AAA shall cease to provide arbitration for commercial disputes in Boston, the second or third Qualified Arbitrator, as the case may be, shall be appointed by any successor organization providing substantially the same services, and in the absence of such an organization, by a court of competent jurisdiction under the arbitration act of The Commonwealth of Massachusetts.

For any period during which the Extension Rent Rate is in dispute hereunder, Tenant shall make payment on account of Annual Fixed Rent at the rate estimated by Landlord as the Extension Rent Rate, and the parties shall adjust for over or under-payments within thirty days after the decision of the arbitrators is announced.

2.6 ADDITIONAL CHARGES - OPERATING EXPENSES

2.6.1 Additional Charges - General Covenant. Tenant covenants and agrees to pay to Landlord, as additional charges, an amount equal to the sum of (1) the product of (a) the Rentable Floor Area of the Premises and (b) the excess (if any) of Landlord's Operating Expenses per square foot of Rentable Floor Area allocable to Tenant over the Base Operating Expenses per square foot of Rentable Floor Area, plus (2) the product of (a) the Rentable Floor Area of the Premises and (b) the excess (if any) of Landlord's Taxes per square foot of Rentable Floor Area allocable to Tenant over the Base Taxes per square foot of Rentable Floor Area. As used herein, "Base Operating Expenses" and "Base Taxes" mean, respectively, the amounts of Landlord's Operating Expenses and Landlord's Taxes per square foot of Rentable Floor Area actually charged to office tenants in the Building for the respective Base Year set forth in Section 1.1 under leases with definitions of Landlord's Operating Expenses and Landlord's Taxes equivalent to those in Section 2.6 of this Lease (excluding separately reimbursable restricted items, such as after-hours HVAC charges). Except as provided in the next sentence, Landlord's Operating Expenses and Landlord's Taxes per square foot of Rentable Floor Area allocable to Tenant for any period shall be the total amount thereof for such period (actual or extrapolated, as described herein) divided by 95% of the Total Rentable Floor Area of the Building provided that, if less than 95% of the Total Rentable Floor Area of the Building is occupied at any time during such period, Landlord may extrapolate components thereof as though the Total Rentable Floor Area of the Building had been occupied at all times during such period. If Landlord is not obligated to furnish cleaning and janitorial services, or any other item, the costs of which are included in Landlord's Operating Expenses, to all rentable areas of the Building or if Landlord furnishes amounts of any such item to the Premises in return for direct reimbursement of the cost thereof (any such item not furnished to all such rentable areas or furnished to any rentable areas on a direct reimbursement basis is referred to as a "restricted item"), Landlord's Operating Expenses per square foot allocable to Tenant for any period shall be the sum of the following amounts (x) and (y):

(x) For each restricted item included in Landlord's Operating Expenses and furnished to the Premises, the cost of such item for the period divided by the total Rentable Floor Area of all premises to which the item is then furnished, or if such item is a directly reimbursable item (not payable under another provision of this Lease), the amount of direct reimbursement divided by the Rentable Floor Area of the Premises.

(y) For all other items included in Landlord's Operating Expenses, the amount per square foot thereof allocable to Tenant in accordance with the third sentence of this Section 2.6.1.

Appropriate adjustments (including adjustments in Base Operating Expenses and Base Taxes, which are calculated on an annual basis as set forth above) shall be made for any portion of a year at the beginning or end of the Term or for any year during which changes occur in the percentage of occupancy of the Building or in the Rentable Floor Area to which Landlord furnishes restricted items.

2.6.2 Payment. Additional charges for Landlord's Operating Expenses and Landlord's Taxes under this Section 2.6 shall be paid for any portion of a month at the beginning of the Term and thereafter in monthly installments on the first day of each calendar month in amounts reasonably estimated by Landlord for the then current calendar year. Landlord may from time to time revise such estimates based on available information relating to Landlord's Operating Expenses and Landlord's Taxes or otherwise affecting the calculation hereunder. After the end of each calendar year, Landlord will provide Tenant with a statement, prepared by a representative of Landlord or Landlord's Managing Agent, of the total amount of additional charges for Landlord's Operating Expenses and Landlord's Taxes for such calendar year prepared in accordance herewith and otherwise in accordance with generally accepted accounting principles. Landlord shall use reasonable efforts to provide such statement within 120 days after the end of each calendar year, but the failure to deliver such statement within such period shall not constitute a default by Landlord or affect Tenant's obligations with respect to such calendar year. Upon issuance of Landlord's statement, there shall be an adjustment between Landlord and Tenant for the calendar year covered by such statement to the end that Landlord shall have received the exact amount of additional charges shown on the

statement. Any overpayments by Tenant hereunder shall be credited against the next payments of additional charges due under this Section 2.6 (or, for the final year of the Term, refunded to Tenant within thirty (30) days after issuance of such year-end statement), provided there are no outstanding amounts due Landlord under this Lease at such time. Any underpayments by Tenant shall be due and payable within thirty (30) days of delivery of Landlord's statement. With respect to the calendar year in which the Term ends, the adjustment shall be pro-rated for the portion of the year included in the Term, but shall take place nevertheless at the times provided in the preceding sentences. Landlord's statement with respect to Landlord's Operating Expenses and Landlord's Taxes shall be binding upon, and may not be disputed by, Tenant unless Tenant believes that the statement is incorrect and such statement is disputed by Tenant (within 30 days of Tenant's receipt of Landlord's statement) by a notice to Landlord specifically stating the grounds for dispute. Tenant's failure so to dispute Landlord's statement shall constitute a waiver of Tenant's right to dispute the statement. Notwithstanding any dispute concerning Landlord's statement, payments shall be made by the parties in accordance with Landlord's statement at the time and in the manner set forth above, and if necessary there shall be a further adjustment between the parties at the time the dispute is resolved.

2.6.3 Definitions. "Landlord's Operating Expenses" means all costs of Landlord in owning, servicing, operating, managing, maintaining, and repairing the Building, and providing services to tenants including, without limitation, the costs of the following: (i) supplies, materials and equipment purchased or rented, total wage and salary costs paid to, and all contract payments made on account of, all persons engaged in the operation, maintenance, security, cleaning and repair of the Building and Land, including Social Security, old age and unemployment taxes and so-called "fringe benefits"; (ii) building services furnished to tenants of the Building at Landlord's expense (including the types of services provided to Tenant pursuant to Section 4.1 hereof) and maintenance and repair of and services provided to or on behalf of the Building performed by Landlord's employees or by other persons under contract with Landlord or Landlord's Managing Agent; (iii) utilities consumed and expenses incurred in the operation, maintenance and repair of the Building including, without limitation, oil, gas, electricity (other than electricity to tenants in their premises if Tenant is directly responsible for payment under this Lease on account of electricity consumed by Tenant), water, sewer and snow removal; (iv) casualty, liability and other insurance in such amounts and insuring such risks as are required by any Holder or as Landlord may determine from time to time, and unreimbursed costs incurred by Landlord which are subject to an insurance deductible; (v) costs in the nature of common area and facilities costs of the Project allocated to the Building including without limitation, operation, maintenance and servicing of the lobby and courtyard areas, snow plowing and removal, grounds maintenance and the like (provided that the expenses of the courtyard and of other similar common areas used in connection with the Project shall be allocated to Phase 1 in the ratio which the Total Rentable Floor Area of the Building bears to the total Rentable Floor Area of Phase 2 in the absence of circumstances determined by Landlord to dictate a special allocation); (vi) costs incurred by Landlord in connection with installing, subsidizing and operating Project amenities and specialty services (such as a telecommunications facility, fitness center, gym or other athletic or recreational club, conference center, or a tenant only lounge area and the like) located in the Project for use by tenants generally to the extent such costs exceed the net income received therefrom (provided that such costs shall be allocated to Phase 1 in the ratio which the Total Rentable Floor Area of the Building bears to the total Rentable Floor Area of Phase 2 in the absence of circumstances reasonably determined by Landlord to dictate a special allocation); and (vii) fees and costs of management and building services (or an allowance therefor) plus an imputed cost of any space in the Project occupied without charge by entities providing management services or building services for the Building. To the extent that any component of Landlord's Operating Expenses or Landlord's Taxes is attributable in part to the Building and in part to the Retail Space, to Phase 2, or to both, the amount attributable to the Building shall be allocated based on the ratio which the rentable floor area of the Building bears to the total rentable floor area of the Building and the Retail Space, Phase 2, or both, as the case may be, in the absence of circumstances determined by Landlord to dictate a special allocation. If Landlord, in its sole discretion, installs a new or replacement capital item for the purpose of reducing or conserving the use of energy in the Building, complying with any building code or other law, regulation, or legal requirement, complying with requirements of any insurer of Phase 1, or otherwise relating to the operation of the Building, the cost of such item amortized over a period reasonably determined by Landlord with interest at the so-called base rate or prime rate from time to time published in the Wall Street Journal (or any comparable financial publication designated by Landlord) shall be included in Landlord's Operating Expenses. If Landlord, in its sole discretion, from time to time, borrows operating funds in anticipation of receipts under this Section 2.6, interest and other costs of such borrowings shall also be included in Landlord's Operating Expenses. Landlord's Operating Expenses shall not include any costs or expenses incurred by Landlord in the original construction and development of the Building;

payments of principal, interest or other charges on mortgages or ground lease payments; salaries of executives or principals of Landlord (except as the same may be reflected in any management or building services fees for the Building (or an allowance therefor) or attributable to actual Building operations); the cost of capital improvements (except as set forth above); depreciation (except as set forth above); the cost of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds or the same are covered by warranty; costs in connection with leasing space in the Building, including brokerage commissions, lease concessions, rental abatements, and construction allowances granted to specific tenants; costs incurred in connection with the sale, financing or refinancing of the Building; fines, interest and penalties incurred due to the late payment of Taxes or Landlord's Operating Expenses except to the extent attributable to Tenant's actions or inactions; organizational expenses associated with the creation and operation of the entity that constitutes Landlord; any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Building under their respective leases, salaries and benefits of personnel above the grade of the Building's Senior Managing Director or a similar regional position representing the director of property management for the Building unless attributable to actual Building management or operations (except as the same may be reflected in any management fees permissible under clause (vii) above); costs of electricity provided to tenants' premises, if and to the extent that Tenant is charged for such electricity services under other provisions of this Lease; costs of special services that are separately chargeable to Tenant and other tenants (i.e., other than as Landlord's Operating Expenses); and, charitable or political contributions.

"Landlord's Taxes" means all taxes, assessments and similar charges assessed or imposed on the Land and Phase 1 for the then current calendar year by any governmental authority attributable to the Building (including personal property associated therewith) which shall be all such charges imposed on Phase 1 (including the Land) less the amount of such charges allocable to the Retail Space and Parking Garage as provided hereunder, and reduced by any net amounts received as an abatement or reduction of taxes for such year. (If for any period the Parking Garage is not assessed separately from the balance of Phase 1, Landlord's Taxes attributable to the portions of Phase 1 other than the Parking Garage shall be 98.22% of any tax attributable to Phase 1.) The amount of any special taxes, special assessments and agreed or governmentally imposed "in lieu of tax" or similar charges shall be included in Landlord's Taxes for any year but shall be limited to the amount of the installment (plus any interest, other than penalty interest, payable thereon) of such special tax, special assessment or such charge required to be paid during or with respect to the year in question. Landlord's Taxes include expenses, including fees of attorneys, appraisers and other consultants, incurred in connection with any efforts to obtain abatements or reduction or to assure maintenance of Landlord's Taxes for any year wholly or partially included in the Term, whether or not successful and whether or not such efforts involved filing of actual abatement applications or initiation of formal proceedings. Landlord's Taxes exclude income taxes of general application and all estate, franchise, gift, capital levy, capital stock, succession, inheritance, mortgage and transfer taxes, and fines, penalties and interest accrued as a result of Landlord's failure to pay any Landlord's Taxes when due except to the extent attributable to Tenant's actions or inactions. If at any time during the Term there shall be assessed on Landlord, in addition to or lieu of the whole or any part of the ad valorem tax on real or personal property, a capital levy or other tax on the gross rents or other measures of building operations, or a governmental income, franchise, excise or similar tax, assessment, levy, charge or fee measured by or based, in whole or in part, upon Building valuation, gross rents or other measures of building operations or benefits of governmental services furnished to the Building, then any and all of such taxes, assessments, levies, charges and fees, to the extent so measured or based, shall be included within the term Landlord's Taxes, but only to the extent that the same would be payable if the Building and Land were the only property of Landlord.

2.7 ELECTRICITY

Except as provided in this Section, Landlord shall furnish to Tenant throughout the Term (and as more particularly set forth in Exhibit D) electricity for the operation of lighting fixtures, and 120 volt current for the operation of normal office fixtures and equipment, but excluding any high energy consumption equipment. Tenant covenants and agrees to pay, as an additional charge, an annual amount equal to the product of the Electricity Reimbursement specified in Section 1.1 and the number of square feet in the Rentable Floor Area of the Premises. Such amount shall be paid in equal monthly installments (pro-rated for any partial month) on the Term Commencement Date and the first day of each subsequent calendar month during the Term. The Electricity Reimbursement figure in Section 1.1 is based on estimated electricity costs for Building standard lighting and office uses. At any time and from time to time, Landlord may increase the per square foot amount of Electricity

Reimbursement provided that such increase (i) results in a rate fairly reflecting Landlord's then cost of supplying such electricity and/or (ii) is based on Tenant's actual consumption of electricity as measured by meter(s) installed for the Premises or (if such meter is not in service or does not apply exclusively to the Premises) on Landlord's reasonable judgment that Tenant's electricity consumption exceeds the permitted level of consumption as described in the preceding sentence. Any meter serving the Premises exclusively shall be maintained and repaired by Landlord at Tenant's expense.

Landlord may, at any time, at its sole election, discontinue the furnishing of electric current upon not less than two months' notice (or such longer time as may be required to make arrangements with the electric utility for direct service provided Tenant exercises its commercially reasonable efforts to complete said arrangements as soon as possible), whereupon Tenant's obligation to pay additional charges under this Section shall cease. In electing to discontinue furnishing electric current, Landlord shall not discriminate between Tenant and other tenants of the Building similarly situated with respect to the reason for discontinuance of electric service. If Landlord elects to discontinue electric service, Tenant shall contract directly with the utility company supplying electric current and Landlord shall, at its expense, bear all capital costs associated with converting the Premises to utility company service and shall furnish and install, in the Premises or other location, necessary transmission lines and metering equipment used in connection with measuring Tenant's consumption of electric current. Tenant shall be responsible for maintenance and repair of such transmission and metering equipment during the balance of the Term.

If Tenant requires electricity in excess of that supplied by Landlord or if Tenant, pursuant to this Section, obtains its electricity directly from the utility company, Landlord shall, upon request, cooperate with Tenant in the installation of any equipment, wiring, conduits, and the like required for such electricity to the Premises provided that Tenant shall reimburse Landlord for all additional costs incurred and further provided that Landlord shall not be required to take any action which is inconsistent with applicable law, insurance regulation, or that entails excessive or unreasonable alterations or repairs to the Project or interference with other tenants or occupants of the Project.

ARTICLE III

CONSTRUCTION OF IMPROVEMENTS

3.1 CONSTRUCTION OF THE BUILDING - LANDLORD'S WORK

The following elements of Phase 1 are referred to as "Landlord's Work": foundations, floor slabs, roofs, exterior walls and windows, core walls, columns, all central mechanical and electrical systems serving Phase 1 generally, any other mechanical and electrical systems located within core walls, ground floor lobby and courtyard areas, bathrooms and elevator lobbies on multi-tenant floors, and the Parking Garage. Landlord's Work does not include any Finish Work and the provision of similar finish work to other occupants. Tenant shall be deemed to have accepted all elements of Landlord's Work in "AS IS, WHERE IS" condition on the Term Commencement Date without representation or warranty. Landlord makes no warranty or covenant, express or implied, concerning the construction of Phase 2.

3.2 CONSTRUCTION FOR TENANT - FINISH WORK

"Finish Work" shall mean the work performed, or to be performed, in or about the Premises by Landlord and Tenant in accordance with, and subject to, the terms of Exhibit C.

3.3 DELIVERY CONDITION

Landlord shall deliver the Premises to Tenant in the following condition (the "Delivery Condition"): the Premises shall be (i) vacant and free and clear of all other tenants and occupancies, (ii) broom clean, and (iii) with all Pre-Occupancy Finish Work (as defined in Exhibit C) to be performed by Landlord as set forth on Exhibit C substantially complete. Subject to Landlord's delivery of the Premises to Tenant in the Delivery Condition, Tenant shall accept the Premises in its existing, "AS-IS" condition as of the Term Commencement Date. Landlord shall be deemed to have delivered possession of the Premises to Tenant upon the date (the "Delivery Date") that Landlord delivers to Tenant a key or access card to the Premises and the Premises are in Delivery Condition.

ARTICLE IV

LANDLORD'S COVENANTS

4.1 LANDLORD'S COVENANTS

4.1.1 Building Services. Landlord shall furnish services, utilities, facilities and supplies set forth in this Section 4.1.1 and in Exhibit D. Exhibit D is intended to add detail to the provisions of the main body of the Lease, and in case of conflict, the provisions of the main body of the Lease shall control. Tenant may obtain additional services, utilities, facilities and supplies from time to time upon reasonable advance request or Landlord may furnish the same without request if Landlord determines that Tenant's use or occupancy of the Premises necessitates the same (for example where the condition of the Premises necessitates additional cleaning services), and, in either case, the cost of the same (including related expenses such as costs for meter installation and maintenance) at reasonable rates from time to time established by Landlord shall constitute a restricted item allocable to the Premises under Section 2.6.1. Tenant covenants to pay, as additional charges, any amounts billed for restricted items, payable within thirty (30) days after billing. If Landlord provides any services, utilities, facilities or supplies the usage of which is measured by a meter, Landlord may estimate usage based on prior consumption during any period in which such meter is inoperative.

4.1.1.1 Water Charges. Landlord shall furnish hot and cold water for ordinary office cleaning, toilet, lavatory and drinking purposes and cold water for Tenant's kitchen. If Tenant requires, uses or consumes water for any other purpose, Landlord may either assess on Tenant reasonable charges for additional water, or install a water meter to measure Tenant's consumption. (The cost of installation and maintenance of any such meter shall be borne by Tenant.) If Tenant's water consumption is measured by a separate meter, Tenant shall pay for all water so consumed together with the sewer charges based on said meter charges as and when bills are rendered. All piping and other equipment and other facilities for use of water outside the Building core will be installed and maintained by Landlord at Tenant's cost and expense.

4.1.1.2 Elevator Service. Landlord shall provide necessary passenger elevator facilities on Mondays through Fridays excepting Holidays from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m. (such hours on such days being referred to as "Building Hours") and have at least one elevator serving the Premises in operation available for Tenant's non-exclusive use at all other times. Landlord shall provide freight elevator service in common with other tenants for normal office deliveries between the hours of 7:00 A.M. to 5:00 P.M., Mondays through Fridays, other than legal holidays ("Freight Hours") at no additional charge. Freight elevator service shall be available to Tenant at times other than Freight Hours, subject to Landlord's reasonable and nondiscriminatory rules and regulations. Such use will have to be scheduled with Landlord and coordinated with the needs of other tenants and, if such use is outside of Freight Hours, shall be subject to the then Building-standard rate for such service outside of Freight Hours. As of the Execution Date, the current rate for after-hours freight elevator use is $94/hour w/ a four-hour minimum.

"Holidays" shall mean New Year's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, and other state and federal holidays designated by Landlord from time to time.

4.1.1.3 Cleaning. Landlord shall cause the common areas of Phase 1 and the office areas of the Premises to be kept reasonably clean provided the same are maintained and kept in good order by Tenant. Cleaning standards shall be in accordance with Exhibit D.

4.1.1.4 Heat and Air-Conditioning. Landlord shall through the Building heating and air-conditioning system, furnish to and distribute in the Premises heat during the normal heating season during Building Hours and air-conditioning as normal seasonal changes may require during Building Hours when air-conditioning may reasonably be required for the comfortable occupancy of the Premises by Tenant in accordance with the specifications set forth on Exhibit D. If Tenant requires additional air-conditioning for business machines, meeting rooms or other purposes, or because of occupancy or unusual electrical loads, any additional air-

conditioning units, chillers, condensers, compressors, ducts, piping and other equipment and facilities will be installed and maintained by Landlord at Tenant's sole cost, but only to the extent that the same are compatible with the Project and its mechanical systems. If Tenant requires heating or air-conditioning service at times other than Building Hours, in addition to charges for use of heat and air conditioning which are part of Landlord's Operating Expenses, Tenant agrees to pay Landlord for the cost of such additional use of heating and air conditioning as a restricted item under Section 2.6.1 at Landlord's then prevailing standard rates for the Building (currently $150 per hour of operation per floor, including any partial floor).

4.1.1.5 Energy Conservation. Tenant agrees to cooperate with Landlord and to abide by all Building regulations which Landlord may, from time to time, reasonably prescribe for the proper functioning and protection of the heating, air-conditioning, lighting, and electrical systems and in order to maximize the effect thereof and to conserve heat, air-conditioning, and electricity. Notwithstanding anything to the contrary in this Section 4.1.1 or otherwise in this Lease, Landlord may institute such policies, programs and measures as may be in Landlord's reasonable judgment necessary, required or expedient for the conservation or preservation of energy or energy services, or as may be necessary to comply with applicable codes, rules, regulations or standards.

4.1.2 Repairs. Except as otherwise provided in this Lease, and except for repairs to items referred to below necessitated by Tenant's act or neglect (which shall be Tenant's repair obligation under Section 5.1), Landlord shall make such repairs to Landlord's Work (as defined in Section 3.1) as may be necessary to keep it in good condition consistent with a first class office building.

4.1.3 Building Directory and Office Identification. Landlord shall (as part of Landlord's Operating Expenses) (a) provide Tenant recognition along with listings of specific principals on the digital directory in the lobby of the Building, and (b) install, on the wall of the elevator lobby of any multi-tenant floor on which the Premises are located, Building standard signage listing Tenant as a tenant on such floor. Such initial Tenant listings shall be made at Landlord's expense. Landlord shall thereafter change Tenant's listings, at Tenant's expense, as requested by Tenant.

Landlord shall provide and install at Tenant's expense, if requested, signage on entry doors to the Premises to identify Tenant's official name, which shall be in the Building standard graphics and materials, except that Tenant may at its expense install signage identifying its name and logo on its entry door to the Premises using graphics consistent with the first-class character of the Building, as reasonably approved in advance by Landlord. No other sign or other identification shall be used or permitted on any door, window or wall on the exterior of the Premises.

4.1.4 Quiet Enjoyment. Landlord covenants that Tenant, on paying the rent and performing the tenant obligations in this Lease, shall peacefully and quietly have, hold and enjoy the Premises, free from any claim by Landlord or persons claiming under Landlord, but subject to all of the terms and provisions hereof, provisions of law and rights of record to which this Lease is or may become subordinate. This covenant is in lieu of any other so-called quiet enjoyment covenant, either express or implied.

4.1.5 Fire Alarm System and Lobby Attendants. Landlord operates a central fire alarm and emergency communication system for the Building. Landlord may, but shall not be required to, engage one or more attendants to be stationed in or about the Building lobby. Such attendants may, among other things, monitor fire alarm equipment and assist tenants, their invitees, and other visitors entering into the Building at different times of the day. Landlord reserves the right, from time to time throughout the Term, to modify components of the fire alarm and emergency communication system, change the number of lobby attendants, and institute, modify, supplement, or discontinue any access control procedures for the Building or the Project, including without limitation the means by which tenants' employees, visitors, and other persons typically enter the Building during business hours or at times when the Building is not generally open to the public. Landlord does not warrant or guarantee the effectiveness of any such services or procedures. Tenant expressly disclaims any such warranty, guaranty, or undertaking of any kind by Landlord with respect thereto and acknowledges that any lobby attendants or access control procedures (to the extent from time to time in effect) are solely for the convenience of tenants generally and are not intended to secure the Premises or guarantee the physical safety of tenants' employees or invitees in or about the Premises or the Project. Without limiting the generality of Sections 5.5 or 5.6, Tenant expressly waives any claim against Landlord or its agents arising as a result of any damage or injury to such persons or property to the maximum extent permitted by law and agrees that, as between Landlord and Tenant, Tenant shall have the responsibility to secure its Premises (subject to Landlord's approval under Section 5.10 of any installation of any access card readers or other security equipment for the Premises) and to advise its employees and invitees as to the necessity or appropriateness of safety precautions while in or about the Premises or the Project.

4.2 INTERRUPTION

Landlord reserves the right to stop any service or utility system when necessary by reason of accident, emergency, or periodic testing or maintenance of building systems, or until necessary repairs have been completed; provided, however, that in each instance of stoppage, Landlord shall exercise reasonable diligence to eliminate the cause thereof. Except in case of emergency repairs, Landlord will give Tenant at least twenty-four (24) hours' advance written notice (which notice may be via email to Tenant's Authorized Representative) of any contemplated stoppage and will use commercially reasonable efforts to avoid unnecessary interruption of Tenant's use of the Premises by reason thereof. Landlord shall not be liable to Tenant for any compensation or reduction of rent by reason of inconvenience or annoyance or for loss of business arising from the necessity of Landlord or its agents entering the Premises for any of the purposes authorized in this Lease or for repairing the Premises or from repairs by Landlord of any portion of the Project however the necessity may occur. If Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any services, whether by reason of accident, strike, lockout, interruption, curtailment or diminution of any utility service to the Building, or any other cause, Landlord shall not be liable to Tenant therefor, nor, except as otherwise provided in Section 6.1, shall Tenant be entitled to any abatement or reduction of rent or relief from any other obligations by reason thereof, nor shall the beginning of the Term be delayed, nor shall the same give rise to any claim by Tenant that such failure constitutes actual or constructive, total or partial, eviction from the Premises. In no event shall Landlord be liable for indirect or consequential damages arising out of any interruption of services.

Landlord shall use commercially reasonable efforts to limit the duration of any such interruptions and, upon request, shall from time to time advise Tenant of its good faith estimate of the duration of the interruption. Notwithstanding anything to the contrary in this Section 4.2, if Tenant is materially impaired, on account of Landlord's failure to provide an essential service to be provided under this Lease where the failure is caused by matters within Landlord's reasonable control, from using all or a substantial portion of the Premises for more than five (5) consecutive business days following notice to Landlord and does not so use the affected area of the Premises, then from and after the end of such period until such essential service is restored, Annual Fixed Rent and additional charges under Sections 2.6 and 2.7 allocable to the Premises, or a just and proportionate part thereof, shall be abated. As used herein, "essential service" shall mean elevator access, fire and life safety systems, and base building electricity, water and HVAC services for the Premises. This paragraph shall not apply to matters arising as the result of a fire, casualty, taking or other event as to which Article VI applies.

ARTICLE V

TENANT'S ADDITIONAL COVENANTS

5.1 MAINTENANCE AND REPAIR

Except for damage by fire or other casualty and reasonable wear and tear, Tenant shall at all times keep the Premises clean, neat and in as good repair, order and condition as the same are at the beginning of the Term or may be put in thereafter. The foregoing shall include without limitation Tenant's obligation to maintain floors and floor coverings, to paint and repair walls and doors, to replace and repair ceiling tiles, lights and light fixtures, drains and the like, and clean the Premises to the extent such cleaning is not to be performed by Landlord under Exhibit D. Tenant shall also maintain and repair all Building standard window blinds, whether currently existing or hereafter installed, in all exterior windows in the Premises. Repairs and replacements shall be equivalents of original work and shall be performed in accordance with the terms, conditions and requirements of Section 5.10.

5.2 USE, WASTE AND NUISANCE

Throughout the Term, Tenant shall continuously occupy the Premises in their entirety, shall use the Premises for the Permitted Uses only, and shall not use the Premises for any other purpose. The foregoing requirement "continuously [to] occupy the Premises in their entirety" shall be deemed to be satisfied if the Premises shall be arranged, and furnishing, lighting and cleaning provided, in a manner such that the Premises appears, from all points exterior to the Premises (irrespective of whether Tenant is actually using the Premises for the conduct of its business) from which the interior of the Premises is visible, to be continuously occupied in its entirety for the Permitted Uses. Tenant shall not injure, overload, deface or commit waste in the Premises or any part of the Project, nor permit the emission therefrom of any objectionable noise, light or odor, nor use or permit any use of the Premises which is improper, offensive, contrary to law or ordinance or which may invalidate or increase the premium for any insurance on the Project or its contents or which may render necessary any alterations or additions in the Project, nor obstruct in any manner any portion of the Project. Tenant shall not, directly or indirectly, cause any labor disharmony and, if Tenant does so cause any disharmony, shall be responsible for all costs incurred to restore labor harmony. If Tenant's use of the Premises results in an increase in the premium for any insurance on the Project or the contents thereof, Landlord shall notify Tenant of such increase and Tenant shall pay same as additional charges. Tenant may not without Landlord's consent install in the Premises any pay telephones, vending machines, water fountains, refrigerators, sinks or cooking equipment provided that Landlord's consent will not be unreasonably withheld, conditioned or delayed with respect to items designed for the convenience of Tenant's employees which are customary for office employees if Landlord determines that special venting or other matters are not required in connection therewith. Landlord may require that Tenant obtain maintenance, other services, and supplies for such items at competitive rates from Landlord or from an independent vendor designated by Landlord, the cost thereof to constitute a restricted item under Section 2.6.1 for any such item obtained from Landlord.

Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances, or materials in or from the Premises or cause such release elsewhere in the Project. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Project any such materials or substances except to use in the ordinary course of Tenant's business (e.g., cleaning supplies and standard office supplies), and then only after written notice is given to Landlord of the identity of such substances or materials (provided that no such notice shall be required for materials used for customary office uses). Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq., the Massachusetts Hazardous Waste Management Act, as amended, M.G.L. Chapter 21C, and the Massachusetts Oil and Hazardous Material Release Prevention Act, as amended, M.G.L. Chapter 21E, and the regulations adopted under these acts. Tenant shall give written notice to Landlord as soon as reasonably practicable of (i) any written communication received by Tenant from any governmental authority concerning hazardous materials which relates to the Premises or the Project, and (ii) any environmental condition of which Tenant has knowledge. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Tenant or anyone claiming by, through or under Tenant, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such requirement applies to the Premises, and if the requirement applies to the Building generally, then such costs shall be included in Landlord's Operating Expenses. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's knowledge and belief regarding the presence of hazardous substances or materials on the Premises. Tenant shall indemnify, defend upon demand with counsel reasonably acceptable to Landlord, and hold Landlord and all other Indemnitees (as defined in Section 5.5) harmless from and against, any liabilities, losses, claims, damages, interest, penalties, fines, attorneys' fees, experts' fees, court costs, remediation costs, and other expenses that result from the use, storage, handling, treatment, transportation, release, threat of release or disposal of hazardous materials in or about the Premises while Tenant or any Subtenant (as defined in Section 5.9 hereof) of Tenant or any other party claiming under Tenant is in possession of the Premises, or from a release of hazardous materials elsewhere if caused by Tenant or persons acting under Tenant. Tenant's obligations hereunder shall survive the expiration or earlier termination of this Lease.

5.3 RULES AND REGULATIONS

Tenant shall, after notice thereof from Landlord, conform to all non-discriminatory rules and regulations now or hereafter promulgated by Landlord for the care and use of the Premises and the Project. Landlord shall use reasonable efforts to enforce such rules and regulations in a non-discriminatory manner, but Landlord shall not be liable to Tenant for any violation thereof by any tenant, occupant, or visitor to the Building.

5.4 SAFETY APPLIANCES

Tenant shall keep the Premises equipped with all safety appliances and permits which, as a result of Tenant's particular activities, are required by law or ordinance or any order or regulation of any public authority, shall keep the Premises equipped at all times with adequate fire extinguishers and other such equipment reasonably required by Landlord, and, subject to Section 5.10, shall make all repairs, alterations, replacements, or additions so required as a result of Tenant's particular activities.

5.5 INDEMNIFICATION AND INSURANCE

Except to the extent arising from the negligence or willful misconduct of Landlord or its agents or employees, Tenant agrees to indemnify and save harmless Landlord and Landlord's partners, members, shareholders, officers, directors, managers, employees, agents and contractors and any Holder (collectively, the "Indemnitees") from and against all claims, losses, cost, damages, liability or expenses of whatever nature arising: (i) from any accident, injury or damage whatsoever to any person, or to the property of any person, occurring in or about the Premises; (ii) from any accident, injury or damage whatsoever to any person, or to the property of any person, occurring outside of the Premises but on or about the Project, where such accident, damage or injury results or is claimed to have resulted from any act or omission on the part of Tenant or Tenant's agents, employees, contractors, invitees or sublessees; or (iii) the use or occupancy of the Premises or of any business conducted therein or any thing or work whatsoever done or any condition created (other than by Landlord) in or about the Premises, and, in any case, occurring after the Term Commencement Date (or such earlier date as of which Tenant takes possession of the Premises) until the expiration of the Term of this Lease and thereafter so long as Tenant or any party acting under Tenant is in occupancy of any part of the Premises. This indemnity and hold harmless agreement shall include indemnity against all losses, costs, damages, expenses and liabilities incurred in or in connection with any such claim or any proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorneys' fees and costs at both the trial and appellate levels. In addition to the foregoing, Landlord may make all repairs and replacements to the Project and Premises resulting from acts or omissions of Tenant's employees, agents, independent contractors or invitees or any other persons acting under Tenant (including damage and breakage occurring as a result of work performed by or for Tenant and when Tenant's property is being moved into or out of the Project) and Landlord may recover all costs and expenses thereof from Tenant as additional charges. Except to the extent arising from the negligence or willful misconduct of Tenant or its agents, contractors or employees, and subject to the terms of Section 8.12, Landlord shall indemnify and hold harmless Tenant from and against third party claims against Tenant for damage to property or injuries to persons while on or in the common areas of Phase 1 or in the Premises, in each case to the extent due to Landlord's negligence or willful misconduct. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

Throughout the Term (and such further time as Tenant or any person claiming through Tenant enters onto or occupies any part of the Premises) Tenant shall maintain in a responsible company or companies approved by Landlord and in form reasonably satisfactory to Landlord, (a) a policy of commercial general liability and property damage insurance (including broad form contractual liability, independent contractor's hazard and completed operations coverage) insuring the Indemnitees, any other parties designated by Landlord, and Tenant, as their respective interests may appear, against all claims, demands or actions for injury, death, and property damage, in amounts not less than those specified in Section 1.1 for General Liability Insurance (as such amounts may, from time to time, be increased by Landlord in its reasonable discretion), together with workers compensation insurance in statutorily required amounts covering all Tenant employees working in the Premises, and (b) "all risk" property insurance on a "replacement cost" basis insuring against loss or damage to all Tenant Property and Tenant Work. Tenant may satisfy any insurance requirements by including the Premises in a so-called "blanket" or "umbrella" insurance policy, provided that the amount of coverage allocated to the Premises pursuant to a "per location" endorsement fulfills the requirements set forth herein. All insurance required to be maintained by Tenant under this Section 5.5 shall be provided by insurance companies qualified and licensed to conduct business in the Commonwealth of Massachusetts with a rating of not less than A:X in the most current issue of Best's Insurance Reports (or such other rating as Landlord may, from time to time, reasonably require). Each such policy shall be written on an "occurrence" basis and shall include a waiver of subrogation clause or endorsement in accordance with Section 8.12. Each such policy may have a deductible amount (which shall be specified on the insurance certificate provided to Landlord) reasonably approved by Landlord. Each such policy shall be primary to, and not contributory with, any insurance carried by Landlord or the Landlord's Managing Agent, whose insurance shall be considered

excess only. Each such policy shall provide that it will not be subject to cancellation, termination, or change except after at least 30 days' prior written notice to the Indemnitees and other parties designated by Landlord. A duly executed certificate or certificates for such policies in form reasonably satisfactory to Landlord, together with satisfactory evidence of the payment of the premium thereon if requested by Landlord, shall be deposited with Landlord and other parties designated by Landlord at the beginning of the Term and, upon renewals of such policies, not less than ten (10) days prior to the expiration of the term of such coverage; provided, in the event of a claim, Tenant shall provide a copy of the relevant insurance policy to Landlord upon Landlord's request subject to Landlord executing a reasonable confidentiality agreement (in which event Tenant may redact non-related information considered sensitive or confidential by Tenant, e.g., premium amounts, unrelated entity names and addresses). Tenant hereby authorizes Landlord, at Landlord's option, to collect, adjust and compromise any claim under such insurance with respect to loss or damage to Tenant Work located in the Premises. If Tenant fails to comply with any of the foregoing requirements, Landlord may obtain such insurance on behalf of Tenant and may keep the same in effect, and Tenant shall pay Landlord, as additional charges, the premium cost thereof upon demand. The covenants of this paragraph shall survive the expiration of the Term or earlier termination of this Lease.

5.6 TENANT'S PROPERTY

All furnishings, fixtures, equipment, and other personal property and effects of Tenant and of all persons claiming through Tenant which from time to time may be on the Premises or elsewhere in the Project or in transit thereto or therefrom (collectively, "Tenant Property") shall be at the sole risk of Tenant to the maximum extent permitted by law and shall be kept insured by Tenant throughout the Term at Tenant's expense in accordance with Section 5.5. Tenant Property expressly includes all business fixtures and equipment, including without limitation any security or access control systems installed for the Premises, filing cabinets and racks, removable cubicles and partitions, kitchen equipment, computers and related equipment, raised flooring, supplemental cooling equipment, audiovisual and telecommunications equipment, non-building standard signage, and other tenant equipment installations, in each case including related conduits, cabling, and brackets or mounting components therefor and any connectors to base building systems and in each case whether installed or affixed in or about the Premises, in building core areas, or elsewhere in the Project. If the whole or any part of Tenant Property or Tenant Work shall be destroyed or damaged by fire, water or otherwise, by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft or crime, or from any other cause, to the maximum extent permitted by law no part of said loss or damage is to be charged to or be borne by Landlord. The parties acknowledge that damage or destruction may result from acts of cleaning personnel and employees of other independent contractors of Landlord working in and around the Premises and that Tenant shall bear the risk and cost thereof unless Landlord has been negligent in the selection of such persons.

5.7 ENTRY FOR REPAIRS AND INSPECTIONS

Tenant shall permit Landlord and its agents to enter and examine the Premises at reasonable times upon at least twenty-four (24) hours' advance notice (which may be delivered via email to Tenant's Authorized Representative) except in an emergency or for the provision of services to be provided by Landlord pursuant to the terms of this Lease, and, if Landlord shall so elect, to make any repairs or replacements Landlord may deem necessary in its sole discretion, to remove at Tenant's expense any Tenant Work, including any alterations, additions, signs, curtains, blinds, shades, awnings, aerials, flagpoles, or the like not consented to in writing, and to show the Premises to prospective tenants during the sixteen months preceding expiration of the Term and to prospective purchasers and mortgagees at all times.

5.8 EXPENSES AND ATTORNEYS' FEES

Tenant shall pay as additional charges Landlord's expenses, including reasonable attorneys' fees, incurred in enforcing any obligations of Tenant under this Lease with which Tenant has failed to comply.

5.9 ASSIGNMENT, SUBLETTING

Tenant shall not assign this Lease, or sublet or license the Premises or any portion thereof, or permit the occupancy of all or any portion of the Premises by anybody other than Tenant (all or any of the foregoing actions are referred to as "Subleases" and all or any of assignees, subtenants, licensees, and other such parties are referred to as "Subtenants") without obtaining, on each occasion, the prior consent of the Landlord. Landlord's consent to a proposed sublease or assignment shall not be unreasonably withheld, delayed, or conditioned, it being understood that (i) Landlord may consider, among other things, whether the proposed subtenant or assignee is a reputable organization which will not detract from the first-class character of the Building and Project, and (ii) the proposed sublease or assignment must comply with all other provisions of this Lease (including, without limitation, this Section 5.9), must not alter Landlord's rights under the Lease, and must not impose any additional obligation on Landlord.

A Sublease shall include, without limitation, any transfer of Tenant's interest in this Lease by operation of law, merger or consolidation of Tenant into any other firm or corporation, and the transfer or sale of a controlling interest in Tenant, whether by sale of the capital stock of Tenant or otherwise (excluding any transfer of shares of Tenant on a nationally recognized stock exchange).

Notwithstanding the foregoing, the following transactions (each, a "Permitted Transfer" to a "Permitted Transferee", shall not require consent of Landlord (and shall not be subject to the recapture and profit sharing provisions set forth below) provided that Landlord shall receive prior notice thereof plus reasonable evidence upon closing that the transaction is in fact one of the following (and provided further that the proposed Sublease complies with all other provisions of this Lease, including, without limitation, this Section 5.9, does not alter Landlord's rights under the Lease, and does not impose any additional obligation on Landlord):

(a) Any assignment to an entity of comparable creditworthiness to the Tenant originally named herein and which succeeds to all or substantially all of the business and assets of Tenant, whether by way of merger, consolidation or otherwise or to an entity of comparable creditworthiness to the Tenant originally named herein which acquires all or substantially all of the stock (or other ownership interests if Tenant is not a corporation) and assets of Tenant; and

(b) Any assignment or sublease to any entity which directly or indirectly controls, is controlled by, or is under common control with Tenant, provided that in the case of any such assignment the entity is of comparable creditworthiness to the Tenant originally named herein. For the purposes of this clause (b), control shall mean possession of more than fifty percent (50%) ownership of the shares of beneficial interest of the entity in question together with the power to control and manage the affairs thereof either directly or by election of directors and/or officers; and

(c) Any successor in interest to Tenant as a result of an initial public offering on a nationally recognized stock exchange by Tenant or any entity which directly or indirectly controls, is controlled by, or is under common control with Tenant.

Unless Landlord's consent specifically provides otherwise with respect to a particular proposed Subtenant, Tenant shall not offer to make or make a Sublease to or from any of the following: (i) a tenant in the Project; (ii) any party with whom Landlord, the landlord of Phase 2, or any other affiliate of Landlord is then in bona fide negotiations with respect to space in the Project; (iii) any entity owned by, owning, or affiliated with, directly or indirectly, any tenant or party described in clauses (i) and (ii) hereof; or (iv) any party which would be of such type, character or condition as to be inappropriate, in Landlord's judgment, as a tenant for a first class office building. Tenant shall not list or advertise the Premises for assignment or sublease, whether through a broker, agent or representative, or otherwise, at a full service rental rate which is less than the then prevailing rent rate being quoted for comparable space in the Project, but nothing herein shall prohibit Tenant from privately offering for sublease, and entering into a Sublease, during the Term hereof, for less than the then prevailing rent rate being quoted for comparable space in the Project for a comparable term. Tenant's request for consent to a Sublease shall include a copy of the proposed Sublease instrument, if available, or else a statement of the proposed Sublease in detail reasonably satisfactory to Landlord, together with reasonably detailed financial, business and other information about the proposed Subtenant. Landlord shall have the option (but not the obligation) to terminate the Lease with respect to the portion of the Premises which Tenant proposes to Sublease effective upon the date of the proposed Sublease and continuing for the proposed term thereof by giving Tenant notice of such termination within 60 days after Landlord's receipt of Tenant's request. If Tenant does make a Sublease hereunder, and if the aggregate rent and other amounts payable to Tenant under and in connection with such Sublease (including without limitation any

amounts for leasehold improvements or on account of Tenant's costs associated with such Sublease) exceed the effective rent and other charges due hereunder with respect to the space and time period in question, Tenant shall pay to Landlord, as an additional charge, [***] of the amount of such excess. ("Effective rent" shall mean the Annual Fixed Rent due hereunder for such space and time period after reduction for free rent amounts, rent holidays, rent concessions, special tenant inducements and the like allocated over the Term on a straight-line basis. With respect to a Permitted Transfer, amounts allocated by Tenant in good faith to assets other than Tenant's interest in this Lease, as reasonably evidenced to Landlord, shall not be included as part of the calculation of effective rent.) If the amount of rent and other charges payable under a Sublease is not readily ascertainable, such amount may, at Landlord's option, be deemed to equal the fair market rent then obtainable for the space in question.

Tenant shall pay to Landlord, as an additional charge, Landlord's reasonable legal fees and other expenses incurred in connection with any proposed Sublease, including fees for review of documents and investigations of proposed Subtenants, which charge shall not exceed [***] with respect to any single Sublease, subject to annual increases to reflect increases in the Consumer Price Index for all Urban Consumers (the so-called "CPI-U"), US Cities Average, all items, published by the bureau of Labor Statistics of the United States Department of Labor (base year 1982-1984 = 100). Notwithstanding any such Sublease, the original Tenant named herein shall remain directly and primarily obligated under this Lease.

If Tenant enters into any Sublease with respect to the Premises (or any part thereof), Landlord may, at any time and from time to time, require that such Subtenant agree directly with Landlord to be liable, jointly and severally with Tenant, to the extent of the obligation undertaken by or attributable to such Subtenant, for the performance of Tenant's agreements under this Lease (including payment of rent and other charges under the Sublease), and every Sublease shall so provide. Landlord may collect rent and other charges from the Subtenant and apply the net amount collected to the rent and other charges hereunder, but no such assignment or collection shall be deemed a waiver of the provisions of Section 5.9, or the acceptance of the Subtenant, as a tenant, or a release of Tenant from direct and primary liability for the further performance of Tenant's covenants hereunder. The consent by Landlord to a particular Sublease shall not relieve Tenant from the requirement of obtaining the consent of Landlord to any further Sublease. Any requested consent to a Sublease shall not be deemed given unless and until Landlord, Tenant, and the proposed Subtenant shall have executed and delivered a consent agreement in form and substance reasonably satisfactory to Landlord.

Anything contained in the foregoing provisions of this section to the contrary notwithstanding, neither Tenant nor any Subtenant nor any other person having an interest in the possession, use, occupancy or utilization of the Premises shall enter into any lease, sublease, assignment, license, concession or other agreement for use, occupancy or utilization of space in the Premises which provides for rental or other payment for such use, occupancy or utilization based, in whole or in part, on the net income or profits derived by any person from the Premises leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and any such purported lease, sublease, assignment, license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy or utilization of any part of the Premises. Other than with respect to a Permitted Transfer, (i) any attempted Sublease without Landlord's prior written consent shall, at the option of Landlord, constitute a default under this Lease, and (ii) a Sublease without Landlord's prior written consent will be void at Landlord's option.

5.10 TENANT WORK

5.10.1 General. "Tenant Work" shall mean all tenant improvements, additions, alterations, and work in or to the Premises, including without limitation all work performed initially to put the Premises in condition suitable for Tenant's use and occupancy, demolition and the installation, maintenance or repair of improvements, additions and alterations therein and thereto, as well as (where the context requires) such improvements, additions and alterations themselves. Notwithstanding the foregoing, Tenant shall not be required to obtain Landlord's prior approval of any Tenant Work or the related Construction Documents for Tenant Work in the Premises if such alterations (i) comply with Section 5.10.1, do not include or affect any mechanical, electrical, or plumbing work or life safety or other Building systems or any structural elements of the Building, and do not require a building or other governmental permit approval as a condition to undertaking the same, (ii) the cost of such alterations does not exceed, in the aggregate for such work and all related alterations, [***], subject to annual increases to reflect increases in the CPI-U, (iii) do not impact any other Building tenants or Building operations, and (iv) such

alterations shall otherwise be performed by Tenant, with reasonable prior notice to Landlord, in accordance with the terms and provisions of this Lease including, without limitation, this Section 5.10 (Tenant Work that satisfies all of the foregoing, "Cosmetic Alterations"). Tenant Work excludes (i) Landlord's Work (as defined in Section 3.1), (ii) repairs performed by Landlord under Section 4.1.2, and (iii) the installation, maintenance and repair of Tenant's decorations, movable furnishings and business fixtures and equipment (including computer, telephone and telecommunications equipment) as well as (where the context requires) such decorations, movable furnishings and business fixtures. Without limiting the generality of the foregoing, Tenant Work shall specifically include all attached carpeting, all signs visible from the exterior of the Premises, and any change in the exterior appearance of the windows in the Premises (including shades, curtains, perimeter lighting, and the like). (The requirements of this Section 5.10 shall also be deemed to apply to the installation, maintenance or repair of any Tenant Property that is to be affixed or attached to the Premises or that affects any Building systems, structural elements, or areas outside the Premises.) All Tenant Work shall be subject to Landlord's prior approval (which shall not be unreasonably withheld, conditioned or delayed, so long as such Tenant Work complies with the provisions of this Lease) and shall be arranged and paid for by Tenant as provided herein. Tenant shall not perform any Tenant Work in or to the Premises which would in Landlord's reasonable judgment (i) in any manner affect any structural component of the Project (including, without limitation, exterior walls, exterior windows, core walls, columns, roofs, or floor slabs), (ii) in any respect be incompatible with the electrical or mechanical components or systems of the Project, (iii) affect in any respect space or areas in and around the Project other than the Premises (including the exterior of the Project), (iv) change the uniform exterior appearance of the Project (including the windows therein), (v) diminish the value of the Premises for any general purpose office use, (vi) or require any unusual expense to re-adapt the Premises for any general purpose office use. If Tenant so requests at the time of its submission of Construction Documents, Landlord shall specify in writing, at the time of its consent or approval of such Construction Documents, any elements of Tenant Work that may require restoration at the expiration or earlier termination of the Lease under Section 5.12. In addition, with respect to any floor not occupied entirely by Tenant, Tenant shall neither propose nor effect any Tenant Work consisting of improvements, additions, or alterations to the entranceway to the Premises or any adjoining elevator lobby, corridor, or common area. All Tenant Work shall conform to a floor loading limit of live load: 50 pounds per square foot and allowance for partitions of 20 pounds per square foot. Tenant shall have the right, as Tenant Work, to install its own security system within the Premises subject to the terms of this Section 5.10 governing review and approval of Tenant Work and to Landlord's reserved rights of access as set forth in this Lease.

5.10.2 Construction Documents. No Tenant Work shall be effected except in accordance with complete, consistent, final construction drawings and specifications ("Construction Documents") approved in advance by Landlord. The Construction Documents shall be prepared by an architect retained by Tenant and approved by Landlord in advance ("Tenant's Architect"). Tenant's Architect shall be experienced in the construction of tenant space improvements in first-class high-rise office buildings in the downtown Boston area. Tenant shall also retain the services of the mechanical, electrical and structural engineers engaged by Landlord for the Project to assist in the preparation of the Construction Documents if any proposed Tenant Work shall in any way affect, respectively, the mechanical, electrical or structural systems, facilities or equipment in the Project. Tenant shall be solely responsible for the liabilities of and expenses of all architectural and engineering services relating to the Tenant Work. Tenant shall also be responsible for the adequacy, accuracy, and completeness of the Construction Documents, notwithstanding that such Construction Documents have been approved by Landlord, even if Tenant's Architect or engineers have been otherwise engaged by Landlord in connection with the Project. The Construction Documents shall set forth in detail the requirements for construction of the Tenant Work (including all architectural, mechanical, electrical and structural drawings and detailed specifications), shall be fully coordinated with one another and with field conditions as they exist in the Premises and elsewhere in the Project, and shall show all work necessary to complete the Tenant Work including all cutting, fitting, and patching and all connections to the mechanical and electrical systems and components of the Project. At Tenant's request, Landlord shall provide, at Tenant's expense, copies of existing architectural, mechanical, electrical and structural drawings pertaining to the Premises. However, Tenant's Architect shall ascertain all field dimensions and conditions which may be different from those shown on such drawings.

Submission of the Construction Documents to Landlord for approval shall be deemed a warranty by Tenant and Tenant's Architect, jointly and severally, that all Tenant Work described in the Construction Documents (i) complies with all applicable laws, regulations, building codes, and reasonable and prudent design standards for a first-class office building, (ii) does not in any manner affect any structural component of the Project (including, without limitation, exterior walls, exterior windows, core walls, columns, roofs or floor slabs), (iii) is in all respects

compatible with the mechanical, electrical and structural components and systems of the Project, (iv) does not affect any space or area in or around the Project other than the Premises (including the exterior of the Project), (v) conforms to a floor loading limit of live load: 50 pounds per square foot and allowance for partitions of 20 pounds per square foot, (vi) and with respect to all materials, equipment and special designs, processes, or products, does not infringe on any patent or other proprietary rights of others. Landlord's approval of Construction Documents shall signify Landlord's consent to the Tenant Work shown thereon only and shall not result in any responsibility of Landlord concerning compliance of the Tenant Work with laws, regulations, or codes, coordination of any aspect of the Tenant Work with any other aspect of the Tenant Work or any component or system of the Project, or the feasibility of constructing the Tenant Work without damage or harm to the Project, all of which shall be the sole responsibility of Tenant.

Tenant and Tenant's Architect hereby grant an irrevocable license to Landlord to use the Construction Documents for any purpose related or unrelated to the Tenant Work without incurring any liability to Tenant, Tenant's Architect, or any other person or entity who assisted in the preparation of, or who may have an interest in, the Construction Documents. Promptly after completion of the Tenant Work in question (other than Cosmetic Alterations), Tenant shall provide Landlord with a CAD version of the "as built" drawings of the Premises as improved by the Tenant Work.

5.10.3 Performance of Tenant Work. The identity of any person or entity other than Landlord, Landlord's Managing Agent, or any contractor employed by Landlord or Landlord's Managing Agent, but including any employee or agent of Tenant, performing any Tenant Work ("Tenant Independent Contractor") shall be subject to Landlord's prior approval obtained in connection with each instance of Tenant Work, such approval not to be unreasonably withheld if the proposed contractor is an experienced, qualified contractor in the construction of tenant improvements in comparable major first-class high-rise office buildings in downtown Boston of comparable quality and otherwise satisfies the requirements set forth in this Lease.

Except for Pre-Occupancy Finish Work performed by Landlord in accordance with Exhibit C, Tenant shall adhere to the following requirements in performing all Tenant Work. Tenant shall procure all necessary governmental permits, licenses and approvals before undertaking any Tenant Work. All Tenant Work shall be performed at Tenant's risk in compliance with all applicable laws, codes and regulations and in a good and workmanlike manner employing new materials of good quality and producing a result at least equal in quality to the other parts of the Premises. When any Tenant Work is in progress, Tenant shall cause to be maintained (i) insurance as described in the Tenant Work Insurance Schedule attached hereto as Exhibit H and such other insurance as may be required by Landlord covering any additional hazards due to such Tenant Work, and (ii) a statutory lien bond pursuant to M.G.L. c. 254, § 12 or any successor statute (or such other protection of Landlord's interest in the Project against liens as Landlord or Landlord's mortgagee may reasonably require), in each case for the benefit of Landlord and any mortgagee of the Project or any part of it. It shall be a condition of Landlord's approval of any Tenant Work that certificates of such insurance and a lien bond in recordable form, both issued by responsible insurance companies qualified to do business in Massachusetts and reasonably approved by Landlord, shall have been deposited with Landlord, that Tenant has provided Tenant's certification of the insurable value of the Tenant Work in question for casualty insurance purposes, and that all of the other conditions of the Lease have been satisfied. Tenant shall pay to Landlord, as an additional charge, Landlord's expenses and charges for reviewing proposed Tenant Work, coordinating or supervising construction activities, and inspecting the installation of such work and, if Tenant engages Landlord or its agent to perform construction management services, a construction management fee in accordance with a separate agreement; provided, however, that in no event shall any such action by Landlord or its agent be deemed to create any liability or obligation on the part of Landlord with respect to the Tenant Work. Tenant shall pay to Landlord, as an additional charge, the costs of electricity and any other services provided by Landlord to the Premises or Tenant or its contractor(s) in connection with such work. At all times while performing Tenant Work, Tenant and each Tenant Independent Contractor shall not discriminate against any individual because of race, color, sex, religion or national origin, and will, as may be required by the City of Boston or any other public authority having jurisdiction, comply with all applicable laws, regulations and equal opportunity policies, including any applicable City of Boston Ordinances and the requirements of the Sale and Construction Agreement dated May 30, 1984, as now and hereafter amended from time to time, recorded at the Suffolk County Registry of Deeds in Book 11349, Page 2.

In performing Tenant Work, each Tenant Independent Contractor shall comply with Landlord's requirements relating to the time and methods for such Tenant Work, use of delivery elevators and other Project facilities; and no Tenant Independent Contractor shall ever interfere with, or disrupt, any other tenant or other person using the Project. Each Tenant Independent Contractor shall in all events work on the Premises without causing labor disharmony or coordination difficulties, and without causing any delays to, or impairing any guaranties, warranties or obligations of, any contractors of Landlord. If any Tenant Independent Contractor uses any Project services or facilities, such persons, jointly and severally with Tenant, shall agree to reimburse Landlord for the cost thereof based on Landlord's schedule of charges established from time to time (and if no such charges have been established, then based on Landlord's reasonable charge established at the time). Each Tenant Independent Contractor shall, by its entry into the Project, be deemed to have agreed to indemnify and hold the Indemnitees harmless from any claim, loss or expense arising in whole or in part out of any act or neglect committed by such person while in the Project, to the same extent as Tenant has so agreed in Section 5.5 of the Lease to indemnify the Indemnitees, the indemnities of Tenant and each Tenant Independent Contractor to be joint and several. Prior to commencing any Tenant Work, Tenant shall cause each Tenant Independent Contractor (and, if requested by Landlord, each subcontractor) to execute and deliver the Tenant Work Insurance Schedule in the form attached or in such other form as Landlord may from time to time prescribe.

5.10.4 Payment for Tenant Work. Tenant shall timely pay the entire cost of all Tenant Work (except to the extent of any Pre-Occupancy Finish Work to be performed and paid for by Landlord as set forth on Exhibit C), so that the Premises shall always be free of liens for labor or materials. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant and that no mechanic's or other lien for any such labor or materials shall attach to or affect the estate or interest of Landlord in and to the Premises, Phase 1, or the Land, and upon Landlord's request, to the maximum extent permitted by law, Tenant shall cause any Tenant Independent Contractor to execute and deliver an acknowledgement confirming the same in such form as Landlord may from time to time prescribe. If any mechanic's lien (which term shall include all similar liens relating to the furnishing of labor and materials) is filed against the Project (or any part thereof) which is claimed to be attributable to Tenant, its agents, employees or contractors, Tenant shall give immediate notice of such lien to Landlord and shall promptly discharge the same by payment or filing any necessary bond within ten (10) days after Tenant has notice (from any source) of such mechanic's lien. For the avoidance of doubt, the parties hereby confirm and agree that the term "labor and materials" as used herein shall be deemed to include, among other things, design professional services under M.G.L. c. 254 (or any successor statute) and that the provisions of this Section 5.10.4 shall survive the expiration or earlier termination of this Lease.

5.11 HEAVY EQUIPMENT

Tenant will not bring into or install in the Premises any safes, or bulky or heavy furnishings, equipment, or machines without the prior approval of Landlord as to methods and scheduling of transportation and installation (Landlord may prohibit installation if the weight of any such item will exceed a floor loading limit of live load: 50 pounds per square foot and allowance for partitions of 20 pounds per square foot, or if Landlord decides that the same will cause vibration, odor or noise to be transmitted to the Project structure or to areas outside the Premises), nor shall Tenant move any furniture, furnishings, equipment or machines into or out of the Project except by prior arrangement with and approval of Landlord and by reimbursing Landlord for any expenses incurred in connection therewith (including costs of supervision, and the like).

5.12 SURRENDER AND LIEN FOR RENT

At the expiration of the Term or earlier termination of this Lease, without the requirement of any notice, Tenant shall peaceably surrender the Premises including all Tenant Work (such Tenant Work to be in conformity with the provisions hereof) and all replacements thereof, including carpeting, any water or electricity meters, and all fixtures, partitions, or other portions of Tenant Work in any way bolted or otherwise attached to the Premises (which shall become the property of Landlord), provided, however, that Tenant shall remove all Tenant Property, restore any slab penetrations made by Tenant, and remove any subtenant demising walls, private bath or shower facilities, and other Tenant Work that Landlord may direct Tenant to remove, which items Landlord will designate at the time of Landlord's approval of such work if requested by Tenant in its submission for such Landlord approval, and leave the Premises and improvements in the condition in which the same are required to be maintained under Section 5.1. Tenant shall, on or before the expiration or earlier termination of this Lease, remove the goods, effects, fixtures, and

improvements which Tenant is required or permitted to remove in accordance with the provisions of this Section, making any repairs to the Premises and other areas necessitated by such removal and leaving the Premises clean and tenantable. Should Tenant fail to remove any of such items, Landlord may have them removed forcibly, if necessary, and store any of Tenant's property in a public warehouse at the risk of Tenant. If such items are not removed from storage within thirty (30) days, such items may be sold by any customary methods in order to pay storage costs and other expenses of Landlord. The expense of such removal, storage and reasonable repairs necessitated by such removal shall be borne by Tenant or reimbursed by Tenant to Landlord.

5.13 PERSONAL PROPERTY TAXES

Tenant shall pay promptly when due all taxes (and charges in lieu thereof) imposed upon personal property in the Premises, no matter to whom assessed (including, without limitation, fixtures, equipment and all Tenant Work).

ARTICLE VI

CASUALTY AND TAKING

6.1 DAMAGE BY FIRE OR CASUALTY

If the Premises or any part thereof shall be damaged by fire or other insured casualty, then, subject to the last two paragraphs of this Section 6.1, Landlord shall proceed with diligence, subject to then applicable statutes, building codes, zoning ordinances and regulations of any governmental authority, and at the expense of Landlord (but only to the extent of insurance proceeds made available to Landlord by any Holder) to repair or cause to be repaired such damage, including such Tenant Work as shall have been so damaged. All such repairs made necessary by any act or omission of Tenant shall be made at the Tenant's expense to the extent that the cost of such repairs are less than the deductible amount in Landlord's insurance policy. All repairs to Tenant Work shall be performed by Landlord at Tenant's expense. The cost of all repairs performed under this Section 6.1 by Landlord at Tenant's expense (including costs of design fees, financing, and charges for administration, overhead and construction management services by Landlord and Landlord's contractor) shall constitute an additional charge hereunder. All repairs to and replacements of property which Tenant is entitled to remove shall be made by and at the expense of Tenant. If the Premises or any part thereof shall have been rendered unfit for use and occupation hereunder by reason of such damage the Annual Fixed Rent or a just and proportionate part thereof, according to the nature and extent to which the Premises shall have been so rendered unfit, shall be abated until the Premises (except as to the property which is to be repaired by or at the expense of Tenant) shall have been restored as nearly as practicable to the condition in which they were immediately prior to such fire or other casualty, provided, however, that if Landlord or any Holder shall be unable to collect the insurance proceeds (including rent insurance proceeds) applicable to such damage because of some action or inaction on the part of Tenant, or the employees, licensees or invitees of Tenant, the cost of repairing such damage shall be paid by Tenant and there shall be no abatement of rent. Landlord shall not be liable for delays in the making of any such repairs which are due to government regulation, casualties and strikes, unavailability of labor and materials, delays in obtaining insurance proceeds, and other causes beyond the reasonable control of Landlord, nor shall Landlord be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting from delays in repairing such damage.

If (i) the Premises are so damaged by fire or other casualty (whether or not insured) at any time during the last thirty (30) months of the Term that the cost to repair such damage is reasonably estimated to exceed one-third of the total Annual Fixed Rent payable hereunder for the period from the estimated completion date of repair until the end of the Term, (ii) at any time the Project (or any portion thereof, whether or not including any portion of the Premises) is so damaged by fire or other casualty (whether or not insured) that substantial alteration or reconstruction or demolition of the Project (or a portion thereof) shall in Landlord's judgment be required, or (iii) at any time damage to the Project occurs by fire or other insured casualty and any Holder shall refuse to permit insurance proceeds to be utilized for the repair or replacement of such property and Landlord determines not to repair such damage, then and in any of such events, this Lease and the Term hereof may be terminated at the election of Landlord by a notice from Landlord to Tenant within ninety (90) days, or such longer period as is required to complete arrangements with any Holder regarding such situation, following such fire or other casualty; the effective termination date pursuant to such notice shall be not less than thirty (30) days after the day on which such termination notice is received by Tenant. In the event of any termination, the Term shall expire as though such effective termination date were the date originally stipulated in Section 1.1 for the end of the Term and the Annual Fixed Rent and additional charges under Section 2.6.1 shall be apportioned as of such date.

Landlord shall provide Tenant, within ninety (90) days of any such casualty, with a written estimate prepared by an engineer or contractor selected by Landlord setting forth such engineer's or contractor's estimate as to the time reasonably required to complete the necessary restoration work (the "Landlord's Estimate). In the event that the Premises, or any part thereof, shall be so damaged or destroyed by fire or other insured casualty that Tenant shall not have reasonably convenient access to the Premises or any material portion of the Premises shall thereby be otherwise rendered unfit for use and occupancy by the Tenant for the Permitted Uses, and if in the judgment of Landlord's engineer or contractor the damage or destruction may not be repaired within three hundred sixty-five (365) days with available insurance proceeds, then Tenant shall have the right to terminate this Lease by giving written notice of such termination to Landlord within the period of forty-five (45) days after the delivery of Landlord's Estimate.

6.2 CONDEMNATION - EMINENT DOMAIN

In case during the Term all or any substantial part of the Premises or Phase 1 or the common areas of the Project are taken by eminent domain or Landlord receives compensable damage by reason of anything lawfully done in pursuance of public or other authority, this Lease shall terminate at Landlord's election, which may be made (notwithstanding that Landlord's entire interest may have been divested) by notice given to Tenant within 90 days after the election to terminate arises, specifying the effective date of termination. The effective date of termination specified by Landlord shall not be less than 15 nor more than 30 days after the date of notice of such termination. Unless terminated pursuant to the foregoing provisions, this Lease shall remain in full force and effect following any such taking, subject, however, to the following provisions. If in any such case the Premises are rendered unfit for use and occupation and this Lease is not terminated, Landlord shall use due diligence (following the expiration of the period in which Landlord may terminate this Lease pursuant to the foregoing provisions of this Section) to put the Premises, or what may remain thereof (excluding any items installed or paid for by Tenant which Tenant may be required to remove pursuant to Section 5.12), into proper condition for use and occupation and a just proportion of the Annual Fixed Rent and additional charges under Section 2.6.1 according to the nature and extent of the injury shall be abated until the Premises or such remainder shall have been put by Landlord in such condition; and in case of a taking which permanently reduces the area of the Premises, a just proportion of the Annual Fixed Rent and additional charges under Section 2.6.1 shall be abated for the remainder of the Term.

6.3 EMINENT DOMAIN AWARD

Except for Tenant's relocation expenses (specifically so designated by the court or authority having jurisdiction over the matter) Landlord reserves to itself any and all rights to receive awards made for damages to the Premises, the Project or the leasehold hereby created, or any one or more of them, accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof. Notwithstanding the foregoing, Tenant may bring its own claim against the condemning authority, in its own name and at its own cost, for (a) the taking of Tenant Property, (b) interruption or damage to Tenant's business or loss of goodwill, and (c) Tenant's relocation costs, provided in each case that Landlord's award is not reduced or otherwise adversely affected thereby. Tenant has no right to claim or receive any part of Landlord's award, and no right to any award for the value of Tenant's leasehold estate or the unexpired Term.

6.4 TEMPORARY TAKING

In the event of any taking of the Premises or any part thereof for temporary use for a period of one year or less, (i) this Lease shall be and remain unaffected thereby and rent shall not abate, and (ii) Tenant shall be entitled to receive for itself such portion or portions of any award made for such use with respect to the period of the taking which is within the Term, provided that if such taking shall remain in force at the expiration or earlier termination of this Lease, Tenant shall then pay to Landlord a sum equal to the reasonable cost of performing Tenant's obligations under Section 5.12 with respect to surrender of the Premises and upon such payment shall be excused from such obligations.

ARTICLE VII

DEFAULT

7.1 TERMINATION FOR DEFAULT OR INSOLVENCY

This Lease is upon the condition that (1) if Tenant shall fail to perform or observe any of Tenant's covenants, and if such failure shall continue, (a) in the case of rent or payment of additional charges or any sum due Landlord hereunder, for more than ten (10) days after written notice thereof (provided Landlord shall not be required to provide more than one notice in any 12-month period), or (b) [reserved], or (c) in any other case, after notice, for more than thirty (30) days (provided that if correction of any such matter reasonably requires longer than 30 days and Tenant so notifies Landlord within 20 days after Landlord's written notice is given together with an estimate of time required for such cure, Tenant shall be allowed such longer period, but only if cure is begun within such 30-day period and such delay does not cause increased risk of damage to person or property), provided, however, that there shall be no cure period for any failure to perform any obligations under Section 5.12, or (2) if three or more notices under clause (1) hereof are given in any twelve month period (failure to pay rent or any other sum for more than 3 days after the particular due date shall have the same effect under this clause (2) as such a notice); (3) if Tenant shall (for more than 30 days) fail to occupy or shall vacate all or any portion of the Premises; (provided, however, that this clause (3) shall not apply so long as Tenant complies with the second sentence of Section 5.2, above); (4) if the leasehold hereby created shall be taken on execution, or by other process of law, or if any assignment shall be made of Tenant's property or the property of any guarantor, if any, of Tenant's obligations hereunder ("Guarantor") for the benefit of creditors; or (5) if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's or (if any) the Guarantor's property and such appointment is not discharged within 90 days thereafter or if a petition including, without limitation, a petition for reorganization or arrangement is filed by Tenant or (if any) the Guarantor under any bankruptcy law or is filed against Tenant or the Guarantor and, in the case of a filing against Tenant only, the same shall not be dismissed within 90 days from the date upon which it is filed, then, and in any of said cases, Landlord may, immediately or at any time thereafter, elect to terminate this Lease by notice of termination, by entry, or by any other means available under law and may recover possession of the Premises as provided herein. Upon termination by notice, by entry, or by any other means available under law, Landlord shall be entitled immediately, in the case of termination by notice or entry, and otherwise in accordance with the provisions of law to recover possession of the Premises from Tenant and those claiming through or under the Tenant. Such termination of this Lease and repossession of the Premises shall be without prejudice to any remedies which Landlord might otherwise have for arrears of rent or for a prior breach of the provisions of this Lease. Tenant waives any statutory notice to quit and equitable rights in the nature of further cure or redemption, and Tenant agrees that upon Landlord's termination of this Lease Landlord shall be entitled to re-entry and possession in accordance with the terms hereof. Landlord may, without notice, store Tenant's personal property (and those of any person claiming under Tenant) at the expense and risk of Tenant or, if Landlord so elects, Landlord may sell such personal property at public auction or auctions or at private sale or sales after seven days' notice to Tenant and apply the net proceeds to the earliest of installments of rent or other charges owing Landlord. Tenant agrees that a notice by Landlord alleging any default shall, at Landlord's option (the exercise of such option shall be indicated by the inclusion of the words "notice to quit" in such notice), constitute a statutory notice to quit. If Landlord exercises its option to designate a notice of default hereunder as a statutory notice to quit, any grace periods provided for herein shall run concurrently with any statutory notice periods. Landlord and Tenant waive trial by jury in any action to which they are parties. Tenant further agrees that it shall not interpose any counterclaim or set-off in any summary proceeding or in any action based in whole or in part on non-payment of rent unless Tenant has no right to commence an independent proceeding to seek to recover on account of such claim.

7.2 REIMBURSEMENT OF LANDLORD'S EXPENSES

In the case of termination of this Lease pursuant to Section 7.1, Tenant shall reimburse Landlord for all expenses arising out of such termination, including without limitation, all costs incurred in collecting amounts due from Tenant under this Lease (including reasonable, out-of-pocket attorneys' fees, costs of litigation and the like); all expenses incurred by Landlord in attempting to relet the Premises or parts thereof (including advertisements, brokerage commissions, Tenant's allowances, costs of preparing space, and the like); all of Landlord's then unamortized costs of any Finish Work allowances provided to Tenant for the Premises; and all Landlord's other reasonable expenditures necessitated by the termination. The reimbursement from Tenant shall be due and payable immediately from time to time upon notice from Landlord that an expense has been incurred, without regard to whether the expense was incurred before or after the termination.

7.3 DAMAGES

Landlord may elect by written notice to Tenant within one year following such termination to be indemnified for loss of rent by a lump sum payment representing the then present value of the amount of rent and additional charges which would have been paid in accordance with this Lease for the remainder of the Term minus the then present value of the aggregate fair market rent and additional charges payable for the Premises for the remainder of the Term (if less than the rent and additional charges payable hereunder), estimated as of the date of the termination, and taking into account reasonable projections of vacancy and time required to re-lease the Premises. (For the purposes of calculating the rent which would have been paid hereunder for the lump sum payment calculation described herein, the last full year's additional charges under Section 2.6 is to be deemed constant for each year thereafter. The Federal Reserve discount rate (or equivalent) shall be used in calculating present values.) Should the parties be unable to agree on a fair market rent, the matter shall be submitted, upon the demand of either party, to the Boston, Massachusetts office of the American Arbitration Association, with a request for arbitration in accordance with the rules of the Association by a single arbitrator who shall be an MAI appraiser with at least ten years' experience as an appraiser of major office buildings in downtown Boston. The parties agree that a decision of the arbitrator shall be conclusive and binding upon them. If, at the end of the Term, the rent which Landlord has actually received from the Premises is less than the aggregate fair market rent estimated as aforesaid, Tenant shall thereupon pay Landlord the amount of such difference. If and for so long as Landlord does not make the election provided for in this Section 7.3 above, Tenant shall indemnify Landlord for the loss of rent by a payment at the end of each month which would have been included in the Term, representing the excess of the rent which would have been paid in accordance with this Lease (Annual Fixed Rent under Section 2.5, and additional charges which would have been payable under Section 2.6 to be ascertained monthly) over the rent actually derived from the Premises by Landlord for such month (the amount of rent deemed derived shall be the actual amount less any portion thereof attributable to Landlord's reletting expenses described in Section 7.2 which have not been reimbursed by Tenant thereunder).

In lieu of the damages, indemnity, and full recovery by Landlord of the sums payable under the foregoing provisions of this Section 7.3, Landlord may, by written notice to Tenant within six months after termination under any of the provisions contained in Section 7.1 and before such full recovery, elect to recover, and Tenant shall thereupon pay, as minimum liquidated damages under this Section 7.3, an amount equal to (i) the aggregate of the Annual Fixed Rent under Section 2.5 and additional charges under Section 2.6 for the twelve-month period ending one year after the termination date (or, if lesser, for the balance of the Term had it not been terminated), plus (ii) the amount of Annual Fixed Rent and additional charges of any kind accrued and unpaid at the time of termination, and minus (iii) the amount of any recovery by Landlord under the foregoing provisions of this Section 7.3 up to the time of payment of such liquidated damages (but reduced by any amounts of reimbursement under Section 7.2). The amount under clause (i) represents a reasonable forecast of the minimum damages expected to occur in the event of a breach, taking into account the uncertainty, time and cost of determining elements relevant to actual damages, such as fair market rent, time and costs that may be required to re-lease the Premises, and other factors. Liquidated damages hereunder shall not be in lieu of any claims for reimbursement under Section 7.2.

Free rent amounts, rent holidays, rent waivers, rent forgivenesses and the like (collectively "Free Rent Amounts"), if any, have been agreed to by Landlord as inducements for Tenant to enter into and faithfully to perform all of its obligations contained in this Lease. For all purposes under this Lease, upon the termination of this Lease resulting from the occurrence of any event under Section 7.1, any Free Rent Amounts set forth in this Lease shall be deemed void as of the date of execution hereof as though such Free Rent Amounts had never been included in this Lease, and calculations of amounts due hereunder, damages and the like shall be determined accordingly.

7.4 MITIGATION

Any obligation imposed by law upon Landlord to relet the Premises after any termination of the Lease shall be subject to the reasonable requirements of Landlord to lease to high quality tenants on such terms as Landlord may from time to time deem appropriate and to develop the Building in a harmonious manner with an appropriate mix of uses, tenants, floor areas and terms of tenancies, and the like, and Landlord shall not be obligated to relet the Premises to any party to whom Landlord or its affiliate may desire to lease other available space in the Project.

7.5 CLAIMS IN BANKRUPTCY

Nothing herein shall limit or prejudice the right of Landlord to prove and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization, by reason of the termination, an amount equal to the maximum allowed by a statute of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount is greater to, equal to, or less than the amount of the loss or damage which Landlord has suffered.

7.6 INTEREST ON UNPAID AMOUNTS

If any payment of Annual Fixed Rent, additional charges, or other payment due from Tenant to Landlord is not paid when due, then without notice and in addition to all other remedies hereunder, Tenant shall pay to Landlord interest on such unpaid amount equal to [***] of the amount in question for each month and for each part thereof during which said delinquency continues on a cumulative and compounding basis; provided, however, in no event shall such interest exceed the maximum amount permitted to be charged by applicable law.

7.7 FINANCIAL STATEMENTS

Upon Landlord's request from time to time (which request shall be made not more than once in any twelve (12) month period other than in connection with the sale of the Building or any interest therein or any financing or re-financing of mortgages on the Building, or recapitalization thereof, or if a default by Tenant beyond applicable notice and cure periods has occurred), Tenant shall provide to Landlord the financial statements for Tenant for its most recent fiscal year. Financial statements for each fiscal year shall be prepared and certified by a certified public accountant.

7.8 VACANCY DURING LAST SIX MONTHS

If Tenant vacates substantially all of the Premises (or substantially all of any major portion of the Premises, including a floor thereof) at any time within the last 6 months of the Term, Landlord may enter the Premises (or such portion) and commence demolition work or construction of leasehold improvements for future tenants. The exercise of such right by Landlord will not affect Tenant's obligations to pay Annual Fixed Rent or additional charges with respect to the Premises (or such portion), which obligations shall continue without abatement until the end of the Term.

7.9 LANDLORD DEFAULT

In no event shall Landlord be deemed to be in default of its obligations under the Lease unless Tenant has given Landlord written notice specifying such default and Landlord has failed to cure such default within [***] days after Landlord receives such notice or such longer period of time as Landlord may reasonably require to cure such default. Except as may be expressly provided in this Lease, in no event shall Tenant have the right to terminate the Lease nor shall Tenant's obligation to pay Annual Fixed Rent or other charges under this Lease abate based upon any default by Landlord of its obligations under the Lease. This Lease shall be construed as though Landlord's and Tenant's covenants contained herein are independent and not dependent, and Tenant hereby waives the benefit of any statute or judicial law to the contrary.

ARTICLE VIII

MISCELLANEOUS

8.1 MEASUREMENT OF FLOOR AREA

The Rentable Floor Area of the Premises originally leased to Tenant shall be conclusively deemed to be as specified in Section 1.1. Any change in the Rentable Floor Area of the Premises on account of expansion, casualty, or the like shall be determined in accordance with Exhibit E. The Rentable Floor Area of the Building as specified in Section 1.1 is an estimate only, may change from time to time, and shall be determined from time to time by Landlord based on area computations supplied by the Architect in accordance with Exhibit E, which determinations shall be conclusive unless disputed by Tenant within 10 days of receipt. References in this Lease to floor area measurements shall mean Rentable Floor Area unless the reference explicitly provides otherwise.

8.2 HOLDOVER

If Tenant remains in the Premises after the termination or expiration of the Term, such holding over shall be, except as Landlord may elect pursuant to the next sentence, as a tenant at sufferance at a monthly fixed rent ("Holdover Rent") equal to the greater of twice the Annual Fixed Rent due hereunder for the last month of the Term or twice the rent being quoted by Landlord for comparable space in Phase 1 at the time of the termination or expiration of the Term, and otherwise subject to all the covenants and conditions (including obligations to pay additional charges under Section 2.6) of this Lease as though it had originally been a monthly tenancy.

Notwithstanding the establishment of any holdover tenancy following the expiration or earlier termination of the Term, if Tenant fails promptly to vacate the Premises at the expiration or earlier termination of the Term, Tenant shall indemnify and hold Landlord harmless from and against any claim, loss, cost or expense (including reasonable attorneys' fees) arising out of Tenant's failure promptly to vacate the Premises (or any portion thereof).

8.3 ESTOPPEL CERTIFICATES

At Landlord's request, from time to time, Tenant agrees to execute and deliver to Landlord, within ten (10) business days after such request, a certificate which acknowledges the dates on which the Term begins and ends, tenancy and possession of the Premises and recites such other facts concerning any provision of the Lease or payments made under the Lease which Landlord or a mortgagee or lender or a purchaser or prospective purchaser of the Building or any interest therein or any other party may from time to time reasonably request. Tenant acknowledges that the execution and delivery of such certificates in connection with a financing or sale in a prompt manner constitute requirements of Landlord's financing and/or property dispositions. Without limitation of the foregoing, Tenant agrees to execute a document in the form of Exhibit F within ten (10) business days after Landlord's request, correcting as appropriate any representations which are not then correct.

8.4 NOTICE

Any notice, approval, consent and other like communication hereunder from Landlord to Tenant or from Tenant to Landlord shall be effective only if given in writing and shall be deemed duly served (i) if and when hand delivered, (ii) if and when mailed prepaid certified or registered mail, or (iii) the next business day if sent by national recognized overnight courier which provides evidence of delivery (in any case, whether or not accepted for delivery). Communications to Tenant shall be addressed to Tenant's Authorized Representative at the Original Address of Tenant set forth in Section 1.1 prior to the Term Commencement Date and thereafter at Tenant's Notice Address set forth in Section 1.1. Communications to Landlord shall be addressed to the Notice Address for Landlord. Either party may from time to time designate other addresses within the continental United States by notice to the other. Notices from either party may be given by such party or by its attorney or agent acting on behalf of such party.

8.5 LANDLORD'S RIGHT TO CURE

At any time and after reasonable prior notice (which such notice shall not be required in cases of emergency), Landlord may, but need not, cure any failure by Tenant to perform its obligations under this Lease. Whenever Landlord chooses to do so, Tenant shall pay all costs and expenses incurred by Landlord in curing any such failure, including, without limitation, reasonable attorneys' fees together with an administrative charge equal to 15% of such costs and expenses (or such higher percentage as may then be customary with respect to first-class office buildings in downtown Boston) and interest from the date each cost or expense was incurred as provided in Section 7.6.

8.6 SUCCESSORS AND ASSIGNS

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such Subtenants of Tenant as are permitted hereunder. The term "Landlord" means the original Landlord named herein, its successors and assigns. The term "Tenant" means the original Tenant named herein and its permitted successors and assigns. The term "Landlord's Managing Agent" means the original Landlord's Managing Agent, its successors and assigns.

8.7 BROKERAGE

Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease or any other space in the Project except for any broker designated in Section 1.1. Tenant covenants to pay, hold harmless and indemnify Landlord from and against any and all costs, expense or liability for any compensation, commissions and charges claimed by any broker or agent other than any such broker designated in Section 1.1 with respect to this Lease or the negotiation thereof arising from a breach of the foregoing warranty. Landlord shall be responsible for payment of any brokerage commission to any broker designated in Section 1.1 as designated in a separate agreement between Landlord and such broker.

8.8 WAIVER

The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Lease, or, with respect to such failure of Landlord, any of the Rules and Regulations referred to in Section 5.3, whether heretofore or hereafter adopted by Landlord, shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the effect of an original violation, nor shall the failure of Landlord to enforce any of said Rules and Regulations against any other tenant of the Building be deemed a waiver of any such Rules or Regulations. The receipt by Landlord of Fixed Rent or additional charges with knowledge of the breach of any covenant of this Lease shall not be deemed waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord, or by Tenant, unless such waiver be in writing signed by the party to be charged. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

8.9 ACCORD AND SATISFACTION

Unless Landlord otherwise notifies Tenant in writing, no acceptance by Landlord of a lesser sum than all Fixed Rent and additional charges then due shall be applied or deemed to be applied except as follows: first, to interest due under Section 7.6; and second, to the installments of Fixed Rent and other charges most recently due. No endorsement or statement by Tenant on or accompanying any check or payment shall alter the application of such check or payment as set forth above. No such endorsement or statement shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of all amounts due or pursue any other remedy provided in this Lease. The delivery of keys to Landlord or to Landlord's Managing Agent shall not operate as a termination of this Lease or a surrender of the Premises.

8.10 REMEDIES CUMULATIVE

The specific rights which Landlord possesses and the specific remedies to which Landlord may resort under this Lease are cumulative and are not intended to be exclusive of any other rights or remedies to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease or any violation or threatened violation of law by Tenant. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by court order of the violation or attempted or threatened violation of any of the provisions of this Lease or of applicable law or to a decree compelling specific performance of any such provisions.

8.11 PARTIAL INVALIDITY

If any term of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

8.12 WAIVERS OF SUBROGATION

The parties hereto shall each procure an appropriate clause in, or endorsement on, any property insurance policy on the Premises or any personal property, fixtures or equipment located thereon or therein, pursuant to which the insurer waives subrogation or consents to a waiver of right of recovery in favor of either party, its respective agents or employees. Having obtained or agreed to obtain such clauses and/or endorsements, each party hereby agrees that it will not make any claim against or seek to recover from the other or its agents or employees for any loss or damage to its property or the property of others resulting from fire or other perils covered by such property insurance (or which would have been covered had the insurance required under this Lease been maintained) regardless of the cause or origin of such loss or damage, including, but not limited to, the negligence of such other party or its agents or employees.

8.13 ENTIRE AGREEMENT

This Lease contains all of the agreements between Landlord and Tenant with respect to the Premises and supersedes all prior writings and dealings between them with respect thereto.

8.14 NO AGREEMENT UNTIL SIGNED

The submission of this Lease or a summary of some or all of its provisions for examination does not constitute a reservation of or option for the Premises or an offer to lease and no legal obligations shall arise with respect to the Premises or other matters herein until this Lease is executed and delivered by Landlord and Tenant and approved by the holder of any mortgage on the Building having the right to approve this Lease.

8.15 TENANT'S AUTHORIZED REPRESENTATIVE

Tenant designates the person named from time to time as Tenant's Authorized Representative to take all acts of Tenant hereunder. Landlord may rely on the acts of such Authorized Representative without further inquiry or evidence of authority. Tenant's Authorized Representative shall be the person so designated in Section 1.1 and such successors as may be named from time to time by the then current Tenant's Authorized Representative or by Tenant's president.

8.16 NOTICE OF LEASE

Landlord and Tenant agree not to record this Lease. If appropriate, both parties will, at the request of either, execute, acknowledge and deliver a Notice of Lease after the Term Commencement Date occurs and a Notice of Termination of Lease Term, each in recordable form. Such notices shall contain only the information required by law for recording. Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact (which appointment shall survive termination of the Term) with full power of substitution to execute, acknowledge and deliver a Notice of Termination of Lease Term in Tenant's name if Tenant fails to do so within 10 days after request therefor.

8.17 TENANT AS BUSINESS ENTITY

Tenant hereby warrants, represents and certifies that (a) Tenant is duly organized, validly existing and in good standing under the laws of the jurisdiction in which such entity was organized; (b) Tenant has the authority to own its property and to carry on its business as contemplated under this Lease; (c) to Tenant's knowledge, Tenant is in compliance with all laws and orders of public authorities applicable to Tenant, (d) Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, group, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control and that it is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation; (e) Tenant has duly executed and delivered this Lease; (f) the execution, delivery and performance by Tenant of this Lease (i) are within the powers of Tenant, (ii) have been duly authorized by all requisite action, (iii) will not violate any provision of law or any order of any court or agency of government, or any agreement or other instrument to which Tenant is a party or by which it or any of its property is bound, and (iv) will not result in the imposition of any lien or charge on any of Tenant's property, except by the provisions of this Lease; and (g) the Lease is a valid and binding obligation of Tenant in accordance with its terms. Tenant agrees that any breach of the foregoing shall at Landlord's election be a default under this Lease for which there shall be no cure, and Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing warranty, representation, and certification. The provisions of this Section 8.17 shall survive the expiration or earlier termination of the Term. Upon execution of this Lease, Tenant shall provide a board resolution or other entity vote authorizing the execution of this Lease on behalf of Tenant and identifying the person authorized to execute this Lease on behalf of Tenant together with a clerk's or secretary's certificate indicating that such authorized person has in fact executed this Lease. If Tenant shall fail to provide such resolution or vote, then the person executing this Lease on behalf of Tenant shall be deemed to have represented and warranted to Landlord that such person is duly authorized to execute and deliver this Lease on behalf of Tenant.

8.18 RELOCATION

Landlord reserves the right to relocate the Premises to other space within the Building (the "Relocation Premises") on or above the thirty-second (32nd) floor of comparable or superior quality (or, with the prior approval of the first mortgagee of the Building, to such space within Phase 2) with views reasonably comparable to the Premises taking into account the location and configuration of the Relocation Premises by giving Tenant not less than six (6) months' prior notice of such intention to relocate. If within one month after receipt of the Relocation Notice, Tenant has not agreed with Landlord as to the Relocation Premises, the timing of such relocation and the terms of such relocation, then Landlord shall have the option either to withdraw its relocation notice or to terminate this Lease on a date which is at least six months thereafter (such date to take effect as though the Lease had then expired).

In the event of a relocation under this Section 8.18, all of the terms of this Lease shall apply to the Relocation Premises; provided, if the Rentable Floor Area of the Relocation Premises is less than the Rentable Floor Area of the Premises originally leased by Tenant hereunder, Annual Fixed Rent and other costs hereunder calculated based upon the Rentable Floor Area of the Premises shall be adjusted to reflect the actual square feet of Rentable Floor Area of the Relocation Premises. For the avoidance of doubt, in no event shall Tenant's Fixed Annual Rent or other charges hereunder for the Relocation Premises (by virtue of the increased square feet of Rentable Floor Area of the Relocation Premises) be greater than as set forth in this Lease for the same periods of time.

If Landlord and Tenant do so agree on relocation, then, effective on the date of such relocation, this Lease shall be amended by deleting the description of the original Premises and the Rentable Floor Area of Premises set forth in Section 1.1 and substituting therefor information relating to the Relocation Premises. Landlord agrees to (x) relocate Tenant's furniture, fixtures and equipment ("FF&E") which shall include any supplemental HVAC installed by Tenant, (y) pay the reasonable cost of moving Tenant and Tenant's wiring, cabling and FF&E to the Relocation Premises, and (z) finish the Relocation Premises to a condition comparable to the then condition of the Premises. Landlord agrees to use commercially reasonable efforts to coordinate any such relocation in a manner that minimizes any interference with Tenant's business operations.

8.19 CONSTRUCTION ON ADJACENT PROPERTY

Landlord makes no warranty or covenant, express or implied, concerning the operation or condition of Phase 2. Landlord shall have the right, in connection with the development, redevelopment, alteration, improvement, operation, maintenance, or repair of Phase 2, to subject the Land and Phase 1 to easements for the construction, reconstruction, alteration, improvement, operation, repair or maintenance of Phase 2, for access and egress to and from Phase 2, for parking, for the installation, maintenance, repair, replacement or relocation of utilities serving Phase 2 and to subject the Land and Phase 1 to such other rights, agreements, and covenants for such purposes as Landlord may reasonably determine. Tenant hereby agrees that this Lease shall be subject and subordinate to any such matters which do not unreasonably interrupt Tenant's use of or materially adversely affect all of Tenant's reasonable access to the Premises. The foregoing sentence shall be self-operative.

Landlord and its agents, employees, licensees and contractors shall also have the right to enter on the Land or Phase 1 to undertake work pursuant to any easement granted pursuant to the above paragraph; to shore up the foundations and/or walls of Phase 1; to erect scaffolding and protective barricades around, within or adjacent to Phase 1; and to do any other act necessary for the safety of Phase 1 or the expeditious completion of such work. Landlord shall not be liable to Tenant for any compensation or reduction of rent by reason of inconvenience or annoyance or for loss of business resulting from any act by Landlord pursuant to this Section 8.19. Landlord shall use commercially reasonable efforts to minimize the extent and duration of any inconvenience, annoyance or disturbance to Tenant or Tenant's access to the Premises resulting from any work pursuant to this Section 8.19 in or about Phase 1, consistent with accepted construction practice.

8.20 MISCELLANEOUS PROVISIONS

This Lease may be executed in counterparts and shall constitute the agreement of Landlord and Tenant whether or not their signatures appear in a single copy hereof. This Lease shall be construed as a sealed instrument and shall be governed exclusively by the provisions hereof and by the laws of The Commonwealth of Massachusetts as the same may from time to time exist. The titles are for convenience only and shall not be considered a part of the Lease. Where the phrases "persons acting under Tenant" or "persons claiming under Tenant" or similar phrases are used, such persons shall include Subtenants and all employees, agents, independent contractors and invitees of Tenant or of any Subtenant. The enumeration of specific examples of or inclusions in a general provision shall not be construed as a limitation of the general provision. If Tenant is granted any extension option, expansion option or other right or option, the exercise of such right or option (and notice thereof) must be unconditional to be effective , time always being of the essence to the exercise of such right or option; and if Tenant purports to condition the exercise of any option or to vary its terms in any manner, then the option granted shall be void and the purported exercise shall be ineffective. Unless otherwise stated herein, any consent or approval required hereunder may be given or withheld in the sole absolute discretion of the party whose consent or approval is required. Nothing herein shall be construed as creating the relationship between Landlord and Tenant of principal and agent, or of partners or joint venturers or any relationship other than landlord and tenant. "Business days" are Monday through Friday of each week, excluding Holidays. This Lease and all consents, notices, approvals and all other documents relating hereto may be reproduced by any party by photographic, microfilm, microfiche or other reproduction process and the originals thereof may be destroyed; and each party agrees that any reproductions shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not reproduction was made in the regular course of business) and that any further reproduction of such reproduction shall likewise be admissible in evidence. This Lease may be amended only by a writing signed by all of the parties hereto.

8.21 ERISA

To satisfy compliance with The Employee Retirement Income Security Act of 1974, as amended, Tenant represents and warrants to Landlord and The Prudential Insurance Company of America ("Investor") that (A) neither Tenant nor any of its affiliates within the meaning of Part V(c) of Prohibited Transaction Exemption 84-14 granted

by the U.S. Department of Labor ("PTE 84-14") , has, or during the immediately preceding year has exercised, the authority to appoint or terminate Investor as investment manager of any assets of the employee benefit plans whose assets are held by Investor or to negotiate the terms of any management agreement with Investor on behalf of any such plan; (B) Tenant is not a related party of Investor (as defined in V(h) of PTE 84-14); and (C) the terms of the Lease were negotiated and determined at arm's length, as such terms would be negotiated and determined by unrelated parties.

ARTICLE IX

LANDLORD'S LIABILITY AND ASSIGNMENT FOR FINANCING

9.1 LANDLORD'S LIABILITY

Tenant agrees from time to time to look only to Landlord's interest in Phase 1 for satisfaction of any claim against Landlord hereunder or under any other instrument related to the Lease (including any separate agreements among the parties and any notices or certificates delivered by Landlord) and not to any other property or assets of Landlord. If Landlord from time to time transfers its interest in Phase 1 (or part thereof which includes the Premises), then from and after each such transfer Tenant shall look solely to the interests in Phase 1 of each of Landlord's transferees for the performance of all of the obligations of Landlord hereunder (or under any related instrument). The obligations of Landlord shall not be binding on any partners (or members, trustees or beneficiaries) of Landlord or of any successor, individually, but only upon Landlord's or such successor's interest described above. If Landlord shall refuse or fail to provide any consent or approval for any matter for which Landlord's consent or approval is required under this Lease or is otherwise requested by Tenant, Landlord shall not be liable for damages as a result thereof, and Tenant's sole remedy to enforce any alleged obligation of Landlord to provide such consent or approval shall be an action for specific performance, injunction, or declaratory relief. In no event shall Landlord ever be liable to Tenant for loss of profits, loss of business, or indirect or consequential damages suffered by Tenant from whatever cause.

9.2 ASSIGNMENT OF RENTS

(a) With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property which includes the Premises, Tenant agrees that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage shall never be treated as an assumption by such holder of any of the obligations of Landlord hereunder unless such holder shall, by notice sent to Tenant, specifically otherwise elect and, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises.

(b) In no event shall the acquisition of Landlord's interest in the Property by a purchaser which, simultaneously therewith, leases Landlord's entire interest in the Property back to the seller thereof be treated as an assumption by operation of law or otherwise, of Landlord's obligations hereunder, but Tenant shall look solely to such seller-lessee, and its successors from time to time in title, for performance of Landlord's obligations hereunder. In any such event, this Lease shall be subject and subordinate to the lease to such purchaser. For all purposes, such seller-lessee, and its successors in title, shall be the Landlord hereunder unless and until Landlord's position shall have been assumed by such purchaser-lessor.

(c) Except as provided in paragraph (b) of this Section 9.2, in the event of any transfer of title to the Property by Landlord, Landlord shall thereafter be entirely freed and relieved from the performance and observance of all covenants and obligations hereunder. Tenant hereby agrees to enter into such agreements or instruments as may, from time to time, be requested in confirmation of the foregoing.

9.3 NOTICES OF DEFAULT

In the event Tenant alleges that Landlord is in default under any of Landlord's obligations under this Lease, Tenant agrees to give the holder of any mortgage, by registered mail, a copy of any notice of default which is served upon the Landlord, provided that prior to such notice, Tenant has been notified, in writing, (whether by way of notice of an assignment of lease, request to execute an estoppel letter, or otherwise) of the address of any such holder. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided in this Lease or such notice to Landlord, such holder shall have [***] days after the last date on which Landlord could have cured such default within which such holder will be permitted to cure such default. If such default cannot be cured within such [***]-day period, then such holder shall have such additional time as may be necessary to cure such default, if within such [***]-day period such holder has commenced and is diligently pursuing the remedies necessary to effect such cure (including, but not limited to, commencement of foreclosure proceedings, if necessary, to effect such cure), in which event Tenant shall have no right with respect to such default while such remedies are being diligently pursued by such holder.

ARTICLE X

SECURITY DEPOSIT

Tenant shall provide to Landlord a clean, irrevocable letter of credit as security for the performance of the obligations of Tenant hereunder, subject to the terms and conditions set forth in this Article X (together with any renewal or replacement thereof in accordance herewith, the "Letter of Credit"). Tenant shall provide the Letter of Credit, upon Tenant's execution of this Lease, in the amount set forth for the Letter of Credit in Section 1.1 ("Original Amount"). Any Letter of Credit delivered hereunder shall comply with the requirements of Exhibit I attached hereto and incorporated by reference herein.

ARTICLE XI

SUBORDINATION

This Lease shall be subordinate to any mortgage, deed of trust or ground lease or similar encumbrance (collectively, a "Mortgage", and the holder thereof from time to time the "Holder") from time to time encumbering the Premises, the Building or the Project, whether executed and delivered prior to or subsequent to the Execution Date, unless the Holder shall elect otherwise. If this Lease is subordinate to any Mortgage and the Holder or any other party shall succeed to the interest of Landlord pursuant to the Mortgage (such Holder or other party, a "Successor"), at the election of the Successor, Tenant shall attorn to the Successor and this Lease shall continue in full force and effect between the Successor and Tenant. Not more than fifteen (15) days after Landlord's written request, Tenant agrees to execute such instruments of subordination or attornment in confirmation of the foregoing agreement as the Successor reasonably may request.

Notwithstanding the foregoing, if this Lease is subordinate to a Mortgage as aforesaid, then if Tenant so requests by notice to Landlord, Landlord shall request that the Holder provide a written agreement in the form attached hereto as Exhibit G or in such other form as the Holder may from time to time prescribe providing that, in the event that the Holder or any other party shall succeed to the interest of Landlord hereunder pursuant to such Mortgage, so long as no event of default exists hereunder, Tenant's right to possession of the Premises shall not be disturbed and Tenant's other rights hereunder shall not be adversely affected by any foreclosure of such Mortgage. Tenant shall reimburse Landlord upon demand for all costs incurred by Landlord or imposed by such Holder in connection with Tenant's request for such an agreement, whether or not the same is obtained. In the event Holder shall not provide such an agreement as aforesaid, such failure shall not give rise to any liability of Landlord or affect Tenant's obligations under the Lease, and this Lease nonetheless shall be subordinate as aforesaid.

Tenant covenants that it will not, (i) without the prior written consent of the Holder and (ii) except as provided in this Lease: prepay the Annual Fixed Rent or any other charges due under the terms of this Lease for more than one (1) month in advance; enter into any agreement with the Landlord to shorten the Term and/or reduce the rent payable hereunder; and unless expressly provided in this Lease, voluntarily surrender the Premises or terminate this Lease. Tenant further covenants and agrees that no Successor shall have any personal liability for Landlord obligations under the Lease (it being agreed that Tenant shall look solely to the Successor's equity in Phase 1 to satisfy any such claim) and that no Successor shall be (a) liable for any action or omission of a prior landlord; (b) subject to any offset or defense which Tenant might have had against any prior landlord; (c) bound by

any Annual Fixed Rent or any other charges which Tenant might have paid in advance to any prior landlord; (d) bound by any agreement or modification of the Lease made without the prior written consent of the Holder; (e) bound by any obligation to complete any construction or improvements to the Premises or to make any payment or give any credit or allowance to Tenant provided for in the Lease or to pay any leasing commissions arising out of the Lease; or (f) liable for any fact or circumstance or condition to the extent existing or arising prior to such person's succession to the interest of Landlord under the Lease and Successor further shall not be liable except during the period of time, if any, during which Successor is the owner of the Landlord's interest in the Building and subject always to the limitations set forth in Section 9.1.

Executed to take effect as a sealed instrument.

LANDLORD:

FORT HILL SQUARE 1 OWNER LLC,
a Delaware limited liability company

By: The Chiofaro Company, Inc.,
Property management agent for Landlord

By: /s/ Donald J. Chiofaro, Jr.
Donald J. Chiofaro, Jr.
Vice President

TENANT:

ATEA PHARMACEUTICALS, INC.

By: /s/ Jean-Pierre Sommadossi
Name: Jean-Pierre Sommadossi, PhD
Title: President and Treasurer