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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): September 15, 2014**

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**Agios Pharmaceuticals, Inc.**

(Exact Name of Registrant as Specified in Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-36014**  
(Commission  
File Number)

**26-0662915**  
(IRS Employer  
Identification No.)

**38 Sidney Street, 2<sup>nd</sup> Floor, Cambridge, MA**  
(Address of Principal Executive Offices)

**02139**  
(Zip Code)

**Registrant's telephone number, including area code: (617) 649-8600**

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

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

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

On September 15, 2014, Agios Pharmaceuticals, Inc. (the “Company”) entered into a lease (the “Lease”) with Forest City 88 Sidney, LLC (the “Landlord”), pursuant to which the Company will cancel its existing office lease dated August 2, 2010 (the “Existing Lease”), under which the Company currently leases its corporate headquarters of approximately 39,000 rentable square feet at 38 Sidney Street, Cambridge, Massachusetts from 38 Sidney Street Limited Partnership (the “Existing Landlord”) an affiliate of the Landlord, and will relocate its corporate headquarters to a space of approximately 74,500 rentable square feet located at 88 Sidney Street, Cambridge, Massachusetts (the “New Premises”). The date on which the Company will become responsible for paying rent under the Lease (the “Commencement Date”) will be the earlier of May 15, 2015 or the date upon which the Company first begins conducting business at the New Premises. The initial term of the Lease will be for a seven-year period commencing on the Commencement Date, unless sooner terminated. The Lease also provides the Company with an option to extend the Lease for two consecutive five-year periods at fair market rent, as defined in the Lease, as well as a certain rights with respect to the leasing additional space adjacent to the New Premises. The Company’s monthly base rent for the New Premises will start at approximately \$355,000 commencing on the Commencement Date and will increase on an annual basis up to a maximum monthly base rent of approximately \$400,000. The Landlord has also agreed to provide the Company with a tenant improvement allowance of \$11.2 million for improvements to be made to the New Premises. The Company will be obligated to maintain a security deposit with the Landlord in the amount of \$1.4 million.

The foregoing description is a summary of certain terms of the Lease, and, by its nature, is incomplete. It is qualified in its entirety by the text of the Lease, a copy of which is filed as exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

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

In connection with the execution of the Lease, on September 15, 2014, the Company entered into a Termination of Lease with the Existing Landlord (the “Existing Lease Termination”), pursuant to which the Existing Lease will terminate without penalty, effective thirty days after the Commencement Date (the “Termination Date”). Under the terms of the Existing Lease Termination, the Existing Landlord will return to the Company the security deposit under the Existing Lease, in the form of a letter of credit in the amount of \$570,814, within thirty days of the Termination Date.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation Under an Off-balance Sheet Arrangement of a Registrant**

The description of the Lease in “Item 1.01 Entry into a Material Definitive Agreement” of this Current Report on Form 8-K is incorporated by reference in its entirety into this Item 2.03.

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**Item 9.01 Financial Statements and Exhibits.**

(d) The following exhibits are included in this report:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Lease for 88 Sidney Street, dated September 15, 2014, by and between Agios Pharmaceuticals, Inc. and Forest City 88 Sidney, LLC
10.2	Termination of Lease, dated September 15, 2014, by and between Agios Pharmaceuticals, Inc. and 38 Sidney Street Limited Partnership

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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.

AGIOS PHARMACEUTICALS, INC.

Date: September 19, 2014

By: /s/ David P. Schenkein  
David P. Schenkein, M.D.  
Chief Executive Officer

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**EXHIBIT INDEX**

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LEASE FOR

88 SIDNEY STREET

Cambridge, Massachusetts

LANDLORD:

FOREST CITY 88 SIDNEY, LLC

TENANT:

AGIOS PHARMACEUTICALS, INC.

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LEASE

ARTICLE I

RECITALS AND DEFINITIONS

Section 1.1 - Recitals.

This Lease (this "Lease") is entered into as of September 15, 2014 (the "Effective Date"), by and between FOREST CITY 88 SIDNEY, LLC, a Delaware limited liability company (the "Landlord") and AGIOS PHARMACEUTICALS, INC., a Delaware corporation ("Tenant").

In consideration of the mutual covenants herein set forth, the Landlord and the Tenant do hereby agree to the terms and conditions set forth in this Lease.

Section 1.2 - Definitions.

The following terms shall have the meanings indicated or referred to below:

"Additional Rent" means all charges payable by the Tenant pursuant to this Lease other than Annual Fixed Rent, including without implied limitation the Tenant's parking charges as provided in Section 2.4; the Tenant's Tax Expense Allocable to the Premises as provided in Section 3.2; the Tenant's Operating Expenses Allocable to the Premises in accordance with Section 3.3; amounts payable for special services pursuant to Section 3.5; the Landlord's share of any sublease or assignment proceeds pursuant to Section 6.8.

"Annual Fixed Rent" - See Exhibit A, and Section 3.1.

"Building" means that certain five-story, 145,275 rentable square foot building located at 88 Sidney Street, Cambridge, Massachusetts in which the Premises are located.

"Commencement Date" - See Section 2.5.

"Common Building Areas" means those portions of the Building which are not part of the Premises and to which the Tenant has appurtenant rights pursuant to Section 2.2.

"External Causes" means collectively, (i) Acts of God, war, civil commotion, fire, flood or other casualty, strikes or other extraordinary labor difficulties, shortages of labor or materials or equipment in the ordinary course of trade, government order or regulations or other cause not reasonably within the Landlord's or Tenant's control and not due to the fault or neglect of the Landlord or Tenant.

"Lease Year" means each period of one year during the Term commencing on the Commencement Date or on any anniversary thereof.

"Permitted Uses" - See Exhibit A.

"Premises" - See Exhibit A.

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“Property” means, collectively, the Building and the parcel of land on which the Building sits.

“Term” - See Exhibit A.

“University Park” means the area in Cambridge, Massachusetts, bounded on the North side by Massachusetts Avenue and Green Street, on the East side by Landsdowne, Cross and Purrington Streets, on the South side by Pacific Street and on the West side by Brookline Street.

## ARTICLE II

### PREMISES, PARKING AND OTHER RIGHTS

#### Section 2.1 - Premises.

(a) The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, for the Term, the Premises. Landlord hereby represents that it has provided Tenant all of Landlord’s measurement calculations and methodology prior to the Effective Date. All measurements with respect to the Premises and the Building are mutually confirmed and agreed upon for all purposes of this Lease by Landlord and Tenant. The Premises shall exclude the entry and main lobby of the Building, first floor elevator lobby, first floor mail room, the common stairways and stairwells, elevators and elevator wells, boiler room, sprinklers, sprinkler rooms, elevator rooms, mechanical rooms, loading and receiving areas, electric and telephone closets, janitor closets, loading docks and bays, rooftop mechanical penthouses to the extent they house Building equipment, and pipes, ducts, conduits, wires and appurtenant fixtures and equipment serving exclusively or in common other parts of the Building. If the Premises at any time includes less than the entire rentable floor area of any floor of the Building, the Premises shall also exclude the common corridors, vestibules, elevator lobby and toilets located on such floor. Tenant acknowledges that, except as expressly set forth in this Lease, there have been no representations or warranties made by or on behalf of the Landlord with respect to the Premises, the Building or the Property or with respect to the suitability of any of them for the conduct of the Tenant’s business.

(b) Tenant acknowledges that, except as expressly set forth in this Lease, it is accepting the Premises in its present “as-is” condition with no expectation that Landlord will or should perform or contribute toward the cost of any leasehold improvements required to prepare the Premises for Tenant’s occupancy except as provided in this Lease. Provided, however, within thirty (30) days after the Effective Date, Landlord shall be responsible, at its sole cost and expense, to (i) deliver the base building mechanical systems (HVAC, electrical, life safety, plumbing) and the Shared Laboratory Systems (as defined in Section 2.3(c)) that service the Premises in good operating condition and repair, and maintain the same in accordance with Section 5.1; and (ii) demolish and remove the equipment located in (a) the large mechanical room on the third floor, and (b) the two mechanical rooms on the fourth floor (collectively, the “Fourth Floor Mechanical Rooms”) as shown on Exhibit B-2, and deliver the Fourth Floor Mechanical Rooms to Tenant in shell condition for Tenant’s exclusive use.

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(c) Additionally, concurrent with the construction of the Leasehold Improvements by Tenant, Landlord, at its expense, shall perform the following work with completion prior to the Rent Commencement Date: (i) reconfigure and renovate the main building entrance and lobby in accordance with the schematic drawings attached as part of Exhibit H; (ii) create the common areas and the common area corridors on the first floor required for a multi-tenant building; (iii) demise and modify the Building's PH neutralization system so that it serves only the Premises as set forth in Section 2.3(d) below; and (iv) provide to the Premises, the Shared Laboratory Systems as set forth in Section 2.3(c) below. All of Landlord's obligations in this Section 2.1 shall be referred to collectively as the "Landlord's Work". All of Landlord's Work (including, but not limited to, the new and shared facilities) shall be performed in accordance with the matrix, and schematic drawings attached hereto as Exhibit H. Landlord and Tenant agree to work cooperatively as some of the Landlord's Work and Tenant Work (as defined in Exhibit E) may occur in a parallel timeframe. Notwithstanding anything to the contrary contained in this Lease, the Rent Commencement Date shall not occur until the Landlord's Work has been substantially completed.

#### Section 2.2 - Appurtenant Rights.

The Tenant shall have, as appurtenant to the Premises, the nonexclusive right to use in common with others, subject to reasonable rules of general applicability to occupants of the Building from time to time made by the Landlord of which the Tenant is given notice: (i) the entry, vestibules and main lobby of the Building, first floor mailroom, the common stairways, elevators, elevator wells, boiler room, elevator rooms, sprinkler rooms, mechanical rooms, electric and telephone closets, janitor closets, loading docks and bays, rooftop mechanical penthouses and shafts to the extent they house Building equipment, and the pipes, sprinklers, ducts, conduits, wires and appurtenant fixtures and equipment serving the Premises in common with others, (ii) common walkways and driveways necessary or reasonably convenient for access to the Building, (iii) access to loading area and freight elevator subject to Rules and Regulations then in effect, and (iv) if the Premises at any time include less than the entire rentable floor area of any floor, the common toilets, corridors, vestibules, and elevator lobby of such floor.

Additionally, the Tenant shall have, as appurtenant to the Premises and at no additional cost (and exclusively for use in connection with the occupancy of the Premises), the nonexclusive right of access to and proportionate use of: (A) the first floor, ground floor, and sub-level mechanical space (the "First Floor Mechanical Space") as shown on Exhibit B-3; (B) the existing Bulk Storage Space (as shown on Exhibit B-3) for the storage of one or more tanks of nitrogen or other laboratory gas; and (C) the roof and penthouse for the purpose of installing and maintaining HVAC equipment, emergency generators, mechanical equipment, antennae, satellite dishes and the like, subject however, to (i) Landlord's pre-approval regarding the location of Tenant's equipment and installation specifications, such approval not to be unreasonably withheld or delayed, (ii) reasonable rules of general applicability to occupants of the Building from time to time made by the Landlord of which the Tenant is given notice; and (iii) applicable laws. Tenant shall be responsible for all costs relating to the installation, maintenance, and removal of said rooftop and penthouse equipment at the expiration or earlier termination of the Term; provided, however, Landlord agrees to state in writing simultaneously with its approval of the installation of any rooftop and/or penthouse equipment the extent to which Tenant will need to remove the equipment at issue upon the expiration or earlier termination of the Term.

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Section 2.3 - Landlord's Reservations.

(a) The Landlord reserves the right from time to time, without unreasonable interference with the Tenant's use and with written notice to Tenant, except in emergencies (including the specialized needs of Tenant's operations which Landlord hereby acknowledges): (i) to install, use, maintain, repair, replace and relocate for service to the Premises and other parts of the Building, or either, pipes, ducts, conduits, wires and appurtenant fixtures and equipment, wherever located in the Premises or the Building, and (ii) to alter or relocate any other common facility, provided that substitutions are substantially equivalent or better for Tenant's use of the Premises consistent with the Permitted Uses.

(b) Tenant acknowledges that the Park is comprised of several buildings, including the Building and both life science/office buildings ("Commercial Buildings") and residential buildings ("Residential Buildings"), together with common and publicly accessible landscaped areas, service drives, and sidewalks. Landlord has established a common scheme for the operation and maintenance of the Park to which this Lease and the other leases of space in the Park are subject pursuant to a legal instrument entitled the "Declaration of Covenants," provided, however, that the terms and conditions of the Declaration of Covenants shall not diminish in any material and adverse manner any of Tenant's rights and benefits with respect to the Premises, or materially and adversely increase any of Tenant's obligations. Each Commercial Building, and certain of the Residential Buildings, are subject to the Declaration of Covenants, and contribute to the costs and expenses to be shared thereunder. However, Landlord and Tenant recognize that Residential Buildings may not contribute to such costs and expenses, and therefore, it is agreed that allocation of costs and expenses payable under the Declaration of Covenants among the building owners, the Building's allocable share of which are Operating Expenses under this Lease, shall be based on an aggregation of all such costs and expenses, less whatever contributions can be collected from the Residential Buildings, and allocated to the Building based on a numerator comprised of the total rentable area of the Building, and the denominator of which is the total rentable area of all of the Commercial Buildings in existence from time to time, or by such other method as Landlord may reasonably determine.

(c) Landlord shall provide, maintain and manage the following existing laboratory systems – vacuum, compressed air, RODI – that may be shared by other tenants in the Building (the "Shared Laboratory Systems"). Tenant, as part of Operating Expenses, shall reimburse Landlord for the costs to operate these systems and the costs shall be pro-rated based on each tenant's use. If Tenant creates one or more of its own independent systems as part of its leasehold improvements, Tenant shall have the right to install said systems in the First Floor Mechanical Space or rooftop penthouse at no additional charge, and shall not be obligated to share in the cost of such Shared Building Systems. Tenant reserves the right to review contract bids for Shared Laboratory Systems and copies of maintenance records.

(d) Landlord, at Landlord's cost and expense, shall modify the Building's existing PH neutralization system for the dedicated sole use by Tenant. Landlord shall demise the PH neutralization system so that it is serving only the Premises, and deliver said system in good

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operating condition and repair not later than November 1, 2014. If Tenant determines no later than September 1, 2014 that the existing PH neutralization system is not suitable for Tenant's use, then Landlord shall provide, at a cost not to exceed \$100,000, an appropriately sized PH neutralization system for Tenant's exclusive use, along with a dedicated space for the new system in the First Floor Mechanical Space.

(e) Landlord shall provide dedicated space in the First Floor Mechanical Space, and Tenant shall be permitted to install within such space, an appropriately sized RODI system for Tenant's exclusive use.

#### Section 2.4 - Parking.

The Landlord shall provide and the Tenant shall pay for parking privileges for use by the Tenant's employees, business invitees and visitors in accordance with Exhibit A. The Landlord shall operate, or cause to be operated, a parking garage known as the 80 Landsdowne Street Garage (the "Garage") to serve the Building and other buildings in University Park. The Tenant's parking privileges shall be located in the Garage and shall be on a nonexclusive basis (i.e., no reserved spaces); provided, however, Landlord agrees that the Garage shall be operated so as to maintain therein sufficient spaces to accommodate Tenant's parking privileges described in Exhibit A. However, Tenant's parking privileges may be relocated by Landlord to Landlord's parking facilities located at 55 Franklin Street, or 30 Pilgrim Street, both in Cambridge, Massachusetts, upon reasonable prior notice to Tenant from Landlord. In the event that Tenant's parking privileges are so relocated, Tenant's parking privileges at such new location shall be consistent with the terms set forth in this Section 2.4. All monthly users will have unlimited access to the Garage twenty-four (24) hours per day, seven days per week. Additional parking passes may be provided to Tenant on a month-to-month basis, as available. Landlord agrees to maintain a mechanism for Tenant to provide validated parking in the Garage to Tenant's guests.

The Tenant agrees that it and all persons claiming by, through and under it, shall at all times abide by the reasonable rules and regulations promulgated by the Landlord, of which Tenant is given notice, with respect to the use of the parking facilities provided by the Landlord pursuant to this Lease. If there are any conflicts between the provisions of such rules and regulations and any provisions of this Lease, the provisions of this Lease shall govern.

Charges for Tenant's parking privileges hereunder shall be at current monthly parking rates (which rates shall be consistent with market parking rates in parking facilities of comparable quality at mixed use office/research parks in East Cambridge/Kendall Square/Cambridgeport), and shall constitute Additional Rent and shall be payable monthly to Landlord at the time and in the fashion in which Annual Fixed Rent under this Lease is payable.

At any time during the Term Landlord shall have the right to assign Landlord's obligations to provide parking, as herein set forth, together with Landlord's right to receive Additional Rent for such parking spaces as herein provided, to a separate entity created for the purpose of providing the parking privileges set forth herein. In such event, Landlord and Tenant agree to execute and deliver appropriate documentation, including documentation with the new entity, reasonably necessary to provide for the new entity to assume Landlord's obligations to provide the parking privileges to Tenant as specified herein and for the Tenant to pay the Additional Rent attributable to the parking privileges directly to the new entity. Landlord shall, however, remain primarily liable for the provision of Tenant's parking privileges.

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Section 2.5 - Commencement Date.

“Commencement Date” as defined in Exhibit A.

Section 2.6 - Extension Options.

Provided that there has been no Event of Default which is uncured and continuing on the part of the Tenant, and that Tenant (or a successor entity resulting from one or more Permitted Transfers, as defined Section 6.8) is, as of the date of exercise of its rights under this Section 2.6, in occupancy of at least 55% of the Premises for its own business purposes, the Tenant shall have the right to extend the Term hereof for two (2) consecutive periods of five (5) years (the first such period being the “First Extension Term,” the second such period being the “Second Extension Term” and, together with the First Extension Term, the “Full Extension Term”) on the following terms and conditions:

(a) Such right to extend the Term shall be exercised by the giving of notice by Tenant to Landlord at least nine (9) months prior to the expiration of the Initial Term or First Extension Term, as applicable (the “Extension Notice Deadline Date”). Upon the giving of such notice on or before the Extension Notice Deadline Date, this Lease and the Term hereof shall be extended for an additional term, as specified above, without the necessity for the execution of any additional documents except a document memorializing the Annual Fixed Rent for the applicable Extension Term to be determined as set forth below. Time shall be of the essence with respect to the Tenant’s giving notice to extend the Term on or before the Extension Notice Deadline Date. In no event may the Tenant extend the Term under this Section 2.6 for more than ten (10) years after the expiration of the Initial Term, unless Landlord and Tenant shall mutually agree to such an extension.

(b) The First Extension Term and the Second Extension Term shall be upon all the terms, conditions and provisions of this Lease, except the Annual Fixed Rent during each such Extension Term shall be the then Fair Market Rent of the Premises for such Extension Term, to be determined under this Section 2.6.

(c) For purposes of the First Extension Term and Second Extension Term described in this Section 2.6, the Fair Market Rent of the Premises shall mean the then current fair market annual rent for leases of other space of a comparable nature and quality similarly improved, so as to provide Landlord, on a net basis, the same as it would receive upon a reletting at fair market value, taking into account all relevant factors including comparable building age, quality, level of finish, proximity to amenities and public transit, the condition to which such premises have been improved (excluding Removable Alterations) and the economic terms and conditions specified in this Lease that will be applicable thereto, including the savings, if any, due to the absence or reduction of brokerage commissions. The Landlord and Tenant shall endeavor to agree upon the Fair Market Rent of the Premises within thirty (30) days after the Tenant has exercised an option for an Extension Term. At any time upon request within six (6) months prior to the Extension Notice Deadline Date, Landlord shall provide its determination of



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the Fair Market Rent of the Premises, and Tenant shall thereafter within thirty (30) days of receipt thereof have the right to extend the Term at such determination of the Fair Market Rent of the Premises and otherwise in accordance with this Section 2.6. If the Fair Market Rent of the Premises is not agreed upon by the Landlord and the Tenant within this time frame, each of the Landlord and the Tenant shall retain a real estate professional with at least ten (10) years continuous experience in the business of appraising or marketing similar commercial real estate in the Cambridge, Massachusetts area who shall, within thirty (30) days of his or her selection, prepare a written report summarizing his or her conclusion as to the Fair Market Rent. The Landlord and the Tenant shall simultaneously exchange such reports; provided, however, if either party has not obtained such a report within forty-five (45) days after the last day of the thirty (30) day period referred to above in this Section 2.6, and such party fails within an additional fifteen (15) days of notice of such failure, then the determination set forth in the other party's report shall be final and binding upon the parties. If both parties receive reports within such time and the lower determination is within ten percent (10%) of the higher determination, then the average of these determinations shall be deemed to be the Fair Market Rent for the Premises. If these determinations differ by more than ten percent (10%), then the Landlord and the Tenant shall mutually select a person with the qualifications stated above (the "Final Professional") to resolve the dispute as to the Fair Market Rent for the Premises. If the Landlord and the Tenant cannot agree upon the designation of the Final Professional within ten (10) days of the exchange of the first valuation reports, either party may apply to the American Arbitration Association, the Greater Boston Real Estate Board, or any successor thereto, for the designation of a Final Professional. Within ten (10) days of the selection of the Final Professional, the Landlord and the Tenant shall each submit to the Final Professional a copy of their respective real estate professional's determination of the Fair Market Rent for the Premises. The Final Professional shall then, within thirty (30) days of his or her selection, prepare a written report summarizing his or her conclusion as to the Fair Market Rent (the "Final Professional's Valuation"). The Final Professional shall give notice of the Final Professional's Valuation to the Landlord and the Tenant and such decision shall be final and binding upon the Landlord and the Tenant. In the event that the commencement of either of the First Extension Term or Second Extension Term occurs prior to a final determination of the Fair Market Rent therefor (the "Extension Rent Determination Date"), then the Tenant shall pay the Annual Fixed Rental at the then applicable Fixed Rental Rate (the "Interim Rent"). If the Annual Fixed Rent as finally determined for such Extension Term is determined to be greater than the Interim Rent, then the Tenant shall pay to the Landlord the amount of the underpayment for the period from the end of the Initial Term of this Lease until the Extension Rent Determination Date within thirty (30) days of the Extension Rent Determination Date. If the Annual Fixed Rent as finally determined for the Extension Term is determined to be less than the Interim Rent, then the Landlord shall credit the amount of such overpayment against the monthly installments of Annual Fixed Rent coming due after the Extension Rent Determination Date, but if the amount of such overpayment is greater than one (1) monthly installment of Annual Fixed Rent, then such amount shall be refunded to Tenant.

Section 2.7 - Right of First Offer.

Subject to the provisions of this Section 2.7, Tenant shall have a continuing right of first offer for all or any portion of the portion of the Building which may hereafter become vacant and available (the "First Offer Space"). Landlord shall notify Tenant of the terms on which Landlord

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intends to offer to lease the First Offer Space (“Landlord’s ROFO Notice”), provided that the term of the First Offer Space shall be co-terminus to the Initial Term, but in no case shall the term be less than three (3) years, and the Annual Fixed Rent shall be at the then current Fair Market Rent (as determined in Section 2.6) taking into account all relevant factors. Within fifteen (15) business days after receipt of Landlord’s ROFO Notice, Tenant may, by written notice delivered to Landlord, (i) reject Landlord’s ROFO Notice, or (ii) unconditionally and irrevocably accept Landlord’s offer to lease such space for Tenant’s own use on the terms set forth in Landlord’s ROFO Notice. If Tenant fails to timely respond as aforesaid, such failure shall be deemed Tenant’s rejection of Landlord’s ROFO Notice. In the event Tenant exercises its right to the First Offer Space, Landlord and Tenant hereby agree to amend those provisions of this Lease which are necessarily affected by the increase in the rentable area and leaving all other provisions of this Lease in full force and effect without modification. After Tenant takes possession of the First Offer Space, the term “Premises” as used in this Lease, shall be deemed to refer to and include the First Offer Space.

If Landlord’s ROFO Notice is rejected under clause (i) above (or deemed rejected through the Tenant’s failure to timely respond), then Landlord may enter into a lease for the First Offer Space providing for an effective Annual Fixed Rent equal to or less than five percent (5%) less than that specified in Landlord’s ROFO Notice. For clarity, in the event that the Landlord proposes to enter into a lease for the First Offer Space providing for an effective Annual Fixed Rent greater than five percent (5%) less than that specified in Landlord’s ROFO Notice, Landlord shall notify Tenant of such terms by sending an additional Landlord’s ROFO Notice that will be subject to the terms of the preceding paragraph.

Section 2.8 - Intentionally Omitted.

Section 2.9 - Modified Right of First Refusal.

Subject to the provisions of this Section 2.9, Tenant shall have a modified right of first refusal (the “MROFR”) on all or a portion of the second (2<sup>nd</sup>) or fifth (5<sup>th</sup>) floor of the Building (the “Modified First Refusal Space”) during the initial lease-up of the Modified First Refusal Space. Landlord shall notify Tenant in writing of any serious negotiations between Landlord and a third party prospect whereby Landlord and said third party prospect have exchanged bona fide written proposals to each other for specific portions of the Modified First Refusal Space (hereinafter “Active Negotiations”) and the economic terms on which Landlord shall offer to lease the Modified First Refusal Space to Tenant, which shall be substantially on the same net effective terms as in the Active Negotiations (“Landlord’s MROFR Notice”). Landlord agrees to provide the Material Economic Terms of the Active Negotiations to Tenant concerning the Modified First Refusal Space, but in no event shall Landlord be obligated to furnish to Tenant the name of the third party prospect, any non-economic terms of the Active Negotiations, the financial condition or any other proprietary information regarding the third party prospect with whom Landlord has been negotiating. The term “Material Economic Terms” shall mean the following: Premises, Delivery Date, Term Commencement, Rent Commencement, Term, Termination Options, Annual Fixed Rent, Operating Expenses, Real Estate Taxes, Rights of First Refusal, Rights of First Offer, Signage Rights, Utilities, Landlord Work, Tenant Improvement Allowance, Parking, Loading Docks and Elevators, Roof Rights, Abatements, Base Years and any other similar economic concession.

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Within ten (10) business days after receipt of Landlord's MROFR Notice, Tenant may, by written notice delivered to Landlord, (i) reject Landlord's MROFR Notice, or (ii) irrevocably and unconditionally accept Landlord's offer to lease such space on the terms set forth in Landlord's MROFR Notice. If Tenant fails to timely respond as aforesaid, such failure shall be deemed Tenant's rejection of Landlord's MROFR Notice. In the event Tenant exercises its right to the Modified First Refusal Space described in Landlord's MROFR Notice, Landlord and Tenant hereby agree to amend those provisions of this Lease which are necessarily affected by the increase in the rentable area and leaving all other provisions of this Lease in full force and effect without modification. After Tenant takes possession of the Modified First Refusal Space, the term "Premises" as used in this Lease, shall be deemed to refer to and include the agreed upon Modified First Refusal Space. In the event Tenant exercises its right to the Modified First Refusal Space, the lease term for the Modified First Refusal Space shall be coterminous with the initial Term of this Lease, but in no case shall the lease term for the Modified First Refusal Space be less than three (3) years. Notwithstanding anything to the contrary contained herein, any portion of the Modified First Refusal Space which is not identified in any Landlord's MROFR Notice shall in all instances remain subject to Tenant's MROFR in accordance with this Section 2.9.

If Landlord's MROFR Notice is rejected under clause (i) above (or deemed rejected through the Tenant's failure to timely respond), then Landlord may enter into a lease for such Modified First Refusal Space per the terms of Landlord's MROFR Notice (or as may be modified by less than five percent (5%) on a net effective basis), and Tenant shall have no further rights to such Modified First Refusal Space under this Section 2.9; provided however, in the event that (A) Landlord does not enter into a lease with the third party in the Active Negotiations, or (B) the terms of any subsequent letter of intent change by more than five percent (5%) on a net effective basis, Landlord shall thereafter notify Tenant and re-offer such Modified First Refusal Space to Tenant subject to the process and the terms and conditions set forth above.

Notwithstanding any provision of this Section 2.9 to the contrary, Tenant's rights under this Section 2.9 shall be void, at Landlord's election, if Tenant is in default hereunder beyond notice and any applicable cure periods on the date Tenant makes any election with respect to the Modified First Refusal Space under this Section 2.9 or at the time the Modified First Refusal Space would be added to the Premises.

### ARTICLE III

#### RENT AND OTHER PAYMENTS

##### Section 3.1 - Annual Fixed Rent.

From and after the Rent Commencement Date (as defined in Exhibit A), the Tenant shall pay, without notice or demand, monthly installments of one-twelfth (1/12th) of the Annual Fixed Rent in effect and applicable to the Premises in advance for each full calendar month of the Term following the Rent Commencement Date and of the corresponding fraction of said one-twelfth (1/12th) for any fraction of a calendar month at the Rent Commencement Date or end of the Term. The Annual Fixed Rent applicable to the Premises during the Term shall be as set forth in Exhibit A.

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On the first anniversary of the Rent Commencement Date, and on each anniversary thereafter, Annual Fixed Rent for the Premises shall increase to an amount equal to one hundred two percent (102%) of the Annual Fixed Rent immediately preceding such anniversary.

Section 3.2 - Real Estate Taxes.

From and after the Commencement Date, during the Term, the Tenant shall pay to the Landlord, as Additional Rent, the Tenant's Tax Expenses Allocable to the Premises (as such term is hereinafter defined) in accordance with this Section 3.2. The terms used in this Section 3.2 are defined as follows:

- (a) "Tax Year" means the 12-month period beginning July 1 each year or if the appropriate governmental tax fiscal period shall begin on any date other than July 1, such other date.
- (b) "The Tenant's Tax Expense Allocable to the Premises" means (i) that portion of the Landlord's Tax Expenses for a Tax Year which bears the same proportion thereto as the Rentable Floor Area of the Premises (from time to time) bears to the Total Rentable Floor Area of the Building and (ii) in the event that the Premises are improved to a standard which is higher than other portions of the Property and the Property is re-assessed at a higher value, such portion of the Real Estate Taxes on the Property with respect to any Tax Year as is appropriate so that the Tenant bears the portion of the Real Estate Taxes which are properly allocable to the Premises, as reasonably determined by Landlord using good faith commercially reasonable judgment based on assessment values and other information with respect to the Premises and the Building made available by the assessing authorities (Landlord's determination of such allocation shall take into account the rate of appreciation, if any, of real property in the City of Cambridge from the date of the prior assessment to the date of the new assessment, and the portion of any increased assessment on the Property which is allocable to any such general increase in the value of the real property in the City of Cambridge shall not be allocated disproportionately to Tenant).
- (c) "The Landlord's Tax Expenses" with respect to any Tax Year means the aggregate Real Estate Taxes on the Property with respect to that Tax Year, reduced by any abatement receipts with respect to that Tax Year.
- (d) "Real Estate Taxes" means (i) all real property taxes and non-voluntary special assessments assessed by any governmental authority on the applicable property, but excluding any income taxes payable by Landlord as a result of payments made to Landlord by Tenant or any other tenant at the Property; and (ii) reasonable expenses of any proceedings for abatement of such taxes or special assessments. Any special assessments to be included within the definition of "Real Estate Taxes" shall be limited to the amount of the installment (plus any interest thereon) of such special tax or special assessment (which shall be payable over the longest period permitted by law) required to be paid during the Tax Year in respect of which such taxes are being determined. There shall be excluded

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from such taxes all income, estate, succession, inheritance, excess profit, franchise and transfer taxes; provided, however, that if at any time during the Term the present system of ad valorem taxation of real property shall be changed so that in lieu of the whole or any part of the ad valorem tax on real property, there shall be assessed on the Landlord a capital levy or other tax on the gross rents received with respect to the Property, or a federal, state, county, municipal or other local income, franchise, excise or similar tax, assessment, levy or charge (distinct from any now in effect) based, in whole or in part, upon any such gross rents, then any and all of such taxes, assessments, levies or charges, to the extent so based, shall be deemed to be included within the term "Real Estate Taxes."

Payments by the Tenant on account of the Tenant's Tax Expenses Allocable to the Premises shall be made monthly at the time and in the fashion herein provided for the payment of Annual Fixed Rent and shall be in an amount of the greater of (i) one-twelfth (1/12th) of the Tenant's Tax Expenses Allocable to the Premises for the current Tax Year as reasonably estimated by the Landlord, or (ii) an amount reasonably estimated by any ground lessor of the Land or holder of a first mortgage on the Property, to be sufficient, if paid monthly, to pay the Landlord's Tax Expenses on the dates due to the taxing authority.

Not later than ninety (90) days after the Landlord's Tax Expenses are determinable for the first Tax Year of the Term or fraction thereof and for each succeeding Tax Year or fraction thereof during the Term, the Landlord shall render the Tenant a statement in reasonable detail showing for the preceding year or fraction thereof, as the case may be, real estate taxes on the Property, and any abatements or refunds of such taxes. Expenses incurred in obtaining any tax abatement or refund may be charged against such tax abatement or refund before the adjustments are made for the Tax Year. If at the time such statement is rendered it is determined with respect to any Tax Year, that the Tenant has paid (i) less than the Tenant's Tax Expenses Allocable to the Premises or (ii) more than the Tenant's Tax Expenses Allocable to the Premises, then, in the case of (i) the Tenant shall pay to the Landlord, as Additional Rent, within thirty (30) days of such statement the amount of such underpayment and, in the case of (ii) the Landlord shall credit the amount of such overpayment against the monthly installments of the Tenant's Tax Expenses Allocable to the Premises next thereafter coming due (or refund such overpayment within thirty (30) days if the Term has expired and the Tenant has no further obligation to the Landlord).

To the extent that real estate taxes shall be payable to the taxing authority in installments with respect to periods less than a Tax Year, the statement to be furnished by the Landlord shall be rendered and payments made on account of such installments. Notwithstanding the foregoing provisions, no decrease in Landlord's Tax Expenses with respect to any Tax Year shall result in a reduction of the amount otherwise payable by Tenant if and to the extent said decrease is attributable to vacancies in the Building, rather than to a reduction in the assessed value of the Property as a whole or a reduction in the tax rate. Landlord shall, upon Tenant's request therefor, provide Tenant with copies of all applicable tax bills, statements, records and the like, as well as copies of Landlord's calculations and all other relevant information.

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Section 3.3 - Operating Expenses.

From and after the Commencement Date, during the Term the Tenant shall pay to the Landlord, as Additional Rent, the Tenant's Operating Expenses Allocable to the Premises, as hereinafter defined, in accordance with this Section 3.3. The terms used in this Section 3.3 are defined as follows:

- (a) "The Tenant's Operating Expenses Allocable to the Premises" means that portion of the Operating Expenses for the Property which bears the same proportion thereto as the Rentable Floor Area of the Premises bears to the Total Rentable Floor Area of the Building.
- (b) "Operating Expenses for the Property" means Landlord's reasonable cost of operating, cleaning, maintaining and repairing the Property, and shall include without limitation, the cost of services on Exhibit C; premiums for insurance carried pursuant to Section 7.4; the amount deductible from any insurance claim actually made by Landlord during the time period in question (which amount is currently \$50,000.00, and which amount may be increased during the Term and any Extension Term provided such increase is reasonable and customary); reasonable compensation and all fringe benefits, worker's compensation insurance premiums and payroll taxes paid to, for or with respect to all persons (University Park/Building general manager and below, provided that such charges shall be prorated to reflect the percentage of rentable square feet of the Building as compared to all of the commercial rentable square feet at University Park) directly engaged in the operating, maintaining or cleaning of the Property; interior landscaping and maintenance; steam, water, sewer, gas, oil, electricity, telephone and other utility charges (excluding such utility charges either separately metered or separately chargeable to tenants for additional or special services and those charges related to the cost of operating base Building equipment not used by Tenant, cost of providing conditioned water for HVAC services; cost of building and cleaning supplies; the costs of routine environmental management programs operated by Landlord; market rental costs for equipment used in the operating, cleaning, maintaining or repairing of the Property, or the applicable fair market rental charges in the case of equipment owned by the Landlord; cost of cleaning; cost of maintenance, repairs and replacements; cost of snow removal; cost of landscape maintenance; security services; payments under service contracts with independent contractors; management fees at market rates; the cost of any capital improvement either required by law or regulation or which reduces the Operating Expenses for the Property or which improves the management and operation of the Property in a manner acceptable to Tenant, which cost shall be amortized in accordance with generally accepted accounting principles together with interest on the unamortized balance calculated at the rate from time to time announced by Bank of America, N.A. as its prime rate; charges reasonably allocated to the Building for the operating, cleaning, maintaining and repairing of University Park common areas and amenities; and all other reasonable and necessary expenses paid in connection with the operation, cleaning, maintenance and repair of the Property. If, for any reason portions of the Rentable Area of the Building not

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included in the Premises were not occupied by tenants or the Landlord was not supplying all tenants with the services being supplied under the Lease or any tenants in the Building were supplied with a lesser level of standard services than those supplied to the Tenant under this Lease, Landlord's Operating Expenses for the Property shall include the amounts reasonably determined by Landlord which would have been incurred if ninety-five percent (95%) of the rentable area in the Building were occupied and were supplied with the same level of standard services as supplied to the Tenant under this Lease. If the Tenant provides written notice to the Landlord of deficiencies in the performance of cleaning services within the Premises provided pursuant to the terms of this Lease, then Landlord shall have thirty (30) days within delivery of such notice to remedy the deficiencies identified by the Tenant. If such deficiencies have not been resolved to the reasonable satisfaction of the Tenant within such thirty (30) day period, then the Tenant shall have the ability to enter into its own contract with a vendor of its own choosing to provide cleaning services to the Premises. In the event that the Tenant does enter into such a contract with a vendor to provide cleaning services to the Premises, the Tenant shall notify the Landlord prior to the commencement of such cleaning services, which notice shall include the commencement date of such services, and the Operating Expenses charged to the Tenant from the commencement date through the remainder of the Term of this Lease shall not include any charges related to cleaning services of the Premises.

- (c) Tenant shall supply its own cleaning and rubbish removal for its laboratory spaces (and shall have the option to supply its own cleaning of Tenant's office areas, with an equitable adjustment of Tenant's payments on account of Operating Expenses).

Operating Expenses for the Property shall not include the following: the Landlord's Tax Expense; cost of repairs or replacements (i) resulting from eminent domain takings, (ii) to the extent reimbursed by insurance, or (iii) required, above and beyond ordinary periodic maintenance, to maintain in serviceable condition the major structural elements of the Building, including the roof, exterior walls and floor slabs; replacement or contingency reserves; ground lease rents or payment of debt obligations; costs incurred due to negligent acts or omissions of Landlord, Landlord's agents, contractors or employees, or any other tenant of the Building; legal and other professional fees for matters not relating to the normal administration and operation of the Property; promotional, advertising, public relations or brokerage fees and commissions paid in connection with services rendered for securing or renewing leases; lease up and tenant improvement costs for space other than the Premises in the Building; costs of capital improvements not permitted hereinabove; and separately metered or sub metered utilities for other tenants in the Building. The Landlord's Operating Expenses shall be reduced by the amount of any proceeds, payments, credits or reimbursements which the Landlord receives from sources other than tenants and which are applicable to such Operating Expenses for the Property.

Payments by the Tenant for its share of the Operating Expenses for the Property shall be made in monthly installments of one-twelfth (1/12<sup>th</sup>) of Tenant's share of Operating Expenses. The amount so to be paid to the Landlord shall be an amount from time to time reasonably estimated by the Landlord to be sufficient to aggregate a sum equal to the Tenant's share of the Operating Expenses for the Property for each calendar year.

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Not later than ninety (90) days after the end of each calendar year or fraction thereof during the Term or fraction thereof at the end of the Term, the Landlord shall render the Tenant a statement in reasonable detail and according to usual accounting practices certified by a representative of the Landlord, showing for the preceding calendar year or fraction thereof, as the case may be, the Operating Expenses for the Property and the Tenant's Operating Expenses Allocable to the Premises. Said statement to be rendered to the Tenant also shall show for the preceding calendar year or fraction thereof, as the case may be, the amounts of Operating Expenses already paid by the Tenant. If at the time such statement is rendered it is determined with respect to any calendar year, that the Tenant has paid (i) less than the Tenant's Operating Expenses Allocable to the Premises or (ii) more than the Tenant's Operating Expenses Allocable to the Premises, then, in the case of (i) the Tenant shall pay to the Landlord, as Additional Rent, within thirty (30) days of such statement the amounts of such underpayment and, in the case of (ii) the Landlord shall credit the amount of such overpayment against the monthly installments of the Tenant's Operating Expenses Allocable to the Premises next thereafter coming due (or refund such overpayment within thirty (30) days if the Term has expired and the Tenant has no further obligation to the Landlord).

Tenant may, after ten (10) days' prior written notice to Landlord given within one hundred twenty (120) days of Landlord's delivery to Tenant of a statement of Operating Expenses for the Property, during Landlord's regular business hours and at Tenant's sole cost and expense, inspect Landlord's books and records relating to Operating Expenses and Real Estate Taxes for the Property. Such books and records shall be made available at the Property, unless such books and records are regularly kept in Cleveland, Ohio, in which case they will be made available for Tenant's inspection in Cleveland, Ohio. Tenant shall keep all information relating to Operating Expenses for the Property strictly confidential and shall in no event, whatsoever, disclose such information to any third party other than to Tenant's attorneys and accountants in connection with proceedings concerning this Lease. Landlord's statement shall by notice of Tenant to Landlord given within thirty (30) days of the expiration of the aforesaid one hundred twenty (120) day period. If it is determined that Landlord's statement has overstated the Operating Expenses for the Property for any calendar year by more than four percent (4%) then Landlord shall reimburse Tenant for its reasonable audit costs incurred in connection with this paragraph. In the event that Tenant uses a third party to assist with the audit, such third party shall be a certified public accounting firm that is not engaged on a contingency basis.

#### Section 3.4 - Other Utility Charges.

During the Term, the Tenant shall pay directly to the provider of the service all separately metered charges for steam, heat, gas, electricity, fuel and other services and utilities furnished to the Premises, and shall pay to Landlord as Additional Rent its pro rata share of water, sewer and other services and utilities which shall be prorated to reflect Tenant's proportional usage based upon Tenant's proportional occupancy of the Building. Landlord acknowledges that all other tenant spaces in the Building are separately metered.



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Section 3.5 - Above-standard Services.

If the Tenant requests and the Landlord elects to provide any services to the Tenant in addition to those described in Exhibit C, the Tenant shall pay to the Landlord, as Additional Rent, the amount billed by Landlord for such services at Landlord's standard rates as from time to time in effect. If the Tenant has requested that such services be provided on a regular basis, the Tenant shall, if requested by the Landlord, pay for such services at the time and in the fashion in which Annual Fixed Rent under this Lease is payable. Otherwise, the Tenant shall pay for such additional services within thirty (30) days after receipt of an invoice from the Landlord. Landlord shall have the right from time to time to inspect Tenant's utility meters and to install timers thereon at Tenant's expense for purposes of monitoring above-standard service usage. Tenant shall pay for such work within thirty (30) days after receipt of an invoice from Landlord.

Section 3.6 - No Offsets.

Annual Fixed Rent and Additional Rent shall be paid by the Tenant without offset, abatement or deduction except as provided herein.

Section 3.7 - Net Lease.

It is understood and agreed that this Lease is a net lease and that the Annual Fixed Rent is absolutely net to the Landlord excepting only the Landlord's obligations to pay any debt service or ground rent on the Property, to provide the Landlord's services, and to pay the real estate taxes and operating expenses which the Tenant is not required to pay under this Lease.

ARTICLE IV

ALTERATIONS

Section 4.1 - Consent Required for Tenant's Alterations.

The Tenant shall not make alterations or additions to the Premises except in accordance with (i) construction rules and regulations from time to time promulgated by Landlord and applicable to Tenants in the Building (a current copy of which is attached hereto as Exhibit F), and (ii) plans and specifications therefor first approved by the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Except as otherwise provided in Section 4.2, Landlord agrees to state in writing simultaneously with its granting of any approval concerning any alteration or addition to the Premises the extent to which Tenant will need to remove the alteration or addition at issue upon the expiration or earlier termination of the Term. In addition, Tenant may make non-structural alterations affecting only the interior of the Premises, and not affecting building systems, costing less than \$50,000.00 in any one instance (or in the aggregate with respect to related alterations) without Landlord's prior written consent, but subject to the other terms of this Lease and provided that Tenant provides notice of such alterations within a reasonable time after the completion of the same. The Landlord shall not be deemed unreasonable for withholding approval of any alterations or additions which (i) will affect any structural or exterior element of the Building, any area or element outside of the Premises, or any facility serving any area of the Building outside of the Premises or any publicly accessible major interior features of the Building, (ii) will require significant expense to readapt the Premises to

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substantially the same condition of the Premises as of the date hereof unless the Tenant first gives assurance acceptable to the Landlord that such readaptation will be made prior to such termination without expense to the Landlord, or (iii) which would not be compatible with existing mechanical or electrical, plumbing, HVAC or other systems in the Building, in each case, as reasonably determined by the Landlord.

Section 4.2 - Ownership of Alterations.

All alterations and additions shall be part of the Building and owned by the Landlord. With respect to alterations and additions requiring prior notice to Landlord, if Tenant fails to inform Landlord (as and to the extent required under this Lease) at least ten (10) days prior to the installation of the alteration or addition, thereby preventing Landlord from making a determination as to whether it will want such addition or alteration removed from the Premises prior to its installation, then Landlord may require such removal without exception. All movable trade fixtures and furnishings not attached to the Premises, or equipment which can be removed without damage to the Building and not paid for with the Leasehold Improvements Allowance, shall remain the property of the Tenant and shall be removed by the Tenant upon termination or expiration of this Lease. The Tenant shall repair any damage caused by the removal of any alterations, additions or personal property from the Premises, including the Removable Equipment (as defined below). Landlord and Tenant agree that prior to the Rent Commencement Date, Tenant shall provide a list to Landlord of equipment that Tenant has installed in the Premises, together with evidence indicating that such equipment was not purchased with the Leasehold Improvements Allowance (the "Removable Equipment"). Notwithstanding the foregoing provisions of this Section 4.2, Tenant shall be permitted to remove the Removable Equipment from the Premises at the end of the Term, provided that such Removable Equipment shall be removed by Tenant with reasonable care and diligence, including the capping off of all utility connections behind the adjacent interior finish, and the restoration of such interior finish to the extent necessary so that the Premises are left with complete wall, ceiling and floor finishes.

Section 4.3 - Construction Requirements for Alterations.

All construction work by the Tenant shall be done in a good and workmanlike manner employing only first-class materials and in compliance with Landlord's construction rules and regulations and with all applicable laws and all lawful ordinances, regulations and orders of Governmental authority and insurers of the Building. The Landlord or Landlord's authorized agent may (but without any implied obligation to do so) inspect the work of the Tenant at reasonable times with prior notice to Tenant and shall give notice of observed defects. All of the Tenant's alterations and additions and installation of furnishings shall be coordinated with any work being performed by the Landlord and in such manner as to maintain harmonious labor relations and not to damage the Building or interfere with Building construction or operation and, except for installation of furnishings, shall be performed by contractors or workmen first approved by the Landlord, which approval the Landlord agrees not to unreasonably withhold, condition or delay (Landlord shall provide its written consent or written notice of its reason for withholding consent within ten (10) days of any request for consent from Tenant). The Tenant, before starting any work, shall receive and comply with Landlord's construction rules and regulations applicable to all tenants in the Building and shall cause Tenant's contractors to

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comply therewith, shall secure all licenses and permits necessary therefor and shall deliver to the Landlord a statement of the names of all its contractors and subcontractors performing work with a value in excess of \$50,000 and the estimated cost of all labor and material to be furnished by them and security satisfactory to the Landlord protecting the Landlord against liens arising out of the furnishing of such labor and material; and cause each contractor engaged to perform work to carry worker's compensation insurance in statutory amounts covering all the contractors' and subcontractors' employees and comprehensive general public liability insurance with limits of \$1,000,000 (individual)/\$3,000,000 (occurrence), or in such lesser amounts as Landlord may accept, covering personal injury and death and property damage (all such insurance to be written in companies approved reasonably by the Landlord and insuring the Landlord, such individuals and entities affiliated with the Landlord as the Landlord may designate, and the Tenant as well as the contractors and to contain a requirement for at least thirty (30) days' notice to the Landlord prior to cancellation, nonrenewal or material change), and to deliver to the Landlord certificates of all such insurance.

Section 4.4 - Payment for Tenant Alterations.

Except as otherwise set forth herein, Tenant agrees to pay promptly when due the entire cost of any work done on the Premises by the Tenant, its agents, employees or independent contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises or the Property and promptly to discharge any such liens which may so attach. If any such lien shall be filed against the Premises or the Property and the Tenant shall fail to cause such lien to be discharged within ten (10) business days after the filing thereof, the Landlord may cause such lien to be discharged by payment, bond or otherwise without investigation as to the validity thereof or as to any offsets or defenses which the Tenant may have with respect to the amount claimed. The Tenant shall reimburse the Landlord, as Additional Rent, for any cost so incurred and shall indemnify and hold harmless the Landlord from and against any and all claims, costs, damages, liabilities and expenses (including reasonable attorneys' fees) which may be incurred or suffered by the Landlord by reason of any such lien or its discharge.

Section 4.5 - Leasehold Improvements Allowance and Space Plan Allowance.

In connection with Tenant's execution of this Lease, Tenant shall perform certain improvements to the Premises, as mutually agreed upon by Landlord and Tenant (the "improvements"). Tenant acknowledges and agrees that the Improvements shall include (but shall not be limited to) the creation of laboratory and potentially vivarium space with supporting office space. Landlord shall provide to Tenant the Leasehold Improvements Allowance set forth in Exhibit A, which shall be paid and used in accordance with the provisions of the Work Letter attached to this Lease as Exhibit E. In addition, Landlord shall provide Tenant with an allowance to be used toward the costs of preparation of its space plan, in an amount equal to \$0.10 per rentable square foot of the Premises.

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ARTICLE V

RESPONSIBILITY FOR CONDITION OF BUILDING AND PREMISES

Section 5.1 - Maintenance of Building and Common Areas by Landlord.

Landlord shall maintain the Building and the Property consistent with first-class office/laboratory mixed-use buildings in East Cambridge/Kendall Square/Cambridgeport. Except as otherwise provided in Article VIII, the Landlord shall make such repairs to the major structural elements of the Building, including the roof, exterior walls and floor slabs as may be necessary to keep and maintain the same in good condition and maintain and make such repairs throughout the Term to the Common Building Areas as may be necessary to keep them in good order, condition and repair, including without limitation, the glass in the exterior walls of the Building, and all base building HVAC, electrical, life safety and plumbing systems, the Shared Laboratory Systems, and the mechanical systems and equipment serving the Building and not exclusively serving the Premises. The Landlord shall further perform the services on Exhibit C hereto. The Landlord shall in no event be responsible to the Tenant for any condition in the Premises or the Building caused by an act or neglect of the Tenant, or any invitee or contractor of the Tenant. Landlord's costs in performing such services shall be reimbursed by the Tenant to the extent provided in Section 3.3. Except as specifically set forth herein, Tenant accepts the Premises in its as-is condition. Landlord acknowledges that (i) an emergency generator is available in the Building for the Tenant, and (ii) Landlord possesses all licenses and permits required of Landlord so that Tenant may obtain its required licenses and permits to store and use on the Premises the flammable materials used by the Tenant to conduct its business and operations.

Section 5.2 - Maintenance of Premises by Tenant.

The Tenant shall keep neat and clean and maintain in good order, condition and repair the Premises and every part thereof and all Building and mechanical equipment exclusively serving the Premises, reasonable wear and tear excepted and further excepting those repairs for which the Landlord is responsible pursuant to Section 5.1 and damage by fire or other casualty and as a consequence of the exercise of the power of eminent domain, and shall surrender the Premises and all alterations and additions thereto, at the end of the Term, in such condition, first removing all goods and effects of the Tenant and, to the extent specified by the Landlord by notice to the Tenant, all alterations and additions made by the Tenant, which Tenant has not elected to retain in accordance with the terms of Sections 4.2 and 5.2, and repairing any damage caused by such removal and restoring the Premises and leaving them clean and neat. The Tenant shall not permit or commit any waste, and the Tenant shall be responsible for the cost of repairs which may be made necessary by reason of damages to common areas in the Building by the Tenant, or any of the contractors or invitees of the Tenant. Tenant, at its sole cost and expense, shall maintain the laboratory-specific systems and equipment that exclusively serve the Premises. Tenant shall, upon request, provide evidence reasonably satisfactory to Landlord that it has available the necessary expertise to properly conduct and carry out this responsibility, either through persons employed by the Tenant or through contracts with independent service organizations, or a combination thereof. All charges incurred by Landlord in connection with such work, whether by independent organizations or in accordance with reasonable rates assigned to employees of Landlord or Landlord's affiliates, shall be promptly reimbursed by Tenant as Additional Rent.

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Section 5.3 - Delays in Landlord's Services.

The Landlord shall not be liable to the Tenant for any compensation or reduction of rent by reason of inconvenience or annoyance or for loss of business arising from the necessity of the Landlord or its agents entering the Premises for any purposes authorized in this Lease, or for repairing the Premises or any portion of the Building. In case the Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any services or performing any other covenant or duty to be performed on the Landlord's part, by reason of any External Cause, the Landlord shall not be liable to the Tenant therefor, nor, except as expressly otherwise provided in this Lease, shall the Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in the Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

The Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency, until necessary repairs have been completed; provided, however, that in each instance of stoppage, the Landlord shall exercise reasonable diligence to eliminate the cause thereof. Except in case of emergency repairs, the Landlord will give the Tenant reasonable advance written notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to the Tenant by reason thereof. In no event shall the Landlord have any liability to the Tenant for the unavailability of heat, light or any utility or service to be provided by the Landlord to the extent that such unavailability is caused by External Causes, provided, however, that the Landlord is obligated to exercise reasonable efforts to restore such services or utility systems' operation as soon as possible.

Notwithstanding anything contained herein to the contrary, in the event Landlord shall fail to provide the services it is required to provide to Tenant hereunder for any reason other than due to Tenant's acts or omissions, and as a result thereof, Tenant is reasonably unable to use or conduct its operations on part or all of the Premises, Tenant shall be entitled to (i) proportionate abatement of rent (including but not limited to abatement of Tenant's Tax Expenses and Tenant's Operating Expenses) for the period Tenant is reasonably unable to use or conduct its operations on part or all of the Premises, or (ii) terminate this Lease if Landlord is unable to restore such services within three (3) months from the date of interruption. Tenant shall have the right to terminate this Lease as aforesaid by written notice to Landlord at any time after the expiration of such three (3) month period, and such termination shall be effective as of the date of the interruption in service. To the extent any such unavailability is caused primarily by the action or inaction of Landlord, its servants, agents, employees, contractors, licensees, invitees or any persons claiming by, through or under Landlord, and (i) Landlord fails to commence commercially reasonable corrective action within ten (10) days after Tenant notifies Landlord of such unavailability, or (ii) Landlord, upon commencing commercially reasonable corrective action within ten (10) days after Tenant notifies Landlord of such unavailability, fails to restore the services within thirty (30) days after Tenant notifies Landlord of such unavailability, Tenant shall have the right to restore such service at Landlord's cost and expense.

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ARTICLE VI

TENANT COVENANTS

The Tenant covenants during the Term and for such further time as the Tenant occupies any part of the Premises:

Section 6.1 - Permitted Uses.

The Tenant shall occupy the Premises only for the Permitted Uses, which include, but are not limited to, general business and administrative offices, biotechnology research and development, animal experimentation and related activities thereto. The Tenant shall not injure or deface the Premises or the Property, nor permit in the Premises any auction sale. The Tenant shall give written notice to the Landlord of any materials on OSHA's right to know list or which are subject to regulation by any other federal, state, municipal or other governmental authority and which the Tenant intends to have present at the Premises. The Tenant shall comply with all requirements of public authorities and of the Board of Fire Underwriters in connection with methods of storage, use and disposal thereof. The Tenant shall not permit in the Premises any nuisance, or the emission from the Premises of any objectionable noise, odor or vibration, nor use or devote the Premises or any part thereof for any purpose which is contrary to law or ordinance or liable to invalidate or increase premiums for any insurance on the Building or its contents or liable to render necessary any alteration or addition to the Building, nor commit or permit any waste in or with respect to the Premises, nor generate, store or dispose of any oil, toxic substances, hazardous wastes, or hazardous materials (each a, "Hazardous Material"), or permit the same in or on the Premises or any parking areas provided for under this Lease, unless first giving Landlord notice thereof. The Tenant shall not dump, flush or in any way introduce any Hazardous Materials into septic, sewage or other waste disposal systems serving the Premises or any parking areas provided for under this Lease, except as specifically permitted by government license or permit. The Tenant will indemnify the Landlord and its successors and assigns against all claims, loss, cost, and expenses including attorneys' fees, incurred as a result of any contamination of the Building or any other portion of University Park with Hazardous Materials by the Tenant or Tenant's contractors, licensees, invitees, agents, servants or employees. Tenant shall provide to Landlord herewith certified copies of all licenses and permits Tenant has been required to obtain prior to handling any such Hazardous Materials. Tenant shall further provide to Landlord evidence satisfactory to Landlord from Tenant's consultant preparing any regulatory filings for licensing or permitting to handle Hazardous Materials setting forth in reasonable detail all licenses and/or permits that Tenant is required to obtain or will obtain prior to the Commencement Date and that such licenses and/or permits are valid and in full force and effect. Tenant shall have received all such licenses and/or permits prior to commencement of its operations in the Premises. From time to time hereafter upon thirty (30) days advance notice from Landlord, Tenant will provide Landlord with such updated provisions of Sections 6.1 and 6.2 as the Landlord may reasonably request. Upon request by the Landlord, Tenant shall immediately remove any material or substances which are not in compliance with this Section 6.1. The Landlord represents and warrants to the Tenant that, to the best of Landlord's knowledge, the Permitted Uses are in compliance with all current land use and zoning restrictions applicable to the Premises, subject to the terms and conditions thereof. Tenant shall have no liability for any environmental condition or violation of law that exists in the Premises as of the date of this Lease unless such liability is due to Tenant's act of omission.

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Section 6.2 - Laws and Regulations.

The Tenant shall comply with all federal, state and local laws, regulations, ordinances, executive orders, federal guidelines, and similar requirements in effect from time to time, including, without limitation, City of Cambridge ordinances numbered 1005, 1053, 1086 and any subsequently adopted ordinance for employment and animal experimentation with respect to animal experiments and hazardous waste and any such requirements pertaining to employment opportunity, anti-discrimination and affirmative action. Tenant shall have the right to contest any notice of violation for any of the foregoing by appropriate proceedings diligently conducted in good faith.

Section 6.3 - Rules and Regulations.

The Tenant shall not obstruct in any manner any portion of the Property not hereby leased; shall not permit the placing of any signs, curtains, blinds, shades, awnings, aeriols or flagpoles, or the like, visible from outside the Premises; and shall comply with all reasonable rules and regulations of uniform application to all occupants of the Building now or hereafter made by the Landlord, of which the Tenant has been given notice, for the care and use of the Property and the parking facilities relating thereto. The Landlord shall not be liable to the Tenant for the failure of other occupants of the Building to conform to any such rules and regulations, however Landlord shall uniformly enforce the Rules and Regulations. Notwithstanding anything contained in this Lease (including all exhibits) to the contrary, Tenant shall have the right, at Tenant's expense, to install a sign or signs with its corporate logo at the entrance to the Premises on each level of the Building occupied, in part or in full, by Tenant, and, at Landlord's expense, shall have its name listed on all tenant directories at the Building, including the directory located in the Building's main lobby, subject to the prior approval of such sign by Landlord, which approval shall not be unreasonably withheld or delayed. In the event that Tenant expands and leases, in total, at least sixty percent (60%) of the Building, Tenant shall have the exclusive right, at Tenant's sole cost and expense, to exterior signage on the Building, subject to Landlord's reasonable approval. Tenant may use the Leasehold Improvements Allowance to pay for signage. Tenant shall be responsible for procuring any necessary variances or approvals for such signage.

Section 6.4 - Safety Compliance.

The Tenant shall keep the Premises equipped with all safety appliances required by law or ordinance or any other regulations of any public authority because of any non-office use made by the Tenant and to procure all licenses and permits so required because of such use and, if requested by the Landlord, do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way the Tenant's Permitted Uses. Tenant shall conduct such periodic tests, evaluations or certifications of safety appliances and laboratory equipment as are required or recommended in accordance with generally accepted standards for good laboratory practice to ensure that such safety appliances and equipment remain in good working order, and shall provide to Landlord copies of such reports, evaluations

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and certifications as they are periodically obtained by Tenant or upon ten (10) days advance notice from Landlord (but only to the extent that Tenant has failed to previously provide any such reports). Landlord represents and warrants that the Premises, excluding the First Floor Mechanical Space, and the Common Building Areas (including, without limitation, the Building restrooms), and, to the best of Landlord's knowledge, the Garage, are in compliance with all applicable laws (including, without limitation, the Americans with Disabilities Act of 1990, as amended).

Section 6.5 - Landlord's Entry.

The Tenant shall permit the Landlord and its agents (which agents shall be identified to Tenant and reasonably approved by Tenant for entry), after 48 hours prior notice and at times reasonably acceptable to Tenant, except in the case of emergencies, to enter the Premises at all reasonable hours for the purpose of inspecting or of making repairs to the same, monitoring Tenant's compliance with the requirements and restrictions set forth in this Lease, and for the purpose of showing the Premises to prospective purchasers and mortgagees at all reasonable times and to prospective tenants (during the last nine (9) months of the Term or after notice of termination by the Tenant has been received by Landlord) provided that in connection with such entry, Tenant may provide procedures reasonably designed so as not to jeopardize Tenant's trade secrets, proprietary technology or critical business operations.

Section 6.6 - Floor Load.

The Tenant shall not place a load upon any floor in the Premises exceeding the floor load per square foot of area which such floor was designed to carry and which is allowed by law. Further, Tenant shall not move any safe, vault or other heavy equipment in, about or out of the Premises except in such manner and at such time as the Landlord shall in each instance authorize. The Tenant's machines and mechanical equipment shall be placed and maintained by the Tenant at the Tenant's expense in settings sufficient to absorb or prevent vibration or noise that may be transmitted to the Building structure or to any other space in the Building.

Section 6.7 - Personal Property Tax.

The Tenant shall pay promptly when due all taxes which may be imposed upon personal property (including, without limitation, fixtures and equipment) in the Premises to whomever assessed. Tenant shall have the right to contest the validity or amount of any such taxes by appropriate proceedings diligently conducted in good faith.

Section 6.8 - Assignment and Subleases.

The Tenant shall not assign, mortgage, pledge, hypothecate or otherwise transfer this Lease, or sublet (which term, without limitation, shall include granting of concessions, licenses and the like) the whole or any part of the Premises without, in each instance, having first received the consent of the Landlord which consent shall not be unreasonably withheld, conditioned or delayed. Except as specifically permitted herein, any assignment or sublease made without such consent shall be void. The Landlord shall not be deemed to be unreasonable in withholding its consent to any proposed assignment or subletting by the Tenant based on any of the following factors:



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- (a) The business of the proposed occupant is not consistent with the image and character which the Landlord desires to promote for the Building.
  - (b) The proposed assignment, mortgage or pledge would in any way materially diminish Landlord's rights with respect to the Premises.
  - (c) In the event of a proposed assignment (but not a subletting), the proposed occupant is not sufficiently creditworthy in the reasonable opinion of Landlord based on a comparison of the creditworthiness of other similarly-situated companies in the same industry as the proposed occupant.

Notwithstanding anything to the contrary contained in this Section, Tenant shall have the right to assign or otherwise transfer this Lease or the Premises, or part of the Premises, without obtaining the prior consent of Landlord, (a) to its parent corporation, to a wholly owned subsidiary, to a corporation which is wholly owned by the same corporation which wholly owns Tenant, to an entity directly or indirectly controlling, controlled by or under common control with Tenant, any entity owning or controlling fifty percent (50%) or more of the outstanding voting interest of Tenant, or any entity of which Tenant owns or controls fifty percent (50%) or more of the voting interests, provided that (i) the transferee shall, prior to the effective date of the transfer, deliver to Landlord instruments evidencing such transfer and its agreement to assume and be bound by all the terms, conditions and covenants of this Lease to be performed by Tenant, all in form reasonably acceptable to Landlord, and (ii) at the time of such transfer there shall not be an uncured Event of Default under this Lease; or (b) to the purchaser of all or substantially all of its assets, any entity resulting from the merger or consolidation of Tenant, any successor entity resulting from a bona fide reorganization of Tenant, or to any entity into which the Tenant may be merged or consolidated (along with all or substantially all of its assets) (the "Acquiring Company"), provided that (i) the net assets of the Acquiring Company at the time of the transfer or merger shall not be less than \$25,000,000.00, (ii) the Acquiring Company continues to operate the business conducted in the Premises consistent with the Permitted Uses described in Exhibit A hereto, (iii) the Acquiring Company shall assume in writing, in form reasonably acceptable to Landlord, all of Tenant's obligations under this Lease, (iv) Tenant shall provide to Landlord such additional information regarding the Acquiring Company as Landlord shall reasonably request, and (v) Tenant shall pay Landlord's reasonable expenses incurred in connection therewith (up to a maximum amount of \$5,000.00). Unless Landlord shall have objected to such assignment or transfer by Tenant within ten (10) business days following Landlord's receipt of the information or items described in (b)(i) and (iii) above, Landlord shall be deemed to have waived its right to object thereto. The transfers described in this paragraph are referred to hereinafter as "Permitted Transfers." Notwithstanding any other provision of this Lease, any public offering of shares or other ownership interest in Tenant or any private equity financing of Tenant by one or more investors who regularly invest in private companies shall not be deemed an assignment and shall not be subject to Landlord approval.

Whether or not the Landlord consents, or is required to consent, to any assignment or subletting, the Tenant named herein (to the extent that the Tenant continues to exist as a distinct entity separate and apart from the entity to which the Lease is assigned) shall remain fully and primarily liable for the obligations of the tenant hereunder, including, without limitation, the obligation to pay Annual Fixed Rent and Additional Rent provided under this Lease.

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Landlord shall consent, or set forth in reasonable detail any reason for disapproval, within ten (10) business days of request. In the event that Landlord fails to respond with ten (10) business days, Tenant shall send a second written notice requesting consent to Landlord, which states that Landlord's failure to respond within five (5) business days after receipt of the second notice shall be deemed approval. The Tenant shall give the Landlord notice of any proposed sublease or assignment, whether or not the Landlord's consent is required hereunder, specifying the provisions of the proposed subletting or assignment, including (i) the name and address of the proposed subtenant or assignee, (ii) a copy of the proposed subtenant's or assignee's most recent annual financial statement, (iii) all of the material terms and provisions upon which the proposed subletting or assignment is to be made. The Tenant shall reimburse the Landlord promptly for reasonable legal and other expenses incurred by the Landlord in connection with any request by the Tenant for consent to any assignment or subletting, in the aggregate amount of up to \$5,000.00. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anyone other than the Tenant, the Landlord may, at any time during the continuance of an Event of Default hereunder without cure, collect rent and other charges from the assignee, sublessee or occupant and apply the net amount collected to the rent and other charges herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of the prohibitions contained in this Section 6.8 or the acceptance of the assignee, sublessee or occupant as a tenant, or a release of the Tenant from the further performance by the Tenant of covenants on the part of the Tenant herein contained. After deducting reasonable and ordinary sublease transaction expenses (including, without limitation, any broker's commission), unamortized tenant improvements paid by the Tenant and rent abatement, the Tenant shall pay to the Landlord fifty percent (50%) of any amounts the Tenant receives from any subtenant or assignee as rent, additional rent or other forms of compensation or reimbursement other than those which are less than or equal to the then due and payable proportionate monthly share of Annual Fixed Rent, Additional Rent and all other monies due to Landlord pursuant to this Lease (allocable in the case of a sublease to that portion of the Premises being subleased). The consent by the Landlord to an assignment or subletting shall not be construed to relieve the Tenant from obtaining the express consent in writing of the Landlord to any further assignment or subletting.

Landlord may elect, prior to approving or disapproving any proposed assignment or sublease of more than fifty percent (50%) of the entire Premises for substantially all of the remaining Term, to repossess the portion of the Premises that was proposed to be subleased or assigned, provided that such repossession shall not take effect earlier than thirty (30) days after the proposal by Tenant of a proposed assignment or sublease of more than fifty percent (50%) of the entire Premises for substantially all of the remaining Term. Landlord shall, within ten (10) business days after Tenant's request for consent, notify Tenant of Landlord's exercise of its right to recapture such portion of the Premises in accordance with the terms of this Section. Landlord may thereafter lease such portion of the Premises in such a manner as the Landlord may in its sole discretion determine. In the event Landlord elects to repossess the Premises as provided above, then all of the Tenant's rights and obligations hereunder with respect to such portion of the Premises shall cease and shall be of no further force and effect. The provisions of this paragraph shall not apply to Permitted Transfers. Notwithstanding anything herein to the contrary, Tenant shall be permitted to submit notice to Landlord of its intention to enter into an assignment or a sublease of more than fifty percent (50%) of the entire Premises for substantially all of the remaining Term, prior to naming a proposed assignee or subtenant, in which event Landlord shall, within forty-five (45) days thereafter, notify Tenant of Landlord's exercise of its

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right to recapture such portion of the Premises in accordance with the terms of this Section. If Landlord shall not exercise such right to recapture in the event of a proposed assignment of this Lease, or a sublet of more than fifty percent (50%) of the Premises for substantially all of the remaining Term, any recapture right shall be deemed waived with respect to such space; provided that any assignment or subletting shall in all event remain subject to Landlord's reasonable approval as provided in this Section 6.8.

## ARTICLE VII

### INDEMNITY AND INSURANCE

#### Section 7.1 - Indemnity.

(a) To the maximum extent this agreement may be made effective according to law, the Tenant shall defend the Landlord from and against all claims, proceedings, causes of actions and suits brought by third parties (collectively, "Claims") and shall indemnify and hold harmless the Landlord from and against any resultant costs and expenses (including but not limited to reasonable attorneys' fees), losses or liabilities which the Landlord may be required to pay to third parties to the extent the Claim arises from any breach by Tenant of any obligation of Tenant under this Lease or from any act, omission or negligence of the Tenant, or the Tenant's contractors, licensees, invitees, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person or property, occurring after the date that possession of the Premises is first delivered to the Tenant and until the end of the Term and thereafter, so long as the Tenant is in occupancy of any part of the Premises, in or about the Premises or arising from any accident, injury or damage occurring outside the Premises but within the Building, on the Land, on the access roads and ways, in the parking facilities provided pursuant to the Lease, within University Park or any adjacent area maintained by Landlord or any individual or entity affiliated with Landlord, where such accident, injury or damage results, from an act or omission on the part of the Tenant or the Tenant's agents or employees, licensees, invitees, servants or contractors. Notwithstanding the foregoing, the Tenant's obligations under this Section 7.1(a) shall not apply to the extent such Claims arise or result from a matter for which the Landlord is obligated to indemnify the Tenant as set forth in Section 7.1(b).

(b) To the maximum extent this agreement may be made effective according to law, the Landlord shall defend the Tenant from and against all Claims and shall indemnify and hold harmless the Tenant from and against any resultant costs and expenses (including but not limited to reasonable attorneys' fees), losses or liabilities which the Tenant may be required to pay to third parties to the extent due to loss of life, bodily or personal injury or property damage, arising from or out of all acts, failures, omissions or negligence of Landlord, its agents, employees or contractors which occur in or about the Premises or arising from any accident, injury or damage occurring outside the Premises but within the Building, on the Land, on the access roads and ways, in the parking facilities provided pursuant to the Lease, within University Park or any adjacent area maintained by Landlord or any individual or entity affiliated with Landlord., Notwithstanding the foregoing, the Landlord's obligations under this Section 7.1(b) shall not apply to the extent such Claims arise or result from a matter for which the Tenant is obligated to indemnify Landlord as set forth in Section 7.1(a).

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Section 7.2 - Liability Insurance.

The Tenant agrees to maintain in full force from the date upon which the Tenant first enters the Premises for any reason, throughout the Term, and thereafter, so long as the Tenant is in occupancy of any part of the Premises, a policy of commercial general liability insurance under which the Landlord (and any individuals or entities affiliated with the Landlord, any ground lessor and any holder of a mortgage on the Property of whom the Tenant is notified by the Landlord) and the Tenant are named as additional insureds, and under which the insurer provides a contractual liability endorsement insuring against all cost, expense and liability arising out of or based upon any and all claims, accidents, injuries and damages described in Section 7.1, in the broadest form of such coverage from time to time available. Each such policy shall be noncancellable and nonamendable (to the extent that any proposed amendment reduces the limits or the scope of the insurance required in this Lease) with respect to the Landlord and such ground lessors and mortgagees without ten (10) days' prior notice to the Landlord and such ground lessors and mortgagees and at the election of the Landlord, either a certificate of insurance or a duplicate original policy shall be delivered to the Landlord. The minimum limits of liability of such insurance as of the Commencement Date shall be Five Million Dollars (\$5,000,000.00) in the aggregate for combined bodily injury (or death) and damage to property (\$3,000,000.00 per occurrence), and from time to time during the Term such limits of liability shall be increased to reflect such higher limits as are customarily required pursuant to new leases of space in the Boston-Cambridge area with respect to similar properties.

Section 7.3 - Personal Property at Risk.

The Tenant agrees that all of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of the Tenant and of all persons claiming by, through or under the Tenant which, during the continuance of this Lease or any occupancy of the Premises by the Tenant or anyone claiming under the Tenant which, during the continuance of this Lease or any occupancy of the Premises by the Tenant or anyone claiming under the Tenant, may be on the Premises or elsewhere in the Building or on the Lot or parking facilities provided hereby, shall be at the sole risk and hazard of the Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or be borne by the Landlord, except that the Landlord shall in no event be exonerated from any liability to the Tenant or to any person, for any injury, loss, damage or liability to the extent caused by Landlord's, its agents, employees, licensees, invitees, servants or contractors gross negligence or willful misconduct.

Section 7.4 - Landlord's Insurance.

The Landlord shall carry such casualty and liability insurance upon and with respect to operations at the Building, as may from time to time be deemed reasonably prudent by the Landlord or required by any mortgagee holding a mortgage thereon or any ground lessor of the Land, and in any event, insurance against loss by fire and the risks now covered by extended coverage endorsement No. 4 in an amount equal to the replacement value of the Building, exclusive of foundations, site preparation and other nonrecurring construction costs.

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Section 7.5 - Waiver of Subrogation.

Any insurance carried by either party with respect to the Building, Land, Premises, parking facilities or any property therein or occurrences thereon shall, without further request by either party, if it can be so written without additional premium, or with an additional premium which the other party elects to pay, include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured prior to occurrence of injury or loss. Each party, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the other for injury or loss, including, without limitation, injury or loss caused by negligence of such other party, due to hazards covered by insurance containing such clause or endorsement to the extent of the indemnification received thereunder.

ARTICLE VIII

CASUALTY AND EMINENT DOMAIN

Section 8.1 - Restoration Following Casualties.

If, during the Term, the Building or Premises shall be damaged by fire or casualty, subject to the exceptions and limitations provided below, the Landlord shall proceed promptly to exercise reasonable efforts to restore the Building or Premises to substantially the condition thereof at the time of such damage, but the Landlord shall not be responsible for delay in such restoration which may result from any External Cause. The Landlord shall have no obligation to expend in the reconstruction of the Building more than the actual amount of the insurance proceeds made available to the Landlord by its insurer and not retained by the Landlord's mortgagee or ground lessor. Any restoration of the Building or the Premises shall be altered to the extent necessary to comply with then current laws and applicable codes.

Section 8.2 - Landlord's Termination Election.

If the Landlord reasonably determines that the amount of insurance proceeds available to the Landlord is insufficient to cover the cost of restoring the Building or if in the reasonable opinion of the Landlord the Building has been so damaged that it is appropriate for the Landlord to raze or substantially alter the Building, then the Landlord may terminate this Lease by giving notice to the Tenant within sixty (60) days after the date of the casualty or such later date as is required to allow the Landlord a reasonable time to make either such determination. Any such termination shall be effective on the date designated in such notice from the Landlord, but in any event, not later than sixty (60) days after such notice, and if no date is specified, effective upon the date of the Casualty or Taking.

Section 8.3 - Tenant's Termination Election.

Unless the Landlord has earlier advised the Tenant of the Landlord's election to terminate this Lease pursuant to Section 8.2, or to restore the Premises and maintain this Lease in effect pursuant to Section 8.1, the Tenant shall have the right after the expiration of ninety (90) days after any casualty which materially impairs a material portion of the Premises to give a written notice to the Landlord requiring the Landlord within ten (10) days thereafter to exercise or waive

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any right of the Landlord to terminate this Lease pursuant to Section 8.2 as a result of such casualty and if the Landlord fails to give timely notice to the Tenant waiving any right under Section 8.2 to terminate this Lease based on such casualty, the Tenant shall be entitled, at any time until the Landlord has given notice to the Tenant waiving such termination right, to give notice to the Landlord terminating this Lease. Where the Landlord is obligated to exercise reasonable efforts to restore the Premises, unless such restoration is completed within nine (9) months from the date of the casualty or taking, such period to be subject, however, to extension where the delay in completion of such work is due to External Causes (but in no event beyond nine (9) months from the date of the casualty or taking), the Tenant shall have the right to terminate this Lease at any time after the expiration of such nine-month (as extended) period until the restoration is substantially completed, such termination to take effect as of the date of the Casualty or Taking.

Section 8.4 - Casualty at Expiration of Lease.

If the Premises shall be damaged by fire or casualty in such a manner that the Premises cannot, in the ordinary course, reasonably be expected to be repaired within one hundred and twenty (120) days from the commencement of repair work and such damage occurs within the last eighteen (18) months of the Term (as the same may have been extended prior to such fire or casualty), either party shall have the right, by giving notice to the other not later than sixty (60) days after such damage, to terminate this Lease, whereupon this Lease shall terminate as of the date of such Casualty.

Section 8.5 - Eminent Domain.

Except as hereinafter provided, if the Premises, or such portion thereof as to render the balance (if reconstructed to the maximum extent practicable in the circumstances) unsuitable for the Tenant's purposes, shall be taken by condemnation or right of eminent domain, the Landlord or the Tenant shall have the right to terminate this Lease by notice to the other of its desire to do so, provided that such notice is given not later than thirty (30) days after the effective date of such taking. If so much of the Building shall be so taken that the Landlord determines that it would be appropriate to raze or substantially alter the Building, the Landlord shall have the right to terminate this Lease by giving notice to the Tenant of the Landlord's desire to do so not later than thirty (30) days after the effective date of such taking.

Should any part of the Premises be so taken or condemned during the Term, and should this Lease be not terminated in accordance with the foregoing provisions, the Landlord agrees to use reasonable efforts to put what may remain of the Premises into proper condition for use and occupation as nearly like the condition of the Premises prior to such taking as shall be practicable, subject, however, to applicable laws and codes then in existence and to the availability of sufficient proceeds from the eminent domain taking not retained by any mortgagee or ground lessor.

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Section 8.6 - Rent After Casualty or Taking.

If the Premises shall be damaged by fire or other casualty, except as provided below, the Annual Fixed Rent and Additional Rent shall be justly and equitably abated and reduced according to the nature and extent of the loss of use thereof suffered by the Tenant, from and after the date of the Casualty or Taking until the Premises shall be restored to substantially the same condition as immediately prior to such Casualty or Taking. In the event of a taking which permanently reduces the area of the Premises, a just proportion of the Annual Fixed Rent shall be abated for the remainder of the Term.

Section 8.7 - Taking Award.

Except as otherwise provided in Section 8.7, the Landlord shall have and hereby reserves and accepts, and the Tenant hereby grants and assigns to the Landlord, all rights to recover for damages to the Building and the Land, and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking, damage or destruction, as aforesaid, and by way of confirming the foregoing, the Tenant hereby grants and assigns to the Landlord, all rights to such damages or compensation. Nothing contained herein shall be construed to prevent the Tenant from prosecuting in any condemnation proceedings a claim for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable by the Landlord from the taking authority pursuant to the preceding sentence.

ARTICLE IX

DEFAULT

Section 9.1 - Tenant's Default.

Each of the following shall constitute an Event of Default:

- (a) Failure on the part of the Tenant to pay the Annual Fixed Rent, Additional Rent or other charges for which provision is made herein on or before the date on which the same become due and payable, if such condition continues for five (5) business days after written notice that the same are due; provided, however if Tenant shall fail to pay any of the foregoing (after receipt by Tenant of written notice from Landlord) when due two (2) times in any period of twelve (12) consecutive months, then Landlord shall not be required to give notice to Tenant of any future failure to pay during the remainder of the Term and any extension thereof, and such failure shall thereafter constitute an Event of Default if not cured within five (5) business days after the same are due.
- (b) Failure on the part of the Tenant to perform or observe any other term or condition contained in this Lease if the Tenant shall not cure such failure within thirty (30) days after written notice from the Landlord to the Tenant thereof, provided that in the case of breaches of obligations under this Lease which are susceptible to cure but cannot be cured within thirty (30) days through the exercise of due diligence, so long as the Tenant commences such cure within thirty (30) days, such breach remains susceptible to cure, and the Tenant diligently pursues such cure, such breach shall not be deemed to create an Event of Default.

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- (c) The taking of the estate hereby created on execution or by other process of law; or a judicial declaration that the Tenant is bankrupt or insolvent according to law; or any assignment of the property of the Tenant for the benefit of creditors; or the appointment of a receiver, guardian, conservator, trustee in bankruptcy or other similar officer to take charge of all or any substantial part of the Tenant's property by a court of competent jurisdiction; or the filing of an involuntary petition against the Tenant under any provisions of the bankruptcy act now or hereafter enacted if the same is not dismissed within ninety (90) days; the filing by the Tenant of any voluntary petition for relief under provisions of any bankruptcy law now or hereafter enacted.

If an Event of Default shall occur and be continuing without cure, then, in any such case, whether or not the Term shall have begun, the Landlord lawfully may, immediately or at any time thereafter, give written notice to the Tenant specifying the Event of Default and this Lease shall come to an end on the date specified therein as fully and completely as if such date were the date herein originally fixed for the expiration of the Lease Term, and the Tenant will then quit and surrender the Premises to the Landlord, but the Tenant shall remain liable as hereinafter provided.

Section 9.2 - Damages.

In the event that this Lease is terminated, the Tenant covenants to pay to the Landlord forthwith on the Landlord's demand, as compensation, an amount (the Lump Sum Payment) equal to the excess, if any, of the discounted present value of the total rent reserved for the remainder of the Term over the then discounted present fair rental value of the Premises for the remainder of the Term. In calculating the rent reserved, there shall be included, in addition to the Annual Fixed Rent and all Additional Rent, the value of all other considerations agreed to be paid or performed by the Tenant over the remainder of the Term. In calculating the amounts to be paid by the Tenant under the foregoing covenant, the Tenant shall be credited with the net proceeds of any rent obtained by reletting the Premises, after deducting all the Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such reletting and Landlord shall use commercially reasonable efforts to relet the Premises. The Landlord shall use commercially reasonable efforts to relet the Premises, or any part or parts thereof, for a term or terms which may, at the Landlord's option, exceed or be equal to or less than the period which would otherwise have constituted the balance of the Term, and may grant such concessions and free rent as the Landlord in its reasonable commercial judgment considers advisable or necessary to relet the same and shall make such alterations, repairs and improvements in the Premises as the Landlord in its reasonable commercial judgment considers advisable or necessary to relet the same. No action of the Landlord in accordance with foregoing or failure to relet or to collect rent under reletting shall operate to release or reduce the Tenant's liability except as provided herein. The Landlord shall be entitled to seek to rent other properties of the Landlord prior to reletting the Premises.



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Section 9.3 - Cumulative Rights.

The specific remedies to which the Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by the Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, the Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions. Nothing contained in this Lease shall limit or prejudice the right of the Landlord to prove for and obtain in proceedings for bankruptcy, insolvency or like proceedings by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule 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 be greater, equal to, or less than the amount of the loss or damages referred to above.

Section 9.4 - Landlord's Self-help.

If the Tenant shall at any time default in the performance of any obligation under this Lease, the Landlord shall have the right, but not the obligation, after any applicable cure period and upon reasonable, but in no event more than ten (10) days', notice to the Tenant (except in case of emergency in which case no notice need be given), to perform such obligation. The Landlord may exercise its rights under this Section without waiving any other of its rights or releasing the Tenant from any of its obligations under this Lease.

Section 9.5 - Enforcement Expenses; Litigation.

In the event that either party prevails in litigation commenced to enforce any right or obligation hereunder, such party shall be entitled to recover from the other party all reasonable costs and expenses incurred by such party in connection with the litigation.

If either party hereto be made or becomes a party to any litigation commenced by or against the other party by or against a third party, or incurs costs or expenses related to such litigation, involving any part of the Property and the enforcement of any of the rights, obligations or remedies of such party, then the party becoming involved in any such litigation because of a claim against such other party hereto shall receive from such other party hereto all costs and reasonable attorneys' fees incurred by such party in such litigation.

Section 9.6 - Interest on Overdue Payments.

Any Annual Fixed Rent and Additional Rent not paid within any applicable grace period shall bear interest from the date due to the Landlord until paid at the variable rate (the "Default Interest Rate") equal to the higher of (i) the rate at which interest accrues on amounts not paid when due under the terms of the Landlord's financing for the Building, as from time to time in effect, and (ii) one and one-half percent (1.5%) per month.

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Section 9.7 - Landlord's Right to Notice and Cure.

The Landlord shall in no event be in default in the performance of any of the Landlord's obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days after notice by the Tenant to the Landlord expressly specifying wherein the Landlord has failed to perform any such obligation, provided that in the case of breaches of obligations under this Lease which are susceptible to cure but cannot be cured within thirty (30) days through the exercise of due diligence, so long as the Landlord commences such cure within thirty (30) days, such breach remains susceptible to cure, and the Landlord diligently pursues such cure, such breach shall not be deemed an event of default under this Agreement. In the event of a breach or default of this Agreement by the Landlord, Tenant shall be afforded any and all rights and remedies afforded at law or in equity.

ARTICLE X

MORTGAGEES' AND GROUND LESSORS' RIGHTS

Section 10.1 - Subordination.

This Lease shall, at the election of the holder of any mortgage or ground lease on the Property, be subject and subordinate to any and all mortgages or ground leases on the Property, so that the lien of any such mortgage or ground lease shall be superior to all rights hereby or hereafter vested in the Tenant. Notwithstanding the foregoing, Tenant's rights under this Lease and use and enjoyment of the Premises shall not be disturbed by any such mortgagee or ground lessor so long as there is no uncured Event of Default, and Tenant shall be entitled to receive executed agreements from same to such effect. Landlord represents and warrants that there are no mortgages of the Property and/or the Building as of the Commencement Date. Landlord shall use good faith, commercially reasonable efforts to cause any future lender to enter into a subordination, non-disturbance and attornment agreement ("SNDA") with Tenant at the time of any future financing. Landlord agrees to obtain prior to the Commencement Date a non-disturbance agreement ("NDA"), from MIT (as defined in Section 11.11) in substantially the form of Exhibit I or with such changes as may be mutually approved by Tenant and MIT.

Section 10.2 - Prepayment of Rent not to Bind Mortgagee.

No Annual Fixed Rent, Additional Rent, or any other charge payable to the Landlord shall be paid more than thirty (30) days prior to the due date thereof under the terms of this Lease and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee or ground lessor) be a nullity as against such mortgagee or ground lessor and the Tenant shall be liable for the amount of such payments to such mortgagee or ground lessor.

Section 10.3 - Tenant's Duty to Notify Mortgagee: Mortgagee's Ability to Cure.

No act or failure to act on the part of the Landlord which would entitle the Tenant under the terms of this Lease, or by law, to be relieved of the Tenant's obligations to pay Annual Fixed Rent or Additional Rent hereunder or to terminate this Lease, shall result in a release or termination of such obligations of the Tenant or a termination of this Lease unless (i) the Tenant

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shall have first given written notice of the Landlord's act or failure to act to the Landlord's mortgagees or ground lessors of record, if any, of whose identity and address the Tenant shall have been given notice, specifying the act or failure to act on the part of the Landlord which would give basis to the Tenant's rights; and (ii) such mortgagees or ground lessors, after receipt of such notice, have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, which shall include a reasonable time for such mortgagee or ground lessors, but in no event more than thirty (30) days after receipt of such notice, to obtain possession of the Property if possession is necessary for the mortgagee or ground lessor to correct or cure the condition and if the mortgagee or ground lessor notifies the Tenant of its intention to take possession of the Property and correct or cure such condition.

Section 10.4 - Estoppel Certificates.

The Tenant shall from time to time, upon not less than fifteen (15) days' prior written request by the Landlord, execute, acknowledge and deliver to the Landlord a statement in writing certifying to the Landlord or an independent third party, with a true and correct copy of this Lease attached thereto, to the extent such statements continue to be true and accurate, (i) that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications); (ii) that the Tenant has no knowledge of any defenses, offsets or counterclaims against its obligations to pay the Annual Fixed Rent and Additional Rent and to perform its other covenants under this Lease (or if there are any defenses, offsets, or counterclaims, setting them forth in reasonable detail); (iii) that there are no known uncured defaults of the Landlord or the Tenant under this Lease (or if there are known defaults, setting them forth in reasonable detail); (iv) the dates to which the Annual Fixed Rent, Additional Rent and other charges have been paid; (v) that the Tenant has accepted, is satisfied with, and is in full possession of the Premises, including all improvements, additions and alterations thereto required to be made by Landlord under the Lease; (vi) that the Landlord has satisfactorily complied with all of the requirements and conditions precedent to the commencement of the Term of the Lease as specified in the Lease; (vii) that the Tenant has been in occupancy since the Commencement Date and paying rent since the specified dates; (viii) that no monetary or other considerations, including, but not limited to, rental concessions for Landlord, special tenant improvements or Landlord's assumption of prior lease obligations of Tenant have been granted to Tenant by Landlord for entering into Lease, except as specified; (ix) that Tenant has no notice of a prior assignment, hypothecation, or pledge of rents or of the Lease; (x) that the Lease represents the entire agreement between Landlord and Tenant; (xi) that no prepayment or reduction of rent and no modification, termination or acceptance of Lease will be valid as to the party to whom such certificate is addressed without the consent of such party; (xii) that any notice to Tenant may be given it in accordance with Section 12.2 hereof; and (xiii) such other matters with respect to the Tenant and this Lease as the Landlord may reasonably request. On the Commencement Date, the Tenant shall, at the request of the Landlord, promptly execute, acknowledge and deliver to the Landlord a statement in writing that the Commencement Date has occurred, that the Annual Fixed Rent has begun to accrue and that the Tenant has taken occupancy of the Premises. Any statement delivered pursuant to this Section may be relied upon by any prospective purchaser, mortgagee or ground lessor of the Premises and shall be binding on the Tenant.

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Landlord shall from time to time, upon not less than fifteen (15) days' prior written request by the Tenant, execute, acknowledge and deliver to the Tenant a statement in writing certifying to the Tenant or an independent third party, with a true and correct copy of this Lease attached thereto, to the extent such statements continue to be true and accurate (i) that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications); (ii) that the Landlord has no knowledge of any defenses, offsets or counterclaims against its obligations to perform its covenants under this Lease (or if there are any defenses, offsets, or counterclaims, setting them forth in reasonable detail); (iii) that there are no known uncured defaults of the Tenant or the Landlord under this Lease (or if there are known defaults, setting them forth in reasonable detail); (iv) the dates to which the Annual Fixed Rent, Additional Rent and other charges have been paid, and (v) that the Tenant is in full possession of the Premises, including all improvements, additions and alterations thereto required to be made by Landlord under the Lease; (vi) that the Tenant has satisfactorily complied with all of the requirements and conditions precedent to the commencement of the Term of the Lease as specified in the Lease; (vii) that the Tenant has been in occupancy since the Commencement Date and paying rent since the specified dates; (viii) that no monetary or other considerations, including, but not limited to, rental concessions for Landlord, special tenant improvements or Landlord's assumption of prior lease obligations of Tenant have been granted to Tenant by Landlord for entering into the Lease, except as specified; (ix) such other matters with respect to the Tenant and this Lease as the Tenant may reasonably request. Any statement delivered pursuant to this Section may be relied upon by any prospective lender of Tenant, any prospective assignee or subtenant of Tenant or any prospective purchaser of Tenant or Tenant's assets, and shall be binding on the Landlord.

## ARTICLE XI

### MISCELLANEOUS

#### Section 11.1 - Notice of Lease.

The Tenant agrees not to record this Lease, but upon request of either party, both parties shall execute and deliver a memorandum of this Lease in the form attached hereto as Exhibit J, and if this Lease is terminated before the Term expires, an instrument in such form acknowledging the date of termination.

#### Section 11.2 - Notices.

Whenever any notice, approval, consent, request, election, offer or acceptance is given or made pursuant to this Lease, it shall be in writing. Communications and payments shall be addressed, if to the Landlord, at the Landlord's Address for Notices as set forth in Exhibit A or at such other address as may have been specified by prior notice to the Tenant; and if to the Tenant, at the Tenant's Address for Notices or at such other place as may have been specified by prior notice to the Landlord. Any communication so addressed shall be deemed duly given on the earlier of (i) the date received or (ii) on the third business day following the day of mailing if mailed by registered or certified mail, return receipt requested. If the Landlord by notice to the Tenant at any time designates some other person to receive payments or notices, all payments or notices thereafter by the Tenant shall be paid or given to the agent designated until notice to the

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contrary is received by the Tenant from the Landlord. In accordance with the provisions of the NDA (as defined in Section 10.1), a copy of any notice of default provided by Tenant to Landlord shall be concurrently sent to MIT (as defined in Section 11.11) at MIT's Address for Notices as set forth in the NDA or at such other address as may have been specified by prior notice to the Tenant.

Section 11.3 - Authority.

Landlord represents and warrants that the individual executing this Lease on behalf of Landlord is duly authorized to execute and deliver this Lease on behalf of said entity, that said entity is duly authorized to enter into this Lease, and that this Lease is enforceable against said entity in accordance with its terms.

Tenant represents and warrants that the individual executing this Lease on behalf of Tenant is duly authorized to execute and deliver this Lease on behalf of said entity, that said entity is duly authorized to enter into this Lease, and that this Lease is enforceable against said entity in accordance with its terms.

Section 11.4 - Successors and Limitation on Liability on the Landlord.

The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the original Landlord named herein and each successor Landlord shall be liable only for obligations accruing during the period of its ownership. The obligations of the Landlord shall be binding upon the assets of the Landlord consisting of an equity ownership of the Property (and including any proceeds realized from the sale of such Property) but not upon other assets of the Landlord and neither the Tenant, nor anyone claiming by, under or through the Tenant, shall be entitled to obtain any judgment creating personal liability on the part of the Landlord or enforcing any obligations of the Landlord against any assets of the Landlord other than an equity ownership of the Property.

Section 11.5 - Waivers by the Landlord.

The failure of the Landlord or the Tenant to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Lease, 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 force and effect of an original violation. The receipt by the Landlord of Annual Fixed Rent or Additional Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. In the event of a breach or default of this Agreement by Landlord, any decision not to terminate this Lease shall not be deemed a waiver of such breach by Tenant. No provision of this Lease shall be deemed to have been waived by the Landlord or the Tenant, as the case may be, unless such waiver is in writing signed by the Landlord or the Tenant, as the case may be. No consent or waiver, express or implied, by the 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.

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Section 11.6 - Acceptance of Partial Payments of Rent.

No acceptance by the Landlord of a lesser sum than the Annual Fixed Rent and Additional Rent then due shall be deemed to be other than a partial installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided. The delivery of keys to any employee of the Landlord or to the Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

Section 11.7 - Interpretation and Partial Invalidity.

If any term of this Lease, or the application thereof to any person or circumstances, 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. The titles of the Articles are for convenience only and not to be considered in construing this Lease. This Lease contains all of the agreements of the parties with respect to the subject matter thereof and supersedes all prior dealings between them with respect to such subject matter.

Section 11.8 - Quiet Enjoyment.

So long as the Tenant pays Annual Fixed Rent and Additional Rent (subject to Tenant's right to abate rent as set forth herein), performs all other Tenant covenants of this Lease and observes all conditions hereof, the Tenant shall peaceably and quietly have, hold and enjoy the Premises free of any claims by, through or under the Landlord.

Section 11.9 - Brokerage.

Each party represents and warrants to the other that it has had no dealings with any broker or agent in connection with this Lease other than Colliers International New England, LLC and CBRE/New England ("Acknowledged Brokers") and shall indemnify and hold harmless the other from claims for any brokerage commission to a broker other than the Acknowledged Brokers arising out of the other party's actions.

Section 11.10 - Surrender of Premises and Holding Over.

The Tenant shall surrender possession of the Premises on the last day of the Term and the Tenant waives the right to any notice of termination or notice to quit. The Tenant covenants that upon the expiration or sooner termination of this Lease, it shall, without notice, deliver up and surrender possession of the Premises in the same condition in which the Tenant has agreed to keep the same during the continuance of this Lease and in accordance with the terms hereof, normal wear and tear and damage by fire or other casualty excepted, first removing therefrom all goods and effects of the Tenant and any leasehold improvements Landlord specified for removal pursuant to Section 4.2, and repairing all damage caused by such removal. Upon the expiration of this Lease or if the Premises should be abandoned by the Tenant, or this Lease should

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terminate for any cause, and at the time of such expiration, vacation, abandonment or termination, the Tenant or Tenant's agents, subtenants or any other person should leave any property of any kind or character on or in the Premises, the fact of such leaving of property on or in the Premises shall be conclusive evidence of intent by the Tenant, and individuals and entities deriving their rights through the Tenant, to abandon such property so left in or upon the Premises, and such leaving shall constitute abandonment of the property. Landlord shall have the right and authority without notice to the Tenant or anyone else, to remove and destroy, or to sell or authorize disposal of such property, or any part thereof, without being in any way liable to the Tenant therefor and the proceeds thereof shall belong to the Landlord as compensation for the removal and disposition of such property.

If the Tenant fails to surrender possession of the Premises upon the expiration or sooner termination of this Lease, the Tenant shall pay to Landlord, as rent for any period after the expiration or sooner termination of this Lease an amount equal to one hundred fifty percent (150%) of the Annual Fixed Rent and the Additional Rent required to be paid under this Lease as applied to any period in which the Tenant shall remain in possession. Acceptance by the Landlord of such payments shall not constitute a consent to a holdover hereunder or result in a renewal or extension of the Tenant's rights of occupancy. Such payments shall be in addition to and shall not affect or limit the Landlord's right of re-entry, Landlord's right to collect such damages as may be available at law, or any other rights of the Landlord under this Lease or as provided by law.

**Section 11.11 - Ground Lease.**

This Lease is in all respects subject to the ground lease (the "Ground Lease") between the Landlord as lessee and Massachusetts Institute of Technology ("MIT") as lessor dated as of November 30, 2000, as amended. If any provision of the Ground Lease shall be inconsistent with the provisions of this Lease, the provisions of the Ground Lease shall be deemed to limit the provisions hereof, except as are expressly otherwise provided in a written agreement signed by MIT, the Landlord and the Tenant.

**Section 11.12 - Security Deposit.**

(a) Letter of Credit.

Within thirty (30) days of the execution and delivery of this Lease, Tenant shall deliver to Landlord as security for the performance of the obligations of Tenant hereunder a cash deposit or a letter of credit initially in the amount specified in Exhibit A and in accordance with this Section (as renewed, replaced, increased and/or reduced pursuant to this Section, the "Letter of Credit"). The Letter of Credit shall be in the form attached as Exhibit G to this Lease or such other form as Landlord may reasonably approve. If there is more than one Letter of Credit so delivered by Tenant, such Letters of Credit shall be collectively hereinafter referred to as the "Letter of Credit". The Letter of Credit (i) shall be irrevocable and shall be issued by a commercial bank reasonably acceptable to Landlord, (ii) shall require only the presentation to the issuer of a certificate of the holder of the Letter of Credit stating either (a) that a default has occurred under this Lease after the expiration of any applicable notice and cure period (or stating that transmittal of a default notice is barred by applicable bankruptcy or other law if such is the case) or (b)

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stating that Tenant has not delivered to Landlord a new Letter of Credit having a commencement date immediately following the expiration of the existing Letter of Credit in accordance with the requirements of the Lease, (iii) shall be payable to Landlord and its successors in interest as the Landlord and shall be freely transferable without cost to any such successor or any lender holding a collateral assignment of Landlord's interest in the Lease, (iv) shall be for an initial term of not less than one year and contain a provision that such term shall be automatically renewed for successive one-year periods unless the issuer shall, at least thirty (30) days prior to the scheduled expiration date, give Landlord written notice of such nonrenewal, and (v) shall otherwise be in form and substance reasonably acceptable to Landlord. Notwithstanding the foregoing, the term of the Letter of Credit for the final year of the Term (or any Extension Term, as applicable) shall be for a term ending not earlier than the date sixty (60) days after the last day of the Term (or any Extension Term, as applicable).

If Tenant shall be in default under the Lease, after the expiration of any applicable notice or cure period (or if transmittal of a default or other notice is stayed or barred by applicable bankruptcy or other law), Landlord shall be entitled to draw upon the Letter of Credit to the extent reasonably necessary to cure such default. If, not less than thirty (30) days before the scheduled expiration of the Letter of Credit, Tenant has not delivered to Landlord a new Letter of Credit having a commencement date immediately following the expiration of the existing Letter of Credit in accordance with this Section, Landlord shall also have the right to draw upon the full amount of the Letter of Credit without giving any further notice to Tenant. Landlord may, but shall not be obligated to, apply the amount so drawn to the extent necessary to cure Tenant's default under the Lease. Any funds drawn by Landlord on the Letter of Credit and not applied against amounts due hereunder shall be held by Landlord as a cash security deposit, provided that Landlord shall have no fiduciary duty with regard to such amounts, shall have the right to commingle such amounts with other funds of Landlord, and shall pay no interest on such amounts. After any application of the Letter of Credit by Landlord in accordance with this paragraph, Tenant shall reinstate the Letter of Credit to the amount then required to be maintained hereunder, within thirty (30) days of demand. Within sixty (60) days after the expiration or earlier termination of the Term the Letter of Credit and any cash security deposit then being held by Landlord, to the extent not applied, shall be returned to the Tenant provided that no Event of Default is then continuing.

(b) Pledge.

The Landlord may pledge its right and interest in and to the cash deposit or Letter of Credit to any mortgagee or ground lessor and, in order to perfect such pledge, have such cash deposit or Letter of Credit held in escrow by such mortgagee or ground lessee or grant such mortgagee or ground lessee a security interest therein. In connection with any such pledge or grant of security interest by the Landlord to a mortgagee or ground lessee ("Pledgee"), Tenant covenants and agrees to cooperate as reasonably requested by the Landlord, in order to permit the Landlord to implement the same on terms and conditions reasonably required by such Pledgee.



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(c) Transfer of Security Deposit.

In the event of a sale or other transfer of the Building or transfer of this Lease, Landlord shall transfer the cash deposit or Letter of Credit to the transferee, and Landlord shall thereupon be released by Tenant from all liability for the return of such security. The provisions hereof shall apply to every transfer or assignment made of the security to such a transferee. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the Letter of Credit or the proceeds thereof, and that neither Landlord nor its successors or assigns shall be bound by any assignment, encumbrance, attempted assignment or attempted encumbrance.

Section 11.13 - Financial Reporting.

Tenant shall from time to time (but at least annually) on the anniversary of the Lease provide Landlord with financial statements of Tenant, together with related statements of Tenant's operations for Tenant's most recent fiscal year then ended, certified by an independent certified public accounting firm. Such financial statements shall be deemed delivered in compliance with this section if Tenant files same with the SEC.

Section 11.14 - Cambridge Employment Plan.

The Tenant agrees to sign an agreement with the Employment and Training Agency designated by the City Manager of the City of Cambridge as provided in subsections (a)-(g) of Section 24-4 of Ordinance Number 1005 of the City of Cambridge, adopted April 23, 1984.

Section 11.15 - Parking and Transportation Demand Management.

Tenant covenants and agrees to work cooperatively with Landlord to develop a parking and transportation demand management ("PTDM") program that comprises part of a comprehensive PTDM for University Park, provided that such cooperation shall be at no expense to Tenant. In connection therewith, the use of single occupant vehicle commuting will be discouraged and the use of alternative modes of transportation and/or alternative work hours will be promoted. Without limitation of the foregoing, Tenant agrees that its PTDM program (and Tenant will require in any sublease or occupancy agreement permitting occupancy in the Premises that such occupant's PTDM program) will include offering a subsidized MBTA transit pass, either constituting a full subsidy or a subsidy in an amount equal to the maximum deductible amount therefore allowed under the federal tax code, to any employee working in the Premises requesting one. Tenant agrees to comply with the traffic mitigation measures required by the City of Cambridge, and Tenant shall otherwise comply with all legal requirements of the City of Cambridge pertaining thereto. Notwithstanding the foregoing, Tenant shall in all instances be notified of any negotiations between the City of Cambridge and Landlord (or Landlord's representatives) with respect to the PTDM program or any traffic mitigation measures. In no event shall Landlord agree to any PTDM or traffic mitigation measure which would materially and unreasonably diminish Tenant's rights without Tenant's approval.

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Section 11.16 - Cancellation of Existing Lease.

It is hereby acknowledged by the parties hereto that Landlord's affiliate, Thirty-Eight Sidney Street Limited Partnership, a Delaware limited partnership (the "38 Sidney Landlord"), and Tenant entered into a lease in the building located at 38 Sidney Street, Cambridge, Massachusetts, as of August 2, 2010 (the, "Existing Lease"). In accordance with the Lease Termination Agreement entered into between the 38 Sidney Landlord and Tenant dated as of the Effective Date hereof, effective thirty (30) days after the Rent Commencement Date (hereinafter the "Existing Lease Termination Date") and except as otherwise provided in the Existing Lease, Tenant releases and exculpates the 38 Sidney Landlord from any liability arising from the Existing Lease, and the 38 Sidney Landlord releases and exculpates Tenant from any liability arising from the Existing Lease unless such liability is due to Tenant's act of omission. Tenant shall deliver the Premises under the Existing Lease back to 38 Sidney Landlord by the Existing Lease Termination Date in accordance with the Existing Lease; provided, however, Tenant shall not be obligated to remove the internal stairway installed by Tenant in the existing premises connecting the second and third floors. It is hereby acknowledged and agreed that so long as there is no Event of Default under and continuing by Tenant under the Existing Lease as of the Existing Lease Termination Date, then the Existing Lease shall become null and void as of the Rent Commencement Date, and that, except as otherwise provided in the Existing Lease or in the Lease Termination Agreement, Tenant shall have no obligation for the payment of Annual Fixed Rent or Additional Rent with respect to the Existing Lease from and after the Rent Commencement Date. Notwithstanding the foregoing, the provisions of this Section 11.16 shall not apply to those provisions of the Existing Lease that by their terms would otherwise survive the expiration or earlier termination thereof (e.g., annual reconciliation of operating expenses and real estate taxes).

Section 11.17 - Solvent Storage.

Landlord shall manage the allocation of solvent storage quantities for tenants in the Building. Tenant shall have the right to store liquid solvents in the amounts and in the designated locations within the Premises, as described in Exhibit H and as shown on Exhibit B hereto. All solvent storage by Tenant shall be subject to Tenant receiving the necessary governmental approvals. Notwithstanding the foregoing, in the event that (i) Tenant builds a controlled area on the third floor, or (ii) the Premises are expanded (including by way of Sections 2.7, 2.8, or 2.9) and Tenant desires to build a controlled area anywhere in the Premises, then Landlord agrees, at Tenant's request and reasonable expense, to petition the City of Cambridge for a modification to the Landlord's chemical storage license for the Building to accommodate any increase or modification of such solvent storage by Tenant, including the right to store up to four hundred eighty (480) additional gallons of liquid solvents. The City's failure to grant Landlord a modification of the chemical storage license shall not constitute a default by Landlord.

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Section 11.18 - Temporary Space.

From the Commencement Date until thirty (30) days after the Rent Commencement Date, Landlord shall provide Tenant with temporary office space (the "Temporary Space") in a mutually agreed upon location on the second floor of the Building at no cost or expense to Tenant ("Tenant's Temporary Space Right"). The Temporary Space shall be delivered in its current "as is" condition without any furniture. Landlord shall have the right to terminate Tenant's Temporary Space Right upon ten (10) business days prior written notice. If terminated, Landlord shall use commercially reasonable efforts to identify substitute temporary space in the Building.

[Signature Page Follows]

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IN WITNESS WHEREOF, this Lease has been executed and delivered as of the date first above written as a sealed instrument.

LANDLORD:

Forest City 88 Sidney, LLC,  
a Delaware limited liability company

By: FC HCN 88 Holding, LLC,  
a Delaware limited liability company,  
Its sole member

By: FC HCN University Park, LLC,  
a Delaware limited liability company,  
Its sole member

By: Forest City University Park, LLC,  
a Delaware limited liability company  
Its managing member

By: /s/ Michael Farley

Name: Michael Farley

Its: Vice President

TENANT:

AGIOS PHARMACEUTICALS, INC.,  
a Delaware corporation

By: /s/ David Schenkein

Name: David Schenkein

Title: CEO

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EXHIBIT A

BASIC LEASE TERMS

Premises: The Premises shall be comprised of approximately 74,498 rentable square feet as follows:  
Floor 1: 418 rsf  
Floor 1 7,086 rsf  
Floor 3: 33,464 rsf  
Floor 4: 33,530 rsf  
All as more particularly shown on the floor plans attached to this Lease as Exhibit B.

Commencement Date: The Effective Date of this Lease.

Rent Commencement Date: The earlier to occur of (i) Tenant's occupancy for business purposes, or (ii) eight (8) months from the Commencement Date.

Annual Fixed Rent for the Term: \$57.25 per rsf, as adjusted per the terms of Section 3.1 hereof.

Initial Term: Seven (7) years, commencing on the Rent Commencement Date and expiring on the seventh (7<sup>th</sup>) anniversary thereof.

Security Deposit: \$1,421,670.17, subject to the terms of Section 11.12.

Landlord's Address for Notices: Forest City 88 Sidney, LLC  
c/o Forest City Commercial Group, Inc.  
38 Sidney Street, Suite 180  
Cambridge, Massachusetts 02139  
With a copy to:  
Forest City Commercial Group, Inc.  
1360 Terminal Tower  
50 Public Square  
Cleveland, Ohio 44113  
Attention: General Counsel  
Forest City Commercial Management, Inc.  
38 Sidney Street  
Cambridge, Massachusetts 02139-4234  
Attention: Michael Farley

And to MIT (in the event of a notice of default to Landlord):

(i)

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MIT's Address for Notices: 238 Main Street, Suite 200  
Cambridge, Massachusetts 02142  
Attention: Managing Director, Real Estate

Parking Privileges: During the Term, Tenant shall be entitled to use and shall pay for one hundred twelve (112) parking passes in accordance with Section 2.4 of the Lease. Subject to availability, Tenant shall have the right to lease additional parking spaces from Landlord; such lease for additional parking spaces shall be on a month-to-month basis at the then-prevailing fair market value for such parking spaces.

Permitted Uses: General business and administrative offices, biotechnology research, animal experimentation and customary accessory uses supporting the foregoing, as set forth in Section 6.1 of the Lease.

Tenant's Address for Notices: Agios Pharmaceuticals, Inc.  
88 Sidney Street  
Cambridge, Massachusetts 02139

With a copy to:

Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C.  
One Financial Center  
Boston, Massachusetts 02111  
Attn: Stuart A Offner, Esq.

Leasehold Improvements

Allowance: \$11,174,700.00

Total Rentable Floor Area of Building: 145,275 rsf

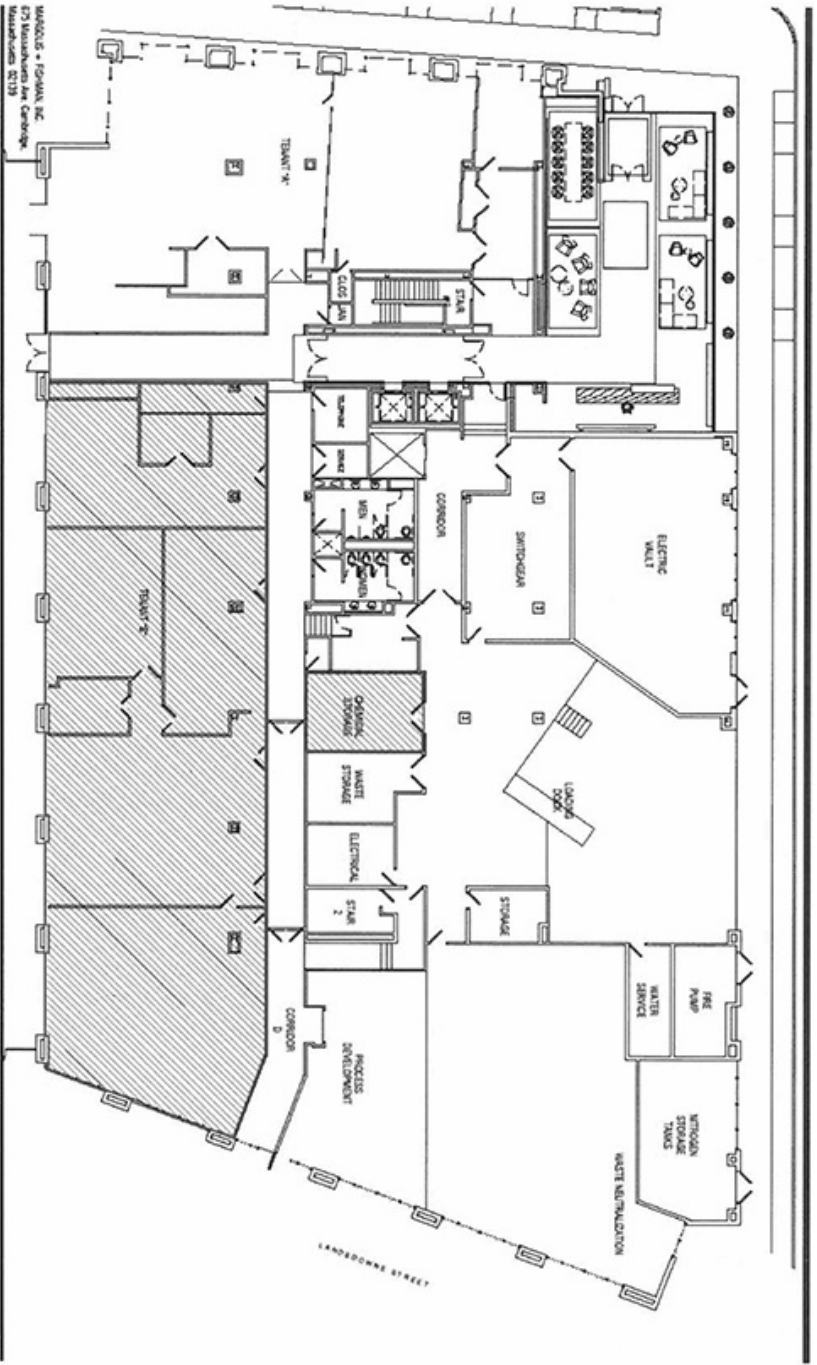
(ii)

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EXHIBIT B

FLOOR PLANS SHOWING PREMISES

[SEE PLANS ATTACHED HERETO]



WINDUS + GOWAN, INC.  
 675 Massachusetts Ave Cambridge  
 Massachusetts 02139

88 SONNY STREET  
 CAMBRIDGE, MA

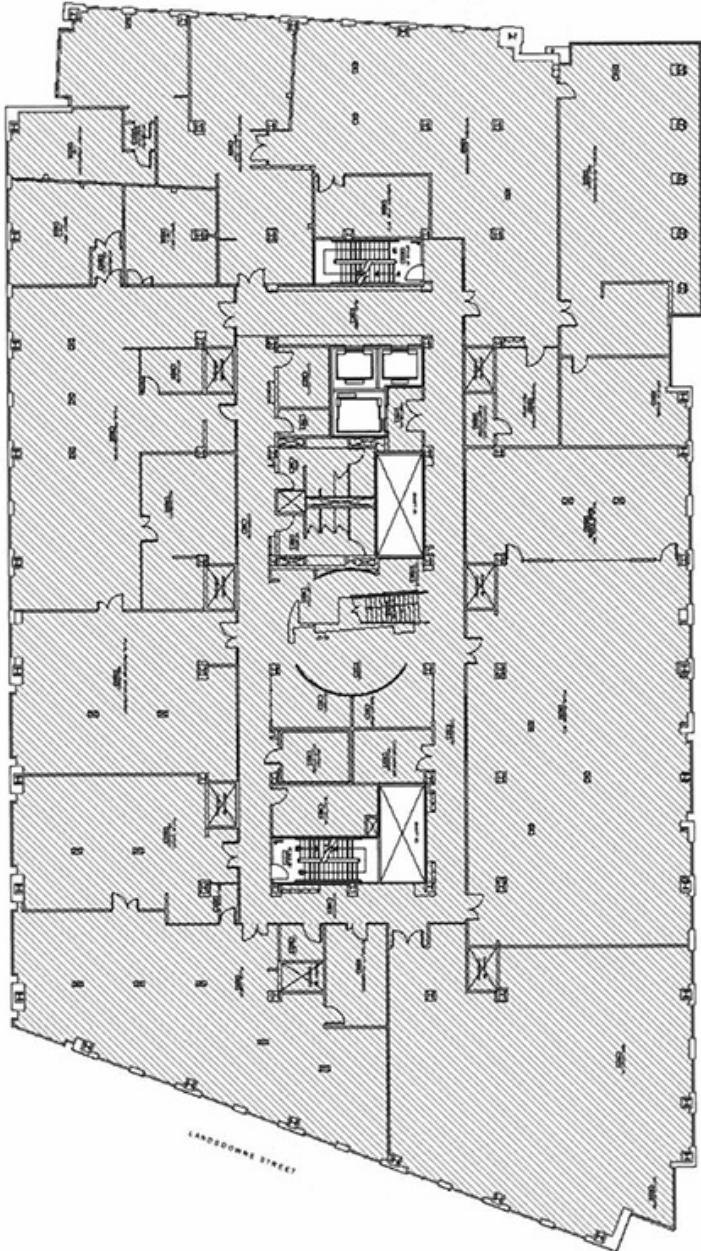
Drawing Name  
 DRIFT & PITCHER Purview Plan  
 SCALE: 1/8" = 1'-0"  
 DATE: 2014.04.14

Exhibit B



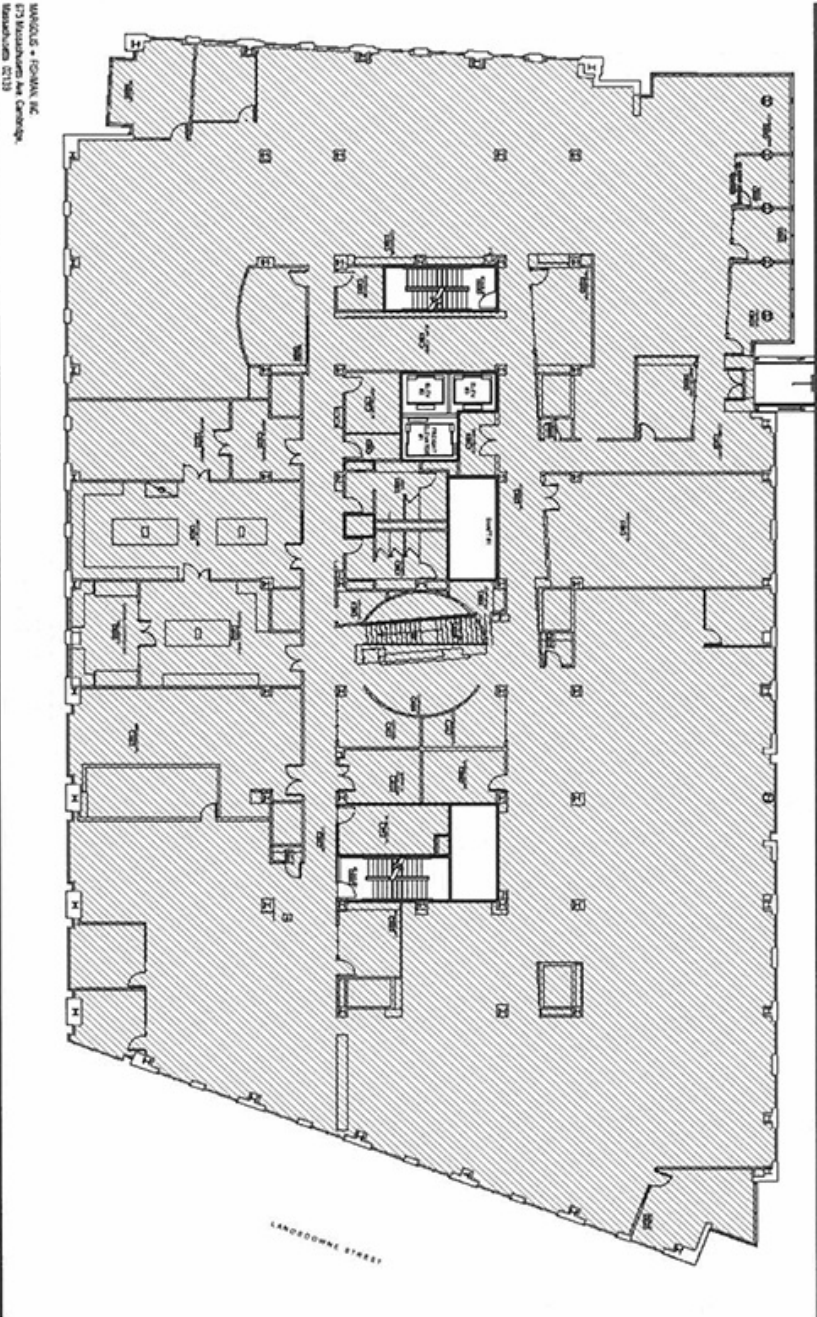
MURKIN + RONALD INC.  
175 BRIMLEY AVENUE  
CAMBRIDGE, MA 02142  
TEL: 617.552.1111

240 LITTLE STREET



DATE: 2/21/2018

Exhibit B



WALTON + GORALL, PC  
 67 Massachusetts Ave  
 Cambridge, MA 02139

88 SOMERVILLE STREET  
 CAMBRIDGE, MA

Drawing Name  
 FIRST FLOOR PLAN  
 SCALE 1/8" = 1'-0"

DATE 2/24/2018

**Exhibit B**

For more information, please contact the architect or the building owner.

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EXHIBIT B-1

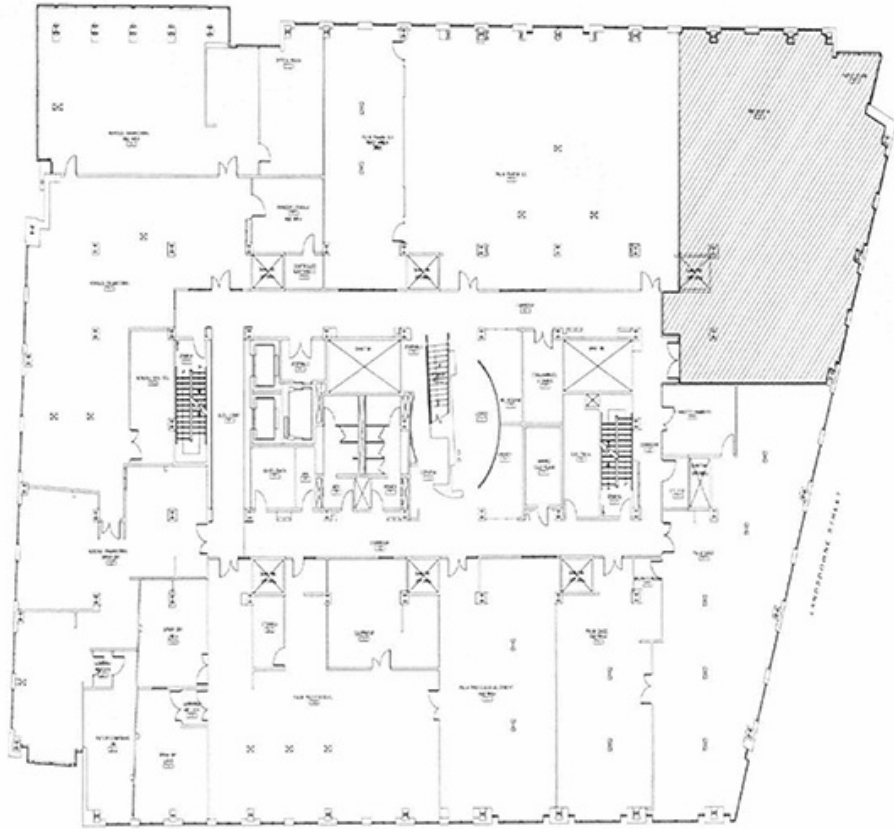
Intentionally Omitted

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EXHIBIT B-2

MECHANICAL ROOMS

[SEE PLAN ATTACHED HERETO]



WAGGLES + FISHER, INC.  
 571 Massachusetts Ave. Cambridge  
 Massachusetts 02138

PACIFIC STREET

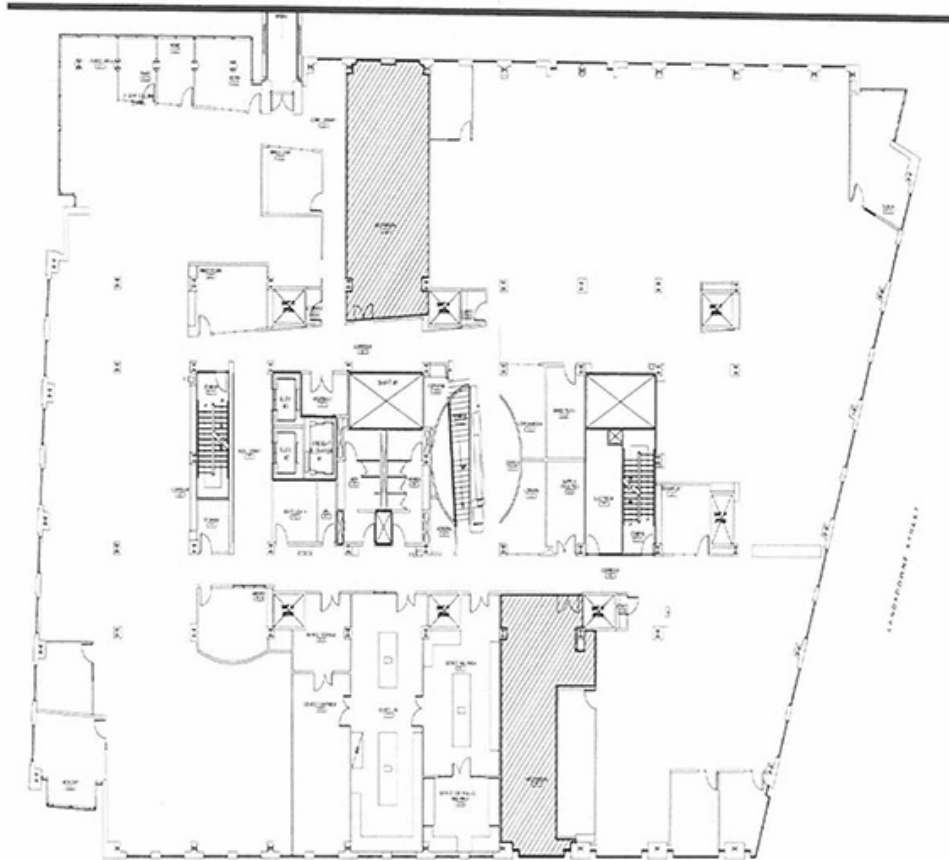
88 SICKLEY STREET  
 CAMBRIDGE, MA

Drawing Name  
 6800-52 Two Floor Mechanical Plans  
 SCALE 1/8" = 1'-0"

Exhibit B-2

DATE: 02/14/2020

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WORLD - RENOV, INC.  
 175 Massachusetts Ave. Cambridge,  
 Massachusetts 02139

88 SENEY STREET  
 CAMBRIDGE, MA

Working Title  
 EXHIBIT 2 North West Mechanical Rooms  
 SCALE 1/8" = 1'-0"

DATE 07/14/08  
**Exhibit B-2**

P:\Arch\08\080714\080714.dwg, W:\Sales\Drawing\0208\0208.dwg, 08/14/08, 10:40:47 AM

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EXHIBIT B-3

FIRST FLOOR MECHANICAL SPACE AND BULK STORAGE SPACE

[SEE PLAN ATTACHED HERETO]





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EXHIBIT C

STANDARD SERVICES

The building standard services shall be defined by the Landlord and its Management Agent. A listing of services shall be as promulgated from time to time by the Landlord and shall be further described in the Tenant Handbook.

The following services are provided by the Landlord:

- A. Regular maintenance of interior, exterior and parking lot landscaping and University Park common areas.
- B. Regular maintenance, sweeping and snow removal of building exterior areas such as roadways, driveways, sidewalks, parking areas and courtyard paving.
- C. Complete interior and exterior cleaning of all windows two times per year.
- D. Daily, weekday maintenance of hallways, passenger elevators, common area bathrooms, lobby areas and vestibules.
- E. Periodic cleaning of stairwells, freight elevators, and back of house areas.
- F. Daily, weekday rubbish removal of all tenant trash receptacles in the office space only, subject to Sections 3.3(b) and 3.3(c) of the Lease; Landlord shall provide a dumpster and/or compactor at the loading dock for Building tenants' use for the disposal of non-hazardous/non-controlled substances, the cost of which shall be an Operating Expense. Tenant's authorized personnel shall have the right to use the equipment on the loading dock.
- G. Daily, weekday cleaning of Tenant space to building standard, in the office space only, subject to Sections 3.3(b) and 3.3(c) of the Lease.
- H. Maintenance and repair of base building surveillance and alarm equipment, mechanical, electrical, plumbing and life safety systems.
- I. Building surveillance and alarm system operation and live monitoring service to building standard specifications.
- J. Conditioned water for HVAC purposes shall be provided to the Premises from central mechanical equipment. The heating, ventilation and air conditioning systems for occupied areas of the Building have been designed to have sufficient capacity to maintain the space conditions at 70 degrees F. when the outside air temperature is 0 degrees F. and to maintain and to 78 degrees F. inside with the maximum relative humidity of 50% when the outside air conditions are 91 degrees F. dry bulb and 73 degrees wet bulb. All other areas are designed to maintain 68 degrees F. when the outside air temperature is 0 degrees F.

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- K. Utilities for all interior common areas and exterior building and parking lighting.
  - L. Lobby Security station to be staffed during the hours of 7:30am to 6:00pm Monday through Friday. After hours Building access is provided by a CCure card reader access system.

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EXHIBIT D

RULES AND REGULATIONS

DEFINITIONS

Wherever in these Rules and Regulations the word "Tenant" is used, it shall be taken to apply to and include the Tenant and its agents, employees, invitees, licensees, contractors, any subtenants and is to be deemed of such number and gender as the circumstances require. The word "Premises" is to be taken to include the space covered by the Lease. The word "Landlord" shall be taken to include the employees and agents of Landlord. Other capitalized terms used but not defined herein shall have the meanings set forth in the Lease.

GENERAL USE OF BUILDING

- A. Space for admitting natural light into any public area or tenanted space of the Building shall not be covered or obstructed by Tenant except in a manner approved by Landlord.
- B. Toilets, showers and other like apparatus shall be used only for the purpose for which they were constructed. Any and all damage from misuse shall be borne by Tenant. These rooms should be locked at all times.
- C. Except as otherwise permitted in the Lease, Landlord reserves the right to determine the number of letters allowed Lessee on any directory it maintains.
- D. No sign, advertisement, notice or the like, shall be used in the Building by Tenant (other than at its office and then only as approved by Landlord in accordance with building standards). If Tenant violates the foregoing, Landlord may remove the violation without liability and may charge all costs and expenses incurred in so doing to Tenant.
- E. Tenant shall not throw or permit to be thrown anything out of windows or doors or down passages or elsewhere in the Building, or bring or keep any pets therein, or commit or make any indecent or improper acts or noises. In addition, Tenant shall not do or permit anything which will obstruct, injure, annoy or interfere with other tenants or those having business with them, or affect any insurance rate on the Building or violate any provision of any insurance policy on the Building.
- F. Unless expressly permitted by the Landlord in writing:
  - (1) No additional locks or similar devices shall be attached to any door or window and no keys other than those provided by the Landlord shall be made for any door; *provided however*, that Tenant may install and manage its own compatible card reader entry system for entry to and within the Premises. If more than two keys for one lock are desired by the Tenant, the Landlord may provide the same upon payment by the Tenant. Upon termination of this lease or of the Tenant's possession, the Lessee shall surrender all keys to the Premises and shall explain to the Landlord all combination locks on safes, cabinets and vaults.

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- (2) In order to insure proper use and care of the Premises Tenant shall not install any shades, blinds, or awnings or any interior window treatment without consent of Landlord. Blinds must be building standard.
  - (3) All doors to the Premises are to be kept closed at all times except when in actual use for entrance to or exit from such Premises. The Tenant shall be responsible for the locking of doors and the closing of any transoms and windows in and to the Premises. Any damage or loss resulting from violation of this rule shall be paid for by the Tenant.
  - (4) The Tenant shall not install or operate any steam or internal combustion engine, boiler, machinery in or about the Premises, or carry on any mechanical business therein except as currently utilized at the Premises or in accordance with the terms of the Lease. All equipment of any electrical or mechanical nature shall be placed in settings which absorb and prevent any vibration, noise or annoyance.
- G. Landlord shall designate the time when and the method whereby freight, small office equipment, furniture, safes and other like articles may be brought into, moved or removed from the Building or Premises, and to designate the location for temporary disposition of such items.
  - H. In order to insure proper use and care of the Premises Tenant shall not allow anyone other than Landlord's employees or contractors to clean the Premises without Landlord's permission, provided, however, that Landlord acknowledges and agrees that Tenant shall clean rooms used for Tenant's work with animals at the Premises.
  - I. The Premises shall not be defaced in any way. No changes in the HVAC, electrical fixtures or other appurtenances of said Premises shall be made except in accordance with the Terms of this Lease.
  - J. For the general welfare of all tenants and the security of the Building, Landlord may require all persons entering and/or leaving the Building on weekends and holidays and between the hours of 6:00 p.m. and 8:00 a.m. to register with the Building attendant or custodian by signing his name and writing his destination in the Building, and the time of entry and actual or anticipated departure, or other procedures deemed necessary by Landlord. Landlord may deny entry during such hours to any person who fails to provide satisfactory identification.
  - K. No animals, birds, pets, and no bicycles or vehicles of any kind shall be brought into or kept in or about said Premises or the lobby or halls of the Building, excepting those animals used for research purposes, by a disabled person, or otherwise within the scope of the Permitted Uses. Tenant shall not cause or permit any unusual or objectionable odors, noises or vibrations to be produced upon or emanate from said Premises.

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- L. Unless specifically authorized by Landlord, employees or agents of Landlord shall not perform for nor be asked by Tenant to perform work other than their regularly assigned duties.
  - M. Canvassing, soliciting and peddling in the Building are prohibited and Tenant shall cooperate to prevent the same from occurring.
  - N. All parking, Building operation, or construction rules and regulations which may be established from time to time by Landlord on a uniform basis shall be obeyed.
  - O. Tenant shall not place a load on any floor of said Premises exceeding one hundred (100) pounds per square foot. Landlord reserves the right to prescribe the weight and position of all safes and heavy equipment.
  - P. Tenant shall not install or use any air conditioning or heating device or system other than in accordance with the terms of the Lease, unless previously approved by Landlord.
  - Q. Landlord shall have the right to make such other and further reasonable rules and regulations as in the judgment of Landlord, may from time to time be needful for the safety, appearance, care and cleanliness of the Building and for the preservation of good order therein, provided that such other and further reasonable rules and regulations shall not interfere with the Permitted Uses. Landlord shall not be responsible to Tenant for any violation of rules and regulations by other tenants, provided that the Landlord shall use diligent efforts to enforce the rules and regulations and shall do so in a uniform manner with respect to all tenants of the Building.
  - R. The Blanche Street private way and loading areas, parking areas, sidewalks, entrances, lobbies, halls, walkways, elevators, stairways and other common area provided by Landlord shall not be obstructed by Tenant, or used for other purpose than for ingress and egress.
  - S. In order to insure proper use and care of the Premises Tenant shall not install any call boxes or communications systems or wiring of any kind except in accordance with the terms of the Lease.
  - T. In order to insure proper use and care of the Premises Tenant shall not manufacture any commodity, or prepare or dispense for sales any foods or beverages, tobacco, flowers, or other commodities or articles, except vending machines for the benefit of employees and invitees of Tenant, without the written consent of Landlord.

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- U. In order to insure use and care of the Premises Tenant shall not enter any janitors' closets, mechanical or electrical areas, telephone closets, loading areas, roof or Building storage areas (except to the extent completely located within the Premises) without reasonable notice to Landlord.
  - V. In order to insure proper use and care of the Premises Tenant shall not place door mats in public corridors without consent of Landlord.

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EXHIBIT E

WORK LETTER

1. Tenant, at its expense, shall be responsible for the preparation of the architectural plans and the mechanical, electrical and plumbing engineering plans and specifications (the "Tenant Plans") necessary for the construction of Tenant's leasehold improvements (the "Tenant Work"). The Tenant Plans shall be subject to Landlord's approval, not to be unreasonably withheld or delayed. Tenant may use the Leasehold Improvements Allowance to pay for said Tenant Plans. Tenant may select its own architect and engineers, subject to Landlord's reasonable approval.

2. Subject to Landlord's reasonable approval, Tenant shall have the right, at its expense, to hire and manage a mutually reasonably approved contractor, subcontractors, engineers, architects, and construction manager to perform the Tenant Work. All work to be performed in the Premises shall be subject to Landlord approval which shall not be unreasonably withheld, and performed in accordance with established tenant construction rules and regulations. There shall be no Landlord coordination, overhead or contractor supervision fees. However, Landlord shall be reimbursed for any third-party, out-of-pocket expenses incurred by Landlord in the review and approval of Tenant's plans, specifications, improvements and construction, capped at \$5,000 in the aggregate. During Tenant's construction, during normal business hours, at no additional cost, Tenant shall have access to the base building infrastructure such as electric power, freight elevator, HVAC and utilization of the available building chases for ducting purposes. Should any of this work affect other building tenants, then the timing of the work will need to be scheduled and approved by Landlord.

3. Landlord shall provide to Tenant the Leasehold Improvements Allowance, for application to the costs and expenses, more particularly set forth below, incurred by or on behalf of Tenant. If Tenant incurs costs in excess of the Leasehold Improvements Allowance, then all such excess costs shall be born solely by Tenant. The Tenant must apply to Landlord for reimbursement from the Leasehold Improvements Allowance within twenty four (24) months after the Rent Commencement Date. Any portion of such Leasehold Improvements Allowance for which application for reimbursement has not been made within such twenty four (24) month period shall be cancelled and no longer available. Prior to commencement of construction and subject to acceptable lease security provided by Tenant, Landlord is willing to fund up to an additional \$25.00/RSF for Leasehold Improvements (the "Additional Leasehold Improvements Allowance"). The Additional Improvements Allowance shall be amortized over the Initial Term at an eight percent (8%) interest rate and paid back to Landlord in equal monthly payments as Additional Rent. Additionally, Landlord shall reimburse Tenant up to \$.10 per rsf for initial fit plans for the Premises.

4. The application of the Leasehold Improvements Allowance by Landlord shall be limited to payment of the following costs and expenses incurred by or on behalf of Tenant in connection with the Improvements: the actual documented and verified cost pursuant to Tenant's design and construction contracts, including without limitation the associated contractor's overhead and profit and general conditions, incurred in the construction of the

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Improvements to the Premises, and including capital equipment installed within the Premises, architectural, engineering and project management fees, moving and data/telecom cabling and other related expenses, but excluding the making of improvements, installation of fixtures or incorporation of other items not as aforementioned and which are moveable rather than permanent improvements in the nature of trade fixtures, examples of which may include furniture, telephone communications and security equipment, and bench-top laboratory equipment items such as microscopes.

5. During the construction of any Improvements with respect to which Tenant desires to have the Leasehold Improvements Allowance applied, and in accordance with the commercially reasonable terms and conditions typically imposed upon a landlord pursuant to a construction loan agreement, such as, without limitation, retainage, lien waiver, and other requisition conditions, Tenant shall, on a monthly basis (as the Tenant's contractor submits to Tenant its application for payment), deliver to Landlord a requisition for payment showing the costs of the leasehold improvements in question and the amount of the current payment requested from Landlord for disbursement from the Leasehold Improvements Allowance within thirty (30) days after receipt of Tenant's requisition. Payments made on account of Tenant's requisitions shall be made from the Leasehold Improvements Allowance. Following the completion of any such Improvements, Tenant shall deliver to the Landlord, within ninety (90) days of completion, a statement showing the final costs of such Improvements, the amounts paid to date, or on behalf of the Tenant, and any amounts available for release of retainage.



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EXHIBIT F

TENANT CONSTRUCTION WORK AT UNIVERSITY PARK

The tenant construction work procedure at University Park is designed to provide efficient scheduling of work while protecting other tenants from unnecessary noise and inconvenience. The attached document explains the procedure and has been prepared in keeping with the standard lease at University Park. It contains detailed information to assist you in planning construction projects. Please review it carefully before design begins.

SUMMARY

1. Contact the Property Manager as the first step. The Property Manager will be happy to assist you in completing your project efficiently.
2. Incorporate the provisions of the attached document and the "Indoor Air Quality Guidelines for Tenant Improvement Work" into all of your agreements and contracts. You will need written approval from Forest City Commercial Management before contracting any work.
3. At least four weeks before construction provide four sets of drawings and plans to the Property Manager for approval. The Property Manager must also approve your list of contractors and subcontractors.
4. At least two weeks before construction, submit to the Property Manager detailed schedules; addresses and telephone numbers of supervisors, contractors and subcontractors; copies of permits; proof of current insurance; Payment, Performance and Lien bonds; and notice of any contractor's involvement in a labor dispute.
5. We will generally require that you conduct noisy, disruptive or odor and dust producing work, as well as the delivery of construction materials, outside of regular business hours.
6. We expect all contractors to maintain safe and orderly conditions, labor harmony and proper handling of any hazardous materials. We may stop any work that does not meet the conditions outlined in the attached document.
7. Before occupying the completed space, submit the final certificate of occupancy and any other approvals to the Property Manager. We also require an air balancing report signed by a professional engineer. A complete set of "as built" sepia drawings as well as electronic "as-built" drawings in AutoCAD Release 12, DXF format must be hand delivered to the Property Manager.

Please note that this summary highlights key aspects of the attached document (entitled Rules and Regulations for Design and Construction of Tenant Work) for your convenience and does not supersede it in any way.

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1. DEFINITIONS

- 1.1 Buildings: University Park at MIT:  
38 Sidney, 45 Sidney, 75 Sidney, 64 Sidney, 88 Sidney, 26 Landsdowne, 35 Landsdowne, 40 Landsdowne, 65 Landsdowne and 350 Mass. Ave
- 1.2 Property Manager: Jay Kiely, or such other individual as Landlord may designate, from time to time.
- 1.3 Building Standards Book: Building Standards at University Park, as amended by Landlord, from time to time.
- 1.4 Consultants: Any architectural, engineering, or design consultant engaged by a Tenant in connection with Tenant Work.
- 1.5 Contractor: Any Contractor engaged by a Tenant of the Building for the performance of any Tenant Work, and any Subcontractor, employed by any such Contractor.
- 1.6 Plans: All architectural, electrical and mechanical construction drawings and specifications required for the proper construction of the Tenant Work.
- 1.7 Regular Business Hours: Monday through Friday, 7:30 A.M. through 5:30 P.M., excluding holidays.
- 1.8 Tenant: Any occupant of the Building.
- 1.9 Tenant Work: Any alterations, improvements, additions, repairs or installations in the Building performed by or on behalf of any Tenant.
- 1.10 Tradesperson: Any employee (including, without limitation, any mechanic, laborer, or Tradesperson) employed by a Contractor performing Tenant Work.

2.0 GENERAL

- 2.1 All Tenant Work shall be performed in accordance with these rules and regulations and the applicable provisions of the Lease.
- 2.2 The provisions of these rules and regulations shall be incorporated in all agreements governing the performance of all Tenant Work, including, without limitation, any agreements governing services to be rendered by each Contractor and Consultant.

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2.3 Except as otherwise provided in these Rules and Regulations, all inquiries, submissions and approvals in connection with any Tenant Work shall be processed through the Property Manager.

3. PLANS

3.1 Review and Approval:

Any Tenant wishing to perform Tenant Work must first obtain the Landlord's written approval of its plans for such Tenant Work. Landlord will allow the Tenant the right to choose its own space planner (s) and architect for the design of the tenant work, provided, however, Tenant shall be required to retain under separate contract Landlord's mechanical, electrical, plumbing and structural engineers (s) with respect to such Tenant work to ensure operating consistency of the Premises with the building. Under no circumstances will any Tenant Work be permitted prior to such approval. Such approval shall be obtained prior to the execution of any agreement with any Contractor for the performance of such Tenant Work.

3.2 Submission Requirements:

- a. Any Tenant performing Tenant Work shall, at the earliest possible time but at least four weeks before any Tenant Work is to begin, furnish to the Property Manager four full sets of plans and specifications describing such Tenant Work.
- b. All such Plans shall be drafted in accordance with the Construction Drawing Requirements set out in the Building Standards Book.
- c. The design manifested in the Plans will be reviewed by the Landlord and shall comply with his requirements so as to avoid aesthetic or other conflicts with the design and function of the Tenant's premises and of the Building as a whole.

4. PRECONSTRUCTION NOTIFICATION AND APPROVALS

4.1 Approval to Commence Work

- a. Tenant shall submit to Property Manager, for the approval of Property Manager, the names of all prospective Contractors prior to issuing any bid packages to such Contractors.
  - b. No Tenant Work shall be undertaken by any Contractor or Tradesperson unless and until all the matters set forth in Article 4.2 below have been received for the Tenant Work in question and unless Property Manager has approved the matters set forth in Article 4.2 below.
- 4.2 No Tenant Work shall be performed unless, at least two weeks before any Tenant Work is to begin, all of the following has been provided to the Property Manager and approved. In the event that Tenant proposes to change any of the following, the Property Manager shall be immediately notified of such change and such change shall be subject to the approval of the Property Manager:

- 
- a. Schedule for the work, indicating start and completion dates, any phasing and special working hours, and also a list of anticipated shutdowns of building systems.
  - b. List of all Contractors and Subcontractors, including addresses, telephone numbers, trades employed, and the union affiliation, if any, of each Contractor and Subcontractor.
  - c. Names and telephone numbers of the supervisors of the work.
  - d. Copies of all necessary governmental permits, licenses and approvals.
  - e. Proof of current insurance, to the limits set out in Exhibit A to these Rules and Regulations, naming Landlord as an additional insured party.
  - f. Notice of the involvement of any Contractor in any ongoing or threatened labor dispute.
  - g. Payment, Performance and Lien Bonds from sureties acceptable to Landlord, in form acceptable to Landlord, naming Landlord as an additional obligee.
  - h. Evidence that Tenant has made provision for either written waivers of lien from all Contractors and suppliers of material, or other appropriate protective measures approved by Landlord.

#### 4.3 Reporting Incidents

All accidents, disturbances, labor disputes or threats thereof, and other noteworthy events pertaining to the Building or the Tenant's property shall be reported immediately to the Property Manager. A written report must follow within 24 hours.

### 5. CONSTRUCTION SCHEDULE

#### 5.1 Coordination

- a. All Tenant Work shall be carried out expeditiously and with minimum disturbance and disruption to the operation of the Building and without causing discomfort, inconvenience, or annoyance to any of the other tenants or occupants of the Building or the public at large.
- b. All schedules for the performance of construction, including materials deliveries, must be coordinated through the Property Manager. The Property Manager shall have the right, without incurring any liability to any Tenant, to stop activities and/or to require rescheduling of Tenant Work based upon adverse impact on the tenants or occupants of the Building or on the maintenance or operation of the Building.
- c. If any tenant Work requires the shutdown of risers and mains for electrical, mechanical, sprinklers and plumbing work, such work shall be supervised by a representative of Landlord. No Tenant Work will be performed in the Building's mechanical or electrical equipment rooms without both Landlord's prior approval and the supervision of a representative of Landlord, the cost of which shall be reimbursed by the Tenants.

#### 5.2 Time Restrictions

- a. Subject to Paragraph 5.1 of these rules and regulations, general construction work will generally be permitted at all times, including during Regular Business Hours.

- 
- b. Tenant shall provide the Property Manager with at least twenty-four (24) hours' notice before proceeding with Special Work, as hereinafter defined, and such Special Work will be permitted only at times agreed to by the Property Manager during periods outside of Regular Business Hours. "Special Work" shall be defined as the following operations:
    - (1) All utility disruptions, shutoffs and turnovers;
    - (2) Activities involving high levels of noise, including demolition, coring, drilling and ramsetting;
    - (3) Activities resulting in excessive dust or odors, including demolition and spray painting.
  - c. The delivery of construction materials to the Building, their distribution within the Building, and the removal of waste materials shall also be confined to periods outside Regular Business Hours, unless otherwise specifically permitted in writing by the Property Manager.
  - d. If coordination, labor disputes or other circumstances require, the Property Manager may change the hours during which regular construction work can be scheduled and/or restrict or refuse entry to and exit from the Building by any Contractor.

6. CONTRACTOR PERSONNEL

6.1 Work in Harmony

- a. All Contractors shall be responsible for employing skilled and competent personnel and suppliers who shall abide by the rules and regulations herein set forth as amended from time to time by Landlord.
- b. No Tenant shall at any time, either directly or indirectly, employ, permit the employment, or continue the employment of any Contractor if such employment or continued employment will or does interfere or cause any labor disharmony, coordination difficulty, delay or conflict with any other contractors engaged in construction work in or about the Building or the complex in which the Building is located.
- c. Should a work stoppage or other action occur anywhere in or about the Building as a result of the presence, anywhere in the Building, of a Contractor engaged directly or indirectly by a Tenant, or should such Contractor be deemed by Landlord to have violated any applicable rules or regulations, then upon twelve hours written notice, Landlord may, without incurring any liability to Tenant or said Contractor, require any such Contractor to vacate the premises demised by such Tenant and the Building, and to cease all further construction work therein.

6.2 Conduct

- a. While in or about the Building, all Tradespersons shall perform in a dignified, quiet, courteous, and professional manner at all times. Tradespersons shall wear clothing suitable for their work and shall remain fully attired at all times. All Contractors will be responsible for their Tradespersons' proper behavior and conduct.
- b. The Property Manager reserves the right to remove anyone who, or any Contractor which; is causing a disturbance to any tenant or occupant of the Building or any other person using or servicing the Building; is interfering with the work of others; or is in any other way displaying conduct or performance not compatible with the Landlord's standards.

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### 6.3 Access

- a. All Contractors and Tradespersons shall contact the Property Manager prior to commencing work, to confirm work location and Building access, including elevator usage and times of operation. Access to the Building before and after Regular Business Hours or any other hours designated from time to time by the Building Manger and all day on weekends and holidays will only be provided when twenty-four (24) hours advanced notice is given to the Property Manager.
- b. No Contractor or Tradesperson will be permitted to enter any private or public space in the Building, other than the common areas of the Building necessary to give direct access to the premises of Tenant for which he has been employed, without the prior approval of the Property Manager.
- c. All Contractors and Tradespersons must obtain permission from the Property Manager prior to undertaking work in any space outside of the Tenant's premises. This requirement specifically includes ceiling spaces below the premises where any work required must be undertaken at the convenience of the affected Tenant and outside of Regular Business Hours. Contractors undertaking such work shall ensure that all work, including work required to reinstate removed items and cleaning, be completed prior to opening of the next business day.
- d. Contractors shall ensure that all furniture, equipment and accessories in areas potentially affected by any Tenant Work shall be adequately protected by means of drop cloths or other appropriate measures. In addition, all Contractors shall be responsible for maintain security to the extent required by the Property Manager.
- e. Temporary access doors for tenant construction areas connecting with a public corridor will be building standards, i.e., door, frame, hardware and lockset. A copy of the key will be furnished to the Property Manager.

### 6.4 Safety

- a. All Contractors shall police ongoing construction operations and activities at all times, keeping the premises orderly, maintaining cleanliness in and about the premises, and ensuring safety and protection of all areas, including truck docks, elevators, lobbies and all other public areas which are used for access to the premises.
- b. All Contractors shall appoint a supervisor who shall be responsible for all safety measures, as well as for compliance with all applicable governmental laws, ordinances, rules and regulations such as, for example, "OSHA" and "Right-to-Know" legislation.
- c. Any damage caused by Tradespersons or other Contractor employees shall be the responsibility of the Tenant employing the Contractor. Costs for repairing such damage shall be charge directly to such Tenant.

### 6.5 Parking

- a. Parking is not allowed in or near truck docks, in handicapped or fire access lanes, or any private ways in or surrounding the property. Vehicles so parked will be towed at the expense of the Tenant who has engaged the Contractor for whom the owner of such vehicle is employed.

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- b. The availability of parking in any parking areas of the Building is limited. Use of such parking for Contractors and their personnel is restricted and must be arranged with and approved by the Property Manager.

7. BUILDING MATERIALS

7.1 Delivery

All deliveries of construction materials shall be made at the predetermined times approved by the Property Manager and shall be effected safely and expeditiously only at the location determined by the Property Manager.

7.2 Transportation in Building

- a. Distribution of materials from delivery point to the work area in the Building shall be accomplished with the least disruption to the operation of the Building possible. Elevators will be assigned for material delivery and will be controlled by the Building management.
- b. Contractors shall provide adequate protection to all carpets, wall surfaces, doors and trim in all public areas through which materials are transported. Contractors shall continuously clean all such areas. Protective measures shall include runners over carpet, padding in elevators and any other measures determined by the Property Manager.
- c. Any damage caused to the Building through the movement of construction materials or otherwise shall be the responsibility of Tenant who has engaged the Contractor involved. Charges for such damage will be submitted by the Landlord directly to the Tenant.

7.3 Storage and Placement

- a. All construction materials shall be stored only in the premises where they are to be installed. No storage of materials will be permitted in any public areas, loading docks or corridors leading to the premises.
- b. No flammable, toxic, or otherwise hazardous materials may be brought in or about the Building unless: (i) authorized by the Property Manager, (ii) all applicable laws, ordinances, rules and regulations are complied with, and (iii) all necessary permits have been obtained. All necessary precautions shall be taken by the Contractor handling such materials against damage or injury caused by such materials.
- c. All materials required for the construction of the premises must comply with Building standards, must conform with the plans and specifications approved by Landlord, and must be installed in the locations shown on the drawings approved by the Landlord.
- f. All work shall be subject to reasonable supervision and inspection by Landlord's Representative.
- e. No alternations to approved plans will be made without prior knowledge and approval of the Property Manager. Such changes shall be documented on the as-built drawings required to be delivered to Landlord pursuant to Paragraph 10 of the rules and regulations.
- f. All protective devices (e.g., temporary enclosures and partitions) and materials, as well as their placement, must be approved by the Property Manager.

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- g. It is the responsibility of Contractors to ensure that the temporary placement of materials does not impose a hazard to the Building or its occupants, either through overloading, or interference with Building systems, access, egress or in any other manner whatsoever.
  - h. All existing and/or new openings made through the floor slab for piping, cabling, etc. must be packed solid with fiberglass insulation to make openings smoke tight. All holes in the floor slab at abandoned floor outlets, etc. will be filled with solid concrete.

7.4 Salvage and Waste Removal

- a. All rubbish, waste and debris shall be neatly and cleanly removed from the Building by Contractors daily unless otherwise approved by the Property Manager. The Building's trash compactor shall not be used for construction or other debris. For any demolition and debris, each Contractor must make arrangements with the Property Manager for the scheduling and location of an additional dumpster to be supplied at the cost of the Tenant engaging such Contractor. Where, in the opinion of the Property Manager, such arrangements are not practical, such Contractors will make alternative arrangements for removal at the cost of the Tenant engaging such Contractors.
- b. Toxic or flammable waste is to be properly removed daily and disposed of in full accordance with all applicable laws, ordinances, rules and regulations.
- c. Contractors shall, prior to removing any item (including, without limitation, building standard doors, frames and hardware, light fixtures, ceiling diffusers, ceiling exhaust fans, sprinkler heads, fire horns, ceiling speakers and smoke detectors) from the Building, notify the Property Manager that it intends to remove such item. At the election of Property Manager, Contractors shall deliver any such items to the Property Manager. Such items will be delivered, without cost, to an area designated by the Property Manager which area shall be within the Building or the complex in which the Building is located.

8. PAYMENT OF CONTRACTORS

Tenant shall promptly pay the cost of all Tenant Work so that Tenant's premises and the Building shall be free of liens for labor or materials. If any mechanic's lien is filed against the Building or any part thereof which is claimed to be attributable to the Tenant, its agents, employees or contractors, Tenant shall give immediate notice of such lien to the Landlord and shall promptly discharge the same by payment or filing any necessary bond within 10 days after Tenant has first notice of such mechanic's lien.

9. CONTRACTORS INSURANCE

Prior to commencing any Tenant Work, and throughout the performance of the Tenant Work, each Contractor shall obtain and maintain insurance in accordance with Exhibit A attached hereto. Each Contractor shall, prior to making entry into the Building provide Landlord with certificates that such insurance is in full force and effect.

10. SUBMISSIONS UPON COMPLETION

- a. Upon completion of any Tenant Work, Tenant shall submit to Landlord a permanent certificate of occupancy and final approval of any other governmental agencies having jurisdiction.
- b. A properly executed air balancing report, signed by a professional engineer, shall be submitted to Landlord upon completion of all mechanical work. Such report shall be subject to Landlord's approval.



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c. Tenant shall submit to Landlord's Representative a final "as-built" set of sepi drawings as well as electronic "as-built" drawings in AutoCAD Release 12, DXF format.

11. ADJUSTMENT OF REGULATIONS

These Rules and Regulations may be amended from time to time in accordance with the reasonable judgment of Landlord.

12. CONFLICT BETWEEN RULES AND REGULATIONS AND LEASE

In the event of any conflict between the Lease and these rules and regulations, the terms of the Lease shall control.

EXHIBIT A

TO

CONSTRUCTION RULES AND REGULATIONS

INSURANCE REQUIREMENTS FOR CONTRACTORS

When Tenant Work is to be done by Contractors in the Building, the Tenant authorizing such work shall be responsible for including in the contract for such work the following insurance and indemnity requirements to the extent that they are applicable. Insurance certificates must be received prior to construction. Landlord shall be named as an additional insured party on all certificates.

INSURANCE

Each Contractor and each Subcontractor shall, until the completion of the Tenant Work in question, procure and maintain at its expense, the following insurance coverages with companies acceptable to Landlord in the following minimum limits:

Workers' Compensation

(including coverage for Occupational Disease)

Limit of Liability

Workers' Compensation

Statutory Benefits

Employer's Liability

\$500,000

Comprehensive General Liability

(including Broad Form Comprehensive Liability Enhancement, Contractual Liability assumed by the Contractor and the Tenant under Article 15.3 of the Lease and Completed Operations coverage)

Limit of Liability

Bodily Injury & Property Damage

\$5,000,000 combined single limit

Comprehensive Automobile Liability

(including coverage for Hired and Non-owned Automobiles)

Limit of Liability

Bodily Injury & Property Damage

\$1,000,000 per occurrence

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SUPPLEMENT TO RULES AND REGULATIONS FOR

DESIGN CONSTRUCTION OF TENANT WORK

FACT SHEET FOR UNIVERSITY PARK

1. PROPERTY MANAGER'S OFFICE

CONTACT(S):

Jay Kiely, Property Manager  
Robyn Arruda, Asst. Property Manager  
Eddie Arruda, Chief Engineer

LOCATION:

Forest City Management  
38 Sidney Street  
Cambridge, MA 02139

TELEPHONE NUMBER:

(617) 494-9330

2. PERSONNEL, MATERIAL AND EQUIPMENT ACCESS

LOCATION OF LOADING DOCK:

NORMAL HOURS OF ACCESS:

7:30 A.M. TO 5:30 P.M.

ENTRANCES NOT AVAILABLE:

All building lobbies.

3. USE OF ELEVATORS

LOCATION OF ELEVATORS:

Specific locations of service elevators will be pointed out by the building staff.

NORMAL HOURS OF OPERATION:

7:30 A.M. to 5:30 P.M.

OVERTIME OPERATION CHARGES:

\$40.00 per hour

ELEVATORS NOT AVAILABLE:

All passenger elevators.

4. SPECIAL CONDITIONS AND PRECAUTIONS

As University Park consists of multi-use buildings incorporating offices, retail and hotel suites, special care must be taken to control noise at all times. All window blinds are to be removed prior to construction and replaced without damage immediately after completion of construction by the tenant and/or his contractor.

EXHIBIT G

FORM OF LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_

DATE: \_\_\_\_\_, 201

BENEFICIARY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPLICANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AMOUNT: US\$ \_\_\_\_\_ (\$ \_\_\_\_\_ and 00/100 U.S. DOLLARS)

EXPIRATION DATE: \_\_\_\_\_, 200

LOCATION: AT OUR COUNTERS IN [TBD]

DEAR SIR/MADAM:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_ IN YOUR FAVOR AVAILABLE BY YOUR DRAFT IN THE FORM OF "ANNEX 1" ATTACHED DRAWN ON US AT SIGHT AND ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

A DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED OFFICER OF THE BENEFICIARY ON BENEFICIARY'S LETTERHEAD READING AS FOLLOWS:

---

(A) THE AMOUNT REPRESENTS FUNDS DUE AND OWING TO US PURSUANT TO THE TERMS OF THAT CERTAIN LEASE BY AND BETWEEN \_\_\_\_\_, AS LANDLORD, AND \_\_\_\_\_, AS TENANT

OR

(B) \_\_\_\_\_ HEREBY CERTIFIES THAT IT HAS RECEIVED NOTICE FROM THAT THE LETTER OF CREDIT NO. \_\_\_\_\_ WILL NOT BE RENEWED, AND THAT IT HAS NOT RECEIVED A REPLACEMENT OF THIS LETTER OF CREDIT FROM \_\_\_\_\_ SATISFACTORY TO \_\_\_\_\_ AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE OF THIS LETTER OF CREDIT.

THE LEASE MENTIONED IN THIS LETTER OF CREDIT IS FOR IDENTIFICATION PURPOSES ONLY AND IT IS NOT INTENDED THAT SAID AGREEMENT BE INCORPORATED HEREIN OR FORM PART OF THIS LETTER OF CREDIT.

DRAFT(S) AND DOCUMENTS MUST INDICATE THE NUMBER AND DATE OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED FOR AN ADDITIONAL PERIOD OF ONE YEAR, WITHOUT AMENDMENT OR CONDITION, FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE UNLESS AT LEAST NINETY (90) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE WE NOTIFY YOU AND THE APPLICANT BY REGISTERED MAIL/OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESSES THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED BEYOND THE CURRENT EXPIRATION DATE.

THIS LETTER OF CREDIT MAY BE TRANSFERRED (AND THE PROCEEDS HEREOF ASSIGNED, WHICH ARE COLLECTIVELY REFERRED TO HEREAFTER AS A TRANSFER), AT THE EXPENSE OF THE APPLICANT (WHICH PAYMENT SHALL NOT BE A CONDITION TO ANY TRANSFER), ONE OR MORE TIMES BUT IN EACH INSTANCE TO A SINGLE BENEFICIARY AND ONLY IN THE FULL AMOUNT AVAILABLE TO BE DRAWN UNDER THE LETTER OF CREDIT. ANY SUCH TRANSFER MAY BE EFFECTED ONLY UPON PRESENTATION TO US, THE ISSUING BANK, AT THE BELOW SPECIFIED OFFICE, OF THE ATTACHED "EXHIBIT A" DULY COMPLETED AND EXECUTED BY THE BENEFICIARY AND ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT AND ALL AMENDMENT(S), IF ANY. ANY TRANSFER OF THIS LETTER OF CREDIT MAY NOT CHANGE THE PLACE OF EXPIRATION OF THE LETTER OF CREDIT FROM OUR BELOW SPECIFIED OFFICE. EACH TRANSFER SHALL BE EVIDENCED BY OUR ENDORSEMENT ON THE REVERSE OF THE ORIGINAL LETTER OF CREDIT AND WE SHALL FORWARD THE ORIGINAL LETTER OF CREDIT TO THE TRANSFEREE.

---

ALL DEMANDS FOR PAYMENT SHALL BE MADE BY PRESENTATION OF THE DATED CERTIFICATION PRIOR TO \_\_\_\_\_ A.M.  
TIME, ON A BUSINESS DAY AT OUR OFFICE (THE "BANK'S OFFICE") AT: \_\_\_\_\_, ATTENTION:  
STANDBY LETTER OF CREDIT SECTION OR BY FACSIMILE TRANSMISSION AT: ( ) \_\_\_\_\_; AND SIMULTANEOUSLY UNDER  
TELEPHONE ADVICE TO: ( ) \_\_\_\_\_, ATTENTION: STANDBY LETTER OF CREDIT NEGOTIATION SECTION WITH ORIGINALS TO  
FOLLOW BY OVERNIGHT COURIER SERVICE.

PAYMENT AGAINST CONFORMING PRESENTATIONS HEREUNDER SHALL BE MADE BY BANK IN IMMEDIATELY AVAILABLE U.S. FUNDS  
DURING NORMAL BUSINESS HOURS OF THE BANK'S OFFICE WITHIN TWO (2) BUSINESS DAYS AFTER PRESENTATION NOTWITHSTANDING  
ANYTHING TO THE CONTRARY IN ARTICLE 13B OR ARTICLE 14(D)(I) OF THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY  
CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500

WE HEREBY CERTIFY THAT THIS IS AN UNCONDITIONAL AND IRREVOCABLE CREDIT AND AGREE WITH THE DRAWERS, ENDORSERS AND  
BONAFIDE HOLDERS THAT THE DRAFTS DRAWN UNDER AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF  
CREDIT SHALL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE, IF NEGOTIATED ON OR BEFORE THE EXPIRATION DATE OF THIS  
CREDIT.

EXCEPT AS OTHERWISE EXPRESSLY STATED, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR  
DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500.

---

AUTHORIZED SIGNATURE

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AUTHORIZED SIGNATURE

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ANNEX 1

**BILL OF EXCHANGE**

DATE:

**AT**  
PAY TO THE ORDER OF  
US

SIGHT OF THIS BILL OF EXCHANGE

DOLLARS (US \$        )

**DRAWN UNDER**

**CREDIT NUMBER NO.**

**DATED**

**TO:**

---

**Authorized Signature**

EXHIBIT "A"

DATE:

TO: \_\_\_\_\_ RE: STANDBY LETTER OF CREDIT

NO. \_\_\_\_\_

ISSUED BY \_\_\_\_\_

LADIES AND GENTLEMEN:

FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY HEREBY IRREVOCABLY TRANSFERS TO:

(NAME OF TRANSFEREE)

(ADDRESS)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY TO DRAW UNDER THE ABOVE LETTER OF CREDIT UP TO ITS AVAILABLE AMOUNT AS SHOWN ABOVE AS OF THE DATE OF THIS TRANSFER.

BY THIS TRANSFER, ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY IN SUCH LETTER OF CREDIT ARE TRANSFERRED TO THE TRANSFEREE. TRANSFEREE SHALL HAVE THE SOLE RIGHTS AS BENEFICIARY THEREOF, INCLUDING SOLE RIGHTS RELATING TO ANY AMENDMENTS, WHETHER INCREASES OR EXTENSIONS OR OTHER AMENDMENTS, AND WHETHER NOW EXISTING OR HEREAFTER MADE. ALL AMENDMENTS ARE TO BE ADVISED DIRECT TO THE TRANSFEREE WITHOUT NECESSITY OF ANY CONSENT OF OR NOTICE TO THE UNDERSIGNED BENEFICIARY.

THE ORIGINAL OF SUCH LETTER OF CREDIT IS RETURNED HERewith, AND WE ASK YOU TO ENDORSE THE TRANSFER ON THE REVERSE THEREOF, AND



---

FORWARD IT DIRECTLY TO THE TRANSFEREE WITH YOUR CUSTOMARY NOTICE OF TRANSFER.

SINCERELY,

SIGNATURE AUTHENTICATED

---

(BENEFICIARY'S NAME)

---

(Name of Bank)

---

SIGNATURE OF BENEFICIARY

---

(authorized signature)

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EXHIBIT H

TENANT/LANDLORD MATRIX, SCHEMATIC DRAWINGS AND LOBBY RENOVATION  
PLANS

[SEE ATTACHED]

**Exhibit H**

**Agios**

88 Sidney Street, 3<sup>rd</sup> & 4<sup>th</sup> Floor  
Cambridge, MA

**Tenant / Landlord (“LL”) Responsibility Matrix**

August 22, 2014

<b>Description</b>	<b>Landlord</b>	<b>Tenant</b>
<b>SITework</b>		
Telephone service to main demarcation room from local exchange carrier	X	
Domestic sanitary sewer connection to street	X	
Tenant Dedicated Lab Waste and use of existing PH Neutralization Tanks LL shall demise lab waste piping risers to the leased premises to facilitate the sole use and operation of the existing PH Neutralization tank by Tenant		X
Lab waste sewer connection to individual tenant pH neutralization system	X	
Roof storm drainage	X	
Nstar primary and secondary electrical service	X	
Nstar gas service	X	
Domestic water service to Building	X	
Fire protection water service to Building	X	
<b>STRUCTURE</b>		
Structural enhancements for specific Tenant load requirements		X
Structural framing dunnage above roof for Base Building equipment	X	
Structural framing dunnage above roof for Tenant equipment (subject to Landlord review and approval).		X
Framed openings for Base Building utility risers	X	
Framed openings for Tenant utility risers in addition		X
Miscellaneous metals items and/or concrete pads for Base Building equipment	X	
Control Area Chemical Storage allowance as allocated by the Landlord as from the defined allowable total		
1 <sup>st</sup> floor 480 Gallons in Chemical Storage Room (per Exhibit B)		
1 <sup>st</sup> floor 40 Gallons Storage (Tenant’s pro rata share)		
3 <sup>rd</sup> floor 120 Gallons Storage		
4 <sup>th</sup> floor 60 Gallons Storage	X	

The storage is contingent on the Tenant's submission and approval of the authority having jurisdiction.		
Miscellaneous metals items and/or concrete pads for Tenant equipment		X
<b>ROOFING</b>		
Single ply EPDM roofing system with rigid insulation	X	
Roofing penetrations for Base Building equipment/systems	X	
Roofing penetrations for Tenant equipment/systems by LL's roofer to LL Spec		X
Walkway pads to Base Building equipment	X	
Walkway pads to Tenant equipment		X
Roofing alterations due to Tenant changes		X
<b>EXTERIOR</b>		
Building exterior consisting of precast concrete and windows	X	
Main Building entrances	X	
Loading dock with loading dock elevator and stairwell	X	
Acoustic screening of Base Building rooftop equipment	X	
Acoustic screening of Tenant rooftop equipment (space available within base building screening		X
<b>COMMON AREAS</b>		
Accessible main entrance	X	
First floor finished lobby	X	
Upper level elevator lobbies on floors with multiple tenants	X	
Core area toilet rooms	X	
Janitor's closets in core areas	X	
Primary demarcation room	X	
Doors, frames, and hardware at common areas	X	
<b>ELEVATORS</b>		
Three (2) passenger elevators, one (1) service with a capacity of 4,000 lbs.	X	
<b>WINDOW TREATMENT</b>		
Furnish and install Building standard blinds for all windows	X	
<b>TENANT AREAS</b>		
Finishes at inside face of exterior walls		X
Finishes at inside face at Tenant side of core partitions		X
Toilet rooms within Tenant Premises in addition to those provided by base building		X
Electrical closets within Tenant Premises		X
Tel/data rooms for interconnection with Tenant tel/data		X
Tenant kitchen areas		X

Modifications to core areas to accommodate Tenant requirements		X
Partitions, ceilings, flooring, painting, finishes, doors, frames, hardware, millwork, casework, equipment, and build out.		X
Fixed or movable casework.		X
Laboratory Equipment including but not limited to biosafety cabinets, autoclaves, glass washers.		X
Chemical Fume Hoods, bench fume hood		X
Finishes at corridors on floors with multiple Tenants within redeveloped space	X	
Shaft enclosures for Base Building systems' risers	X	
Shaft enclosures for Tenant risers (in addition to risers put in place for tenant use)		X
<b>FIRE PROTECTION</b>		
Fire service entrance including fire department connection, alarm valve, and flow protection	X	
Core area distribution piping and sprinkler heads	X	
Stair distribution piping and sprinkler heads	X	
All run outs, drop heads, and related equipment within Tenant premises		X
Modification of sprinkler piping and head locations to suit Tenant layout and hazard index		X
Specialized extinguishing systems or containment for Tenant program areas		X
Preaction dry-pipe systems		X
Fire extinguisher cabinets at core common areas	X	
Fire extinguisher cabinets in Tenant Premises		X
<b>PLUMBING</b>		
Domestic water service with backflow prevention and Base Building risers	X	
Domestic water distribution within Tenant Premises		X
Core restroom plumbing fixtures compliant with accessibility requirements and anticipated lab/office occupancy of 1 person/350sf.	X	
Tenant restroom plumbing fixtures compliant with accessibility requirements (in addition to those provided by the Base Building)		X
Wall hydrants in common core areas (where required by code)	X	
Tenant metering and sub-metering at Tenant connection		X
Storm drainage system	X	
Sanitary waste and vent service	X	

Two stage active pH neutralization system (individual Tenant system) permitting, use and operation	X
Lab waste and vent pipe distribution	X
Hot water generation for core restrooms	X
Non-potable Hot water generation for Tenant use, prorata share of existing available capacity	X
Central lab air compressor and piping risers	X
Compressed air pipe distribution in Tenant Premises for specific points of use	X
Central lab vacuum system and pipe risers	X
Lab vacuum pipe distribution in Tenant Premises for specific points of use	X
The existing Tepid water generator and pipe risers will be maintained and operated by the tenant	X
Tepid water pipe distribution in Tenant Premises	X
RO/DI water generator and pipe risers	X
RO/DI water pipe distribution in Tenant Premises for specific points of use	X
Manifolds, piping, and other requirements including cylinders, not specifically mentioned above	X
<b>NATURAL GAS</b>	
Natural gas service to Building and piping to Base Building boilers and Base Building generator	X
Natural gas service, pressure regulator and meter for Tenant equipment	X
Natural gas piping from Tenant meter to Tenant Premises or Tenant equipment area.	X
Natural gas pipe distribution within Tenant Premises	X
Natural gas pressure regulator vent pipe riser from valve location through roof	X
<b>HEATING, VENTILATION, AIR CONDITIONING</b>	
Building Management System (BMS) for common core area and Landlord infrastructure	X
BMS (compatible with Landlord's system) within Tenant Premises and Tenant infrastructure	X
Once-through supply air handling units with 30% prefilters, 85% final filters, with corresponding heating and cooling. Units are sized for approximately 1.5 cfm per square foot of lab space. 65%/35% lab/office ratio. Discharge temperature of 55 degrees F	X
Boiler capacity for hot water reheats at lab/office space	X
Hot water reheat distribution to reheat coils	X
Vertical supply air duct distribution	X

Tenant Space Supply air duct distribution, VAV terminals, equipment connections, insulation, air terminals, dampers, hangers,		X
Roof mounted laboratory exhaust fans - Prorata share of Existing Fan Capacity	X	
Vertical exhaust air duct risers for general lab exhaust	X	
Roof mounted laboratory exhaust fans for specialty exhaust systems.		X
Vertical exhaust air duct risers for dedicated fume hood or specialty exhaust systems.		X
Exhaust air duct distribution, exhaust air valves, equipment connections, insulation, air terminals, dampers, hangers, etc. within Tenant Premises.		X
Exhaust air duct distribution, exhaust air valves, equipment connections, insulation, air terminals, dampers, hangers, etc.		X
General Exhaust for Tenant Spaces from Risers		X
Restroom exhaust for core area restrooms	X	
Restroom exhaust for restrooms within Tenant Premises-exhaust fan and risers currently serving the existing locker rooms on the 1 <sup>st</sup> floor to be available for Tenant's 1 <sup>st</sup> floor locker rooms. Connection at Tenant's expense.		X
Electric room ventilation system for Base Building electrical closets	X	
Electric room ventilation system for electrical closets within Tenant premises		X
Sound attenuation for Tenant equipment to comply with Cambridge Noise Ordinance		X
Additional/ dedicated cooling for Tenant requirements.		X
<b>ELECTRICAL</b>		
Electrical utility service to switchgear in main electrical vault		X
Provide the Tenant with a proportionate share of the available power based on a sqft allocation		X
250 Amps @ 480 / 277 Volt Stand by Power for floors 1, 3 & 4		X
Standby power distribution within Tenant Premises		X
Lighting and power distribution for core areas	X	
Lighting and power distribution for Tenant Premises		X
Tenant Check Meter (s) for Tenant Connected Loads		X
Common area life safety emergency lighting/signage	X	
Tenant Premises life safety emergency lighting/signage		X
Tenant panels, transformers, etc. in addition to Base Building		X
Tenant UPS system, battery backup, and associated equipment/distribution		X

**FIRE ALARM**

Base Building fire alarm system with devices in core areas	X	
Fire alarm sub panels and devices for Tenant Premises with integration into Base Building system		X
Alteration to fire alarm system to facilitate Tenant program		X

**TELEPHONE/DATA**

Underground local exchange carrier service to primary demarcation room in basement	X	
Tel Data Riser Conduit from demark to each floor	X	
Tenant tel/data rooms		X
Pathways from demarcation room directly into Tenant tel/data rooms		X
Tel/Data cabling from demarcation room Tenant tel/data room.		X
Fiber optic service for Tenant use		X
Tel/data infrastructure including but not limited to servers, computers, phone systems, switches, routers, MUX panels, equipment racks, ladder racks, etc.		X
Provisioning of circuits and service from service providers		X
Audio visual systems and support		X
Station cabling from Tenant tel/data room to all Tenant locations, within the suite and exterior to the suite, if needed		X

**SECURITY**

Card access at Building entries	X	
Card access into or within Tenant Premises on separate Tenant installed and managed system		X



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EXHIBIT I

NDA (MIT)

Non-Disturbance Agreement

Agreement dated as of \_\_\_\_\_, 2014 (this "Agreement"), by and between MASSACHUSETTS INSTITUTE OF TECHNOLOGY, a Massachusetts educational corporation chartered by Massachusetts law ("Ground Lessor"), FOREST CITY 88 SIDNEY, LLC, a Delaware limited liability company ("Landlord") and AGIOS PHARMACEUTICALS, INC., a Delaware corporation ("Tenant").

BACKGROUND

Ground Lessor and Landlord are parties, as landlord and tenant respectively, to a Construction and Lease Agreement (the "Ground Lease"), more particularly described on Exhibit A attached hereto, for certain real property located at 88 Sidney Street in Cambridge, Massachusetts, a legal description of which is set forth on Exhibit B attached hereto (the "Land"). Landlord has constructed a building (the "Building") on the Land. Tenant has entered into a lease dated as of \_\_\_\_\_, 2014 (the "Lease") with Landlord for certain premises in the Building and appurtenant rights, including parking rights, related thereto (the "Premises"), the Premises being more particularly described in the Lease.

AGREEMENTS

1. Non-Disturbance. If the Ground Lease is terminated, for any reason, Ground Lessor shall not disturb Tenant in Tenant's possession of the Premises and without any hindrance or interference from the Ground Lessor, shall permit Tenant peaceably to hold and enjoy the Premises for the remainder of the unexpired term of the Lease, together with any extension periods provided for therein, upon and subject to the same terms, covenants and conditions as are contained in the Lease, and shall recognize the Lease as modified hereby. The foregoing is on the condition that Tenant is not in default under the Lease beyond any applicable notice and grace periods contained in the Lease. Ground Lessor represents and warrants that there are no mortgages on Ground Lessor's interest in the Land and/or the Building as of the date of this Agreement.
2. Attornment. Tenant hereby agrees that if the Ground Lease is terminated for any reason, Tenant shall attorn to Ground Lessor and shall be liable to and recognize Ground Lessor as Landlord under the Lease for the balance of the term of the Lease upon and subject to all of the terms and conditions thereof. In such case, upon receipt of notice from Ground Lessor setting forth the effective date of the termination of the Ground Lease, Tenant shall pay to the Ground Lessor all obligations required to be paid and performed by Tenant under the Lease arising after the date of termination. The Lease shall continue in full force and effect as a direct lease between Ground Lessor and Tenant.

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3. Additional Conditions. Tenant agrees that Ground Lessor shall not be: (i) liable for any act or omission of any person or party who may be landlord under the Lease prior to any termination of the Ground Lease ("Prior Landlord") except for a default by such Prior Landlord under the Lease that began prior to the termination of the Ground Lease, is ongoing and continuing following the termination of the Ground Lease, is susceptible of being cured and for which Tenant has provided Ground Lessor with notice as required hereunder (a "Continuing Default"); (ii) subject to any offsets or defenses which Tenant might have against Prior Landlord except for a Continuing Default; and (iii) bound by any prepayment of rent or additional rent, or any other charge which Tenant might have paid to Prior Landlord for more than the then current month (other than a bona fide security deposit paid by Tenant to Landlord under the Lease, estimated monthly payments made on account of additional rent as and when required to be made pursuant to the provisions of the Lease, or other rent, additional rent or charges which have been received by Ground Lessor). Nothing herein, however, shall constitute a waiver of Tenant's rights as against such individual or entity which is the landlord under the Lease as of the time of any event or circumstances which may give rise to a claim of the Tenant against such individual or entity. In addition, nothing herein shall relieve any successor landlord under the Lease from its obligation to comply with those obligations of a Landlord under the Lease during the period for which it is the owner of the Landlord's interest in the Lease.

4. Landlord's Defaults. Tenant hereby agrees that, if Tenant provides Landlord with any notice of default or claimed default on the part of Landlord under the Lease, Tenant shall concurrently therewith send a copy of such notice to Ground Lessor. In such event, Ground Lessor shall be permitted (but not obligated) to cure any such default within the period of time allotted thereto in the Lease.

5. Notices. Duplicates of all notices delivered by any party to another party and required by this Agreement shall be delivered concurrently to all other parties to this Agreement. All notices shall be written, delivered by certified or registered mail, and sent, if to Ground Lessor, to 238 Main Street, Suite 200, Cambridge, Massachusetts 02142, Attention: Managing Director, Real Estate, if to Tenant to Agios Pharmaceuticals, Inc., 88 Sidney Street, Cambridge, Massachusetts 02139, with a copy to Mintz, Levin, Cohn, Ferris, Glovsky, and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Attention: Stuart A Offner, Esq., and if to Landlord to 38 Sidney Street, Cambridge, MA 02139-4234, Attention: Asset Manager, or such addresses as may, from time to time, be set forth in notices to the other parties hereunder.

6. Exculpation of Ground Lessor. Ground Lessor shall not be personally liable hereunder. Tenant agrees to look to Ground Lessor's interest in the Land and Building only for satisfaction of any claim against Ground Lessor hereunder.

7. Successors and Assigns. This Agreement shall bind Tenant, its successors and assigns, and shall benefit Tenant and only such successor and assigns of Tenant as are permitted by the Lease and shall bind and benefit Ground Lessor and its successors and assigns (provided that after transfer of Ground Lessor's entire interest in the Land to another party, Ground Lessor shall have no liability for any act or omission of such party) and shall bind and benefit Landlord and its successors and assigns.

[remainder of page intentionally left blank]

EXECUTED as an instrument under seal as of the date set forth above.

MASSACHUSETTS INSTITUTE OF  
TECHNOLOGY  
Ground Lessor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGIOS PHARMACEUTICALS, INC.  
Tenant

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FOREST CITY 88 SIDNEY, LLC,  
a Delaware limited liability company

By: FC HCN 88 Holding, LLC,  
a Delaware limited liability company,  
Its sole member

By: FC HCN University Park, LLC,  
a Delaware limited liability company,  
Its sole member

By: Forest City University Park, LLC,  
a Delaware limited liability company Its  
managing member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss:  
COUNTY OF MIDDLESEX )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the MASSACHUSETTS INSTITUTE OF TECHNOLOGY, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said corporation.

IN TESTIMONY HEREOF, I set my hand and official seal at Cambridge, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_ .

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named AGIOS PHARMACEUTICALS, INC., by \_\_\_\_\_ who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and the free act and deed of said corporation.

IN TESTIMONY HEREOF, I set my hand and official seal at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_ .

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss:  
COUNTY OF MIDDLESEX )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named FOREST CITY 88 SIDNEY, LLC, by Michael Farley, Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said corporation on behalf of said limited partnership.

IN TESTIMONY HEREOF, I set my hand and official seal at Cambridge, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_ .

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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EXHIBIT A

Description of Ground Lease

[LANDLORD TO ATTACH]

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EXHIBIT B

Legal Description

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EXHIBIT J

MEMORANDUM OF LEASE

[ATTACHED HERETO]

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**MEMORANDUM OF LEASE**

Dated: \_\_\_\_\_, 2014

Notice is hereby given, pursuant to Section 4 of Chapter 183 of the General Laws of Massachusetts, of the following amended Lease:

EXECUTION DATE OF LEASE: As of \_\_\_\_\_, 2014

LANDLORD: Forest City 88 Sidney, LLC, a Delaware limited liability company.

TENANT: Agios Pharmaceuticals, Inc., a Delaware corporation.

GROUND LESSOR: Massachusetts Institute of Technology, a Massachusetts educational corporation chartered by Massachusetts law.

BUILDING: That certain five-story, 145,275 rentable square foot building located at 88 Sidney Street, Cambridge, Massachusetts 02139.

PREMISES: That portion of the Building comprised of approximately 74,498 rentable square feet as follows:

Floor 1: 7,504 rsf  
Floor 3: 33,464 rsf  
Floor 4: 33,560 rsf

All as more particularly shown on the floor plans attached hereto as **Exhibit A**.

TERM: The initial term shall commence on the Rent Commencement Date (as defined in the Lease), and shall end on the seventh (7<sup>th</sup>) anniversary thereof.

EXTENSION OPTION: Tenant has the right to extend the Term for two (2) additional periods of five (5) years each pursuant to and subject to the terms and provisions in the Lease.



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RIGHT OF FIRST OFFER:

Tenant has a continuing right of first offer for all or any portion of the portion of the Building subject to the terms and provisions in the Lease.

MODIFIED RIGHT OF FIRST REFUSAL:

Tenant has a modified right of first refusal on all or a portion of the second (2<sup>nd</sup>) or fifth (5<sup>th</sup>) floor of the Building during the initial lease-up of such space subject to the terms and provisions in the Lease.

GARAGE:

Tenant has a non-exclusive license to pay for the use of certain non-reserved parking spaces in the garage known as the 80 Landsdowne Street Garage (or such other parking facilities designated by Landlord) pursuant to and subject to the terms and provisions in the Lease.

GROUND LESSOR'S TITLE:

For Ground Lessor's title to the Building, see [ Deed dated  
recorded with the Middlesex South Registry of Deeds in Book  
, Page ].

This Memorandum of Lease is executed only for the purpose of giving notice of the existence of the Lease and is not intended to modify, expand or reduce any of the rights of Landlord and Tenant as set forth in the Lease. All terms not otherwise defined herein shall have the meanings set forth in the Lease.

[The balance of this page has been intentionally left blank.]



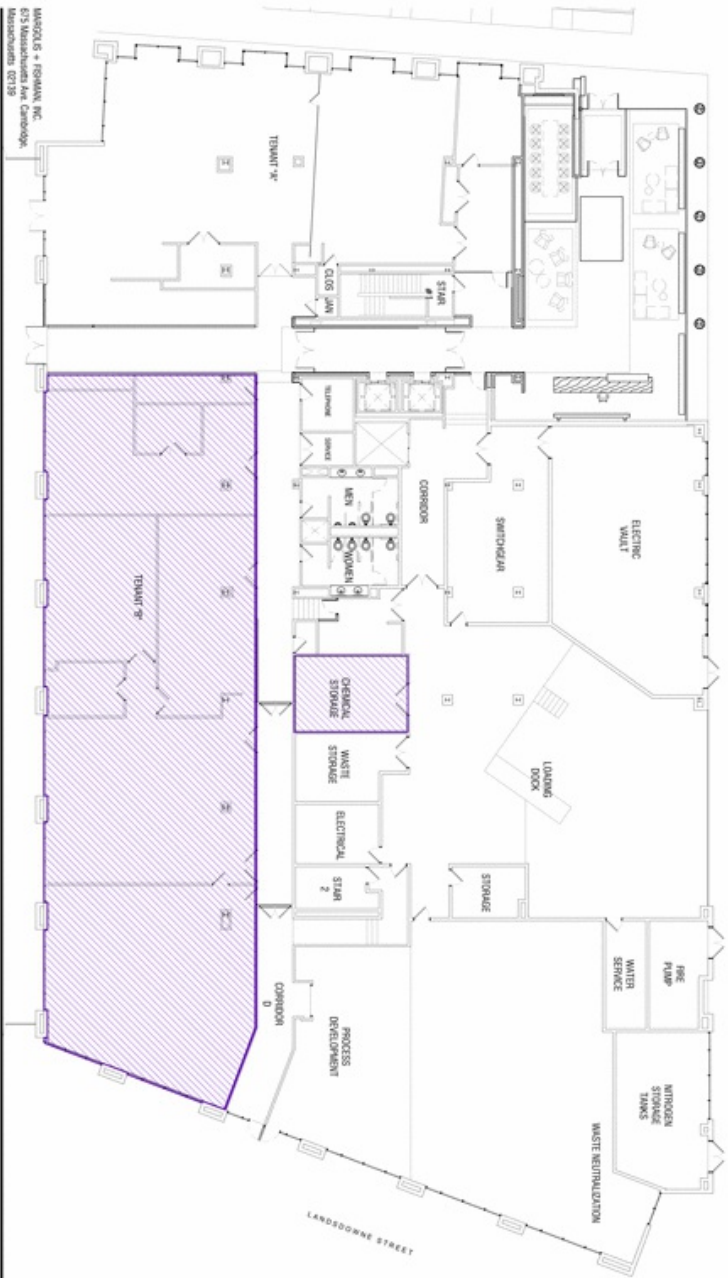


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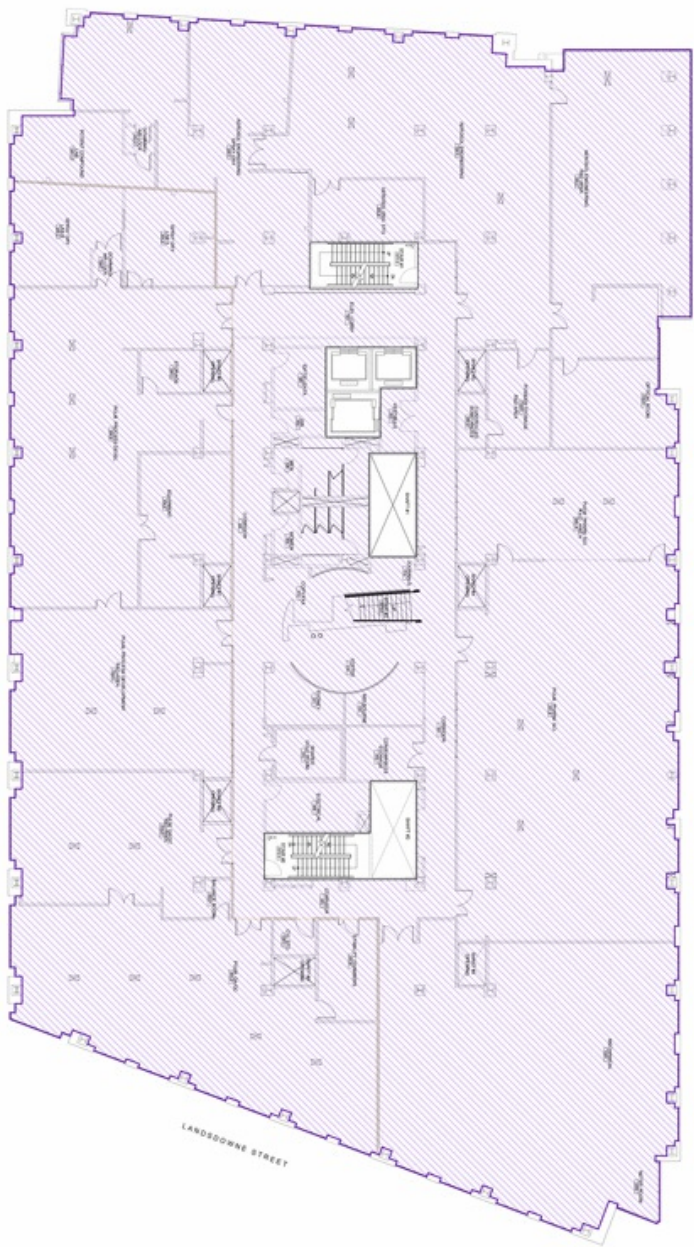
**EXHIBIT A**  
**TO MEMORANDUM OF LEASE**

FLOOR PLANS OF PREMISES

[ATTACHED HERETO]



**Exhibit A**



WATKINS + FERRARI, INC.  
 255 Massachusetts Avenue  
 Cambridge, MA 02139

PACIFIC STREET

88 SIDNEY STREET  
 CAMBRIDGE, MA

Drawing Name:  
 EXHIBIT A THIRD FLOOR

SCALE: 1/8" = 1'-0"

DATE: 09/14/08 IS

**Exhibit A**

© 2008 WATKINS + FERRARI, INC. ALL RIGHTS RESERVED. THIS DRAWING IS THE PROPERTY OF WATKINS + FERRARI, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF WATKINS + FERRARI, INC.





TERMINATION OF LEASE

THIS TERMINATION OF LEASE (this "Agreement") is entered into as of September 15, 2014, by and between THIRTY-EIGHT SIDNEY STREET LIMITED PARTNERSHIP, a Delaware limited partnership ("Landlord"), and AGIOS PHARMACEUTICALS, INC., a Delaware corporation ("Tenant").

Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Lease (as defined below).

WITNESSETH

WHEREAS, Landlord and Tenant entered into a certain Lease dated as of August 2, 2010 (the "38 Lease"), for certain premises containing approximately 38,536 rentable square feet located on the second and third floors of the building at 38 Sidney Street, Cambridge, Massachusetts (the "Premises");

WHEREAS, the Initial Term of the 38 Lease expires on April 30, 2016 (the "38 Lease Expiration");

WHEREAS, Tenant has entered into a new lease with an affiliate of Landlord at the building located at 88 Sidney Street, Cambridge, Massachusetts (the "88 Lease"); and

WHEREAS, Tenant and Landlord desire to terminate the 38 Lease prior to the 38 Lease Expiration, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. So long as there is no default under and continuing by Tenant, the 38 Lease shall be terminated effective thirty (30) days after the rent commencement date under the terms of the 88 Lease (the "88 Rent Commencement Date"), which 88 Rent Commencement Date shall be on or about May 1, 2015 (such termination date being the "38 Termination Date").
2. Within thirty (30) days after the 38 Termination Date, Landlord shall return to Tenant the Security Deposit in the form of an original letter of credit issued by Silicon Valley Bank in the amount of \$570,814.00. Landlord acknowledges and agrees that Tenant may notify the issuer of such letter of credit that Tenant does not intend to renew such letter of credit after the 38 Termination Date, and provided that such letter of credit is not terminated prior to thirty (30) days after the 38 Termination Date, Landlord acknowledges and agrees that no such action by Tenant, nor a receipt by Landlord of a letter of non-renewal from such issuer, shall constitute a default of Tenant under the 38 Lease or this Agreement.



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3. Effective upon execution of this Agreement: (1) the 38 Lease shall be terminated effective as of the 38 Termination Date, and shall have no further force or effect, except as otherwise provided therein; (2) Tenant shall have no obligation for the payment of Annual Fixed Rent or Additional Rent with respect to the 38 Lease from and after the 88 Rent Commencement Date; (3) Tenant shall surrender the Premises in accordance with the terms of the 38 Lease; (4) Landlord shall release Tenant from the performance of the terms, covenants and conditions of the 38 Lease, except those that by their terms survive the expiration and/or earlier termination of the 38 Lease, including without limitation, any amounts due Landlord as a result of the annual reconciliation of Operating Expenses and Real Estate Taxes, the Tenant's obligation to remove any Hazardous Materials from the Premises as required by Section 6.1 and Section 6.2, Tenant's obligation to repair any damage to the Premises as required by Section 11.10 and any Tenant indemnification obligations under the 38 Lease; and (5) Tenant shall release Landlord from the performance of the terms, covenants and conditions of the 38 Lease, except those that by their terms survive the expiration and/or earlier termination of the 38 Lease, including without limitation, any amounts due Tenant as a result of the annual reconciliation of Operating Expenses and Real Estate Taxes and any Landlord indemnification obligations under the 38 Lease. Notwithstanding anything set forth in the 38 Lease to the contrary, Tenant shall not be obligated to remove the internal stairway connecting the second and third floor of the Premises.
  4. Tenant hereby acknowledges and agrees that, as of the date of this Agreement, Landlord is not in default in the performance of its obligations under the 38 Lease, and, to the best of Tenant's knowledge, no event has occurred that, with the giving of notice or the passage of time or both, could constitute a default by Landlord under the 38 Lease. Landlord hereby acknowledges and agrees that, as of the date of this Agreement, Tenant is not in default in the performance of its obligations under the 38 Lease, and, to the best of Landlord's knowledge, no event has occurred that, with the giving of notice or the passage of time or both, could constitute a default by Tenant under the 38 Lease.
  5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
  6. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, as of the day, month and year first above written.

LANDLORD:

THIRTY-EIGHT SIDNEY STREET LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: Forest City 38 Sidney Street, Inc.,  
an Ohio corporation  
Its General Partner

By: /s/ Michael Farley  
Name: Michael Farley  
Title: Vice President

TENANT:

AGIOS PHARAMACEUTICALS, INC.,  
a Delaware corporation

By: /s/ David Schenkein  
Name: David Schenkein  
Title: Chief Executive Officer