

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): December 28, 2016

MACOM Technology Solutions Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-35451
(Commission
File Number)

27-0306875
(I.R.S. Employer
Identification No.)

100 Chelmsford Street
Lowell, Massachusetts
(Address of principal executive offices)

01851
(Zip Code)

Registrant's telephone number, including area code: (978) 656-2500

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement

As previously reported on a Current Report on Form 8-K filed on June 2, 2016 by MACOM Technology Solutions Holdings, Inc. ("MACOM"), on May 26, 2016, MACOM Technology Solutions, Inc. (formerly known as M/A-COM Technology Solutions Inc.), a wholly-owned subsidiary of MACOM, and Calare Properties, Inc., a Delaware corporation (together with its affiliates, "Buyer"), entered into a Purchase and Sale Agreement and Escrow Instructions (as amended through the date hereof, the "Purchase Agreement") for the sale and leaseback of certain parcels of property, including MACOM's headquarters, located at 100 and 144 Chelmsford Street, Lowell, Massachusetts 01851 (the "Chelmsford Property"). The transactions contemplated by the Purchase Agreement closed on December 28, 2016 (the "Closing"), including the sale of the Chelmsford Property to Buyer for \$4.25 million plus a tenant construction allowance of \$4.0 million for future improvements. In connection with the Closing, on December 28, 2016, MACOM entered into certain lease agreements with Buyer including: (1) a 20-year leaseback to MACOM of the facility located at 100 Chelmsford Street (the "100 Chelmsford Lease") and (2) a 20-year build-to-suit lease arrangement for the construction and lease to MACOM of a new facility to be located at 144 Chelmsford Street (the "144 Chelmsford Lease," together with the 100 Chelmsford Lease, the "Leases"). Pursuant to the 100 Chelmsford Lease, MACOM will pay annual base rent in the amount of \$700,000, which will be increased annually by 1.75%, and pursuant to the 144 Chelmsford Lease, MACOM will pay annual base rent in the amount of \$1,278,750, which will be increased annually by 1.50%. Pursuant to the 144 Chelmsford Lease, it is anticipated that Buyer will contribute approximately \$16.5 million toward the cost of constructing the new 144 Chelmsford Street facility with MACOM contributing any construction costs over that, and that the \$4.0 million tenant construction allowance noted above may be used as a source of MACOM's related payment obligations in certain circumstances.

The foregoing descriptions of the 100 Chelmsford Lease and the 144 Chelmsford Lease do not purport to be complete and are qualified in their entirety by reference to the 100 Chelmsford Lease and the 144 Chelmsford Lease, copies of which are filed hereto as Exhibits 10.1 and 10.2, respectively, and are incorporated herein by reference.

Because the transactions contemplated by the Purchase Agreement and the related Leases were negotiated and consummated at the same time and in contemplation of one another to achieve the same commercial objective, the transactions will be accounted for by MACOM as a single unit of accounting, which will result in the Purchase Agreement and the related Leases being accounted for as a failed sale-leaseback due to MACOM's continuing involvement in the properties. As a result, the Leases will be accounted for under the financing method and MACOM will be the deemed accounting owner of all assets under the arrangement, including the assets to be constructed under the 144 Chelmsford Lease. MACOM will continue to recognize the existing building and improvements sold under the Purchase Agreement, capitalize the assets constructed under the 144 Chelmsford Lease, and depreciate the assets over the shorter of their estimated useful lives or the 20-year lease term. The sale proceeds from the Purchase Agreement and future construction costs funded by Buyer under the 144 Chelmsford Lease will be recognized as a financing obligation on MACOM's balance sheet, which will be amortized over the 20-year lease term based on the minimum lease payments required under the Leases and MACOM's incremental borrowing rate.

Forward-Looking Statements

DISCLOSURE NOTICE: This document contains forward-looking statements related to MACOM and the real estate transactions described herein that involve substantial risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements. Forward-looking statements in this document include, among other things, statements about the potential timing, costs or benefits associated with the proposed transactions. Risks and uncertainties include, among other things, risks related to the ability of Buyer to construct the new 144 Chelmsford Street facility on time, on budget or at all; the ability of MACOM to realize the anticipated benefits of the transactions, including the possibility that the expected benefits from the transactions will not be realized or will not be realized within the expected time period; disruption from these transactions making it more difficult to maintain or conduct MACOM's business; potentially negative effects of these transactions on the market price of MACOM's common stock and on MACOM's operating results; unknown liabilities; litigation and/or regulatory actions related to the transactions or construction of the new 144 Chelmsford Street facility; and other risks described in MACOM's Annual Report on Form 10-K for the fiscal year ended September 30, 2016 filed with the U.S. Securities and Exchange Commission and available at www.sec.gov. The information contained in this document is as of its filing date, and MACOM assumes no obligation to update forward-looking statements contained in this document as the result of new information or future events or developments.

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

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Lease Agreement for 100 Chelmsford Street by and between MACOM Technology Solutions Holdings, Inc., CPI 100 Chelmsford, LLC and CPI 144 Chelmsford, LLC, dated December 28, 2016.
10.2	Lease Agreement for 144 Chelmsford Street by and between MACOM Technology Solutions Holdings, Inc., CPI 100 Chelmsford, LLC and CPI 144 Chelmsford, LLC, dated December 28, 2016.

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.

MACOM TECHNOLOGY SOLUTIONS HOLDINGS, INC.

Dated: January 4, 2017

By: /s/ Robert J. McMullan

Robert J. McMullan

Senior Vice President and Chief Financial Officer

EXHIBIT INDEX

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LEASE AGREEMENT

**100 CHELMSFORD STREET
LOWELL, MASSACHUSETTS**

by and between:

CPI 100 Chelmsford, LLC,
a Massachusetts limited liability company
and
CPI 144 Chelmsford, LLC,
a Massachusetts limited liability company

collectively as Landlord

and

MACOM Technology Solutions Holdings Inc.,
a Delaware corporation

as Tenant

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SCHEDULE OF EXHIBITS

EXHIBIT A	DESCRIPTION OF LANDLORD'S PARCEL
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EXHIBIT A-2	PLAN SHOWING THE EXISTING BUILDING
EXHIBIT B	TENANT'S WORK
EXHIBIT B-1	DESCRIPTION OF TENANT'S WORK
EXHIBIT C	FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
EXHIBIT D	PERMITTED ENCUMBRANCES
EXHIBIT E	FORM OF NOTICE OF LEASE

LEASE AGREEMENT

100 CHELMSFORD STREET
LOWELL, MASSACHUSETTS

THIS LEASE AGREEMENT (the “Lease” or this “Lease”) is made and entered into as of the 28th day of December, 2016 (the “Effective Date”), by and between CPI 100 Chelmsford, LLC, a Massachusetts limited liability company and CPI 144 Chelmsford, LLC, a Massachusetts limited liability company (collectively as “Landlord”) and MACOM Technology Solutions Holdings Inc., a Delaware corporation (“Tenant”).

RECITALS

A. Landlord is, simultaneously with the execution and delivery of this Lease, purchasing from Tenant’s affiliate certain improved real property (the “Landlord's Parcel”) currently known as and numbered 100 Chelmsford Street, in the City of Lowell, Massachusetts, more particularly described on **EXHIBIT A** and shown on the plan attached hereto as **EXHIBIT A-1**.

B. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord that certain portion of the Landlord’s Parcel shown as “100 CHELMSFORD PARCEL” on the plan attached hereto as **EXHIBIT A-1** (the “Leased Parcel”), together with the Improvements (as defined herein) and Intangible Rights (as defined herein), all upon the terms and conditions hereinafter set forth.

C. Simultaneously herewith Landlord and Tenant are entering into a Lease Agreement (the “144 Chelmsford Lease”) pursuant to which Landlord will lease to Tenant the remaining portion of Landlord’s Parcel as shown as “144 CHELMSFORD PARCEL” on the plan attached hereto as **EXHIBIT A-1** (the “144 Chelmsford Parcel”) and agree to build, subject to the terms and conditions set forth therein, a new building thereon for Tenant’s use under the 144 Chelmsford Lease intended to be known as and numbered 144 Chelmsford Street, Lowell Massachusetts.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

1. Demised Premises.

(a) Demise. Landlord hereby leases unto Tenant and Tenant hereby leases from Landlord the Leased Parcel and all buildings, structures, fixtures and improvements now or hereafter located thereon (collectively the "Improvements"), together with all existing rights of ingress and egress from all public ways adjacent to the Premises, all such rights (the "Ancillary Rights") being in common with Landlord and others now or hereafter entitled thereto from time to time pursuant to the terms of any applicable Other Documents (as defined herein). The Improvements include without limitation the building(s) (the "Existing Building") containing approximately 162,000 square feet (including the basement and mechanical areas) of gross building floor area as shown as "100 CHELMSFORD" on EXHIBIT A-2, which square footage shall be deemed fixed and not subject to challenge or re-measurement by either party for all intents and purposes under this Lease (except to the extent otherwise expressly provided herein). The Leased Parcel, the Improvements and Ancillary Rights are hereinafter collectively referred to as the "Premises."

(b) Condition of Leased Parcel. Tenant currently occupies the Leased Parcel, is familiar with the Leased Parcel, and its condition and suitability for Tenant's use and Tenant acknowledges that, except as specifically set forth herein, Landlord has not made any warranty or representations, expressed or implied, as to the condition or suitability of the Leased Parcel for Tenant's intended use and that Tenant is leasing the Leased Parcel and hereby accepts the Leased Parcel in its "AS IS" and "WHERE IS" condition. Landlord shall not have any obligation to make any repairs, alterations or improvements to the Premises either at or prior to the commencement of the term hereof or at any time thereafter. Tenant, at Tenant's option and/or election, shall have the right, but not the obligation, to perform Tenant's Work (as defined in EXHIBIT B) and Landlord shall reimburse Tenant for a portion of the cost thereof up to the amount of the Construction Allowance (as defined in EXHIBIT B).

2. Term.

(a) Initial Term.

(i) The initial term of this Lease shall commence on the date hereof ("Commencement Date") and shall terminate at 11:59 p.m. on the last day of the month during which the twentieth (20th) anniversary of the Commencement Date occurs, subject to Tenant's right to extend this Lease as set forth in Section 2(b). As used herein, the "term" or the "term of this Lease" shall mean the initial term of this Lease as set forth in this clause (a), as the same may be deemed extended as set forth in clause (ii) immediately below and as the same may be extended by an Optional Extension Term (as defined herein) as set forth in clause (b) below.

(ii) Notwithstanding the foregoing clause (i), in the event of the occurrence of the Commencement Date (as defined in the 144 Chelmsford Lease; and herein referred to as the “144 Commencement Date”), and only in such event (notwithstanding the reason the same may not have occurred), the initial term of this Lease as established under the preceding clause (i) shall be deemed extended so that it shall end co-terminously with the end of the Initial Term (as defined in the 144 Chelmsford Lease; and herein referred to as the “144 Initial Term”). Such extension shall occur automatically without the need for the parties to execute any further documentation under this Lease, provided that, at the request of either party therefor, at such time as the 144 Commencement Date has definitively occurred or not occurred, the parties shall memorialize, in a written instrument in mutually acceptable form (and, in any case, in recordable form), either (i) the occurrence of the 144 Commencement Date and the exact dates of such extension or (ii) the non-occurrence of the 144 Commencement Date and acknowledgement that such extension will not be of any effect.

(b) Extension Term(s). Provided that Tenant is not then in default beyond any applicable notice and cure period under any monetary term or condition of this Lease at the time of exercise of an Optional Extension Term (defined herein), and further provided that Tenant gives Landlord written notice of Tenant’s election to exercise an Optional Extension Term by no later than such date (the “Option Exercise Deadline”) as is at least two (2) years prior to the end of the then current term, Tenant shall have the right to extend the term of this Lease for two (2) separate and consecutive optional extension periods of ten (10) years each (each an “Optional Extension Term” and collectively the “Optional Extension Terms”). Upon Tenant’s exercise of an option to extend the term for an Optional Extension Term as set forth above, the term of this Lease shall be thereby automatically extended for the period of such Optional Extension Term without the need for the parties to execute and deliver any further documentation, such Optional Extension Term shall be on the same terms and conditions as were in effect under this Lease for the term prior to such Optional Extension Term except that the fixed annual Base Rent due hereunder for each Optional Extension Term shall be determined as set forth in Section 3(b) and Tenant shall have no further options to extend the term other than the Optional Extension Terms expressly provided for in this Section 2(b). At such time as such information has been conclusively determined hereunder, at the election of either party, the parties shall execute an agreement, in a form reasonably acceptable to the parties, memorializing the dates of any Optional Extension Term so effected and the Base Rent applicable thereto.

3. Rental.

(a) During the initial term hereof (as the same may be deemed extended as set forth in clause (ii) of subsection 2(a) above, commencing on the Commencement Date, Tenant shall pay to Landlord, in advance on the first day of each calendar month in equal monthly installments at the address set forth in Section 17 or such other place as Landlord may from time to time designate, in writing, without demand or right of set-off except to the extent (if any) otherwise expressly set

forth in this Lease, fixed and minimum annual rental ("Base Rent") in the amount of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) payable in equal monthly installments of Fifty Eight Thousand Three Hundred Thirty Three and 33/100 (\$58,333.33); provided that commencing on Initial Rent Increase Date and then continuing annually thereafter on each anniversary of the Initial Rent Increase Date, the Base Rent payable hereunder shall be increased by 1.75% above the Base Rent in effect immediately prior to such increase. All Base Rent shall be payable in addition to all additional rent required under this Lease. If the Commencement Date begins on a date other than the first day of a calendar month, or the term of this Lease ends on a day other than the last day of the calendar month, Base Rent for such month shall be prorated, based on the number of days in the applicable calendar month. Tenant shall pay an interest charge determined in accordance with Section 16 for Base Rent received by Landlord more than five (5) days following the due date. As used herein, the "Initial Rent Increase Date" shall mean the first to occur of:

- (x) *if the 144 Chelmsford Lease is in effect*, the first day after the conclusion of the first twelve (12) full calendar months of the 144 Initial Term, or
- (y) *if the 144 Chelmsford Lease is not in effect*, the later to occur of (i) the first day after the conclusion of the first twelve (12) full calendar months of the term of this Lease or (ii) the date of termination of the 144 Chelmsford Lease.

At the request of either party therefor, at such time as the Initial Rent Increase Date has been definitively established, the parties shall memorialize, in a written instrument in mutually acceptable form, the occurrence of the Initial Rent Increase Date.

(b) Extension Terms. The annual Base Rent due during each Optional Extension Term for which Tenant shall have exercised its extension option right shall be equal to the greater of (i) ninety-five percent (95%) of the Market Rent (as defined herein) or (ii) the annual Base Rent that was in effect under this Lease immediately preceding such Optional Extension Term; provided that, commencing on the first day after the conclusion of the first twelve (12) full calendar months of such Optional Extension Term and then continuing annually thereafter on each anniversary of such date, the Base Rent shall be increased by (1.75%) above the previous year's Base Rent.

(c) Market Rent. The "Market Rent" for the Premises shall be the rental rate being charged under new leases of premises in Massachusetts comparable to the Premises and located within ten (10) miles of the Premises (the "Trade Area") for the first year of a ten (10) year term commencing approximately at the time of the applicable Optional Extension Term, taking into account all of the terms and conditions of this Lease (other than rental) and all other relevant factors such as the size, condition, use, utility, location and accessibility of the Premises, determined as follows:

(i) Within ninety (90) days after the later to occur of (i) Landlord's receipt of Tenant's notice of its exercise of an Optional Extension Term in accordance with Section 2(b) or (ii) the Option Exercise Deadline applicable thereto, Landlord shall deliver to Tenant written notice of its determination of Market Rent. Tenant shall, within sixty (60) days after receipt of such notice, notify Landlord in writing whether Tenant accepts or rejects Landlord's determination of Market Rent ("Tenant's Response Notice"). If Tenant so accepts Landlord's determination of Market Rent or if Tenant fails to timely deliver Tenant's Response Notice then such determination of the Market Rent by Landlord shall be conclusively deemed to be the Market Rent hereunder for the applicable Optional Extension Term.

(ii) If Tenant's Response Notice is timely delivered to Landlord and indicates that Tenant rejects Landlord's determination of Market Rent, then Market Rent shall be determined in accordance with the procedures set forth below in this clause (ii). Within fifteen (15) days after receipt by Landlord of Tenant's Response Notice indicating Tenant's rejection of Landlord's determination of Market Rent, Tenant and Landlord shall each notify the other in writing of their respective designation of an individual broker or appraiser (respectively, "Tenant's Broker" and "Landlord's Broker"). If Landlord shall fail to so designate Landlord's Broker then Tenant shall have the right to arrange for Tenant's Broker to designate Landlord's Broker by notice to Landlord and Tenant given after Landlord's failure to have done so as and when required herein, and if Tenant shall fail to so designate Tenant's Broker then Landlord shall have the right to arrange for Landlord's Broker to designate Tenant's Broker by notice to Landlord and Tenant given after Tenant's failure to have done so as and when required herein. Within ten (10) days of the designation of Landlord's Broker and Tenant's Broker, Landlord's Broker and Tenant's Broker shall jointly select a third broker (the "Third Broker"), failing which either party may petition the President of the Greater Boston Real Estate Board requesting that he or she designate the Third Broker (which designation shall be binding on the parties). All of the brokers or appraisers selected shall be duly licensed or certified individuals with at least five (5) years' commercial brokerage or appraisal experience in the Trade Area with particular experience with the type of property represented by the Premises and, in the case of the Third Broker only, shall not have acted in any capacity for either Landlord or Tenant or any Tenant Affiliate (as defined herein) within ten (10) years prior to the broker's selection. The Third Broker shall determine the Market Rent for the applicable Optional Extension Term in accordance with the requirements and criteria set forth herein employing the method commonly known as Baseball Arbitration, whereby Landlord's Broker and Tenant's Broker each sets forth its determination of Market Rent, and the Third Broker must select one or the other (it being understood that the Third Broker shall be expressly prohibited from selecting any alternative figure). Landlord's Broker and Tenant's Broker shall deliver their respective determinations of the Market Rent to the Third Broker within twenty (20) days of the appointment of the Third Broker and the Third Broker shall render his or her decision within fifteen (15) days after receipt of both of the other two determinations of Market Rent. The Third Broker's decision shall be binding on

both Landlord and Tenant and shall be conclusively determined to be the Market Rent hereunder for the applicable Optional Extension Term. If either Landlord's Broker or Tenant's Broker shall have failed to submit their respective determinations of Market Rent as and when required hereunder, then any determination of Market Rent that shall have been submitted by one of them as and when required hereunder shall be conclusively determined to be the Market Rent hereunder for the applicable Optional Extension Term. Each party shall bear the cost of its own broker or appraiser and shall share equally in the cost of the Third Broker. In the event that the Market Rent has not been conclusively determined before the commencement of the applicable Optional Extension Term, then Tenant shall pay Base Rent based upon a ten percent (10%) premium over the annual Base Rent in effect immediately prior to the commencement of the applicable Optional Extension Term until Market Rent for such Optional Extension Term has been conclusively determined hereunder, at which time either Tenant shall promptly pay any unpaid Base Rent to Landlord or Landlord shall promptly refund or credit to Tenant any overpaid Base Rent, in either case with interest at the rate provided for under Section 16.

4. Taxes.

(a) Throughout the term of this Lease and any extension, Tenant shall pay before delinquency, as additional rent, all Taxes upon or allocable to the Premises as set forth herein. As used herein, "Taxes" shall mean all taxes, charges and assessments, general and special, ordinary and extraordinary, of every nature and kind whatsoever, and all water rates and sewage or sewer use charges levied, assessed or imposed upon any property that includes the Premises or any portion thereof (the "Taxed Property"), as hereinafter provided, whether such tax, rate, charge or assessment shall be for village, town, county, state, federal or any other purpose whatsoever Taxes shall include, without limitation, all general real property taxes and general, special and area-wide assessments, charges, fees, assessments for transit, police, fire or other governmental services or purported benefits to the Taxed Property, so-called business improvement district charges and service payments in lieu of or in addition to real estate taxes, that may be now or may hereafter be levied or assessed against the Taxed Property or Landlord by the United States of America, the County of Middlesex, Commonwealth of Massachusetts, City of Lowell, or any political subdivision, public corporation, district or other political or public entity. Taxes shall also include any and all general and special assessments, fees and charges assessed or imposed upon the Taxed Property by virtue of any private restrictive covenant. Should any governmental agency or political subdivision impose any taxes and/or assessments, whether or not now customary or within the contemplation of the parties hereto, either by way of substitution for taxes and assessments presently levied and assessed against the real estate as well as the Improvements thereon, or in addition thereto, including, without limitation, any taxes based upon the rentals received by Landlord hereunder (other than an income or franchise tax) or any other tax, fee or excise on the act of entering into this Lease or on the use or occupancy of the Premises or any part thereof or in connection with the business of renting the Premises, such

taxes and/or assessments shall be deemed to constitute Taxes for the purpose of this Section 4 and shall be paid by Tenant. Taxes shall not include income, intangible, franchise, capital stock, estate or inheritance taxes or taxes substituted for or in lieu of the foregoing exclusions, all of which shall be paid by Landlord. Taxes payable by Tenant hereunder shall also include reasonable costs, disbursements and legal fees of Landlord incurred in connection with proceedings to abate, contest, determine or reduce any such Taxes (a "Tax Contest"), but not in excess of the savings to Tenant realized by the Tax Contest unless Landlord undertook such Tax Contest on account of a Tenant Request (as defined herein). Upon written request Tenant shall furnish to Landlord a receipted tax bill, or other satisfactory evidence of the payment of such taxes, assessments and charges within 10 days after the same are due and payable. Tenant's obligations under this Section 4 shall survive the expiration or earlier termination of this Lease.

(b) With regard to Taxes, if at any time during the term of this Lease, the Premises are assessed for Tax purposes as a part of any other real property owned by Landlord (the "Landlord's Tax Parcel"), then Tenant shall be responsible for and shall pay to Landlord (A) one hundred (100%) percent of the Taxes assessed against or allocated to all buildings and related improvements on the Premises (and any fixtures or personal property located therein); and (B) Tenant's Pro Rata Share of the Taxes assessed against or allocated to the land comprising, and so-called site improvements (specifically excluding any buildings) located on, the Landlord's Tax Parcel, such payment to be made within thirty (30) days following Landlord's invoicing Tenant therefor (which invoice shall include copies of the applicable Tax bills). Tenant's "Pro Rata Share" shall be a fraction the numerator of which is the square foot land area of the Leased Parcel and the denominator of which is the square foot land area of the Landlord's Tax Parcel, as either thereof may change as a result of a lot line adjustment as contemplated under clause (i) of Section 35(a) below. As of the Effective Date, the Tenant's Pro Rata Share is Fifty-five and 16/100 (55.16%) percent. If, however, the Premises are assessed for Taxes separate and apart from any other real property of Landlord, then Tenant shall pay, prior to delinquency, and directly to the taxing authority, one hundred (100%) percent of all Taxes assessed against or allocated to the Premises and if Tenant is delinquent in paying any thereof then Tenant shall be fully responsible for paying upon the imposition thereof any interest, penalty or other late fee or charge arising due to such delinquency. If the Premises are separately assessed for Taxes, Landlord shall attempt to arrange to have all notices concerning tax assessments, changes in assessments, tax rates and changes, and tax bills (collectively, "Tax Bills") sent directly from the applicable governmental authorities to Tenant. If Landlord is not able to arrange to have Tax Bills sent directly to Tenant, then based upon timely receipt thereof by Landlord, Landlord shall timely supply Tenant with copies of all Tax Bills after receipt by Landlord, so that Tenant may timely pay such Tax Bills so as to avoid any interest or penalty charges for late payment. If Landlord fails to provide such invoices in a timely fashion Landlord shall pay any late charge, interest or fee based on such delay and payment. Notwithstanding anything to the contrary contained herein, Tenant shall be responsible for paying, directly to the taxing authority and without

delinquency, all governmental imposed taxes, charges or assessments against any fixtures or personal property of Tenant.

(c) If there are at least two (2) years remaining under the term of this Lease and Tenant is not in default under this Lease beyond any applicable notice or cure period, and if:

A. the Premises are separately assessed for Taxes and Tenant notifies Landlord, on or prior to the twenty-fifth (25th) day prior to the deadline under applicable law for timely filing for a Tax Contest (the "Filing Deadline"), that Tenant will file a Tax Contest, or

B. the Premises are not separately assessed for Taxes and Tenant notifies Landlord, on or prior to the twenty-fifth (25th) day prior to the Filing Deadline, of Tenant's request that Landlord pursue a particular Tax Contest (a "Tenant Request") but Landlord, within fifteen (15) days prior to the Filing Deadline, notifies Tenant that Landlord is declining such request, then, in either such case, Tenant may pursue a Tax Contest in good faith by appropriate proceedings at its own expense, provided that Tenant shall first have paid such Taxes or, if the payment of such Taxes is to be postponed or deferred during the contest with respect to and such Tax Contest is occurring during any period in which Tenant does not satisfy the Financial Prerequisite (as defined herein), Tenant shall have furnished Landlord a bond of a surety company reasonably satisfactory to Landlord in an amount equal to, or shall have deposited with any bank or trust company of Landlord's selection in the State wherein the Premises are located to hold such deposit and apply the same as hereinafter provided, the amount of the Taxes so contested, together with such additional sums as may reasonably be required to pay interest or penalties accrued or to accrue on any such Taxes. Nothing contained herein, however, shall release Tenant of the obligation to pay and discharge contested Taxes as finally adjudicated, with interest and penalties, and all other charges directed to be paid in or by any such adjudication. Any such contest or legal proceeding shall be begun by Tenant as permitted by applicable law; provided, however, that Tenant may in its discretion consolidate any proceeding to obtain a reduction in the assessed valuation of the Premises for tax purposes relating to any tax year with any similar proceeding or proceedings relating to one or more other tax years. Notwithstanding anything contained herein to the contrary, Tenant shall pay all such contested items before the time when the Premises or any part thereof might be forfeited as a result of nonpayment.

(d) Landlord shall join in any Tax Contest brought by Tenant under Section 4(c) and hereby agrees that the same may be brought in its name, if the provisions of any law, rule or

regulation at the time in effect shall so require. Tenant shall indemnify and save Landlord harmless from any liabilities, losses, or expenses (including reasonable attorney's fees) in connection with any such Tax Contest in which Landlord shall join or permit to be brought in its name pursuant to this Section 4(d).

(a) So long as Tenant is not in default under any term or condition of this Lease beyond any applicable notice and cure period, Tenant shall be entitled to share in any refund of any Taxes on account of any Tax Contest (including any refunded penalties or interest thereon) in an amount in proportion to the percentage that the amount so refunded was originally paid for by Tenant (and Landlord shall be entitled to that portion of the refund that is in proportion to the percentage that the amount so refunded was originally paid by Landlord, any predecessor owner or any third party); provided, however, that there shall first be deducted from the amount of any such refund such amounts as are necessary to reimburse Tenant (or Landlord, if Landlord was the contesting party pursuant to Section 4(f) below), for the reasonable costs of the particular Tax Contest actually paid by Tenant (or Landlord, if so applicable) in pursuit of the Tax Contest (provided that if any of such costs were paid to a Tenant Affiliate (or Landlord, if so applicable) then those costs shall only be deducted to the extent that they do not exceed what such costs would have been had they been paid to an unaffiliated party on an arm's-length basis).

(a) If Tenant is not entitled to pursue a Tax Contest as set forth in Section 4(c), then Landlord may on its own initiative elect to pursue a Tax Contest without restriction; provided, however that if (i) there are at least two (2) years remaining under the term of this Lease and (ii) Tenant is not in default under this Lease beyond any applicable notice or cure period, then Landlord shall not so commence any such Tax Contest, or agree to any settlement, compromise or other disposition of any such Tax Contest proceedings, or discontinue or withdraw from any such Tax Contest, or accept any refund of any Taxes as a result of any Tax Contest, in each case without the consent of Tenant, which consent (x) Tenant may withhold in Tenant's sole discretion if the Premises are separately assessed for Taxes or (y) Tenant shall not unreasonably withhold or condition if the Premises are not separately assessed for Taxes, provided that, in any event, if Tenant does not notify Landlord in writing within fifteen (15) days of Tenant's receipt of a notice from Landlord requesting Tenant's consent to a Tax Contest (provided that Landlord's request therefor shall include a statement in a conspicuous place and in capital letters to the effect that "FAILURE TO RESPOND TO THIS REQUEST IN FIFTEEN (15) DAYS WILL BE DEEMED CONSENT") then Tenant shall be deemed to have given such consent. Tenant agrees, at no out-of-pocket cost to Tenant, to reasonably cooperate with Landlord, in any such Tax Contest brought by Landlord under this Section 4(f).

5. Use of Premises. Tenant shall have the right to use the Premises for any lawful commercial use. Tenant shall not cause or maintain or authorize any nuisance or commit or suffer the commission of any waste in, on or about the Premises. Tenant acknowledges that Landlord has made no warranty or representation regarding the suitability of the Premises for Tenant's intended

use and that, except to the extent the same is the result of the negligence or willful misconduct of Landlord and/or Landlord employees, agents, contractors and/or invitees, Tenant is responsible during the term of this Lease for all activities occurring on the Premises. Subject to the provisions of Section 6, Tenant, at its sole cost and expense, shall comply with and conform to all present and future laws, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, even if unforeseen or extraordinary, of every governmental authority or agency and all covenants, restrictions and conditions now of record which may be applicable to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Premises, even if compliance therewith (i) necessitates structural changes or improvements (including changes required to comply with the "American With Disabilities Act") or (ii) requires Tenant to carry insurance other than as required by the provisions of this Lease.

6. Repairs. Throughout the term hereof, Tenant shall keep and maintain the Premises (including, without limitation, all Improvements located therein, all Alterations made thereto, and all fixtures installed therein) in good condition and repair and be responsible for all maintenance, repairs and replacements to the Premises, structural and nonstructural, ordinary or extraordinary, foreseen or unforeseen, including, but not limited to, all structural repairs and replacements to the foundation, exterior and/or load bearing walls, interior and exterior windows, roof, and, mechanical, electrical, plumbing, heating, ventilation and air conditioning and life safety systems (the "Systems") of the Premises, and including without limitation all landscaping, sidewalks, driveways, parking areas and other outdoor facilities or amenities contained in or about the Premises. Tenant shall make all such repairs and replacements as may be necessary to keep and maintain the Premises in a condition consistent with other buildings of similar use, age and construction located in the Lowell, Massachusetts trade area, and shall not defer any repairs, maintenance or replacements in anticipation of the expiration of the term. Tenant shall keep and maintain the Premises in a clean, safe, sanitary and tenantable condition in a manner compatible with its intended use, shall not permit any garbage, waste, refuse or dirt of any kind to accumulate in or about the Premises, shall keep all Systems in good working order and operating condition, shall keep all driveways, parking areas, entrances and pedestrian walkways in a reasonably safe condition (including reasonably free from snow and ice) and shall make any repairs, replacements or improvements which may be required by any laws, rules, regulations, ordinances or orders of any federal, state, local or other governmental authority having jurisdiction over the Premises. Tenant shall not cause deterioration (other than ordinary wear and tear), waste, damage or injury to the Premises. Landlord shall not be required to make any repairs, alterations, maintenance or replacements in or to the Premises.

7. Utilities. Throughout the term hereof, Tenant shall be responsible for and shall promptly pay as and when due all charges for heat, water, gas, electricity, telephone, sanitary sewer and other utilities used or consumed in, on or upon the Premises. Tenant shall at all times keep the Premises sufficiently heated so as to prevent freezing and deterioration thereof and/or of the equipment and facilities contained therein. Tenant shall be responsible for all utility connections.

8. Alterations.

(a) Except for any Tenant Work, which Tenant may complete without the need for Landlord's prior written approval under this Section 8 (but, in any event, subject to all of the other terms of this Lease applicable thereto), Tenant shall not make any alterations, additions or improvements on, to or about the Premises ("Alterations") except in accordance with this Section 8. Except as otherwise expressly set forth in Section 8(b) below, any Alterations shall at once be deemed a part of the realty and belong to Landlord. Subject to the conditions set forth in clauses (A) through (F) of this Section 8(a) below, as applicable, during the term of this Lease, except for any Tenant Work as aforesaid: (i) Tenant shall be permitted to make any interior, non-structural Alterations to the Building ("Permitted Non-Structural Alterations") without the prior written consent of Landlord; (ii) Tenant shall be permitted to make any Alterations to or affecting the interior structural elements or Systems of the Premises or any part thereof and to the extent such interior structural alterations necessitate structural Alterations to the exterior of the Building such changes shall be permitted ("Permitted Structural Alterations" and, together with any Permitted Non-Structural Alterations, "Permitted Alterations") without the prior written consent of Landlord provided that Tenant delivers to Landlord notice thereof at least thirty (30) days in advance of its making such Permitted Structural Alterations which notice shall include copies of Tenant's plans and specifications therefor; and (iii) Tenant shall not make any exterior Alterations that are not Permitted Alterations or any other Alterations that are not Permitted Alterations (as the case may be, "Other Alterations") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. During the term of this Lease, Tenant may install on the Premises such trade fixtures and equipment as Tenant deems necessary for its business activities; provided that the installation and use of all such trade fixtures and equipment shall be in compliance with any and all applicable governmental laws, rules, regulations and ordinances and if the installation of any such trade fixtures or equipment would require modification to the structural elements or Systems of the Premises or any part thereof then the same shall be deemed Permitted Structural Alterations. All such Alterations shall be completed in a good and workmanlike manner incorporating materials comparable to that which exist in the affected portions of the Premises and, in any event, in "good condition," and upon completion thereof Tenant shall deliver to Landlord copies of (x) any certificate of occupancy required by any governmental authorities to have been issued therefor and (y) plans and specifications prepared by a certified architect depicting such Alterations as installed. Minor decorations to the Premises, such as moveable partitions, carpeting, painting and wallpapering, shall not constitute Alterations. Notwithstanding anything to the contrary contained herein, all Alterations shall be subject to the following conditions:

- A. Tenant shall pay, or cause to be paid, the entire cost of the Alterations.
- B. With respect to any Permitted Structural Alteration or any Other Alteration that, in Landlord's reasonable judgment, would materially

adversely affect the value or the utility of the Premises, Tenant shall, at Landlord's election (a "Restoration Election"), either (as Landlord shall elect in its Restoration Election) (x) restore the affected area to the condition in which it existed prior to such Alteration or (y) otherwise remove the Alteration in a manner that leaves the Premises in a safe and secure, structurally sound, weather-tight and architecturally whole condition and in compliance with applicable law. A Restoration Election may be made at any time up until the later to occur of (i) one (1) year prior to the natural expiration of the term of this Lease or (ii) in the event of any early termination of this Lease within ten (10) days following the later to occur of (A) the date of such early termination or (B) not more than ten (10) days after Tenant shall have afforded Landlord all plans, specifications and other information and access reasonably requested by Landlord. Notwithstanding the foregoing sentence, Tenant may at any time request in writing that Landlord either make or decline to make a Restoration Election with respect to any particular proposed Alterations (prior to Tenant's making the same) and if Tenant makes such request and provides to Landlord all plans, specifications and other information and access reasonably requested by Landlord in order for Landlord to make a reasonably informed decision as to whether to make a Restoration Election then Landlord will, within 30 days after receiving all such information, inform Tenant in writing as to whether Landlord is making or declining to make such Restoration Election, with Landlord's failure to make such Restoration Election being deemed Landlord's having declined to make the same. If Landlord makes a Restoration Election, Tenant may then elect not to make the proposed Alterations, provided that if Tenant shall thereafter perform the Alterations then Tenant shall perform the restoration or removal work required therefor at its sole cost, which work shall be deemed Alterations to the extent applicable under the terms of this Section 8.

- C. Tenant shall keep the Premises free from and promptly remove any mechanic's liens and indemnify, defend, and hold Landlord harmless from any and all liability or expense of any kind and description (including reasonable attorneys' fees) which may arise out of or be connected in any way with Tenant's Alterations. Any mechanic's lien filed against the Premises or for Alterations or materials furnished to

Tenant shall be discharged by Tenant within thirty (30) days of Tenant becoming aware of its filing, at Tenant's sole expense, by payment or filing of a bond satisfactory to Landlord.

- D. Tenant shall hold Landlord harmless from all claims, losses, liabilities, damages, and expenses (including reasonable attorney's fees) resulting from any Alterations.
- E. Tenant shall obtain and pay for all necessary permits and approvals and shall comply with all applicable governmental requirements and insurance rating bureau recommendations, including complying with any rules and regulations related to the handling or removal of asbestos containing materials; and
- F. Tenant or Tenant's contractor's shall carry builder's risk insurance covering all Alterations, in form and amounts and with companies satisfactory to Landlord, naming Landlord and Mortgagee (as defined herein), if any, as an additional insured.

(a) Tenant shall remain the owner of all trade fixtures and equipment installed in the Premises, as well as those Alterations and fixtures (such fixtures, as distinguished from "trade fixtures" and "equipment," being herein referred to as "Permanent Fixtures") which are part of Tenant's business operations and functions conducted at the Premises (any such Alterations and Permanent Fixtures being, individually or collectively, "Business Installations"). Tenant shall be entitled to remove Business Installations at any time but at the expiration of the term of this Lease shall be obligated to remove any such Business Installations for which Landlord shall have made a Restoration Election in accordance with clause (B) of Section 8(a), subject to the requirements of Section 18 below. In any event, in connection with any removal of Business Installations Tenant shall (x) restore the affected area to the condition in which it existed prior to the initial installation thereof or (y) otherwise remove the same in a manner that leaves the Premises in a safe and secure, structurally sound, weather-tight and architecturally whole condition and in compliance with applicable law. Landlord hereby waives any and all rights it may have to any statutory, pre-judgment landlord's lien and/or rights of distraint on the Business Installations, as well as on any of Tenant's trade fixtures, equipment, goods, inventory and other personal property located within the Premises (collectively, "Tenant's Property"). If requested by Tenant's lender holding a lien on Tenant's Property ("Tenant's Lender"), Landlord shall promptly execute and deliver an instrument in form reasonably satisfactory to Tenant's Lender and Landlord, which form shall (i) provide for Landlord's consent to the Lender's lien on any of Tenant's Property ("Collateral"), (ii) provide for Landlord's subordination to the Lender's lien of any right to levy or distraint the Collateral (and confirming Landlord's subordination to the Lender's lien of any statutory lien on the Collateral) and (iii) afford

Tenant's Lender the opportunity to enter the Premises in order to remove the Collateral on reasonable terms and conditions (including without limitation, the condition that Tenant's Lender pay Landlord any per diem amounts due under Section 20 hereof with respect to any period of time in which the Collateral remains on the Premises after the termination of this Lease, restore any damage caused by such removal and otherwise remove such collateral in accordance with any requirements of clause (B) of Section 8(a) above or Section 18 below as are applicable to the particular Collateral, and indemnify Landlord from any damage or liability caused to Landlord by such entry and removal activities including reasonable attorneys' fees incurred by Landlord in connection therewith.

9. Insurance and Indemnity.

(a) Liability Insurance. Tenant shall, at Tenant's sole expense, during the entire term hereof, keep in full force and effect a policy of commercial general liability insurance with respect to the Premises, and the business operated by Tenant in the Premises, in which the primary coverage per accident or occurrence is not less than \$1,000,000.00 of primary combined single limit and the umbrella coverage per accident or occurrence is not less than \$15,000,000.00 in the aggregate. Each such policy shall name Landlord and any Mortgagee as an additional insured.

(b) Property Insurance. Tenant shall, at Tenant's sole expense, during the entire term hereof, keep in full force and effect a policy of special form property insurance against fire, vandalism, malicious mischief, and such other hazards as are from time to time included in a ISO Special Form Causes of Loss form or its equivalent, insuring the Premises in an amount equal to the full replacement value of the Improvements (with an agreed amount endorsement, or no coinsurance form), and all Tenant's Property, in an amount equal to the full replacement value thereof. Each such policy shall name any Mortgagee as "mortgagee" and as an additional loss payee together with Tenant.

(c) Contractors' Insurance. At all times when any work is in process in connection with the performance of any Alterations, Tenant shall require all contractors and subcontractors to maintain the following insurance:

- (i) Commercial general liability insurance in the amount of One Million (\$1,000,000.00) Dollars insuring Landlord and Mortgagee, if any, as additional insureds;
- (ii) the insurance required under clause (F) of Section 8(a) above;
- (iii) Worker's Compensation, as required by law; and
- (iv) Automobile liability insurance, including but not limited to, passenger liability, on all owned, non-owned and hired vehicles in

connection with the Premises, with a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage.

(d) Requirements. The policies required under this Article 9 may be furnished by Tenant under any blanket policy carried by it (provided the minimum limits set forth above are applicable to the Premises) or under a separate policy therefor. The insurance shall be with carriers with a Best Insurance rating of "A-" or better and a financial size rating of "VIII" or better and qualified to do business in the Commonwealth of Massachusetts. Certificates of the insurers, on the ACORD standard or equivalent forms, evidencing the maintenance of such insurance policies shall be delivered to Landlord prior to commencement of the term of this Lease and, upon renewals, not less than ten (10) days prior to the expiration of a coverage period. At any time during which Tenant satisfies the Financial Prerequisite, Tenant may self-retain any losses up to a maximum amount determined appropriate by Tenant. At any time after the third (3rd) year of the term of this Lease, any minimum dollar coverage requirements set forth herein shall be subject to increase to levels customarily required by landlords of similar properties in eastern Massachusetts, upon Landlord's election by notice to Tenant therefor given from time to time (but not more than once in any given period of three (3) years). Prior to the last two (2) years of the term of this Lease, Tenant alone will be entitled to adjust any losses and to receive insurance proceeds (provided that Tenant shall keep Landlord reasonably apprised of, and afford Landlord the reasonable opportunity to advise and consult in, but with no approval authority over the adjustment process) but in any event, to the extent necessary, Tenant shall use such proceeds for purposes of complying with any Tenant's repair, restoration and rebuilding obligations hereunder. Notwithstanding the foregoing, if at any time Tenant does not satisfy the Financial Prerequisite then such proceeds shall not be received by Tenant but, rather, shall be paid to the first priority Mortgagee or, if there is no Mortgagee, a bank, trust company or institutional escrow agent reasonably satisfactory to the parties, to be disbursed for the foregoing purposes on terms and conditions reasonably required by Landlord or the first priority Mortgagee (which may include, without limitation, those that an institutional construction lender would customarily and reasonably require for disbursement of construction loan proceeds). During the last two (2) years of the term of this Lease, Landlord alone will be entitled to adjust any losses and to receive insurance proceeds (provided that Landlord shall keep Tenant reasonably apprised of, and afford Tenant the reasonable opportunity to advise and consult in, but with no approval authority over the adjustment process) but in any event Landlord shall make such proceeds timely available to Tenant for purposes of Tenant's complying with its repair, restoration and rebuilding obligations hereunder on terms and conditions reasonably imposed by Landlord or any first priority Mortgagee (which may include, without limitation, those that an institutional construction lender would customarily and reasonably require for disbursement of construction loan proceeds).

(e) Tenant's Indemnity. Tenant shall defend, indemnify and save Landlord harmless against and from any and all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees), arising out of (a) Tenant's use or occupancy of the Premises or the occurrence of any nuisance on the Property, (b) the conduct or management of the business conducted by Tenant or any subtenant or other occupant in the Premises, (c) any breach or default on the part of the Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to the terms of this Lease, and (d) any act or negligence of Tenant, its agents, contractors, servants, guests, employees, subtenants, concessionaires or licensees on or in the Premises or its appurtenances. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend such action or proceeding which is brought against Landlord by reason of any such claim. Tenant, upon notice from Landlord, covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord, provided that Landlord hereby approves any such counsel reasonably appointed by Tenant's insurance company.

(f) Subrogation. Tenant and Landlord hereby release each other and its or their respective officers, directors, employees and agents from any and all liability or responsibility (or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property covered by insurance required maintained by the said party and shall maintain insurance policies requiring such release.

(g) Landlord's Indemnity. Landlord shall defend, indemnify and save Tenant harmless from and against any and all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of (a) any breach or default on the part of the Landlord in the performance of any covenant or agreement on the part of the Landlord to be performed pursuant to the terms of this Lease, and (b) any negligence of Landlord, its agents, contractors, servants, guests, employees, tenants (other than Tenant), concessionaires or licensees on or about the Premises. In case any action or proceeding is brought against Tenant by reason of any such claim, Landlord, upon notice from Tenant, shall defend such action or proceeding which is brought against Tenant by reason of any such claim. Landlord, upon notice from Tenant, covenants to defend such action or proceeding by counsel reasonably satisfactory to Tenant, provided that Tenant hereby approves any such counsel reasonably appointed by Landlord's insurance company.

10. Damage or Destruction.

(a) If during the term of this Lease the Premises, or any portion thereof, are destroyed or damaged by fire, explosion, or any other event whatsoever (a "casualty"), then Tenant shall, as soon as practicable (after receipt of insurance proceeds, but only if and to the extent that (i) Tenant shall have been required hereunder to insure the same, (ii) Tenant shall have in fact maintained such insurance as required hereunder and (iii) Tenant shall have proceeded to adjust the

insured loss diligently and in good faith), repair, restore, and rebuild the Premises to a condition substantially equivalent to that existing prior to such casualty, and shall do so each time and as often as any portion of the Premises shall be destroyed or damaged, regardless of whether such casualty is covered by any insurance policy maintained by Tenant. Except as expressly provided in Section 10(b), below, no damage or destruction of any building or any of the fixtures or other property therein shall be grounds for the termination of this Lease or relieve the Tenant from any obligation created or imposed by virtue of this Lease; any laws of the state in which the Premises is located to the contrary notwithstanding, including, but without limiting the generality of the foregoing, Tenant's obligation to make payment of the rent and all other charges on the part of the Tenant to be paid, and the Tenant's obligation to perform all other covenants and agreements on the part of the Tenant to be performed.

(b) Notwithstanding anything contained in this Lease to the contrary, if Improvements, the replacement value of which shall exceed 50% or more of the replacement value of all Improvements at the Premises are damaged or destroyed by fire or other casualty during the last two (2) years of the term hereof and if, in Tenant's reasonable opinion supported by the written opinion of third party experts ("Third Party Reports"), it will reasonably take more than 270 days from the date of adjustment of the loss with the insurance carrier to restore the Improvements to their condition immediately prior to such casualty, then Landlord and Tenant each shall have the right to terminate this Lease by giving the other party written notice of such termination within ninety (90) days after the date of such damage or destruction, specifying a termination date of a least one hundred twenty (120) days after the date of such notice of termination. Notwithstanding anything to the contrary contained herein, Tenant's termination right under this Section 10(b) is expressly conditioned on Tenant's giving Landlord notice, within thirty (30) days of the casualty, that Tenant intends on producing the Third Party Report and in fact produces the Third Party Report within sixty (60) days of the fire or other casualty. If this Lease is terminated as aforesaid, Tenant shall pay or cause to be paid to Landlord on or prior to the date of termination, insurance proceeds or a direct payment from Tenant or any combination of the two, in an aggregate amount equal to (i) the proceeds of all insurance maintained by Tenant hereunder covering such loss plus (ii) any deductible or other self-retained amount covering such loss, plus (iii) any remaining amount necessary so that Landlord shall have received in full the reasonably estimated cost to repair, restore and rebuild the Improvements to their condition immediately prior to such casualty. Upon such payment and termination, Tenant shall have no further liability to Landlord except for any terms and conditions that expressly survive the termination of this Lease.

11. Public Taking.

(a) If all or substantially all of the Premises shall be sold to or taken by any public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority, and the rental payable

hereunder shall be apportioned accordingly. Upon any taking of less than substantially all of the Premises, this Lease shall continue in force as to the part of the Premises not taken. In the event of any such partial taking, Tenant, at Tenant's sole cost except as otherwise provided herein, shall, upon the availability of the funds therefor to Tenant as hereinafter provided (and subject to the effect of such taking), diligently rebuild or restore the remainder of the Premises to the condition in which they existed at the time of such taking. Except as herein specifically provided otherwise, all damages awarded by or amounts paid by the acquiring authority for any such taking, whether for the whole or a part of the Premises, shall belong to and be the property of Landlord; provided that Tenant shall have the right to make its separate claim for compensation for any loss or damage it suffers to its trade fixtures and for statutory relocation expenses. In the event of a partial taking any proceeds received by Landlord shall first be applied to reimburse Tenant for the costs of rebuilding or restoring the Premises to its condition at the time of taking (subject to the effect of such taking) on reasonable terms and conditions (which may include, without limitation, those that an institutional construction lender would customarily and reasonably require for disbursement of construction loan proceeds). Notwithstanding the foregoing, Tenant shall not be required to complete any restoration under this Section 11 the cost of which exceeds the funds made available to Tenant therefor as provided hereunder.

(b) Notwithstanding anything contained in this Lease to the contrary, (i) if more than fifty percent (50%) of the gross building floor area of the Premises are taken during the last year of the term of this Lease, or (ii) such lesser amount that would prevent the Tenant from operating the Tenant's business as operated in the ordinary course prior to such taking, or (iii) if access is taken such that the Premises no longer have reasonable vehicular and/or pedestrian access, or (iv) if the parking areas of the Premises are taken such that the remaining available parking does not meet the legal requirements therefor, then in any such event or events, Landlord and Tenant each shall have the right to terminate this Lease by giving to the other written notice of such termination within thirty (30) days after the date of such taking, specifying a termination date of at least sixty (60) days and not more than ninety (90) days after the date of notice of termination. Failure to give notice of termination within such thirty (30) day period shall be deemed to be a waiver of such right of termination. Notwithstanding the foregoing, a termination right made under clause (iv) hereof shall only be effective after Landlord has been given a reasonable opportunity (not to exceed sixty (60) days after the date of such taking) to replicate the parking at an offsite location reasonably acceptable to Tenant in Tenant's business judgment.

(c) In the event of a condemnation which does not result in a termination of this Lease then in that event the Base Rent payable hereunder and any other item in this Lease which is based upon the relative size of the Premises (including but not limited to the size of the Leased Parcel and the Improvements) shall be adjusted and decreased on a pro rata basis from and after the date of taking.

12. Assignment and Subletting.

(a) Except as otherwise expressly provided herein, Tenant shall have no right to assign or transfer this Lease, sublet all or any part of the Premises, grant a mortgage on Tenant's leasehold interest under this Lease or otherwise hypothecate any interest of Tenant hereunder, or grant a license or other use or occupancy right to any other person or entity to use all or any part of the Premises, whether voluntarily, involuntarily or by operation of law or whether directly or indirectly (any of the foregoing being a "Transfer"), in each case without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may engage in any of the following transactions (each, a "Permitted Transfer") without the consent of the Landlord: (i) the sublease or assignment of Tenant's interest under this Lease (the "Tenant Interest") to any Tenant Affiliate; (ii) a sublease or assignment to any entity in connection with a public offering of stock by Tenant; or (iii) a transaction pursuant to which Tenant is merged or consolidated with any other entity or pursuant to which all or substantially all of Tenant's assets (including, without limitation, the Tenant Interest) are sold or transferred as a "going concern" and in a single transaction; provided, however, that in any such case (A) the Transfer shall be made in good faith and for a legitimate business purpose other than circumventing the restrictions on Transfer otherwise applicable under this Section 12, (B) except in the case of a Transfer under clause (i) immediately above, either (x) at the time of the proposed Transfer, each of Tenant and any applicable proposed transferee satisfy the Financial Prerequisite or (y) immediately following the Transfer the entity comprising Tenant shall have a Tangible Net Worth at least equal to that of Tenant as of the Effective Date (the "Original Net Worth") provided that commencing on the first day after the conclusion of the first twelve (12) full calendar months of the term, and then continuing annually thereafter on the one (1) year anniversary of such date, the Original Net Worth shall be deemed increased by 1.75% above the Original Net Worth in effect for the previous year, (C) Tenant shall have given Landlord at least fifteen (15) days' prior written notice of any intended Permitted Transfer (which notice shall contain information reasonably necessary for Landlord to conclude that Tenant's intended transaction qualifies as a Permitted Transfer), and (D) the Permitted Transfer shall be subject to all of the other terms and conditions of this Lease. For the purposes of this Lease, the entering into of any management agreement or any agreement in the nature thereof transferring control of the business operations of Tenant in the Premises as well as any substantial percentage of the profits and losses thereof to a person or entity other than Tenant, or otherwise having substantially the same effect, shall be treated for all purposes as a Transfer of this Lease and shall be governed by the provisions of this Section 12. As used herein:

"Financial Prerequisite" shall mean and be deemed to be satisfied with respect to any applicable Tenant Entity (as defined herein) if, at the applicable time (as the context shall provide for hereunder), the Tenant Entity is a US domiciled corporation for which either (i) the corporation's common stock is traded on a US public securities exchange with a market capitalization of Two

Billion dollars (\$2,000,000,000.00) or (ii) the corporation's Tangible Net Worth is at least Four Hundred Twenty Five Million dollars (\$425,000,000.00) (the "Minimum Net Worth"), provided that commencing on the first day after the conclusion of the first twelve (12) full calendar months of the term, and then continuing annually thereafter on the one (1) year anniversary of such date, the Minimum Net Worth shall be increased by 1.75% above the previous year's Minimum Net Worth;

"Tangible Net Worth" shall mean, with respect to any Tenant Entity, the excess of the Tenant Entity's total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("GAAP"), but excluding, however, from the determination of total assets all assets that would be classified as intangible assets under GAAP (including without limitation goodwill, licenses, patents, trademarks, trade names, copyrights, and franchises);

"Tenant Affiliate" shall mean any entity which controls, is controlled by, or is under common control with Tenant; and

"Tenant Entity" shall mean the holder of the Tenant's interest under this Lease at any given time (or, in the context specifically provided for in Section 12(a), its transferee).

(b) In the event Tenant desires to enter into a Transfer which requires Landlord's consent, Tenant shall notify Landlord in writing at least thirty (30) days in advance of the proposed effective date of Transfer (the "First Request") of Tenant's intent to so Transfer, the proposed effective date of such Transfer and the terms and conditions of the Transfer including all rent and other consideration to be paid by the proposed transferee ("Transfer Information"), and shall request in such notification that Landlord consent thereto. Landlord shall respond to the First Request within ten (10) business days of its receipt thereof (including its receipt of all Transfer Information required to be included therein). If Landlord denies the First Request the response shall set forth the reasons therefor, which may include, in Landlord's sole discretion, a request for additional reasonable Transfer Information. If Landlord responds to the First Request by denying its consent or if Landlord fails to timely respond to the First Request, Tenant may send Landlord an additional request (the "Second Request"), which Second Request shall contain any and all additional reasonable Transfer Information requested by Landlord pursuant to its response to the First Request. Failure of Landlord to respond to the Second Request within ten (10) business days of Landlord's receipt thereof shall constitute approval of the Second Request. In any event, upon request, Tenant shall promptly provide Landlord with all additional information relating to any proposed Transfer as may be reasonably requested by Landlord. If Landlord consents in writing to a Transfer, such consent shall be deemed conditioned upon Tenant's compliance with the provisions of Section 12(c) below within ninety (90) days of Landlord's consent (or any shorter period as may be applicable as set forth in Section 12(c)) and the failure to so comply in a timely manner shall be deemed to give Landlord reasonable cause for withholding or withdrawing its consent.

(c) (i) Except for a Permitted Transfer, the Transfer must be, in the case of a sublease, a commercially leasable space and, in the case of an assignment, a transfer to the transferee of all of Tenant's rights in and interests under this Lease.

(ii) At the time of such Transfer, this Lease must be in full force and effect without any Event of Default existing.

(iii) The transferee shall unconditionally assume in the case of an assignment, by written recordable instrument, the due performance of all of the obligations of the Tenant under this Lease, including any accrued obligations at the time of the assignment.

(iv) A copy of the Transfer instrument and the original assumption agreement under clause (iii) above fully executed and acknowledged by the transferee, shall be delivered to Landlord within ten (10) days from the effective date of such Transfer.

(v) Such Transfer shall be upon and subject to all the provisions, terms, covenants and conditions of this Lease including but without limitation all use restrictions and restrictions on Transfer hereunder and Tenant (and any transferees of this Lease or guarantors of Tenant's obligations hereunder) shall continue to be and remain primarily and unconditionally liable hereunder.

(vi) Except for a Permitted Transfer, Tenant shall, within ten (10) days of Landlord's billing Tenant therefor, reimburse Landlord for Landlord's reasonable attorneys' fees for examination of and/or preparation of any documents in connection with such assignment or subletting not in excess of \$3,000.00 (the "Transfer Fee") in connection with any single assignment or subletting request, provided that commencing on the first day after the conclusion of the first twelve (12) full calendar months of the term, and then continuing annually thereafter on the one (1) year anniversary of such date, the Transfer Fee shall be increased by 1.75% above the previous year's Transfer Fee.

(d) In the case of any assignment or sublet requiring Landlord's consent as set forth above, Tenant will pay to Landlord, within thirty (30) days following Tenant's receipt thereof, 50% of:

(i) in the case of an assignment, (A) all consideration paid to and received by Tenant by the assignee with respect to the value of the leasehold and leasehold improvements in excess of the unamortized cost thereof (but not including any value attributable to Tenant's furniture, trade fixtures, equipment, inventory, other personal property, or for good will or other intangible assets), less (B) all costs actually paid by Tenant in order to consummate such assignment, including but not limited to free rent, brokerage fees, improvement costs, moving costs and attorneys' fees (provided that if any of such costs were paid to an affiliate of Tenant then those

costs shall only be deducted to the extent that they do not exceed what such costs would have been had they been paid to an unaffiliated party on an arm's-length basis); and

(ii) in the case of a sublease, (A) all rents, additional charges or other consideration received by Tenant during the term of the sublease, plus (B) any consideration received by Tenant for leasehold improvements in excess of their unamortized cost (but not including any value attributable to Tenant's furniture, trade fixtures, equipment, inventory, other personal property, or for good will or other intangible assets), less (C) the sum of all Base Rent and additional rent thereafter incurred by Tenant under this Lease (or a pro rata portion thereof in connection with a partial sublet, to the extent allowed by Landlord), and less (D) all costs actually paid by Tenant in order to consummate such sublet, including but not limited to brokerage fees, free rent, improvement costs, moving costs and attorneys' fees (provided that if any of such costs were paid to a Tenant Affiliate then those costs shall only be deducted to the extent that they do not exceed what such costs would have been had they been paid to an unaffiliated party on an arm's-length basis).

(e) Any purported Transfer made without full compliance with the provisions of this Section 12 shall, at Landlord's election, be void and shall confer no rights upon any third person. If without conformance to the above process this Lease or the Premises or any part thereof shall be transferred or the Premises occupied by anybody other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Base Rent and additional rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of the foregoing covenant, or an acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from full performance hereunder. Except as otherwise expressly provided in Section 12(g), Tenant shall remain primarily liable for all of the obligations of the Tenant hereunder notwithstanding any assignment by Tenant of any of its rights or interests hereunder. Each assignee shall be subject to all of the terms and conditions of this Lease, including all restrictions on Transfer. Each sublease shall be subordinate to the terms and conditions of this Lease, and any Transfer or attempted Transfer by any subtenant with respect to its right, title or interest under the sublease shall be deemed a Transfer or attempted Transfer under this Lease. No act or conduct by the Landlord other than its express written consent shall constitute its consent or waiver of its consent rights with respect to a particular Transfer. No Transfer or consent to Transfer will operate to waive Landlord's rights with respect to any future Transfer.

(f) Notwithstanding anything in this Lease to the contrary, Tenant may from time to time, subject to all of the provisions of the Lease, permit portions of the Premises to be used under so-called "desk sharing" arrangements by Tenant Related Parties (each such desk or office space user, a "Desk Space User"); provided, that (A) each Desk Space User shall use the Premises in accordance with all of the provisions of this Lease, and only for the use expressly permitted pursuant to this Lease, (B) in no event shall the use of any portion of the Premises by a Desk Space

User create or be deemed to create any right, title or interest of such Desk Space User in any portion of the Premises or under this Lease or any other tenancy or occupancy rights whatsoever, (C) such “desk sharing” arrangement shall terminate automatically upon the termination of the Lease, and (D) Tenant shall receive no rent or other payment or consideration for the use of any space in the Premises by any Desk Space User in excess of an allocable share of the rent payable by Tenant under the Lease. As used herein, “Tenant Related Party” shall mean any persons or entities with whom Tenant has an ongoing business relationship other than as tenants or occupants of the Premises (such as, by way of example, Tenant’s auditors, Tenant’s clients and Tenant’s joint venturers).

(a) Any assignment of this Lease made by Tenant with the consent of Landlord and otherwise in compliance with the requirements of this Section 12 shall act to automatically relieve Tenant of any further responsibility to Landlord pursuant to this Lease from and after the effective date of such assignment; provided, however, that (i) at least ten (10) full years of term have occurred and (ii) Tenant provides Landlord with reasonable evidence demonstrating that the assignee Tenant Entity meets the Financial Prerequisite at the time of the proposed assignment.

13. Subordination, Non-Disturbance and Attornment. Tenant agrees that this Lease is and shall be and remain subordinate to the interests of any holder (a “Mortgagee”) of any present or future mortgage, deed of trust, ground lease or master lease upon all or any part of the Premises (each, a “Superior Instrument”), irrespective of the time of execution or time of recording of any such Superior Instrument, and to all renewals, extensions thereof, modifications or amendments thereto or advances thereunder, as applicable. Upon the request of Landlord or any Mortgagee, Tenant shall enter into an attornment agreement with such Mortgagee in the customary form reasonably required by such Mortgagee. Notwithstanding the foregoing, Tenant’s subordination to any Superior Instrument shall not be effective until such time as Tenant and the Mortgagee shall have entered in a Subordination, Non-Disturbance and Attornment Agreement in the form of EXHIBIT C annexed hereto and made a part hereof or in another reasonable and customary form (an “SNDA”). Notwithstanding the foregoing or anything to the contrary contained herein, at the request in writing of any Mortgagee, this Lease shall be deemed superior to its Superior Instrument, whether this Lease was executed before or after such Superior Instrument, and Tenant shall execute such documents in recordable form as the Mortgagee shall request. Notwithstanding the foregoing, on the Commencement Date, Landlord shall deliver to Tenant an SNDA executed by any Mortgagee at the time thereof.

14. Default.

(a) Default/Remedies. If (a) default be made in the payment of Base Rent or any additional rent payable hereunder by Tenant, and such default shall continue for ten (10) days after written notice of default is delivered to Tenant in accordance with Section 17, or (b) default be made in any of the other covenants or conditions herein contained on the part of Tenant and such

default shall continue for thirty (30) days after written notice thereof shall have been given to Tenant in accordance with Section 17 (except that such thirty (30) day period shall be automatically extended for such additional period of time as is reasonably necessary to cure such default if such default cannot be cured within such first 30 day period and provided Tenant commences the process of curing such default within said first 30 day period and continuously and diligently pursues such cure to completion), or (c) except as otherwise permitted by this Lease, a Transfer is made without the prior written consent of Landlord, or (d) Tenant shall become insolvent or bankrupt or make an assignment for the benefit of creditors, or (e) a receiver or trustee of Tenant's or guarantor's property shall be appointed and such receiver or trustee, as the case may be, shall not be discharged within 90 days after such appointment, or (f) Tenant shall be dissolved or liquidated or proceedings shall have been commenced to dissolve or liquidate, or (g) Tenant shall abandon the Premises and cease to pay rent, or (h) any of the insurance required to be maintained under Section 9 shall not be in force and effect, the occurrence of any such event in the forgoing clauses (a) through (h) being an "Event of Default," then, in any such case, Landlord may, upon ten (10) days prior notice to Tenant, terminate Tenant's tenancy and recover possession of and reenter the Premises without accepting a surrender of the Premises or affecting Tenant's liability for past rent and other charges due or future rent and other charges to accrue hereunder. In the event of any such default, Landlord shall be entitled to recover from Tenant, in addition to rent and additional rent, all other damages sustained by Landlord proximately caused by the breach of this Lease, including, but not limited to, the costs, expenses and reasonable attorney fees incurred by Landlord in enforcing the terms and provisions hereof and in reentering and recovering possession of the Premises and for the cost of repairs, alterations and brokerage and reasonable attorney fees connected with the reletting of the Premises. As an alternative, at the election of Landlord, Landlord shall have the right to accept a surrender of the Premises (without the need for any affirmative act or acquiescence by Tenant), without any further rights or obligations on the part of Landlord or Tenant (other than Tenant's obligation for rent and other charges due and owing through the date of acceptance of surrender), so that Landlord may relet the Premises without any right on the part of Tenant to any credit or payment resulting from any reletting of the Premises. Alternatively, at the option of the Landlord, in the event Tenant's tenancy is so terminated, Landlord may recover forthwith against Tenant as damages for loss of the bargain and not as a penalty an aggregate sum, which at the time of such termination of Tenant's tenancy, represents the amount of the excess, if any, of the value of the whole balance of Base Rent, charges and all other sums payable hereunder for the entire balance of the term of this Lease herein reserved or agreed to be paid by Tenant, over the then current fair market rental value of the Premises, such difference to be discounted to present value at a rate equal to two (2) points above the Federal Reserve Bank's discount rate then in effect. In case of a default under this Lease, Landlord may, in addition to terminating Tenant's tenancy and/or accepting a surrender, or in lieu thereof, pursue such other legal or equitable remedy or combination of remedies and recover such other damages for breach of tenancy and/or contract as available at law or otherwise. All of the remedies available

to Landlord under this Lease shall be cumulative and may be exercised by Landlord in any order or combination that Landlord shall require.

(b) Landlord's Right to Cure. All covenants and agreements to be performed by the Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of rent. If the Tenant shall fail to pay any sum of money required to be paid by it hereunder, other than rent, or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue for 30 days after notice thereof by the Landlord, the Landlord may, but shall not be obligated to, cure such default, without waiving or releasing the Tenant from any other default by Tenant under this Lease. All sums so paid by the Landlord and all necessary incidental costs (including reasonable attorney's fees) incurred by Landlord in enforcing any of the terms, covenants or conditions of this Lease, or curing any default or in suing for or obtaining relief by reason of a breach thereof, together with interest on all of the foregoing at the rate set forth below from the date of payment or incurring by the Landlord, shall be payable as additional rent to the Landlord on demand. Landlord shall have, in addition to any other right or remedy of the Landlord, the same rights and remedies in the event of the nonpayment thereof by the Tenant as in the case of default by the Tenant in the payment of rent.

(c) Waivers. A waiver by Landlord or by Tenant of a breach or default by the other party under the terms and conditions of this Lease shall not be construed to be a waiver of any subsequent breach or default nor of any other term or condition of this Lease, and the failure of the non-defaulting party to assert any breach or to declare a default by the defaulting party shall not be construed to constitute a waiver thereof so long as such breach or default continues unremedied. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord and/or Tenant, unless such waiver be in writing signed by the waiving party.

(d) Landlord's Default. Landlord shall not be deemed to be in default hereunder unless such default shall remain uncured for more than thirty (30) days following written notice from Tenant specifying the nature of such default, or such longer period as may be reasonably required to correct such default. In no event whatsoever shall Landlord be liable hereunder for any consequential, special punitive or any indirect damages notwithstanding anything to the contrary set forth in this Lease. In the event Landlord defaults under the terms of this Lease Tenant may, subject to the express terms of this Lease, exercise any right or remedy available to Tenant at law or in equity on account thereof.

(e) Limit on Tenant Liability. In no event shall Tenant be liable for any indirect or consequential damages of Landlord or any other party as a result of any event of default hereunder or for any other action or inaction of the Tenant in connection with this Lease. In no event shall the members, managers, officers, directors, agents, partners, principals, employees and/or shareholders of Tenant have any liability whatsoever for any damages and/or liability under this

Lease and the Landlord will look solely to the Tenant for the recovery of any damages or otherwise under any terms, covenants or conditions contained in this Lease. Landlord hereby waives any statutory or common law lien or right of distraint against any and all of Tenant's customer files and business records.

15. Costs and Attorney Fees. Should either party hereto commence any legal action (excepting any Arbitration, as defined herein) against the other to enforce any obligation under this Lease, the prevailing party (as determined in such action) shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs and expenses incurred in contesting such dispute.

16. Interest. Any amount due from Landlord or Tenant to the other hereunder which is not paid when due, or with respect to any other amount for which this Lease specifically calls for the payment of interest, shall bear interest at an annual rate equal to 4% per annum in excess of the prime rate of interest published from time to time in the Wall Street Journal-Eastern Edition (but in no event shall such rate of interest exceed the maximum rate of interest permitted to be charged by law) from the date due until paid, compounded monthly, but the payment of such interest shall not excuse or cure any default by Landlord or Tenant under this Lease.

17. Notices. All notices and demands by any party to any other shall be given in writing and either personally served or sent by a nationally recognized overnight courier, requiring proof of delivery, or by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord: CPI 100 Chelmsford, LLC;
CPI 144 Chelmsford, LLC
c/o Calare Properties, Inc.
43 Broad Street
Hudson, MA 01749
Attn: William Manley
E-mail: wmanley@calare.com

with a copy to: Brown Rudnick LLP
One Financial Center
Boston, MA 02111
Attention: Nathaniel H. Amendola, Esq. & Thomas J.
Phillips, Esq.
Telephone: (617) 856-8574 (Amendola);
(617) 856-8383 (Phillips)
Email: namendola@brownrudnick.com;
tphillips@brownrudnick.com

To Tenant: MACOM Technology Solutions Holdings Inc.
100 Chelmsford Street
Lowell, MA 01851
Attention: Wayne Goddard, Director of Facilities
Telephone: (978) 656-2993
Email: Wayne.Goddard@macom.com

with a copy to: MACOM Technology Solutions Holdings Inc.
100 Chelmsford Street
Lowell, MA 01851
Attention: J. Rame, Sr. Corporate Attorney
Telephone: (978) 656-2656
Email: james.rame@macom.com

Scarinci Hollenbeck
1100 Valley Brook Avenue
Lyndhurst, NJ 07071
Attention: Victor E. Kinon, Esq.
Telephone: (201) 896-4100
Email: vkinon@sh-law.com

Any party may, upon prior notice to the others, specify a different address for the giving of notice. Notices shall be effective on the date of personal service or one day after sending if sent by overnight courier or two (2) Business Days after sending if sent by certified mail, return receipt requested. As used herein, "Business Day," shall mean any day other than a Saturday, Sunday or

holiday recognized by banks in Massachusetts. Either party (a “receiving party”) may herein, or by notice to the other party (a “sending party”), request that “courtesy copies” of any notice given by the sending party to the receiving party (“courtesy copies”) also be sent to the receiving party by email at the email addresses provided for herein (or at a future email address as shall be designated by notice given in accordance with this Section 17). In the event of such a request, the sending party shall endeavor to send courtesy copies as so requested; provided, however, that under no circumstances hereunder shall any notice be deemed ineffective, nor shall the sending party have any liability to the receiving party, on account of the sending party’s failure to send (for whatever reason) or the receiving party’s failure to receive (for whatever reason), any courtesy copies, notwithstanding anything to the contrary contained herein. Notice by telephone shall not suffice as a means for giving notice hereunder, the provision of any telephone numbers hereinabove being for the parties’ convenience only.

18. Termination. Upon the termination of this Lease, by expiration or otherwise, Tenant shall surrender the Premises, including without limitation (i) all Improvements located therein (except as otherwise expressly provided in clause (ii) below) and (ii) all Alterations made thereto and Permanent Fixtures installed therein (except for any Business Installations removed in accordance with Section 8(b)), to Landlord in vacant condition, free from all tenants and occupants, broom clean, free of all trash and debris and otherwise in the same good order, condition and repair in which Tenant is obligated to keep, repair, and maintain the Premises throughout the term, excepting only ordinary wear and tear and damage from casualty or condemnation that Tenant is not responsible for the repair or restoration of to the extent (if any) expressly provided hereunder. All moveable furnishings, trade fixtures and other equipment and personal property owned by Tenant, whether or not attached to the Improvements, shall be removed from the Premises by Tenant, at Tenant’s sole expense, by no later than the date of termination, and Tenant shall repair any and all damage caused by such removal. In the event Tenant fails so to remove any thereof or fails to repair any such damage to the Premises or the Property, or in the event that Tenant fails to perform any restoration or removal as may be required under clause (B) of Section 8(a) above, Landlord may do so and Tenant shall reimburse Landlord for the cost of such restoration, removal and repair upon demand. In any event, any trade fixtures, equipment, furniture and other personal property of Tenant which remain in the Premises following the expiration or earlier termination of the term, at the Landlord’s option, shall be deemed abandoned by Tenant and may thereafter be removed and stored at the cost of the Tenant or retained as the property of the Landlord or sold or otherwise disposed of by the Landlord, in any such case without any liability to or recourse by the Tenant or anyone claiming by, through or under the Tenant.

19. Quiet Enjoyment. So long as Tenant shall duly and punctually perform and observe all of its obligations under this Lease, Tenant shall peaceably and quietly enjoy the Premises free from hindrance by Landlord or any party claiming by, through or under Landlord, subject, however, to zoning laws and ordinances, all matters set forth in **EXHIBIT D** attached hereto (the “Permitted Encumbrances”), the REA (as defined herein) and any Project Documents (as defined herein).

20. Holding Over . If Tenant remains in the Premises beyond the expiration of the term of this Lease or the earlier termination thereof (as the case may be, " Lease Termination "), such holding over shall not be deemed to create any tenancy at will, but Tenant shall be a tenant at sufferance only, subject to all of Tenant's obligations set forth herein except that Base Rent shall be payable for Tenant's use and occupancy at a daily rate as follows: (i) for first 60 days following Lease Termination, one hundred fifty percent (150%) of the Base Rent otherwise provided for herein; (ii) for the 61st day through the 120th day following Lease Termination, one hundred seventy five percent (175%) of the Base Rent otherwise provided for herein; and (iii) from and after the 121st day following Lease Termination, two hundred percent (200%) of the Base Rent otherwise provided for herein. The acceptance of a purported rent check following termination shall not constitute the creation of a tenancy at will, it being agreed that Tenant's status shall remain that of a tenant at sufferance, at the aforesaid daily rate. Any reference in this Lease to Tenant's obligations continuing during the period of any holdover shall not be deemed to grant Tenant the right to a holdover or imply Landlord's consent to any such holdover. In addition, should Tenant remain in the Premises as a holdover Tenant in excess of sixty (60) days beyond Lease Termination, Tenant shall indemnify Landlord for, from, and against all costs, claims, liabilities and damages arising from or in any manner related to any such holdover including, without limitation, damages payable to the subsequent tenant or related to the loss of a tenant, notwithstanding anything to the contrary set forth elsewhere in this Lease.

21. Right of Entry . Landlord shall at all times, upon not less than 24 hours advance notice (except in the case of emergencies) and with due regard for Tenant's reasonable security concerns, have the right during Tenant's regular business hours to re-enter the Premises to inspect the same, to supply any service to be provided by Landlord to Tenant hereunder, to show the Premises to prospective purchasers, investors, mortgagees or (during the last two (2) years of the term) tenants and to post notices of non-responsibility provided that (i) such entry does not interfere with Tenant's business operations in the Premises, (ii) no repair, alterations or improvements shall reduce the size of the Premises other than in a de minimis fashion, and (iii) Landlord shall be responsible for any injury or damage occasioned to the Premises during such entry due to Landlord's and/or Landlord's employees, agents and/or contractors negligence or willful misconduct.

22. Estoppel Certificates . Landlord and Tenant each agree that at any time and from time to time upon not less than fifteen (15) days prior request of the other party, the party of whom the request is made shall execute, acknowledge and deliver to the requesting party a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, specifying the same), (b) the dates to which the rent and other charges have been paid, (c) that to the knowledge of the party supplying the certificate the other party is not in default under any provisions to this Lease (or if such party knows of any such default, specifying the same) and (d) such other matters as the requesting party or such party's mortgagee shall reasonably request; it being intended that any such statement may conclusively be relied upon by Landlord (if requested

by Landlord), Tenant (if requested by Tenant), any person proposing to acquire Tenant's or Landlord's interest in this Lease or any prospective mortgagee of or assignee of any mortgage upon Landlord's interest, as applicable. Any such certification shall be deemed to have been given for good and valuable consideration whether so stated or not.

23. Non-Liability of Landlord. Except to the extent occasioned by the negligence or willful misconduct of Landlord and/or Landlord's employees, agents, owners, contractors, managers, directors and/or licensees (each, a "Landlord Party"), but in all such cases subject to the provisions of Section 9(f), Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord, for any injury or damage to any person or property in or about the Premises resulting from the Premises, or any part thereof or any equipment thereof, becoming out of repair; flooding of basements or other areas; damages caused by sprinkling devices, air conditioning apparatus, snow, frost, water leakage, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures; any act or neglect of other tenants or occupants or employees in the Premises; or any other thing or circumstance whatsoever concerning the Premises, whether of a like nature or of a wholly different nature, to the fullest extent permitted by applicable law. All property in or about the Premises belonging to Tenant, its agents, employees or invitees shall be there at the risk of Tenant or other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof unless caused by the negligence or willful misconduct of Landlord (but in all cases subject to the provisions of Section 9(f)). If Landlord shall fail to perform any covenant or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, then such judgment shall be satisfied only out of the right, title and interest of Landlord in the Premises and out of rents or other income, insurance proceeds, condemnation proceeds, financing or refinancing and/or sale proceeds from the Premises receivable by Landlord and Landlord shall not be personally liable for any deficiency. In no event shall the members, managers, officers, directors, agents, partners, principals, employees and/or shareholders of Landlord have any liability whatsoever for any damages and/or liability under this Lease and, subject to all limitations on Landlord's liability contained herein, Tenant will look solely to Landlord for the recovery of any damages or otherwise under any terms, covenants or conditions contained in this Lease.

24. Transfer by Landlord. In the event of a sale or conveyance by Landlord of the Premises, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions herein contained which accrue after the date of transfer, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease, provided, further, that the transferee expressly agrees in writing to assume the Landlord's obligations under this Lease. This Lease shall not be affected by any such sale or conveyance, and Tenant agrees to attorn to the successor in interest of Landlord in and to this Lease, which successor in interest shall be obligated on this Lease only so long as it is the owner of Landlord's interest in and to this Lease.

25. No Liens. Except as expressly permitted elsewhere in this Lease without in each instance the prior written consent of Landlord, Tenant shall not directly or indirectly create or permit to be created or to remain, and will immediately discharge, any lien, encumbrance, or charge on, or pledge of, the Premises, or any part thereof, the interest of Tenant hereunder or therein, or the rent or other payments hereunder, other than: (a) this Lease; (b) any assignment, pledge, lien, encumbrance, charge, conditional sale, or title retention agreement affecting the Premises, resulting solely from (i) any action by Landlord or (ii) any liability or obligation of Landlord which Tenant is not obligated by this Lease to assume; (c) liens for Taxes not yet payable; or (d) liens of mechanics, materialmen, suppliers, or vendors, or rights thereto, incurred in the ordinary course of business for sums which under the terms of the related contracts are not yet due, provided that such reserve or other appropriate provision, if any, as may be required by generally accepted accounting principles shall have been made therefor. In amplification and not in limitation of the foregoing, Tenant shall not knowingly permit any portion of the Premises to be used by any person or persons or by the public, as such, at any time or times during the term of this Lease, in such manner as might tend to impair the title or interest of Landlord in the Premises, or any portion thereof, or in such manner as might make possible a claim or claims of adverse use, adverse possession, prescription, dedication, or other similar claims of, in, to, or with respect to the Premises, or any part thereof.

26. Net Lease. This Lease is intended to be and shall be an absolute “net, net, net” lease, and the rent and all other sums payable hereunder by Tenant (all of which shall be deemed to be additional rent) shall be paid without notice or demand and without set-off, counterclaim, abatement, suspension, deduction, or defense except to the extent (if any) otherwise expressly set forth in this Lease. As more particularly set forth herein, Tenant shall pay all Taxes, insurance premiums, maintenance, repair and replacement costs and expenses, utility charges and expenses, and all other costs and expenses, of whatever nature, relating in any way to the Premises and/or the operation thereof during the term of this Lease except as otherwise expressly provided in this Lease. In addition, this Lease shall continue in full force and effect and the obligations of Tenant hereunder shall not be released, discharged, diminished, or otherwise affected by reason of any damage to or destruction of the Premises, or any part or parts thereof; any partial taking; any restriction on or prevention of or interference with any use of the Premises, or any part or parts thereof, except to the extent otherwise expressly set forth in this Lease.

27. Environmental Covenants. Tenant shall not produce, use, store, or dispose of any toxic or hazardous chemicals, wastes, materials or substances, or any pollutants or contaminants, as those terms are defined in any applicable federal, state, local or other governmental law, statute, ordinance, code, rule or regulation (“Hazardous Substances”) at, in, on, under or from the Premises, except to the extent that such Hazardous Substances are used in or generated in the ordinary course of operating and maintaining Tenant’s business on the Premises and are produced, stored, used, or disposed of in accordance with all such laws, statutes, ordinances, codes, permits, rules and regulations which are applicable to the Premises or the Tenant (“Environmental Regulations”) and

except that certain non-friable asbestos in good condition or asbestos which has been encapsulated in accordance with applicable Environmental Regulations may remain on the Premises. Tenant shall not allow any Hazardous Substance to be emitted, discharged, released, spilled or deposited from, in or on the Premises during the term of this Lease as a result of the act or omission of Tenant or any Tenant Responsible Party. In addition, Tenant shall use commercially reasonable efforts to not allow any Hazardous Substance to be emitted, discharged, released, spilled or deposited from, in or on the Premises during the term of this Lease as a result of the act or omission of any parties other than Tenant or a Tenant Responsible Party. In the event of a release of Hazardous Substances during the term of this Lease (other than as allowed by Environmental Regulations), Tenant shall upon becoming aware of the same (a) report such release to the applicable governmental authority in accordance with applicable Environmental Regulations, and to Landlord within five (5) business days, (b) remove and remediate such release as required by Environmental Regulations and (c) promptly provide Landlord with any reports or other documentation related to its response to any such release, except that to the extent that any such release is caused by the negligence or willful act of a Landlord Party then Tenant's only obligation under this sentence is to notify Landlord thereof under clause (a). If at any time Tenant receives a notice of violation, order, information request or demand from an agency with jurisdiction over the Premises (as the case may be, an "NOV"), Tenant shall notify Landlord within thirty (30) days of receipt that such NOV has been received and Tenant shall respond to the NOV within the time period required by Environmental Regulations. During the term of this Lease, Tenant shall obtain and maintain, or register under, as applicable, all licenses and permits required by any Environmental Regulation. Tenant shall, in accordance with Environmental Regulations, maintain all safety data sheets with respect to Hazardous Substances stored or used by Tenant, and upon request by Landlord, Tenant shall promptly provide a copy of such safety data sheets to Landlord. Landlord upon at least twenty-four (24) hours prior written notice to Tenant shall have the right to enter the Premises to inspect the same for compliance with the provisions of this Section 27. Tenant agrees to indemnify Landlord against, and to hold Landlord harmless from, any and all claims, demands, judgments, fines, penalties, costs, damages and expenses, including court costs and reasonable attorneys, fees in any suit, action administrative proceeding or negotiations resulting therefrom, and including costs of investigation, remediation, clean-up and/or monitoring of the Premises and the environment ("Environmental Claims"), resulting from (i) the presence or release of any Hazardous Substances at the Premises that first occurs prior to the term of this Lease and resulted from the acts or omissions of Tenant or any Tenant Responsible Party (as the case may be, "Tenant Entities"), or (ii) the presence or release of any Hazardous Substances at the Premises that first occurs during the term of this Lease (including any holdover period) except to the extent caused by the negligence or willful act of a Landlord Party, in either case (i) or (ii) regardless of whether or not the release or presence of such Hazardous Substances is a result of a violation by Tenant or any Tenant Entities of this Section 27 or of any Environmental Regulation, to the fullest extent permitted by applicable law. Notwithstanding the foregoing, Landlord shall defend, indemnify and hold harmless the Tenant and

any Tenant Entities from any Environmental Claims to the extent resulting from the negligence or willful act of Landlord and/or its agents, employees, contractors, vendors, and invitees including but not limited to any exacerbation of any existing conditions caused by the negligence or willful act of Landlord and/or its employees, contractors, vendors and invitees (as the case may be, "Landlord Entities"). The parties acknowledge that Tenant or one or more Tenant Responsible Parties have been in possession or control of the Leased Parcel prior to Effective Date and that under no circumstances whatsoever shall Landlord have any liability to Tenant on account of any condition existing on or about the Leased Parcel on the Effective Date or otherwise existing due to the act or omission of Tenant or any Tenant Responsible Parties. As used herein, "Tenant Responsible Party," shall mean, with respect to Tenant, any present or former officer, director, stockholder, member, manager, partner, affiliate, parent or subsidiary (whether direct or indirect), agent, employee, contractor, vendor, invitee, subtenant, licensee or other party for whose conduct Tenant may be legally responsible. Tenant's and Landlord's obligations and liabilities under this Section 27 shall survive the termination of this Lease.

28. Representations.

(a) Landlord represents and warrants to Tenant as of the Effective Date that (i) Landlord has the power and authority to execute and deliver this Lease and to comply with all the provisions of this Lease, (ii) the performance by Landlord of Landlord's duties and obligations under this Lease and of all other acts necessary and appropriate for the full consummation of the lease of the Leased Parcel under this Lease are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a party, or any judicial order or judgment of any nature by which Landlord is bound, and (iii) there is no action, suit or proceeding pending or, to Landlord's actual knowledge, threatened by or against or affecting Landlord which does or will involve or affect the Leased Parcel or Landlord's title thereto, or Landlord's ability to perform its obligations under this Lease or any documents entered into pursuant to this Lease.

(b) Tenant represents and warrants to Tenant as of the Effective Date that (i) Tenant has the power and authority to execute and deliver this Lease and to comply with all the provisions of this Lease, (ii) the performance by Tenant of Tenant's duties and obligations under this Lease and of all other acts necessary and appropriate for the full consummation of the lease of the Leased Parcel under this Lease are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Tenant is a party, or any judicial order or judgement of any nature by which Tenant is bound, and (iii) there is no action, suit or proceeding pending or, to Tenant's actual knowledge, threatened by or against or affecting Tenant which does or will involve or affect the Leased Parcel or Tenant's interests under this Lease, or Tenant's ability to perform its obligation under this Lease or any documents entered into pursuant to this Lease.

29. Execution. The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of breach of any representations or promises not expressly stated in this Lease. This Lease can be modified or altered only by agreement in writing between Landlord and Tenant.

30. Binding Effect. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties here to and their respective personal representatives, heirs, successors and assigns of Tenant (but in the case of assigns only to the extent that assignment is permitted hereunder). No third party, other than such successors and assigns, shall be entitled to enforce any or all of the terms of this Lease or shall have rights hereunder whatsoever.

31. Signs. Tenant may, at its sole cost and expense and without the necessity of obtaining the consent of Landlord, prepare, install, affix or use any signs or other advertising or identifying media on or about the exterior of the Premises identifying any occupants of the Premises or their respective businesses, provided that in no event shall such signage adversely affect the structural integrity of the Improvements, and provided further, that Tenant shall comply with any and all governmental laws, regulations, ordinances and rules and all recorded restrictions and covenants. Tenant shall indemnify and hold Landlord harmless from all claims, losses, liabilities, damages and expenses (including reasonable attorney's fees) resulting from the installation of any signs or other advertising or identifying media pursuant to this Section 31. Upon the termination of this Lease, by expiration or otherwise, Tenant shall remove any and all signs or other advertising or identifying media installed by Tenant and Tenant shall repair any damage as a result of such removal.

32. Interpretation. The laws of the Commonwealth of Massachusetts shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Lease nor in any way affect this Lease.

33. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other

reason beyond such party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided that nothing contained in this Section 33 shall excuse, delay or otherwise apply to the Tenant's obligation to pay rent or perform any other monetary obligation hereunder or to any deadline set forth herein for a party to give the other party any notice expressly provided for herein.

34. Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the board of directors of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.

35. Project/Other Documents.

(a) Project.

(i) The parties acknowledge that, pursuant to the 144 Chelmsford Lease, Landlord will have certain obligations to pursue such governmental permits and approvals and take such other actions as shall be reasonably necessary in order for Landlord to (x) divide the Landlord's Parcel into separate units of ownership for the Leased Parcel and for the 144 Chelmsford Parcel and (y) construct an approximately 59,000 square foot building with related site improvements on the 144 Chelmsford Parcel. Tenant acknowledges that in so doing it may become necessary for Landlord to (I) adjust the exact location of the lot line separating the Leased Parcel and the 144 Chelmsford Parcel and/or the relative size of the Leased Parcel and the 144 Chelmsford Parcel, (II) increase, decrease or change certain site improvements or common facilities located on the Leased Parcel or the 144 Chelmsford Parcel, (III) agree to certain conditions imposed by governmental authorities that will affect the Landlord's Parcel, (IV) grant or secure easements and/or other agreements with one or more third parties that will affect the Leased Parcel or (V) modify the REA or other Permitted Encumbrances in a manner that will affect the Leased Parcel (all of the foregoing being "Project Requirements"), such Project Requirements to be governed by one or more documents effecting the same ("Project Documents"). Landlord reserves the right to implement any Project Requirements, and to enter into any Project Documents and deem the same to be Permitted Encumbrances, subject to Tenant's approval not to be unreasonably withheld conditioned or delayed, and Tenant agrees to execute any reasonable modifications of this Lease which may be required from time to time in order to effect any of the same; provided, however, that (A) no such Project Requirements or Project Documents shall alter the term of this Lease provided herein, increase the rent provided herein, reduce the economic value to Tenant hereof, change in any manner any of the relative rights or obligations or Tenant or Landlord hereunder, or require Tenant to incur any out-of-pocket cost or adversely affect or increase the cost of Tenant's business operations at the Building and/or the Premises and (B) all such Project Requirements or Project Documents shall be authorized or required to be implemented pursuant to the terms of the 144 Chelmsford Lease. Any dispute under the provisions of this subsection 35(a)(i) shall be resolved exclusively by Arbitration.

(ii) For the avoidance of doubt, the parties acknowledge that under no circumstances (x) shall Landlord have any liability to Tenant under this Lease on account of Landlord's acts or omissions in violation of any of its obligations under the 144 Chelmsford Lease or (y) shall Tenant have any liability to Landlord under this Lease on account of Tenant's acts or omissions in violation of any of its obligations under the 144 Chelmsford Lease.

(b) Other Documents.

(i) Reference is made to a certain Reciprocal Easement Agreement (the "REA") between Landlord as the "100 Owner", the "144 Owner, and the "Hale Owner" (each as defined in the REA), which is to be executed between the parties and recorded with the Middlesex North Registry of Deeds and (if applicable) filed with the Middlesex Registry District of the Land Court subsequent to the execution and delivery of this Lease, and the form of which has been approved by Landlord and Tenant pursuant to a certain Side Letter Agreement of even date. Furthermore, pursuant to said Side Letter, Landlord has agreed to pursue completion of the Easement Plan, which is subject to Tenant's prior approval, and to proceed to record/file the REA together with the Easement Plan upon such completion and Tenant approval. Capitalized terms used in this Section 35(b) and not specifically defined in this Lease shall have the respective meanings assigned to them under the REA. Tenant is hereby designated as the Major Tenant of the 100 Property, which designation shall be self-operative immediately upon the recording/filing of the REA. Subject to all of the terms and conditions set forth in this Lease and in the REA, immediately upon the recording/filing of the REA, Tenant shall have the following rights during the Term of this Lease (which rights shall be deemed included in the Ancillary Rights):

- A. all easements granted to the 100 Owner under the REA, in common with the 100 Owner, and others now or hereafter entitled thereto in accordance with the terms of the REA; and
- B. all rights reserved by the 100 Owner on the 100 Property in connection with the 100 Owner's granting to others of easements in the 144 Property pursuant to the REA, in common with the 144 Owner.

(i) During the term of this Lease, Tenant shall, on Landlord's behalf, pay, perform and observe in a timely manner all of the obligations of Landlord under the REA, any Permitted Encumbrances or any Project Documents (each, an "Other Document") insofar as they pertain to Tenant's (a) use or occupancy of the Premises, (b) exercise or enjoyment of any of Tenant's rights under this Lease, or (c) compliance with any of Tenant's obligations under this Lease

(collectively, "Lease Matters"); provided that such Lease Matters shall in no event be deemed to include (x) any obligation of Landlord under any Other Document that is an obligation of Landlord to Tenant as expressly set forth in this Lease or (y) any liability to the extent caused by the negligence or willful act of Landlord. Tenant shall, from time to time upon the reasonable request by Landlord, provide reasonable evidence of Tenant's compliance with the terms of the preceding sentence (with respect to any specific obligations of Tenant thereunder). In any event, Tenant shall not cause, suffer or permit any act or omission on or about the Premises or otherwise in connection with any Lease Matters that would cause Landlord to be in violation (a "Violation") of any of the Other Documents.

(ii) Landlord shall (A) perform and observe all of the terms, covenants, provisions and conditions of any Other Documents on Landlord's part to be performed and observed pursuant to the terms thereof, except for such obligations as are Tenant's responsibility as set forth above, and (B) enforce the obligations of the other parties to any of the Other Documents (an "Other Party"), in each case to the extent necessary for Landlord to comply with Landlord's obligations to Tenant under this Lease. In no event whatsoever shall either party hereto have any liability to the other on account of (x) any Other Party's failure to keep, observe or perform its obligations pursuant to the Other Document or (y) the acts or omissions of any Other Party, its agents, employees, invitees, guests, licenses or contractors.

(iv) In any case where Tenant shall request Landlord's consent, permission or approval for any matter requiring Landlord's consent, permission or approval as set forth in this Lease (a "Consent Request") then, to the extent that such matter shall also require the consent, permission or approval of an Other Owner, other than a Landlord Affiliate, under an Other Document (an "Other Owner Consent"), Landlord shall have no obligation to act upon the Consent Request unless and until such time as the Other Owner Consent shall have been given. Upon Landlord's reasonable determination that the Consent Request is complete and in proper form for consideration under both this Lease and the Other Document, Landlord shall request the Other Owner Consent in accordance with the Other Document and thereafter use commercially reasonable efforts in accordance with the Other Document to obtain the Other Owner Consent. Notwithstanding the foregoing or anything to the contrary contained herein, any Consent Request to Landlord shall also be deemed to have been made to any Landlord Affiliate that is an Other Owner. As used herein, "Landlord Affiliate" shall mean Landlord and/or a party that controls, is controlled by, or is under common control with Landlord.

(v) Notwithstanding anything to the contrary set forth above in this Section 35(b), Landlord may by notice to Tenant require, in lieu of Landlord's taking any direct action with respect to any Other Party or Other Document as set forth above in this Section 35(b), that Tenant, at Tenant's sole cost and expense (except to the extent that the action is required as a result of Landlord's failure to have performed an obligation of Landlord under this Lease), take such action on Landlord's behalf and in its name and, for purposes thereof, Tenant shall be deemed subrogated to Landlord's rights under the Other Document to take such action. In taking any such action, Tenant shall have the right, but not the obligation, to exercise any or all rights and remedies as would be available to Landlord, at law or in equity, were Landlord to take the action directly.

Landlord agrees to sign, to the extent Landlord's signature is legally required or required under the provisions of the Other Document, such demands, pleadings, and/or other documents that may be reasonably required, and otherwise to enable Tenant to proceed as set forth above in this subsection (v). In the event Landlord exercises its rights under this subsection (v), Tenant shall provide Landlord with copies of all written notices, demands, communications and correspondence of a material nature sent or received by Tenant in connection therewith, simultaneously with their sending by Tenant or promptly upon their receipt by Tenant.

36. Miscellaneous.

(a) Consent not a Waiver. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

(b) Entire Agreement. This Lease and the exhibits and rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party. The invalidity of one or more phrases, clauses, sentences, Sections contained in this Lease shall not affect the remaining portions of this Lease or any part thereof, and if any one or more of the phrases, clauses, sentences, Sections contained in this Lease should be declared invalid by the final order, decree or judgment of a court of competent jurisdiction, including all appeals therefrom, this Lease shall be construed as if such invalid phrases, clauses, sentences, Sections or had not been inserted in this Lease.

(c) Independent Covenants. Tenant waives all rights to (i) any abatement, suspension, deferment, reduction or deduction of or from rent, and/or (ii) quit, terminate or surrender this Lease or the Premises or any part thereof, except, in either case, as expressly provided herein. Tenant hereby acknowledges and agrees that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that rent shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease. Tenant agrees that Tenant shall not take any action to terminate, to rescind or to avoid this Lease notwithstanding any default by Landlord hereunder except as a consequence of Landlord's breach of its obligations under the first sentence of Section 19 or except to the extent (if any) expressly set forth herein. Landlord and Tenant each acknowledges and agrees that the independent nature of the obligations of Tenant and Landlord hereunder represents fair, reasonable and accepted commercial practice with respect to the type of property subject to this Lease, and that this agreement is the product of free and informed negotiation during which both Landlord and Tenant were represented by counsel skilled in negotiating and drafting commercial leases in Massachusetts and

that the acknowledgements and agreements contained herein are made with full knowledge of the holding in Wesson v. Leone Enterprises, Inc., 437 Mass. 708 (2002). Such acknowledgements, agreements and waivers by Tenant are a material inducement to Landlord entering into this Lease.

(d) Arbitration. As set forth only in Sections 35(a) and Section 36(r) hereof, the parties have agreed to resolve certain disputes by arbitration in accordance with the Expedited Arbitration Procedures provisions of the Commercial Arbitration Rules of the American Arbitration Association (or another arbitration company mutually acceptable to Landlord and Tenant) and otherwise under the terms of this subsection 36(d) ("Arbitration"). Any such Arbitration shall occur in a location mutually convenient to Landlord and Tenant (or, if Landlord and Tenant cannot agree on a mutually convenient location, in the City of Boston, Massachusetts). The decision of the arbitrator shall be final, conclusive and binding on the parties, but the arbitrator shall have no power to reform, supplement or modify this Lease. The arbitrator shall make required findings incident to an arbitrable dispute, which findings shall be set forth in reasonable detail in a written decision by the arbitrator. Unless otherwise expressly provided hereunder, the parties shall share equally in all costs charged by the arbitrator or the arbitration company and each party shall otherwise bear its own costs (including attorneys' fees) of any Arbitration. Notwithstanding the foregoing, except as otherwise expressly provided in this Lease (but outside of this subsection 36(d)), the arbitrator may (but shall not be obligated to), in its sole discretion, determine the prevailing party in any such Arbitration and award such prevailing party all of the prevailing party's costs and expenses incurred in connection with the Arbitration (including without limitation attorneys' fees and costs).

(e) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly or any other rent or charge herein stipulated shall be deemed to be other than on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of any rent or charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or charge or pursue any other remedy in this Lease provided.

(f) No Agency. Nothing contained in this Lease shall be taken or construed to create any agency between Landlord and Tenant or to authorize the Tenant to do any act or thing or to make any contract so as to encumber in any manner the title of the Landlord to the Premises or to create any claim or lien upon the interest of the Landlord in the Premises.

(g) Memorandum of Lease. Landlord and Tenant shall, upon request of either party, execute and record a notice of this lease in the form attached hereto as **EXHIBIT E**; provided that the party requesting the memorandum shall pay all recording and state, county and local transfer fees and/or taxes imposed as a result of such notice.

(h) Financial Statements. Except with respect to any such time as Tenant is a corporation whose shares are traded on a US public securities exchange, Tenant shall within 30 days after receipt of written request from Landlord but, so long as no Event of Default exists, not more frequently than once within any twelve-month period, provide to Landlord, for the benefit of Landlord, Landlord's mortgagee and any prospective investors, mortgagee or purchaser of the Premises (i) a balance sheet and profit and loss statement of Tenant for Tenant's most recent fiscal year, and (ii) a detailed operating statement of the Premises for the most recent calendar year (collectively, "Financial Statements").

(i) Confidentiality. The parties acknowledge that the specific terms and conditions of this Lease and any documents made available to Landlord by Tenant hereunder are of a confidential nature and shall not be disclosed except to Tenant's or Landlord's respective affiliates, officers, directors, principals, members, employees, agents, attorneys, partners, accountants, lenders (existing or prospective), investors (existing or prospective) or prospective purchasers (collectively, for purposes of this Section 36, the "Permitted Outside Parties") or as required by law. No party, including Permitted Outside Parties, shall make any public disclosure of the specific terms of this Lease or of any of such documents, except as required by law (including SEC regulations and NYSE or NASDAQ requirements). In connection with the negotiation, execution, delivery, performance and administration of this Lease, each party acknowledges that it may have access to confidential information relating to the other party. Each party shall treat such information as confidential, preserve the confidentiality thereof, and not duplicate or use such information, except to Permitted Outside Parties or otherwise in connection with the negotiation, execution, delivery, performance and administration of this Lease (or in connection with a party's disposition of an interest in this Lease or in the Premises). Except as required by applicable law, neither party shall issue any press release or make any statement to the media regarding the execution and delivery of this Lease without the other party's consent, which consent shall not be unreasonably withheld or delayed. The provisions of this Section shall survive any termination of this Agreement. The terms of this Section 36(i) shall not apply to any information that is or becomes publicly known other than through a party's breach of its obligations under this Section 36(i).

(j) Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one in the same instrument.

(k) Time of the Essence. Time is of the essence with respect to every provision of this Lease providing for performance, action or inaction by a specified date or within a specified period of time.

(l) Survival of Obligations. Any obligations of Tenant occurring prior to the expiration or earlier termination of this Lease shall survive such expiration or earlier termination.

(m) Broker. Landlord and Tenant each covenant that they have not dealt with any real estate broker, finder or other such party entitled to be paid a fee or a commission with respect to this Lease, except for Mark Mulvey of Cushman & Wakefield (“Broker”), whose fees shall be payable by Landlord pursuant to a separate written agreement between Landlord and Broker. Except for the Broker, each party shall indemnify and hold the other party harmless from all damages, claims, liabilities or expenses, including reasonable attorneys’ fees, resulting from any claims that may be asserted against the other party by any real estate broker or finder with whom the indemnifying party either has or is purported to have dealt.

(n) Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR WITH RESPECT TO THIS LEASE.

(o) OFAC. Tenant and Landlord hereby represents and warrants to each other that for itself it is not, nor will it become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

(p) REIT/UBTI. The Landlord and the Tenant hereby agree that it is their intent that all Base Rent, and all other additional rent and any other rent and charges payable to the Landlord under this Lease shall qualify as “rents from real property” within the meaning of Sections 512(b)(3) and 856(d) of the Internal Revenue Code of 1986, as amended, (the “Code”) and the U.S. Department of the Treasury Regulations promulgated thereunder (the “Regulations”). In the event that (i) the Code or the Regulations, or interpretations thereof by the Internal Revenue Service contained in revenue rulings or other similar public pronouncements, shall be changed so that any rent no longer so qualifies as “rent from real property” for purposes of either said Section 512(b)(3) or Section 856(d) or (ii) the Landlord, in its sole discretion, determines that there is any risk that all or part of any rent shall not qualify as “rents from real property” for the purposes of either said Sections 512(b)(3) or 856(d), such rent shall be adjusted in such manner as the Landlord may reasonably require so that it will so qualify; provided, however, that any adjustments required pursuant to this Section 36(p) shall be made so as to produce the equivalent (in economic terms) rent as payable prior to such adjustment. The parties agree to execute such further commercially reasonable instrument as may reasonably be required by the Landlord in order to give effect to the foregoing provisions of this Section 36(p).

(q) Activity and Use Limitation. Notwithstanding anything to the contrary contained herein, Tenant and Landlord acknowledge that the Landlord’s Parcel (including without

limitation the Premises) is subject to an Activity and Use Limitation (the “Existing AUL”) pursuant to the terms of Massachusetts General Laws Chapter 21E, recorded with the Middlesex North Registry of Deeds at Book 21997, Page 35, a copy of which has been provided to Tenant. Notwithstanding anything to the contrary contained herein, Tenant and Landlord acknowledge that all of Tenant’s and Landlord’s rights and interests under this Lease are subject to the Existing AUL and under no circumstances shall Tenant and/or Landlord make any use of the Premises or conduct any activity thereon that is prohibited by the Existing AUL.

(r) Limited Sale Profit Participation Right.

(1) Upon a Sale for which (a) the closing (the “Closing,” with the date of Closing being the “Closing Date”) occurs prior to the earlier to occur of the third (3rd) anniversary of the Commencement Date or an Exempt Sale and (b) the applicable Net Sale Proceeds are at least equal to the applicable IRR Amount as of the Closing Date, if this Lease is then in full force and effect Landlord shall pay to Tenant the applicable Profit Share Amount simultaneously with the Closing Date. As used herein:

“Acquisition” means the acquisition by Landlord and/or a Landlord Affiliate of the Leased Parcel and/or the 144 Chelmsford Parcel in connection with the execution and delivery of this Lease.

“Acquisition Costs” means, as applicable:

- B. *if the Subdivision shall not have occurred*, the Purchase Price plus the Transaction Costs for the Acquisition; or
- C. *if the Subdivision shall have occurred*, the Purchase Price plus the Transaction Costs for the Acquisition, multiplied by 66.67%.

“Development Costs” means, with respect to any or all hard and soft costs or expenses of subdividing, developing and improving the Leased Parcel and/or the 144 Chelmsford Parcel (and/or any respective appurtenances), including without limitation development, architectural, engineering, project management, permitting and legal costs, costs of environmental remediation and costs of construction and site work, as applicable:

- A. *if the Subdivision shall not have occurred*, all such costs or expenses; or
- B. *if the Subdivision shall have occurred*, all such Costs or expenses as shall be equitably allocable to the Leased Parcel (with costs and expenses that benefit both the Leased Parcel and the 144 Chelmsford Parcel being generally allocated on the basis of the amount of relative gross building square footage then built or intended to be built for the respective parcels).

“Investment” means, as applicable:

- A. *if the Subdivision shall not have occurred*, the aggregate of the Acquisition Costs and Development Costs for the Leased Parcel and the 144 Chelmsford Parcel; or
- B. *if the Subdivision shall have occurred*, the aggregate of the Acquisition Costs and Development Costs for the Leased Parcel.

“IRR Amount” means an internal rate of return of 10% per annum, compounded annually, on the sum of the aggregate applicable Investment of the Landlord and/or its affiliates, commencing on the date that any applicable Investment is made (with such internal rate of return to be calculated using the XIRR Function of Microsoft Excel).

“Net Sale Proceeds” means the proceeds of the Sale received by Landlord at the Closing net of the aggregate of the applicable Transaction Costs for the Sale.

“Profit Share Amount” means twenty percent (20%) of the difference between (i) the applicable Net Sale Proceeds and (ii) the applicable IRR Amount.

“Purchase Price” means four million two hundred fifty thousand dollars (\$4,250,000).

“Sale” means a sale or transfer of Landlord’s fee simple interest in the Leased Parcel and, *if the Subdivision shall not have occurred*, the 144 Chelmsford Parcel. Without limitation, a “Sale” shall not include (i) the granting of a mortgage or a sale or transfer in connection with a foreclosure of a mortgage or by deed in lieu of foreclosure (together with any sale or transfer under clause (iii) immediately below, an “Exempt Sale”); (ii) a sale or transfer of Landlord’s interest to a Landlord Affiliate, or by descent or devise following the death of any person comprising Landlord, or in connection with a merger or sale of all or substantially all of Landlord’s assets, or otherwise by operation of law; or (iii) a sale or transfer of Landlord’s interest as part of a transaction by Landlord and/or any Landlord Affiliates that also includes at least two (2) properties outside of the 144 Chelmsford Parcel, the Leased Parcel or the Hale Property (as defined in the REA); provided that in the event of the occurrence of any of the foregoing events other than an Exempt Sale, the provision of this Section 36(r) shall continue in full force and effect with respect to any subsequent Sale.

“Subdivision” means the division of the Landlord’s Parcel into separate legal lots comprised of the Leased Parcel and the 144 Chelmsford Parcel.

“Transaction Costs” means, with respect to the Acquisition or Sale, as applicable, any or all actual and reasonable or necessary costs or expenses of consummating the particular transaction incurred by or equitably allocable to Landlord and/or any Landlord Affiliates therefor, including, without limitation legal fees, closing costs, escrow fees, recording fees, title examination and insurance costs, survey costs, due diligence investigation or monitoring costs and/or brokerage fees.

(2) The parties acknowledge that the 144 Chelmsford Lease contains provisions that are corollary to this Section 36(r) (the “144 Chelmsford Profit Share Provisions”) and agree that all accounting relevant to this this Section 36(r) shall occur in a manner consistent with all accounting relevant to the 144 Chelmsford Profit Share Provisions (in order that, among other things, there shall be no so-called “double counting” of any amounts owed, collectively, to

Tenant pursuant to this Section 36(r) and/or to the tenant under the 144 Chelmsford Lease pursuant to the 144 Chelmsford Profit Share Provisions).

(3) Any dispute under the foregoing provisions of this Section 36(r) shall be settled exclusively by Arbitration under Section 36(d) above.

(4) Notwithstanding anything to the contrary set forth herein, Tenant's rights under this Section 36(r) are personal to the Tenant originally named herein and any successor thereto pursuant to a Permitted Transfer, but shall not otherwise be transferable or assignable. Further notwithstanding anything to the contrary contained herein, Landlord shall have no obligation to pay Tenant any Profit Share Amount at any time in which Tenant shall be in default of any of its obligations under this Lease beyond any applicable notice or cure period.

(s) No Merger. There shall be no merger of the leasehold estate created by this Lease with the fee estate in the Leased Parcel by reason of the fact that the same person or entity may own or hold (i) the leasehold estate created by this Lease or any interest in such leasehold estate and (ii) the fee estate in the Leased Parcel or any interest in such fee estate; and no such merger shall occur unless and until all persons and other entities having (a) any interest in this Lease or the leasehold estate created by this Lease (excluding subtenants) and (b) any fee simple interest in the Leased Parcel or any part thereof shall join in a written instrument effecting such merger and shall duly record the same.

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IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date first above written.

LANDLORD:

CPI 100 Chelmsford, LLC,
a Massachusetts limited liability company

By: /s/ William L. Manley
Name: William L. Manley
Title: Authorized Signatory

CPI 144 Chelmsford, LLC,
a Massachusetts limited liability company

By: /s/ William L. Manley
Name: William L. Manley
Title: Authorized Signatory

TENANT:

MACOM TECHNOLOGY SOLUTIONS HOLDINGS INC.,
a Delaware corporation

By: /s/ Robert Dennehy
Name: Robert Dennehy
Title: Senior Vice President

By: /s/ Robert McMullan
Name: Robert McMullan
Title: Treasurer

EXHIBIT A

DESCRIPTION OF LANDLORD'S PARCEL

**100 & 144 Chelmsford Street
Lowell, Massachusetts**

The land situated on Chelmsford Street, in Lowell, Middlesex County, Massachusetts, shown as Lots I-1B-4 and I-1B-5 on a plan entitled "Compiled Disposition Map of Lots I-1B-3, I-1B-4 & I-1B-5 in Lowell, Mass., Hale Howard Urban Renewal Area, Project No. Mass. R-130" dated March 30, 1977, by Dana P. Perkins & Sons, Inc. Civil Engineers & Surveyors", recorded with Middlesex North District Deeds in Plan Book 124, Plan 46, bounded and described as follows:

NORTHEASTERLY: by land now or formerly of the Boston & Maine Railroad Corp., as shown on said plan, by three bounds totaling 649.97 feet;

SOUTHEASTERLY by said land of Boston & Maine Railroad Corp., as shown on said plan, 27.97 feet;

NORTHEASTERLY again, by said land of Boston & Maine Railroad Corp., as shown on said plan, 265.16 feet;

SOUTHEASTERLY again, by Lot I-1 B-3, as shown on said plan, 412.45 feet;

SOUTHEASTERLY again, by said Lot I-1 B-3, as shown on said plan, 277.71 feet;

SOUTHWESTERLY by Lot I-IA, as shown on said plan, 300 feet;

NORTHWESTERLY by Chelmsford Street, 270 feet; and

NORTHWESTERLY again, by said Chelmsford Street by three courses totaling 1,042.23 feet;

Comprised in part by two parcels of registered land; namely,

Registered Parcel 1:

A certain parcel of land situated in said Lowell, bounded and described as follows:

NORTHEASTERLY by Howard Street, fifty-two (52) feet;

SOUTHEASTERLY by land now or formerly of David Ziskind, one hundred twelve (112) feet;

SOUTHWESTERLY by land now or formerly of Charles E. Jameson, fifty-two and 1/100 (52.01) feet; and

NORTHWESTERLY by land now or formerly of Israel Levin, one hundred thirteen and 28/100 (113.28) feet.

All of said boundaries of said Registered Parcel 1 are determined by the Land court to be located as shown on Plan 5672-A entitled "Plan of Land in Lowell" drawn by Smith and Brooks, Civil Engineers, dated October 15, 1915, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 951 issued by Middlesex North Registry District of the Land Court.

Registered Parcel 2:

A certain parcel of land situated in said Lowell, bounded and described as follows:

NORTHWESTERLY by land now or formerly of Minnie Bernstein and Mary F. Hardy, forty-six and 68/100 (46.68) feet;

SOUTHEASTERLY by Lot 5, twenty-five and 07/100 (25.07) feet;

SOUTHWESTERLY by Lot 6, thirty-three and 94/100 (33.94) feet.

All of said boundaries of said Registered Parcel 2 are determined by the Land Court to be located and shown on Subdivision Plan 6039-B entitled "Subdivision Plan of Land in Lowell" drawn by Dana F. Perkins & Sons, Inc., Surveyors, dated December 22, 1976, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 21963 issued by said Registry District, and said Registered Parcel 3 is shown as Lot 7 on said plan.

Excepting and excluding from the foregoing the following:

So much of the premises as lies within former Railroad Street as the same is now or formerly owned by Boston and Maine Corporation as set forth in Deed from the Trustees of Boston and Maine Railroad Corporation to City Development Authority dated January 5, 1977, recorded in Book 2242, Page 527.

So much of the land taken by the City of Lowell by right of eminent domain by Order of Taking dated September 8, 1998, recorded in Book 9590, Page 157 and filed as Document No. 178630, and shown thereon as Parcel 1 and Parcel 2 on a "Plan of Land in Lowell, Mass. Prepared for Lowell Regional Transit Authority" dated September 25, 1998 by Vaidya Consultants, Inc., recorded in Plan Book 198, Plan 71, and filed as Document No. 178630. See also Land Court Order filed as Document No. 184737.

Said land is also shown as Lot 1-1B-5 on plan entitled "Plan of Land in Lowell, Mass." dated September 25, 1998, prepared by Vaidya Consultants, Inc. recorded with the Middlesex North District Registry of Deeds in Plan Book 198, Plan 71.

The above described premises is conveyed subject to that Notice of Activity and Use Limitation dated March 6, 2008 and recorded in the Middlesex North District Registry of Deeds.

EXHIBIT A-1

PLAN SHOWING LANDLORD'S PARCEL,

THE LEASED PARCEL AND THE 144 CHELMSFORD PARCEL

(appended hereto)

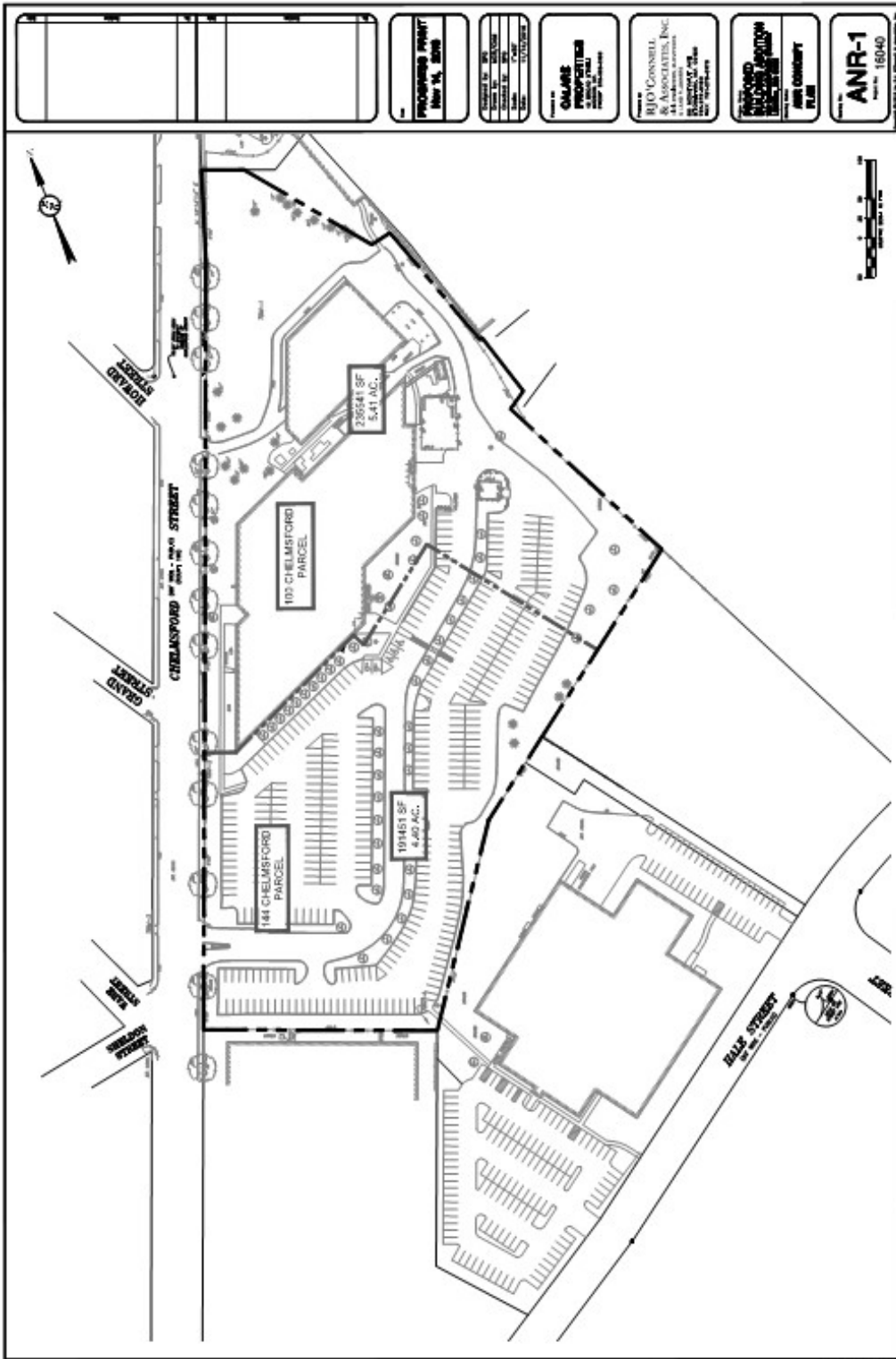


Exhibit A-1, Page 2

EXHIBIT A-2

PLAN SHOWING THE EXISTING BUILDING

(appended hereto)

Exhibit A-2, Page 1

SITE PLAN



EXHIBIT B

TENANT'S WORK

Tenant may, at Tenant's option and election, perform any work required to permit Tenant to occupy the Premises for the conduct of Tenant's business ("**Tenant's Work**"), including without limitation, the work (if any) described on **Exhibit B-1** attached hereto. Tenant shall not commence any of Tenant's Work until Tenant has submitted to Landlord plans and specifications (in such detail as Landlord shall reasonably require) for such work and Landlord has approved such plans and specifications in writing. Landlord's approval of such plans and specifications shall not be unreasonably withheld, delayed or conditioned, subject to the terms and conditions of Section 8 of this Lease. Landlord's approval of Tenant's plans and specifications for Tenant's Work shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with any and all applicable laws.

Tenant's Work shall be performed in accordance with such approved plans and specifications and in accordance with the terms and conditions of this Lease, including, without limitation, Section 8 hereof. Tenant shall commence Tenant's Work promptly after receipt of Landlord's approval of Tenant's plans and specifications (but not before the Commencement Date) and shall diligently prosecute the same to completion. Tenant's Work shall be performed in a good and workmanlike manner, and in compliance with all applicable laws. If Tenant does not then satisfy the Financial Prerequisite, then, prior to beginning Tenant's Work, Tenant shall obtain appropriate performance and payment bonds covering the labor and materials required to complete Tenant's Work. Landlord shall not be responsible to provide any construction management services to Tenant.

Subject to the provisions of Section 8, prior to beginning Tenant's Work, Tenant shall also deliver to Landlord and Landlord's mortgagee (if applicable), at Tenant's cost, a builder's risk insurance policy naming Landlord and Landlord's mortgagee as additional insureds, as their interests may appear, with the amount and type of coverage then being reasonably required by Landlord and Landlord's mortgagee and otherwise in compliance with the requirements for insurance set forth in Section 9 of this Lease, together with evidence that the premium for said insurance has been paid in full by Tenant for a period of no less than one year. All contractors and subcontractors shall be required to procure and maintain insurance against such risks, in such amounts, and with such companies as required under Section 9 of this Lease. Certificates of such insurance, with paid receipts therefor, must be received by Landlord before Tenant's Work is commenced.

Landlord shall provide to Tenant a construction allowance (the "**Construction Allowance**") in the amount of Four Million Dollars (\$4,000,000.00) for the Tenant's Work, as evidenced by copies of paid receipts for such work. The Construction Allowance shall not be used for Tenant's furniture, equipment, personal property, or trade fixtures but may however be used for improvements related to Tenant's business operations at either the Premises, 121 Hale Street, Lowell, MA and/or 144 Chelmsford Street, Lowell, MA (including but not limited to the original construction of the improvements thereon).

Landlord shall upon execution of this Lease deposit the entire Construction Allowance with Landlord's mortgagee as the "Escrow Agent", pursuant to a mutually acceptable escrow agreement by and between Landlord, Tenant, and Escrow Agent (the "Escrow Agreement"), and the Escrow Agent shall disburse the Construction Allowance to Tenant, or, at Tenant's direction, to Landlord, not more frequently than once per month, solely for the purpose of (i) paying installments of the Tenant's Contribution (as defined under Appendix 1 of the 144 Chelmsford Lease); or (ii) for reimbursing Tenant, in part, for its payments to contractors and subcontractors, materialmen and/or suppliers in connection with Tenant's Work. Landlord and Tenant agree that construction outlay budget attached hereto as **Exhibit B-2** (the "**Outlay Budget**") sets forth an approximate anticipated schedule for the outlay of funds for completion of the Landlord Work required pursuant to Appendix 1 of the 144 Chelmsford Lease, and that the "MACOM" column shown on the Outlay Budget represents the approximate amounts that Tenant will be required to release from the Construction Allowance for purpose of funding Tenant's Contribution. Notwithstanding anything to the contrary above, Tenant agrees that the Construction Allowance shall not be used for purposes of clause (ii) in the first sentence of this paragraph (A) unless and to the extent Tenant has previously funded the Tenant's contribution from other sources resulting in a surplus based upon and in the Outlay Budget; and/or (B) unless Tenant has funded the entire Tenant's Contribution. Notwithstanding the foregoing Tenant may at Tenant's election make and/or direct payments from the Contribution Allowance, and/or from any separate source towards the Tenant's Contribution in any amounts in advance of the scheduled payments listed on the Outlay Budget and in such case the amounts listed in the Outlay Budget after such advance payments shall be reduced dollar-for-dollar in chronological order by the amount of each advance payment.

As a condition precedent to Escrow Agent's obligation to disburse the Construction Allowance or any portion thereof: **(i)** Tenant shall not be in default beyond any applicable notice and cure periods; **(ii)** this Lease shall be in full force and effect; and **(iii)** Tenant shall have furnished to Landlord and Escrow Agent **(A)** a certificate from Tenant's architect certifying that Tenant's Work has been fully completed to the extent of the funds requested in accordance with the plans and specifications therefor approved by Landlord; and **(B)** such reasonable evidence as Landlord and/or Landlord's mortgagee may reasonably require to evidence that all persons furnishing or supplying labor and materials in connection with the construction of the Tenant's Work for which payment is required, or in the case of completion of a portion of the Tenant's Work, have been paid and that no lien exists of record with respect thereto. Escrow Agent shall fund the Construction Allowance within fifteen (15) days from Tenant's written request for the same provided that Tenant has complied with the requirements set forth in the preceding sentence. Upon paying the full amount of the Construction Allowance to Tenant in accordance with the provisions hereof, Escrow Agent shall have no further obligation to extend any credit to Tenant. Notwithstanding any provision in this **Exhibit B** or the Lease to the contrary, any of Tenant's Work commenced by Tenant must be fully completed, and all items to be provided to Escrow Agent pursuant to this paragraph must be provided, prior to the Possession Date as provided in Appendix 1 of the 144 Chelmsford Lease from the date of execution of this Lease in order for Escrow Agent's obligations with respect to the Construction Allowance to apply. If Escrow Agent fails to make the payment of the entire Construction Allowance as required hereunder and the same shall continue unremedied for twenty (20) days after Tenant's

notice thereof to Escrow Agent, Landlord and Landlord's mortgagee, then Tenant may deduct any unpaid amount from all rent payments then or thereafter due until fully paid.

Exhibit B, Page 3

EXHIBIT B-1

None.

Exhibit B-1

EXHIBIT B-2

Outlay Budget

Exhibit B-2

Timing	Calare/Lender		MACOM		Reconciliation	Integrated		Cumulative Outlay	% Outlay	Total	Construction	
	Balance	Balance	Balance	Balance		Construction Schedule					% completion	
Total	\$ 16,500,000.00		\$ 5,000,000.00									
Month 0	\$ -	\$ 16,500,000.00	\$ -	\$ 5,000,000.00								
Month 1	\$ 1,450,000.00	\$ 15,050,000.00	\$ -	\$ 5,000,000.00	\$ 1,450,000.00	\$ 1,450,000.00	\$ 1,450,000.00	6.7%	\$ 1,450,000.00	6.7%		
Month 2	\$ 1,300,000.00	\$ 13,750,000.00	\$ -	\$ 5,000,000.00	\$ 1,300,000.00	\$ 1,300,000.00	\$ 2,750,000.00	12.8%	\$ 2,750,000.00	12.8%		
Month 3	\$ 1,500,000.00	\$ 12,250,000.00	\$ -	\$ 5,000,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 4,250,000.00	19.8%	\$ 4,250,000.00	19.8%		
Month 4	\$ 1,500,000.00	\$ 10,750,000.00	\$ -	\$ 5,000,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 5,750,000.00	26.7%	\$ 5,750,000.00	26.7%		
Month 5	\$ 1,200,000.00	\$ 9,550,000.00	\$ -	\$ 5,000,000.00	\$ 1,200,000.00	\$ 1,200,000.00	\$ 6,950,000.00	32.3%	\$ 6,950,000.00	32.3%		
Month 6	\$ 1,200,000.00	\$ 8,350,000.00	\$ -	\$ 5,000,000.00	\$ 1,200,000.00	\$ 1,200,000.00	\$ 8,150,000.00	37.9%	\$ 8,150,000.00	37.9%		
Month 7	\$ 1,500,000.00	\$ 6,850,000.00	\$ -	\$ 5,000,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 9,650,000.00	44.9%	\$ 9,650,000.00	44.9%		
Month 8	\$ 1,200,000.00	\$ 5,650,000.00	\$ -	\$ 5,000,000.00	\$ 1,200,000.00	\$ 1,200,000.00	\$ 10,850,000.00	50.5%	\$ 10,850,000.00	50.5%		
Month 9	\$ 600,000.00	\$ 5,050,000.00	\$ 600,000.00	\$ 4,400,000.00	\$ 1,200,000.00	\$ 1,200,000.00	\$ 12,050,000.00	56.0%	\$ 12,050,000.00	56.0%		
Month 10	\$ 600,000.00	\$ 4,450,000.00	\$ 600,000.00	\$ 3,800,000.00	\$ 1,200,000.00	\$ 1,200,000.00	\$ 13,250,000.00	61.6%	\$ 13,250,000.00	61.6%		
Month 11	\$ 600,000.00	\$ 3,850,000.00	\$ 600,000.00	\$ 3,200,000.00	\$ 1,200,000.00	\$ 1,200,000.00	\$ 14,450,000.00	67.2%	\$ 14,450,000.00	67.2%		
Month 12	\$ 600,000.00	\$ 3,250,000.00	\$ 600,000.00	\$ 2,600,000.00	\$ 1,200,000.00	\$ 1,200,000.00	\$ 15,650,000.00	72.8%	\$ 15,650,000.00	72.8%		
Month 13	\$ 600,000.00	\$ 2,650,000.00	\$ 600,000.00	\$ 2,000,000.00	\$ 1,200,000.00	\$ 1,200,000.00	\$ 16,850,000.00	78.4%	\$ 16,850,000.00	78.4%		
Month 14	\$ 475,000.00	\$ 2,175,000.00	\$ 475,000.00	\$ 1,525,000.00	\$ 950,000.00	\$ 950,000.00	\$ 17,800,000.00	82.8%	\$ 17,800,000.00	82.8%		
Month 15	\$ 375,000.00	\$ 1,800,000.00	\$ 375,000.00	\$ 1,150,000.00	\$ 750,000.00	\$ 750,000.00	\$ 18,550,000.00	86.3%	\$ 18,550,000.00	86.3%		
Month 16	\$ 375,000.00	\$ 1,425,000.00	\$ 375,000.00	\$ 775,000.00	\$ 750,000.00	\$ 750,000.00	\$ 19,300,000.00	89.8%	\$ 19,300,000.00	89.8%		
Month 17	\$ 325,000.00	\$ 1,100,000.00	\$ 325,000.00	\$ 450,000.00	\$ 650,000.00	\$ 650,000.00	\$ 19,950,000.00	92.8%	\$ 19,950,000.00	92.8%		
Month 18	\$ 500,000.00	\$ 600,000.00	\$ 450,000.00	\$ -	\$ 950,000.00	\$ 950,000.00	\$ 20,900,000.00	97.2%	\$ 20,900,000.00	97.2%		
Month 19	\$ 425,000.00	\$ 175,000.00	\$ -	\$ -	\$ 425,000.00	\$ 425,000.00	\$ 21,325,000.00	99.2%	\$ 21,325,000.00	99.2%		
Month 20	\$ 175,000.00	\$ -	\$ -	\$ -	\$ 175,000.00	\$ 175,000.00	\$ 21,500,000.00	100.0%	\$ 21,500,000.00	100.0%		
Month 21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,500,000.00	100.0%	\$ 21,500,000.00	100.0%		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ 16,500,000.00		\$ 5,000,000.00		\$ 21,500,000.00	\$ 21,500,000.00	\$ 21,500,000.00		\$ 21,500,000.00		100.0%	

Exhibit B-2

EXHIBIT C

FORM OF SUBORDINATION, NON-DISTURBANCE AND

ATTORNMENMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (this "Agreement") is dated this ____ day of December, 2016, among Boston Private Bank & Trust Company ("Lender"), **CPI 100 CHELMSFORD, LLC**, a Massachusetts limited liability company and **CPI 144 CHELMSFORD, LLC**, a Massachusetts limited liability company (collectively, "Landlord"), and **MACOM TECHNOLOGY SOLUTIONS HOLDINGS INC.**, a Delaware corporation ("Tenant").

RECITALS

A. Tenant has entered into a certain lease (the "Lease") dated December ____, 2016 with Landlord of the land and buildings located at 100 Chelmsford Street, Lowell, Massachusetts, notice of which Lease is recorded with the Middlesex North Registry of Deeds in Book ____, Page _____, and filed with the Middlesex North Registry District of the Land Court as Document _____. The leased premises described in the Lease are hereinafter referred to as the "Premises."

B. Lender has made a loan to Landlord, which loan is secured by a certain Mortgage and Security Agreement dated December ____, 2016, recorded with the Middlesex North Registry of Deeds in Book ____, Page _____ and filed with the Middlesex North Registry District of the Land Court as Document _____ (the "Mortgage"), and a certain Collateral Assignment of leases dated December ____, 2016, recorded with said Registry in Book ____, Page _____ and filed with said land Court as Document _____ (the "Assignment"), both with respect to the Premises and adjacent property located at 144 Chelmsford Street, Lowell, Massachusetts.

D. Capitalized terms used and not defined herein shall have the respective meanings set forth in the Lease.

For mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that the Lease is and shall be subject and subordinate to the lien of the Mortgage and to the lien of the Assignment and to all renewals, amendments, modifications, consolidations, replacements and extensions thereof, now or hereafter executed, to the full extent of all amounts now or hereafter secured thereby, said subordination to have the same force and effect as if the Mortgage and the Assignment, and such renewals, modifications, consolidations, replacements and extensions thereof, and advances thereunder, had been executed, acknowledged, delivered and recorded, and made, prior to the execution and delivery of the Lease and any recorded notice or memorandum thereof, and amendments or modifications thereto. However, except as otherwise herein provided, the foregoing subordination provision shall not be deemed or construed

as limiting Tenant's rights under the Lease and/or Landlord's obligations thereunder, including without limitation with respect to the use of insurance proceeds and condemnation awards, and, notwithstanding any inconsistent provisions of the Mortgage with respect thereto, such proceeds and awards shall be applied as set forth in the Lease. Furthermore, with respect to the use of insurance proceeds for which Lender is named as mortgagee and together with tenant as a loss payee, Lender agrees, provided that Tenant is not in default under the terms of this Agreement or the Lease, to release, endorse, sign-off or otherwise make available the funds to Tenant within ten (10) days of receipt by Lender of the funds from the insurance company, so as to allow Tenant to use such funds in accordance with the terms of the Lease. In addition, Lender agrees that any insurance funds released for emergency purposes (for mitigation of damages, for example) shall be released by Lender to Tenant immediately. Landlord hereby agrees that, notwithstanding anything to the contrary in the Lease, failure of Lender to comply with the requirement to make the insurance funds available pursuant to this section after a period of thirty (30) days or longer after Lender's receipt of the funds shall cause all rent to be paid by Tenant pursuant to the Lease to automatically abate from and after the said thirty (30) day period until such time as Lender delivers all insurance funds to Tenant.

2. Lender agrees that Tenant shall not be named or joined as a party defendant in any action, suit or proceeding which may be instituted by Lender to foreclose or seek other remedies under the Mortgage or the Assignment by reason of a default or event of default under the Mortgage or the Assignment, unless applicable law requires Tenant to be made a party thereto as a condition to Lender's proceeding against Landlord or prosecuting such rights and remedies. Lender further agrees that, in the event of any entry by Lender pursuant to the Mortgage, a foreclosure of the Mortgage, or the exercise by Lender of any of its rights under the Mortgage or Assignment, Lender shall not disturb Tenant's right of possession of the Premises under the terms of the Lease so long as Tenant is not in default beyond applicable notice and cure periods in the Lease.

3. Tenant agrees that, in the event of a foreclosure of the Mortgage by Lender, the acceptance of a deed in lieu of foreclosure by Lender, or Lender's exercise of any of its rights under the Mortgage or Assignment, Tenant will attorn to and recognize Lender as its landlord under the Lease for the remainder of the term of the Lease (including all optional extension terms which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to perform all of the obligations of Tenant pursuant to the Lease.

4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease:

(a) Lender shall not be liable in damages or otherwise for any act or omission of any prior landlord (including Landlord), provided nothing herein shall derogate from the obligation of Lender to perform all of the obligations of Landlord pursuant to the Lease arising, accruing or continuing from and after such time as Lender succeeds to the interest of Landlord under the Lease, except as otherwise provided in this paragraph 4;

(b) Lender shall not be liable for the return of any security deposit unless such security deposit is actually received by Lender;

(c) Lender shall not be bound by any Base Rent or additional rent which Tenant might have prepaid for more than one (1) month in advance under the Lease (unless so required to have been prepaid under the Lease);

(d) Lender shall not be bound by any amendments or modifications of the Lease made after the date hereof without consent of Lender which have the effect of materially increasing Landlord's obligations under the Lease, reducing rent or otherwise materially reducing any of Tenant's obligations under the Lease, decreasing the Term or canceling the Lease prior to its expiration except as a result of the exercise of a right to terminate as set forth in Sections 10(b) or 11 of the Lease;

(e) Lender shall not be subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) except in cases where Tenant has given Lender written notice of an alleged default by Landlord and afforded Lender the same period of time in which to cure as is provided to Landlord under the Lease; and

(f) Lender shall not be bound by any provisions in the Lease which obligate Landlord to erect or complete any building and/or to make any improvements to the Premises.

5. Lender hereby approves of, and consents to, the Lease. Notwithstanding anything to the contrary contained in the Mortgage or the Assignment, but subject to the terms of this Agreement, Tenant shall be entitled to use and occupy the Premises and exercise all its rights under the Lease, and the Lease and Landlord's and Tenant's performance thereunder shall not constitute a default under the Mortgage or the Assignment, but nothing herein contained shall relieve Landlord from the performance of its obligations under the Mortgage, the Assignment, or any of the loan documents executed in connection with the Mortgage or relating to the indebtedness secured by the Mortgage (collectively, together with the Mortgage and the Assignment, the "Loan Documents") or modify any of the terms of any of the Loan Documents. Tenant agrees to give Lender a copy of any notice of default under the Lease served upon Landlord at the same time as such notice is given to Landlord.

6. Intentionally Deleted.

7. The terms and provisions of this Agreement shall be automatic and self-operative without execution of any further instruments on the part of any of the parties hereto. Without limiting the foregoing, however, Lender and Tenant agree, within thirty (30) days after request therefor by the other party, to execute an instrument in confirmation of the foregoing provisions, in form and substance reasonably satisfactory to Lender and Tenant, pursuant to which the parties shall acknowledge the continued effectiveness of the Lease in the event of such foreclosure or other exercise of rights.

8. Any notice to be delivered hereunder shall be in writing and shall be sent registered or certified mail, return receipt requested, postage prepaid, or overnight delivery by Federal Express or similar overnight courier which delivers upon signed receipt of the addressee, or its agent. The time of the giving of any notice shall be the time of receipt thereof by the addressee or any agent of the addressee, except that in the event that the addressee shall refuse to receive any notice, or there shall be no person available (during normal business hours) to receive such notice, the time of giving notice shall be deemed to be the time of such refusal or attempted delivery as the case may be. All notices addressed to Lender or Tenant, as the case may be, shall be delivered to the respective addresses set forth opposite their names below, or such other addresses as they may hereafter specify by written notice delivered in accordance herewith:

If to Tenant: MACOM Technology Solutions Holdings Inc.
 100 Chelmsford Street
 Lowell, MA 01851
 Attention: Wayne Goddard, Director of Facilities
 Telephone: (978) 656-2993
 Email: Wayne.Goddard@macom.com

with a copy
simultaneously to: MACOM Technology Solutions Holdings Inc.
 100 Chelmsford Street
 Lowell, MA 01851
 Attention: J. Rame, Sr. Corporate Attorney
 Telephone: (978) 656-2656
 Email: james.rame@macom.com

and to: Scarinci Hollenbeck
 1100 Valley Brook Avenue
 Lyndhurst, NJ 07071
 Attention: Victor E. Kinon, Esq.
 Telephone: (201) 896-4100
 Email: vkinon@sh-law.com

If to Lender: Boston Private Bank & Trust Company
 Ten Post Office Square
 Boston, MA 02109

with a copy
simultaneously to: Boston Private Bank & Trust Company
 57 Enon Street
 Beverly, MA 01915
 Attention: William Massos, Senior Vice President

9. The term "Lender" as used herein includes any direct or more remote successor or assign of the named Lender herein, including without limitation, any purchaser at a foreclosure

sale, any grantee of a deed in lieu of foreclosure, and any successor or assign of any such purchaser or grantee, and the term “Tenant” as used herein includes any direct or more remote successor and assign of the named Tenant herein, and the term “Landlord” as used herein includes any direct or more remote successor and assign of the named Landlord herein. All terms used herein but not defined herein which are defined in the Lease shall have the same meaning for purposes hereof as they do for purposes of the Lease.

10. Landlord hereby (i) unconditionally and irrevocably authorizes and directs Tenant to make rent payments directly to Lender following receipt of written notice from Lender instructing Tenant to pay any or all amounts due under the Lease, including but not limited to rent, without any obligation to further inquire as to whether or not any default exists under any Loan Document, and (ii) agrees that Landlord shall have no right or claim against Tenant for or by reason of any payment of rent or other charges or amounts made by Tenant to Lender following receipt of such notice. Lender and Landlord hereby agree that Tenant shall be entitled to full credit under the Lease to the extent all rents, charges and other amounts due under the Lease are paid to Lender pursuant to this paragraph. Landlord agrees that, without the prior written consent of Lender, Landlord will not (a) amend or modify the Lease, or (b) terminate, cancel, or accept a surrender of the Lease, or enter into any agreement to do so, except as may be otherwise allowed under the Mortgage or other documents evidencing the loan (provided, however, that Landlord agrees to provide Lender with notice of, and a true and complete copy of any amendment or modification of the Lease regardless of whether Lender's consent is required for such amendment or modification under the loan documents).

10. This Agreement may be signed in multiple counterparts, which, when taken together, shall constitute a fully executed and binding original Agreement. Signatures of the parties to the Agreement via electronic transmission shall be treated as and have the same binding effect as original signatures hereon.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED under seal this ____ day of December, 2016.

LANDLORD:

CPI 100 Chelmsford, LLC,
a Massachusetts limited liability company

By: _____
Name: William L. Manley
Title: Authorized Signatory

CPI 144 Chelmsford, LLC,
a Massachusetts limited liability company

By: _____
Name: William L. Manley
Title: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss

On this ____ day of December, 2016, before me, the undersigned notary public, personally appeared William L. Manley, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, as Authorized Signatory of CPI 100 Chelmsford, LLC, a Massachusetts limited liability company, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
Printed Name: _____
My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this ____ day of December, 2016, before me, the undersigned notary public, personally appeared William L. Manley, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, as Authorized Signatory of CPI 144 Chelmsford, LLC, a Massachusetts limited liability company, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
Print Name: _____
My Commission Expires: _____

TENANT:

MACOM TECHNOLOGY SOLUTIONS HOLDINGS INC.,
a Delaware corporation

By: _____
Name: Robert McMullan
Title: Treasurer

STATE OF _____

COUNTY OF _____, ss.

On this date, December ____, 2016, before me, the undersigned notary public, personally appeared Robert McMullan, as Treasurer of MACOM TECHNOLOGY SOLUTIONS HOLDINGS INC., a Delaware corporation, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose on behalf of the foregoing entity.

Notary Public
Print Name:
My Commission Expires: _____

LENDER:

BOSTON PRIVATE BANK & TRUST COMPANY

By:
Name:
Title:

STATE OF _____

COUNTY OF _____, ss

On this date, December ____, 2016, before me, the undersigned notary public, personally appeared _____, as _____ of _____, a _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose on behalf of the foregoing entity.

Notary Public
Print Name:
My Commission Expires: _____

EXHIBIT D

PERMITTED ENCUMBRANCES

1. Easement from The City Development Authority to Massachusetts Electric Company dated March 24, 1977, recorded in Book 2241, Page 309, as affected by Easement Agreement dated July 19, 1982, recorded in Book 2547, Page 94.
2. Covenants set forth in Deed from City Development Authority to City of Lowell dated October 2, 1978, recorded in Book 2332, Page 534, at Page 549 and filed as Document No. 76121 to the extent in force and applicable.
3. Taking by the City of Lowell for layout of Chelmsford Street dated January 17, 1979, recorded in Book 2349, Page 216.
4. Covenants and easements contained in Deed from City of Lowell to Wang Laboratories dated December 31, 1980, recorded in Book 2459, Page 212 and filed as Document No. 81413.
5. Access and License Agreement by and between AMP Incorporated, M/A-Com, Division and L'Energia Limited Partnership, dated November 17, 1997, recorded in Book 8910, Page 285, and re-recorded in Book 9034, Page 184, as amended by Amendment Agreement dated February 25, 1999, recorded in Book 10461, Page 68.
6. Notice of Activity and Use Limitation dated March 6, 2008, recorded in Book 21997, Page 35.

EXHIBIT E

FORM OF NOTICE OF LEASE

Record and Return To:

Brown Rudnick LLP
One Financial Center
Boston, MA 02111
Attn: Gregory Sampson, Esq.

RECORDING INFORMATION ABOVE

NOTICE OF LEASE

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 183, Section 4, of an instrument of lease (the "Lease") containing, inter alia, the following terms and conditions:

LANDLORD: CPI 100 Chelmsford, LLC, a Massachusetts limited liability company and CPI 144 Chelmsford, LLC, a Massachusetts limited liability company

TENANT: MACOM Technology Solutions Holdings Inc., a Delaware corporation

DATE OF LEASE December __, 2016

INSTRUMENT:

PREMISES: A certain portion of the land currently known and numbered as 100 Chelmsford Street in the City of Lowell Massachusetts, as more specifically shown as the "100 Chelmsford Parcel" on the plan attached hereto as **Exhibit A**, together with the Improvements (as defined in the Lease) and Intangible Rights (as defined in the Lease).

TERM OF LEASE: The initial term of the Lease commences on the date of the Lease and expires on the last day of the month in which the twentieth (20th) anniversary of such date occurs.

In the event of the occurrence of the Commencement Date under that certain lease of even date herewith between CPI 100 Chelmsford, LLC and CPI 144 Chelmsford, LLC and Tenant for premises located adjacent to the Premises (the "144 Chelmsford Lease"), notice of which 144 Chelmsford Lease is recorded concurrently herewith, and only in such event, the initial term of the Lease shall be deemed extended so that it shall end co-terminously with the end of the initial term of the 144 Chelmsford Lease (as established by reference to such Commencement Date).

EXTENSION OPTIONS: Tenant has an option to extend the term of the Lease for two (2) consecutive periods of ten (10) years each, as more specifically provided in the Lease.

MAJOR TENANT: Tenant is designated as a Major Tenant (as defined in that certain Reciprocal Easement Agreement of even date herewith, to be recorded/filed on or after the date hereof) for the Leased Parcel.

ACTIVITY AND USE LIMITATION: Tenant and Landlord acknowledge that the Landlord's Parcel (including without limitation the Premises) is subject to an Activity and Use Limitation pursuant to the terms of Massachusetts General Laws Chapter 21E, recorded with the Middlesex North Registry of Deeds at Book 21997, Page 25, a copy of which has been provided to Tenant.

OTHER PROVISIONS: The Lease contains additional rights, restrictions, terms and conditions not enumerated in this Notice of Lease. Reference should be made to the Lease directly with respect to these and other material terms and conditions.

This Notice of Lease is executed pursuant to the provisions contained in the Lease, and is not intended to vary the terms, conditions or other provisions of the Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice of Lease, the provisions of the Lease shall govern and control. This instrument is not intended to, and does not and shall not, amend, modify, diminish or affect in any way the Lease or the construction or interpretation thereof or any rights or obligations of any of the parties thereto.

This Notice of Lease may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Pages Follow]

Exhibit E, Page 2

EXECUTED under seal this ____ day of December, 2016.

LANDLORD:

CPI 100 Chelmsford, LLC,
a Massachusetts limited liability company

By: _____
Name: William L. Manley
Title: Authorized Signatory

CPI 144 Chelmsford, LLC,
a Massachusetts limited liability company

By: _____
Name: William L. Manley
Title: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss

On this ____ day of December, 2016, before me, the undersigned notary public, personally appeared William L. Manley, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, as Authorized Signatory of CPI 100 Chelmsford, LLC, a Massachusetts limited liability company, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
Printed Name: _____
My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this ____ day of December, 2016, before me, the undersigned notary public, personally appeared William L. Manley, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, as Authorized Signatory of CPI 144 Chelmsford, LLC, a Massachusetts limited liability company, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
Print Name: _____
My Commission Expires: _____

TENANT:

MACOM TECHNOLOGY SOLUTIONS HOLDINGS INC.,
a Delaware corporation

By: _____
Name: Robert Dennehy
Title: Senior Vice President

By: _____
Name: Robert McMullan
Title: Treasurer

STATE OF _____

COUNTY OF _____, ss

On this date, December ____, 2016, before me, the undersigned notary public, personally appeared Robert Dennehy, as Senior Vice President of MACOM TECHNOLOGY SOLUTIONS HOLDINGS INC., a Delaware corporation, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose on behalf of the foregoing entity.

Notary Public
Print Name:
My Commission Expires: _____

STATE OF _____

COUNTY OF _____, ss.

On this date, December ____, 2016, before me, the undersigned notary public, personally appeared Robert McMullan, as Treasurer of MACOM TECHNOLOGY SOLUTIONS HOLDINGS INC., a Delaware corporation, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose on behalf of the foregoing entity.

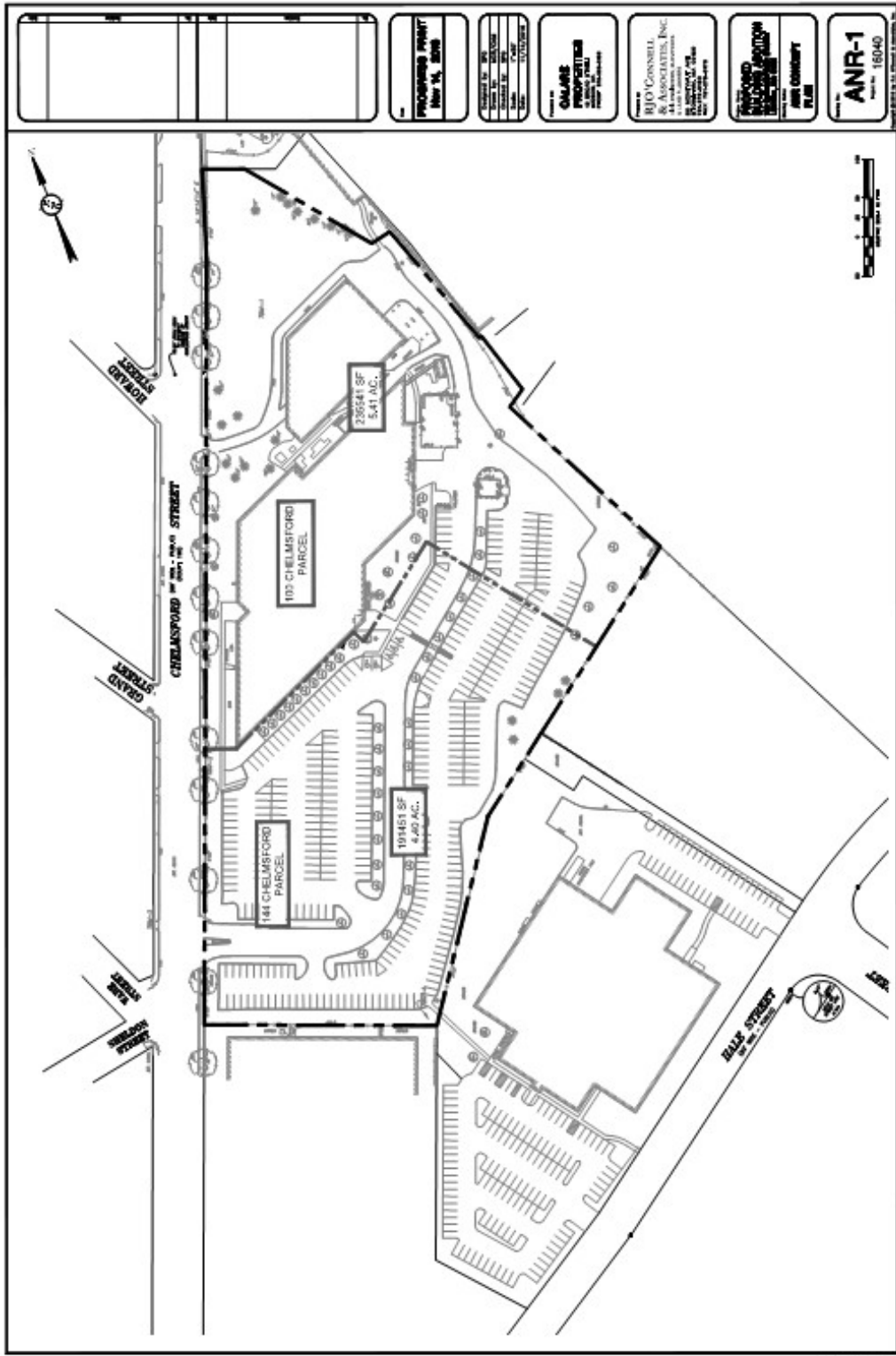
Notary Public
Print Name:
My Commission Expires: _____

EXHIBIT A

PLAN OF 100 CHELMSFORD PARCEL

(see attached)

Exhibit E, Page 5



PROGRESS FRONT Nov 14, 2008	DRAWN BY: [blank] CHECKED BY: [blank] DATE: [blank]	CALLANE PROPERTIES 1000 W. 10TH AVENUE SUITE 100 DENVER, CO 80202	PROJECT BY: RJO CONNELL & ASSOCIATES, INC. 1000 W. 10TH AVENUE SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 FAX: 303.733.1101	PROPOSED REVISIONS DATE DESCRIPTION	ANR-1 Nov 14, 2008
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Exhibit E, Page 6

LEASE AGREEMENT

**144 CHELMSFORD STREET
LOWELL, MASSACHUSETTS**

by and between:

CPI 100 Chelmsford, LLC,
a Massachusetts limited liability company
and
CPI 144 Chelmsford, LLC,
a Massachusetts limited liability company

collectively as Landlord

and

MACOM Technology Solutions Holdings Inc.,
a Delaware corporation

as Tenant

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SCHEDULE OF EXHIBITS

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APPENDIX 5	FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

LEASE AGREEMENT

144 CHELMSFORD STREET
LOWELL, MASSACHUSETTS

THIS LEASE AGREEMENT (the “Lease” or this “Lease”) is made and entered into as of the 28th day of December, 2016 (the “Effective Date”), by and between CPI 100 Chelmsford, LLC, a Massachusetts limited liability company and CPI 144 Chelmsford, LLC, a Massachusetts limited liability company (collectively, “Landlord”) and MACOM Technology Solutions Holdings Inc., a Delaware corporation (“Tenant”).

RECITALS

A. Landlord is, simultaneously with the execution and delivery of this Lease, purchasing from Tenant’s affiliate certain improved real property (the “Landlord's Parcel”) currently known as and numbered 100 Chelmsford Street, in the City of Lowell, Massachusetts, more particularly described on EXHIBIT A and shown on the plan attached hereto as EXHIBIT A-1.

B. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord that certain portion of the Landlord’s Parcel shown as “144 CHELMSFORD PARCEL” on the plan attached hereto as EXHIBIT A-1 (the “Leased Parcel”), together with the Improvements (as defined herein), which will include without limitation certain improvements to be constructed by Landlord to the extent required as set forth in APPENDIX 1 (attached hereto and incorporated herein by reference) and Intangible Rights (as defined herein), all upon the terms and conditions hereinafter set forth. It is anticipated that the Leased Parcel will be known as and numbered 144 Chelmsford Street, Lowell, Massachusetts.

C. Simultaneously herewith Landlord and Tenant are entering into a Lease Agreement (the “100 Chelmsford Lease”) pursuant to which Landlord will lease to Tenant the remaining portion of Landlord’s Parcel as shown as “100 CHELMSFORD PARCEL” on the plan attached hereto as EXHIBIT A-1 together with all Improvements (as such term is defined in the 100 Chelmsford Lease) now and/or hereafter existing thereon, which will include without limitation certain site improvements to be constructed by Landlord to the extent required as set forth in APPENDIX 1 (the “100 Chelmsford Parcel”).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

1. Demised Premises.

(a) Demise. Landlord hereby leases unto Tenant and Tenant hereby leases from Landlord the Leased Parcel and all buildings, structures, fixtures and improvements now or hereafter located thereon and/or to be constructed thereon as in this Lease provided (collectively the “Improvements”), together with all existing rights of ingress and egress from all public ways adjacent to the Premises, such rights (the “Ancillary Rights”) being in common with Landlord and others now or hereafter entitled thereto from time to time pursuant to the terms of any applicable Other Documents (as defined herein). It is anticipated that upon the occurrence of Substantial Completion of the Landlord Work (as such terms are defined in APPENDIX 1), the Improvements will include without limitation a building comprised of approximately 59,000 square feet of gross floor area as shown approximately as “NEW BUILDING” and “CONNECTOR” on EXHIBIT A-2, which square footage shall be finalized by the Work Plans (as defined in APPENDIX 1) and shall not be subject to challenge or re-measurement by either party for all intents and purposes under this Lease (except to the extent otherwise expressly provided herein). The Leased Parcel, the Improvements and Ancillary Rights are hereinafter collectively referred to as the “Premises.” As used herein, “Building” shall mean any building or buildings as shall at any given time have been constructed on the Leased Parcel.

(b) Condition of Leased Parcel. Immediately prior to the Effective Date, Tenant occupied the Leased Parcel. Tenant is therefore familiar with the Leased Parcel, and its condition and suitability for Tenant’s use and Tenant acknowledges that, except as specifically set forth herein, Landlord has not made any warranty or representations, expressed or implied, as to the condition or suitability of the Leased Parcel for Tenant’s intended use and that Tenant is leasing the Leased Parcel and hereby accepts the Leased Parcel in its “AS IS” and “WHERE IS” condition. Except to the extent expressly set forth in APPENDIX 1, Landlord shall not have any obligation to make repairs, alterations or improvements to the Leased Parcel, Building and/or Premises, either at or prior to the commencement of the term hereof or at any time thereafter. Tenant, at Tenant’s option and/or election, shall have the right, but not the obligation, to perform certain work and/or make certain installations at the Premises in connection with Tenant’s initial occupancy thereof as set forth in EXHIBIT B (the “Tenant Work”).

(c) Landlord Work. APPENDIX 1 sets forth certain rights and obligations of Landlord and Tenant with respect to the design, permitting and performance of the Landlord Work (as defined in APPENDIX 1), which Landlord Work includes certain site improvements to be made to both the Leased Premises and the 100 Chelmsford Parcel. As set forth in APPENDIX 1, in the event of the occurrence of an Approval Contingency Failure (as defined in APPENDIX 1), subject to all of the terms and conditions applicable thereto as set forth in APPENDIX 1, Landlord shall have no obligation to perform the Landlord Work and the Possession Date shall be deemed to have occurred. Further in the event of the occurrence of an Approval Contingency Failure,

and only in such event, the terms and conditions of **EXHIBIT F** shall also apply (and shall govern and control in the event of a conflict between the terms and conditions of this Lease outside of **EXHIBIT F** and the terms and conditions of **EXHIBIT F**).

2. Term.

(a) Initial Term. The initial term (“Initial Term”) of this Lease shall commence on the Commencement Date and shall terminate at 11:59 p.m. on the last day of the month during which the twentieth (20th) anniversary of the Commencement Date occurs, subject to Tenant’s right to extend this Lease as set forth in Section 2(b). As used herein, “Commencement Date” shall mean the Possession Date (as defined in **APPENDIX 1**). As used herein, the “term” or the “term of this Lease” shall mean the Initial Term, as the same may be extended by an Optional Extension Term (as defined herein) as set forth in clause (b) immediately below.

(b) Extension Term(s). Provided that Tenant is not then in default beyond any applicable notice and cure period under any monetary term or condition of this Lease at the time of exercise of an Optional Extension Term (defined herein), and further provided that Tenant gives Landlord written notice of Tenant’s election to exercise an Optional Extension Term by no later than such date (the “Option Exercise Deadline”) as is at least two (2) years prior to the end of the then current term, Tenant shall have the right to extend the term of this Lease for two (2) separate and consecutive optional extension periods of ten (10) years each (each an “Optional Extension Term” and collectively the “Optional Extension Terms”). Upon Tenant’s exercise of an option to extend the term for an Optional Extension Term as set forth above, the term of this Lease shall be thereby automatically extended for the period of such Optional Extension Term without the need for the parties to execute and deliver any further documentation, such Optional Extension Term shall be on the same terms and conditions as were in effect under this Lease for the term prior to such Optional Extension Term except that the fixed annual Base Rent due hereunder for each Optional Extension Term shall be determined as set forth in Section 3(b) and Tenant shall have no further options to extend the term other than the Optional Extension Terms expressly provided for in this Section 2(b). At such time as such information has been conclusively determined hereunder, at the election of either party, the parties shall execute an agreement, in a form reasonably acceptable to the parties, memorializing the dates of any Optional Extension Term and the Base Rent applicable thereto.

3. Rental.

(a) During the term hereof, commencing on the Commencement Date, Tenant shall pay to Landlord, in advance on the first day of each calendar month in equal monthly installments at the address set forth in Section 17 or such other place as Landlord may from time to time designate, in writing, without demand or right of set-off except to the extent (if any) otherwise expressly set forth in this Lease, fixed and minimum annual rental (“Base Rent”) as determined under Section I(g) of **APPENDIX 1**, provided that commencing on the first day after the conclusion of the first twelve (12) full calendar months of the term, and then continuing annually thereafter on the one (1) year anniversary of such date, the Base Rent shall be increased by one and one-half percent (1.5%) above the previous year’s Base Rent. All Base Rent shall be payable in addition to all additional rent required under this Lease. If the Commencement Date begins on a date other than the first day of a calendar month, or the term of this Lease ends on a day other than the last day of the calendar month, Base Rent for such month shall be prorated, based on the number of days in the applicable calendar month. Tenant shall pay an interest charge determined in accordance with Section 16 for Base Rent received by Landlord more than five (5) days following the due date.

(b) Extension Terms. The annual Base Rent due during each Optional Extension Term for which Tenant shall have exercised its extension option right shall be equal to the greater of (i) ninety-five percent (95%) of the Market Rent (as defined herein) or (ii) the average of the annual Base Rent in effect for all years (x) of the Initial Term (in the case of the first such Optional Extension Term) or (y) of the first such Optional Extension Term (in the case of the second such Optional Extension Term); provided that, commencing on the first day after the conclusion of the first twelve (12) full calendar months of any such first or second (as applicable) Optional Extension Term and then continuing annually thereafter on each anniversary of such date for the duration of such first or second (as applicable) Optional Extension Term, the annual Base Rent shall be increased by one and one-half percent (1.5%) above the previous year’s annual Base Rent.

(c) Market Rent. The “Market Rent” for the Premises shall be the rental rate being charged under new leases of premises in Massachusetts comparable to the Premises and located within ten (10) miles of the Premises (the “Trade Area”) for the first year of a ten (10) year term commencing approximately at the time of the applicable Optional Extension Term, taking into account all of the terms and conditions of this Lease (other than rental) and all other relevant factors such as the size, condition, use, utility, location and accessibility of the Premises, determined as follows:

(i) Within ninety (90) days after the later to occur of (i) Landlord’s receipt of Tenant’s notice of its exercise of an Optional Extension Term in accordance with Section 2(b) or (ii) the Option Exercise Deadline applicable thereto, Landlord shall deliver to Tenant written notice of its determination of Market Rent. Tenant shall, within sixty (60) days after receipt of such notice, notify Landlord in writing whether Tenant accepts or rejects Landlord’s determination of Market Rent (“Tenant’s Response Notice”). If Tenant so accepts Landlord’s determination of Market Rent or if Tenant fails to timely deliver Tenant’s Response Notice then such determination of the Market Rent by Landlord shall be conclusively deemed to be the Market Rent hereunder for the applicable Optional Extension Term.

(ii) If Tenant's Response Notice is timely delivered to Landlord and indicates that Tenant rejects Landlord's determination of Market Rent, then Market Rent shall be determined in accordance with the procedures set forth below in this clause (ii). Within fifteen (15) days after receipt by Landlord of Tenant's Response Notice indicating Tenant's rejection of Landlord's determination of Market Rent, Tenant and Landlord shall each notify the other in writing of their respective designation of an individual broker or appraiser (respectively, "Tenant's Broker" and "Landlord's Broker"). If Landlord shall fail to so designate Landlord's Broker then Tenant shall have the right to arrange for Tenant's Broker to designate Landlord's Broker by notice to Landlord and Tenant given after Landlord's failure to have done so as and when required herein, and if Tenant shall fail to so designate Tenant's Broker then Landlord shall have the right to arrange for Landlord's Broker to designate Tenant's Broker by notice to Landlord and Tenant given after Tenant's failure to have done so as and when required herein. Within ten (10) days of the designation of Landlord's Broker and Tenant's Broker, Landlord's Broker and Tenant's Broker shall jointly select a third broker (the "Third Broker"), failing which either party may petition the President of the Greater Boston Real Estate Board requesting that he or she designate the Third Broker (which designation shall be binding on the parties). All of the brokers or appraisers selected shall be duly licensed or certified individuals with at least five (5) years' commercial brokerage or appraisal experience in the Trade Area with particular experience with the type of property represented by the Premises and, in the case of the Third Broker only, shall not have acted in any capacity for either Landlord or Tenant or any Tenant Affiliate (as defined herein) within ten (10) years prior to the broker's selection. The Third Broker shall determine the Market Rent for the applicable Optional Extension Term in accordance with the requirements and criteria set forth herein employing the method commonly known as Baseball Arbitration, whereby Landlord's Broker and Tenant's Broker each sets forth its determination of Market Rent, and the Third Broker must select one or the other (it being understood that the Third Broker shall be expressly prohibited from selecting any alternative figure). Landlord's Broker and Tenant's Broker shall deliver their respective determinations of the Market Rent to the Third Broker within twenty (20) days of the appointment of the Third Broker and the Third Broker shall render his or her decision within fifteen (15) days after receipt of both of the other two determinations of Market Rent. The Third Broker's decision shall be binding on both Landlord and Tenant and shall be conclusively determined to be the Market Rent hereunder for the applicable Optional Extension Term. If either Landlord's Broker or Tenant's Broker shall have failed to submit their respective determinations of Market Rent as and when required hereunder, then any determination of Market Rent that shall have been submitted by one of them as and when required hereunder shall be conclusively determined to be the Market Rent hereunder for the applicable Optional Extension Term. Each party shall bear the cost of its own broker or appraiser and shall share equally in the cost of the Third Broker. In the event that the Market Rent has not been conclusively determined before the commencement of the applicable Optional Extension Term, then Tenant shall pay Base Rent based upon a ten percent (10%) premium over the annual Base Rent in effect immediately prior to the commencement of the applicable Optional Extension Term until Market Rent for such Optional Extension Term has been conclusively determined hereunder, at which time either Tenant shall promptly pay any unpaid Base Rent to Landlord or Landlord shall promptly refund or credit to Tenant any overpaid Base Rent, in either case with interest at the rate provided for under Section 16.

4. Taxes.

(a) Throughout the term of this Lease and any extension, Tenant shall pay before delinquency, as additional rent, all Taxes upon or allocable to the Premises as set forth herein. As used herein, "Taxes" shall mean all taxes, charges and assessments, general and special, ordinary and extraordinary, of every nature and kind whatsoever, and all water rates and sewage or sewer use charges levied, assessed or imposed upon any property that includes the Premises or any portion thereof (the "Taxed Property"), as hereinafter provided, whether such tax, rate, charge or assessment shall be for village, town, county, state, federal or any other purpose whatsoever Taxes shall include, without limitation, all general real property taxes and general, special and area-wide assessments, charges, fees, assessments for transit, police, fire or other governmental services or purported benefits to the Taxed Property, so-called business improvement district charges and service payments in lieu of or in addition to real estate taxes, that may be now or may hereafter be levied or assessed against the Taxed Property or Landlord by the United States of America, the County of Middlesex, Commonwealth of Massachusetts, City of Lowell, or any political subdivision, public corporation, district or other political or public entity. Taxes shall also include any and all general and special assessments, fees and charges assessed or imposed upon the Taxed Property by virtue of any private restrictive covenant. Should any governmental agency or political subdivision impose any taxes and/or assessments, whether or not now customary or within the contemplation of the parties hereto, either by way of substitution for taxes and assessments presently levied and assessed against the real estate as well as the Improvements thereon, or in addition thereto, including, without limitation, any taxes based upon the rentals received by Landlord hereunder (other than an income or franchise tax) or any other tax, fee or excise on the act of entering into this Lease or on the use or occupancy of the Premises or any part thereof or in connection with the business of renting the Premises, such taxes and/or assessments shall be deemed to constitute Taxes for the purpose of this Section 4 and shall be paid by Tenant. Taxes shall not include income, intangible, franchise, capital stock, estate or inheritance taxes or taxes substituted for or in lieu of the foregoing exclusions, all of which shall be paid by Landlord. Taxes payable by Tenant hereunder shall also include reasonable costs, disbursements and legal fees of Landlord incurred in connection with proceedings to abate, contest, determine or reduce any such Taxes (a "Tax Contest"), but not in excess of the savings to Tenant realized by the Tax Contest unless Landlord undertook such Tax Contest on account of a Tenant Request (as defined herein). Upon written request Tenant shall furnish to Landlord a receipted tax bill, or other satisfactory evidence of the payment of such taxes, assessments and charges within 10 days after the same are due and payable. Tenant's obligations under this Section 4 shall survive the expiration or earlier termination of this Lease.

(b) With regard to Taxes, if at any time during the term of this Lease, the Premises are assessed for Tax purposes as a part of any other real property owned by Landlord (the "Landlord's Tax Parcel"), then Tenant shall be responsible for and shall

pay to Landlord (A) one hundred (100%) percent of the Taxes assessed against or allocated to all buildings and related improvements on the Premises (and any fixtures or personal property located therein); and (B) Tenant's Pro Rata Share of the Taxes assessed against or allocated to the land comprising, and so-called site improvements (specifically excluding any buildings) located on, the Landlord's Tax Parcel, such payment to be made within thirty (30) days following Landlord's invoicing Tenant therefor (which invoice shall include copies of the applicable Tax bills). Tenant's "Pro Rata Share" shall be a fraction the numerator of which is the square foot land area of the Leased Parcel and the denominator of which is the square foot land area of the Landlord's Tax Parcel, as either thereof may change as a result of a lot line adjustment as contemplated under clause (i) of Section 35(a) below. As of the Effective Date, the Tenant's Pro Rata Share is Forty-four and 84/100 (44.84%) percent. If, however, the Premises are assessed for Taxes separate and apart from any other real property of Landlord, then Tenant shall pay, prior to delinquency, and directly to the taxing authority, one hundred (100%) percent of all Taxes assessed against or allocated to the Premises and if Tenant is delinquent in paying any thereof then Tenant shall be fully responsible for paying upon the imposition thereof any interest, penalty or other late fee or charge arising due to such delinquency. If the Premises are separately assessed for Taxes, Landlord shall attempt to arrange to have all notices concerning tax assessments, changes in assessments, tax rates and changes, and tax bills (collectively, "Tax Bills") sent directly from the applicable governmental authorities to Tenant. If Landlord is not able to arrange to have Tax Bills sent directly to Tenant, then based upon timely receipt thereof by Landlord, Landlord shall timely supply Tenant with copies of all Tax Bills after receipt by Landlord, so that Tenant may timely pay such Tax Bills so as to avoid any interest or penalty charges for late payment. If Landlord fails to provide such invoices in a timely fashion Landlord shall pay any late charge, interest or fee based on such delay and payment. Notwithstanding anything to the contrary contained herein, Tenant shall be responsible for paying, directly to the taxing authority and without delinquency, all governmental imposed taxes, charges or assessments against any fixtures or personal property of Tenant.

(c) If there are at least two (2) years remaining under the term of this Lease and Tenant is not in default under this Lease beyond any applicable notice or cure period, and if:

A. the Premises are separately assessed for Taxes and Tenant notifies Landlord, on or prior to the twenty-fifth (25th) day prior to the deadline under applicable law for timely filing for a Tax Contest (the "Filing Deadline"), that Tenant will file a Tax Contest, or

B. the Premises are not separately assessed for Taxes and Tenant notifies Landlord, on or prior to the twenty-fifth (25th) day prior to the Filing Deadline, of Tenant's request that Landlord pursue a particular Tax Contest (a "Tenant Request") but Landlord, within fifteen (15) days prior to the Filing Deadline, notifies Tenant that Landlord is declining such request,

then, in either such case, Tenant may pursue a Tax Contest in good faith by appropriate proceedings at its own expense, provided that Tenant shall first have paid such Taxes or, if the payment of such Taxes is to be postponed or deferred during the contest with respect to and such Tax Contest is occurring during any period in which Tenant does not satisfy the Financial Prerequisite (as defined herein), Tenant shall have furnished Landlord a bond of a surety company reasonably satisfactory to Landlord in an amount equal to, or shall have deposited with any bank or trust company of Landlord's selection in the State wherein the Premises are located to hold such deposit and apply the same as hereinafter provided, the amount of the Taxes so contested, together with such additional sums as may reasonably be required to pay interest or penalties accrued or to accrue on any such Taxes. Nothing contained herein, however, shall release Tenant of the obligation to pay and discharge contested Taxes as finally adjudicated, with interest and penalties, and all other charges directed to be paid in or by any such adjudication. Any such contest or legal proceeding shall be begun by Tenant as permitted by applicable law; provided, however, that Tenant may in its discretion consolidate any proceeding to obtain a reduction in the assessed valuation of the Premises for tax purposes relating to any tax year with any similar proceeding or proceedings relating to one or more other tax years. Notwithstanding anything contained herein to the contrary, Tenant shall pay all such contested items before the time when the Premises or any part thereof might be forfeited as a result of nonpayment.

(d) Landlord shall join in any Tax Contest brought by Tenant under Section 4(c) and hereby agrees that the same may be brought in its name, if the provisions of any law, rule or regulation at the time in effect shall so require. Tenant shall indemnify and save Landlord harmless from any liabilities, losses, or expenses (including reasonable attorney's fees) in connection with any such Tax Contest in which Landlord shall join or permit to be brought in its name pursuant to this Section 4(d).

(a) So long as Tenant is not in default under any term or condition of this Lease beyond any applicable notice and cure period, Tenant shall be entitled to share in any refund of any Taxes on account of any Tax Contest (including any refunded penalties or interest thereon) in an amount in proportion to the percentage that the amount so refunded was originally paid for by Tenant (and Landlord shall be entitled to that portion of the refund that is in proportion to the percentage that the amount so refunded was originally paid by Landlord, any predecessor owner or any third party); provided, however, that there shall first be deducted from the amount of any such refund such amounts as are necessary to reimburse Tenant (or Landlord, if Landlord was the contesting party pursuant to Section 4(f) below), for the reasonable costs of the particular Tax Contest actually paid by Tenant (or Landlord, if so applicable) in pursuit of the Tax Contest (provided that if any of such costs were paid to an affiliate of Tenant (or Landlord, if so applicable) then those costs shall only be deducted to the extent that they do not exceed what such costs would have been had they been paid to an unaffiliated party on an arm's-length basis).

(a) If Tenant is not entitled to pursue a Tax Contest as set forth in Section 4(c), then Landlord may on its own initiative elect to pursue a Tax Contest without restriction; provided, however that if (i) there are at least two (2) years remaining under the term of this Lease and (ii) Tenant is not in default under this Lease beyond any applicable notice or cure period, then Landlord shall not so commence any such Tax Contest, or agree to any settlement, compromise or other disposition of any such Tax Contest proceedings, or discontinue or withdraw from any such Tax Contest, or accept any refund of any Taxes as a result of any Tax Contest, in each case without the consent of Tenant, which consent (x) Tenant may withhold in Tenant's sole discretion if the Premises are separately assessed for Taxes or (y) Tenant shall not unreasonably withhold or condition if the Premises are not separately assessed for Taxes, provided that, in any event, if Tenant does not notify Landlord in writing within fifteen (15) days of Tenant's receipt of a notice from Landlord requesting Tenant's consent to a Tax Contest (provided that Landlord's request therefor shall include a statement in a conspicuous place and in capital letters to the effect that "FAILURE TO RESPOND TO THIS REQUEST IN FIFTEEN (15) DAYS WILL BE DEEMED CONSENT") then Tenant shall be deemed to have given such consent. Tenant agrees, at no out-of-pocket cost to Tenant, to reasonably cooperate with Landlord, in any such Tax Contest brought by Landlord under this Section 4(f).

5. Use of Premises. Tenant shall have the right to use the Premises for any lawful commercial use. Tenant shall not cause or maintain or authorize any nuisance or commit or suffer the commission of any waste in, on or about the Premises. Tenant acknowledges that Landlord has made no warranty or representation regarding the suitability of the Premises for Tenant's intended use and that, except to the extent expressly set forth in **APPENDIX 1** or to the extent caused by negligence or willful misconduct of Landlord and/or Landlord employees, agents, contractors and/or invitees, Tenant is responsible during the term of this Lease for all activities occurring on the Premises. Subject to the provisions of Section 6 and **APPENDIX 1**, Tenant, at its sole cost and expense, shall comply with and conform to all present and future laws, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, even if unforeseen or extraordinary, of every governmental authority or agency and all covenants, restrictions and conditions now of record which may be applicable to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Premises, even if compliance therewith (i) necessitates structural changes or improvements (including changes required to comply with the "American With Disabilities Act") or (ii) requires Tenant to carry insurance other than as required by the provisions of this Lease.

6. Repairs. Except as otherwise expressly set forth in **APPENDIX 1**, throughout the term hereof, Tenant shall keep and maintain the Premises (including, without limitation, all Improvements located therein, all Alterations made thereto, and all fixtures installed therein) in good condition and repair and be responsible for all maintenance, repairs and replacements to the Premises, structural and nonstructural, ordinary or extraordinary, foreseen or unforeseen, including, but not limited to, all structural repairs and replacements to the foundation, exterior and/or load bearing walls, interior and exterior windows, roof, and, mechanical, electrical, plumbing, heating, ventilation and air conditioning and life safety systems (the "Systems") of the Premises, and including without limitation all landscaping, sidewalks, driveways, parking areas and other outdoor facilities or amenities contained in or about the Premises. Tenant shall make all such repairs and replacements as may be necessary to keep and maintain the Premises in a condition consistent with other buildings of similar use, age and construction located in the Lowell, Massachusetts trade area, and shall not defer any repairs, maintenance or replacements in anticipation of the expiration of the term. Tenant shall keep and maintain the Premises in a clean, safe, sanitary and tenantable condition in a manner compatible with its intended use, shall not permit any garbage, waste, refuse or dirt of any kind to accumulate in or about the Premises, shall keep all Systems in good working order and operating condition, shall keep all driveways, parking areas, entrances and pedestrian walkways in a reasonably safe condition (including reasonably free from snow and ice) and shall make any repairs, replacements or improvements which may be required by any laws, rules, regulations, ordinances or orders of any federal, state, local or other governmental authority having jurisdiction over the Premises. Tenant shall not cause deterioration (other than ordinary wear and tear), waste, damage or injury to the Premises. Except as expressly provided in **APPENDIX 1** of this Lease, Landlord shall not be required to make any repairs, alterations, maintenance or replacements in or to the Premises.

7. Utilities. Throughout the term hereof, Tenant shall be responsible for and shall promptly pay as and when due all charges for heat, water, gas, electricity, telephone, sanitary sewer and other utilities used or consumed in, on or upon the Premises. Tenant shall at all times keep the Premises sufficiently heated so as to prevent freezing and deterioration thereof and/or of the equipment and facilities contained therein. Except as otherwise expressly set forth in **APPENDIX 1**, Tenant shall be responsible for all utility connections.

8. Alterations.

(a) Except for the Tenant Work and except for New Improvements (as defined in **EXHIBIT F**), which Tenant may complete without the need for Landlord's prior written approval under this Section 8 (but, in any event, subject to all of the other terms of this Lease applicable thereto), Tenant shall not make any alterations, additions or improvements on, to or about the Premises ("Alterations") except in accordance with this Section 8. Except as otherwise expressly set forth in Section 8(b) below, any Alterations shall at once be deemed a part of the realty and belong to Landlord. Subject to the conditions set forth in clauses (A) through (F) of this Section 8(a) below, as applicable, during the term of this Lease, except for any Tenant Work as aforesaid: (i) Tenant shall be permitted to make any interior, non-structural Alterations to the Building ("Permitted Non-Structural Alterations") without the prior written consent of Landlord; (ii) Tenant shall be permitted to make any Alterations to or affecting the interior structural elements or Systems of the Premises or any part thereof and to the extent such interior structural alterations necessitate

structural Alterations to the exterior of the Building such changes shall be permitted (“Permitted Structural Alterations” and, together with any Permitted Non-Structural Alterations, “Permitted Alterations”) without the prior written consent of Landlord provided that Tenant delivers to Landlord notice thereof at least thirty (30) days in advance of its making such Permitted Structural Alterations which notice shall include copies of Tenant’s plans and specifications therefor; and (iii) Tenant shall not make any exterior Alterations that are not Permitted Alterations or any other Alterations that are not Permitted Alterations (as the case may be, “Other Alterations”) without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. During the term of this Lease, Tenant may install on the Premises such trade fixtures and equipment as Tenant deems necessary for its business activities; provided that the installation and use of all such trade fixtures and equipment shall be in compliance with any and all applicable governmental laws, rules, regulations and ordinances and if the installation of any such trade fixtures or equipment would require modification to the structural elements or Systems of the Premises or any part thereof then the same shall be deemed Permitted Structural Alterations. All such Alterations shall be completed in a good and workmanlike manner incorporating materials comparable to that which exist in the affected portions of the Premises and, in any event, in “good condition,” and upon completion thereof Tenant shall deliver to Landlord copies of (x) any certificate of occupancy required by any governmental authorities to have been issued therefor and (y) plans and specifications prepared by a certified architect depicting such Alterations as installed. Minor decorations to the Premises, such as moveable partitions, carpeting, painting and wallpapering, shall not constitute Alterations. Notwithstanding anything to the contrary contained herein, all Alterations shall be subject to the following conditions:

1. Tenant shall pay, or cause to be paid, the entire cost of the Alterations.
2. With respect to any Permitted Structural Alteration or any Other Alteration that, in Landlord’s reasonable judgment, would materially adversely affect the value or the utility of the Premises, Tenant shall, at Landlord’s election (a “Restoration Election”), either (as Landlord shall elect in its Restoration Election) (x) restore the affected area to the condition in which it existed prior to such Alteration or (y) otherwise remove the Alteration in a manner that leaves the Premises in a safe and secure, structurally sound, weather-tight and architecturally whole condition and in compliance with applicable law. A Restoration Election may be made at any time up until the later to occur of (i) one (1) year prior to the natural expiration of the term of this Lease or (ii) in the event of any early termination of this Lease within ten (10) days following the later to occur of (A) the date of such early termination or (B) not more than ten (10) days after Tenant shall have afforded Landlord all plans, specifications and other information and access reasonably requested by Landlord. Notwithstanding the foregoing sentence, Tenant may at any time request in writing that Landlord either make or decline to make a Restoration Election with respect to any particular proposed Alterations (prior to Tenant’s making the same) and if Tenant makes such request and provides to Landlord all plans, specifications and other information and access reasonably requested by Landlord in order for Landlord to make a reasonably informed decision as to whether to make a Restoration Election then Landlord will, within 30 days after receiving all such information, inform Tenant in writing as to whether Landlord is making or declining to make such Restoration Election, with Landlord’s failure to make such Restoration Election being deemed Landlord’s having declined to make the same. If Landlord makes a Restoration Election, Tenant may then elect not to make the proposed Alterations, provided that if Tenant shall thereafter perform the Alterations then Tenant shall perform the restoration or removal work required therefor at its sole cost, which work shall be deemed Alterations to the extent applicable under the terms of this Section 8. Notwithstanding the foregoing, the provisions of this clause B shall not apply to any New Improvements except to the extent of any Business Installations therein.
3. Tenant shall keep the Premises free from and promptly remove any mechanic’s liens and indemnify, defend, and hold Landlord harmless from any and all liability or expense of any kind and description (including reasonable attorneys’ fees) which may arise out of or be connected in any way with Tenant’s Alterations. Any mechanic’s lien filed against the Premises or for Alterations or materials furnished to Tenant shall be discharged by Tenant within thirty (30) days of Tenant becoming aware of its filing, at Tenant’s sole expense, by payment or filing of a bond satisfactory to Landlord.
4. Tenant shall hold Landlord harmless from all claims, losses, liabilities, damages, and expenses (including reasonable attorney’s fees) resulting from any Alterations.
5. Tenant shall obtain and pay for all necessary permits and approvals and shall comply with all applicable governmental requirements and insurance rating bureau recommendations, including complying with any rules and regulations related to the handling or removal of asbestos containing materials; and
6. Tenant or Tenant’s contractor’s shall carry builder’s risk insurance covering all Alterations, in form

and amounts and with companies satisfactory to Landlord, naming Landlord and Mortgagee (as defined herein), if any, as an additional insured.

(a) Tenant shall remain the owner of all trade fixtures and equipment installed in the Premises, as well as those Alterations and fixtures (such fixtures, as distinguished from "trade fixtures" and "equipment," being herein referred to as "Permanent Fixtures") which are part of Tenant's business operations and functions conducted at the Premises (any such Alterations and Permanent Fixtures being, individually or collectively, "Business Installations"). Tenant shall be entitled to remove Business Installations at any time but at the expiration of the term of this Lease shall be obligated to remove any such Business Installations for which Landlord shall have made a Restoration Election in accordance with clause (B) of Section 8(a), subject to the requirements of Section 18 below. In any event, in connection with any removal of Business Installations Tenant shall (x) restore the affected area to the condition in which it existed prior to the initial installation thereof or (y) otherwise remove the same in a manner that leaves the Premises in a safe and secure, structurally sound, weather-tight and architecturally whole condition and in compliance with applicable law. Landlord hereby waives any and all rights it may have to any statutory, pre-judgment landlord's lien and/or rights of distraint on the Business Installations, as well as on any of Tenant's trade fixtures, equipment, goods, inventory and other personal property located within the Premises (collectively, "Tenant's Property"). If requested by Tenant's lender holding a lien on Tenant's Property ("Tenant's Lender"), Landlord shall promptly execute and deliver an instrument in form reasonably satisfactory to Tenant's Lender and Landlord, which form shall (i) provide for Landlord's consent to the Lender's lien on any of Tenant's Property ("Collateral"), (ii) provide for Landlord's subordination to the Lender's lien of any right to levy or distraint the Collateral (and confirming Landlord's subordination to the Lender's lien of any statutory lien on the Collateral) and (iii) afford Tenant's Lender the opportunity to enter the Premises in order to remove the Collateral on reasonable terms and conditions (including without limitation, the condition that Tenant's Lender pay Landlord any per diem amounts due under Section 20 hereof with respect to any period of time in which the Collateral remains on the Premises after the termination of this Lease, restore any damage caused by such removal and otherwise remove such collateral in accordance with any requirements of clause (B) of Section 8(a) above or Section 18 below as are applicable to the particular Collateral, and indemnify Landlord from any damage or liability caused to Landlord by such entry and removal activities including reasonable attorneys' fees incurred by Landlord in connection therewith.

(a) Without limitation, the installation by Tenant on the roof of any Building, and/or any other portion(s) of the Leased Parcel upon which buildings or structures may be erected under the terms of this Lease, of solar panels ("Solar Panels"), equipment providing an uninterrupted power supply to the Premises (including, without limitation, generators and chargers), and/or equipment providing for electric service generation and/or storage (any such solar panels and/or other equipment being, collectively, "Tenant's Exterior Equipment") shall constitute Permitted Alterations hereunder. Tenant's Exterior Equipment, once installed, shall constitute Business Installations hereunder for which Landlord shall be deemed to have made a Restoration Obligation. All proceeds and other consideration which Tenant receives relative to the exercise of Tenant's right to install and/or operate the Solar Panels and/or any other items of Tenant's Exterior Equipment shall be the sole property of the Tenant and Landlord shall have no right, title or interest in and to the same or any part thereof. Notwithstanding the foregoing, in no event shall Tenant enter into any contract providing for the use, output or other benefit of the Solar Panels and/or any other items of Tenant's Exterior Equipment by any third party that will survive the expiration of earlier termination of this Lease or otherwise be binding on Landlord.

9. Insurance and Indemnity.

(a) Liability Insurance. Tenant shall, at Tenant's sole expense, during the entire term hereof, keep in full force and effect a policy of commercial general liability insurance with respect to the Premises, and the business operated by Tenant in the Premises, in which the primary coverage per accident or occurrence is not less than \$1,000,000.00 of primary combined single limit and the umbrella coverage per accident or occurrence is not less than \$15,000,000.00 in the aggregate. Each such policy shall name Landlord and any Mortgagee as an additional insured.

(b) Property Insurance. Tenant shall, at Tenant's sole expense, during the entire term hereof, keep in full force and effect a policy of special form property insurance against fire, vandalism, malicious mischief, and such other hazards as are from time to time included in a ISO Special Form Causes of Loss form or its equivalent, insuring the Premises in an amount equal to the full replacement value of the Improvements (with an agreed amount endorsement, or no coinsurance form), and all Tenant's Property, in an amount equal to the full replacement value thereof. Each such policy shall name any Mortgagee as "mortgagee" and as an additional loss payee together with Tenant.

(c) Contractors' Insurance. At all times when any work is in process in connection with the performance of any Alterations, Tenant shall require all contractors and subcontractors to maintain the following insurance:

- (i) Commercial general liability insurance in the amount of One Million (\$1,000,000.00) Dollars insuring Landlord and Mortgagee, if any, as additional insureds;
- (ii) the insurance required under clause (F) of Section 8(a) above;
- (iii) Worker's Compensation, as required by law; and

- (iv) Automobile liability insurance, including but not limited to, passenger liability, on all owned, non-owned and hired vehicles in connection with the Premises, with a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage.

(d) Requirements. The policies required under this Article 9 may be furnished by Tenant under any blanket policy carried by it (provided the minimum limits set forth above are applicable to the Premises) or under a separate policy therefor. The insurance shall be with carriers with a Best Insurance rating of "A-" or better and a financial size rating of "VIII" or better and qualified to do business in the Commonwealth of Massachusetts. Certificates of the insurers, on the ACORD standard or equivalent forms, evidencing the maintenance of such insurance policies shall be delivered to Landlord prior to commencement of the term of this Lease and, upon renewals, not less than ten (10) days prior to the expiration of a coverage period. At any time during which Tenant satisfies the Financial Prerequisite, Tenant may self-retain any losses up to a maximum amount determined appropriate by Tenant. At any time after the third (3rd) anniversary of the

Effective Date, any minimum dollar coverage requirements set forth herein shall be subject to increase to levels customarily required by landlords of similar properties in eastern Massachusetts, upon Landlord's election by notice to Tenant therefor given from time to time (but not more than once in any given period of three (3) years). Prior to the last two (2) years of the term of this Lease, Tenant alone will be entitled to adjust any losses and to receive insurance proceeds (provided that Tenant shall keep Landlord reasonably apprised of, and afford Landlord the reasonable opportunity to advise and consult in, but with no approval authority over the adjustment process) but in any event, to the extent necessary, Tenant shall use such proceeds for purposes of complying with any Tenant's repair, restoration and rebuilding obligations hereunder. Notwithstanding the foregoing, if at any time Tenant does not satisfy the Financial Prerequisite then such proceeds shall not be received by Tenant but, rather, shall be paid to the first priority Mortgagee or, if there is no Mortgagee, a bank, trust company or institutional escrow agent reasonably satisfactory to the parties, to be disbursed for the foregoing purposes on terms and conditions reasonably required by Landlord or the first priority Mortgagee (which may include, without limitation, those that an institutional construction lender would customarily and reasonably require for disbursement of construction loan proceeds). During the last two (2) years of the term of this Lease, Landlord alone will be entitled to adjust any losses and to receive insurance proceeds (provided that Landlord shall keep Tenant reasonably apprised of, and afford Tenant the reasonable opportunity to advise and consult in, but with no approval authority over the adjustment process) but in any event Landlord shall make such proceeds timely available to Tenant for purposes of Tenant's complying with its repair, restoration and rebuilding obligations hereunder on terms and conditions reasonably imposed by Landlord or Landlord's senior mortgagee (which may include, without limitation, those that an institutional construction lender would customarily and reasonably require for disbursement of construction loan proceeds).

(e) Tenant's Indemnity. Tenant shall defend, indemnify and save Landlord harmless against and from any and all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees), arising out of (a) Tenant's use or occupancy of the Premises or, after the Possession Date, the occurrence of any nuisance on the Property, (b) the conduct or management of the business conducted by Tenant or any subtenant or other occupant in the Premises, (c) any breach or default on the part of the Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to the terms of this Lease, and (d) any act or negligence of Tenant, its agents, contractors, servants, guests, employees, subtenants, concessionaires or licensees on or in the Premises or its appurtenances. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend such action or proceeding which is brought against Landlord by reason of any such claim. Tenant, upon notice from Landlord, covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord, provided that Landlord hereby approves any such counsel reasonably appointed by Tenant's insurance company.

(f) Subrogation. Tenant and Landlord hereby release each other and its or their respective officers, directors, employees and agents from any and all liability or responsibility (or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property covered by insurance required maintained by the said party and shall maintain insurance policies requiring such release.

(g) Landlord's Indemnity. Landlord shall defend, indemnify and save Tenant harmless from and against any and all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of (a) any breach or default on the part of the Landlord in the performance of any covenant or agreement on the part of the Landlord to be performed pursuant to the terms of this Lease (including but not limited to Appendix 1), and (b) any negligence of Landlord, its agents, contractors, servants, guests, employees, tenants (other than Tenant), concessionaires or licensees on or about the Premises. In case any action or proceeding is brought against Tenant by reason of any such claim, Landlord, upon notice from Tenant, shall defend such action or proceeding which is brought against Tenant by reason of any such claim. Landlord, upon notice from Tenant, covenants to defend such action or proceeding by counsel reasonably satisfactory to Tenant, provided that Tenant hereby approves any such counsel reasonably appointed by Landlord's insurance company.

10. Damage or Destruction.

(a) If during the term of this Lease the Premises, or any portion thereof, are destroyed or damaged by fire, explosion, or any other event whatsoever (a "casualty"), then Tenant shall, as soon as practicable (after receipt of insurance proceeds, but only if and to the extent that (i) Tenant shall have been required hereunder to insure the same, (ii) Tenant shall have in fact maintained such insurance as required hereunder and (iii) Tenant shall have proceeded to adjust the insured loss diligently and in good faith), repair, restore, and rebuild the Premises to a condition substantially equivalent to that existing prior to such casualty, and shall do so each time and as often as any portion of the Premises shall be destroyed or damaged, regardless of whether such casualty is covered by any insurance policy maintained by Tenant. Except as expressly provided in Section 10(b), below, no damage or destruction of any building or any of the fixtures or other property therein shall be grounds for the termination of this Lease or relieve the Tenant from any obligation created or imposed by virtue of this Lease; any laws of the state in which the Premises is located to the contrary notwithstanding, including, but without limiting the generality of the foregoing, Tenant's obligation to make payment of the rent and all other charges on the part of the Tenant to be paid, and the Tenant's obligation to perform all other covenants and agreements on the part of the Tenant to be performed.

(b) (i) Notwithstanding anything contained in this Lease to the contrary, if Improvements, the replacement value of which shall exceed 50% or more of the replacement value of all Improvements at the Premises are damaged or destroyed by fire or other casualty during the last two (2) years of the term hereof, then Tenant shall have the right to elect not to repair, restore and rebuild the Premises as otherwise required under Section 10(a) above by written notice to Landlord given within sixty (60) days of the fire or other casualty (the "Non-Restoration Notice"). If Tenant gives a Non-Restoration Notice as aforesaid, Tenant shall pay or cause to be paid to Landlord, by insurance proceeds or a direct payment from Tenant or any combination of the two, an aggregate amount equal to (i) the proceeds of all insurance maintained by Tenant hereunder covering such loss ("Insurance Proceeds"), plus (ii) any deductible or other self-retained amount covering such loss, plus (iii) any remaining amount necessary so that Landlord shall have received in full the reasonably estimated cost to repair, restore and rebuild the Improvements to the same extent to which Tenant would have been required to repair, restore or rebuild the same under Section 10(a) above had Tenant not given the Non-Restoration Notice. Such payment under the preceding sentence (the "Restoration Payment") shall be made within thirty (30) days after Tenant shall have given the Non-Restoration Election or, with respect to any portion of such payment to be paid by Insurance Proceeds, after the receipt of such Insurance Proceeds (but only if and to the extent that (i) Tenant shall have been required hereunder to insure the same, (ii) Tenant shall have in fact maintained such insurance as required hereunder and (iii) Tenant shall have proceeded to adjust the insured loss promptly, diligently and in good faith). Upon its receipt thereof, the Restoration Payment shall be the sole and exclusive property of Landlord and Landlord shall have no obligation whatsoever to rebuild, repair or restore any Improvements.

(ii) Notwithstanding anything to the contrary contained in clause (i) immediately above, if Tenant gives a Non-Restoration Notice, Tenant shall be required to demolish any damaged Improvements that Tenant has elected not to repair, restore or repair at Tenant's sole cost and expense, such demolition to commence within sixty (60) days following the date of the Non-Restoration Notice. Upon commencing any such demolition, Tenant shall diligently and continuously pursue the same (a) to completion, which completion shall, in any event, require that any demolished Improvements are completely razed to the ground (or, at Tenant's election, to a slab foundation), any and all debris from such demolition is removed from the Premises, the Premises are filled and graded, to the extent applicable, in a safe, secure and sightly manner, and any and all utilities servicing such demolished Improvements have been capped as required by law and by the applicable utility provider, and (b) otherwise in accordance with all obligations hereunder applicable to Permitted Alterations. Tenant's obligations under the preceding sentence are referred to herein as the "Demolition Obligations."

(iii) Commencing at such time as Tenant shall have paid the Restoration Payment to Landlord in full and continuing thereafter until the conclusion of the term of this Lease, Tenant's obligation to pay Base Rent shall be limited to 50% of the Base Rent that would have otherwise accrued during such period. Tenant's giving of a Non-Restoration Notice shall in no event result in any termination of this Lease or, except as expressly set forth in the preceding sentence, result in any abatement or reduction of Rent or otherwise relieve Tenant of any obligation to pay Rent. Upon the giving of a Non-Restoration Notice, Tenant shall have no further right to exercise an Optional Extension Term (and any Optional Extension Terms then exercised and for which the applicable Optional Extension Term has not yet commenced shall be deemed rescinded and of no further force and effect).

11. Public Taking.

(a) If during or prior to the term of this Lease all or substantially all of the Premises shall be sold to or taken by any public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority, and the rental payable hereunder shall be apportioned accordingly. Upon any taking of less than substantially all of the Premises, this Lease shall continue in force as to the part of the Premises not taken. In the event of any such partial taking, Tenant, at Tenant's sole cost except as otherwise provided herein, shall, upon the availability of the funds therefor to Tenant as hereinafter provided (and subject to the effect of such taking), diligently rebuild or restore the remainder of the Premises to the condition in which they existed at the time of such taking. Except as herein specifically provided otherwise, all damages awarded by or amounts paid by the acquiring authority for any such taking, whether for the whole or a part of the Premises, shall belong to and be the property of Landlord; provided that Tenant shall have the right to make its separate claim for compensation for any loss or damage it suffers to its trade fixtures and for statutory relocation expenses. In the event of a partial taking any proceeds received by Landlord shall first be applied to reimburse Tenant for the costs of rebuilding or restoring the Premises to its condition at the time of taking (subject to the effect of such taking) on reasonable terms and conditions (which may include, without limitation, those that an institutional construction lender would customarily and reasonably require for disbursement of construction loan proceeds). Notwithstanding the foregoing, Tenant shall not be required to complete any restoration under this Section 11 the cost of which exceeds the funds made available to Tenant therefor as provided hereunder.

(b) Notwithstanding anything contained in this Lease to the contrary, (i) if more than fifty percent (50%) of the gross building floor area of the Premises are taken during the last year of the term of this Lease, or (ii) such lesser amount that would prevent the Tenant from operating the Tenant's business as operated in the ordinary course prior to such taking, or (iii) if access is taken such that the Premises no longer have reasonable vehicular and/or pedestrian access, or (iv) if the parking areas of the Premises are taken such that the remaining available parking does not meet the legal requirements therefor, then in any such event or events, Landlord and Tenant each shall have the right to terminate this Lease by giving to the other written notice of such termination within thirty (30) days after the date of such taking, specifying a termination date of at least sixty (60) days and not more than ninety (90) days after the date of notice of termination. Failure to give notice of termination within such thirty (30) day period shall be deemed to be a waiver of such right of termination. Notwithstanding the foregoing, a termination right made under clause (iv) hereof shall only be effective after Landlord has been given a reasonable opportunity (not to exceed sixty (60) days after the date of such taking) to replicate the parking at an offsite location reasonably acceptable to Tenant in Tenant's business judgment.

(c) In the event of a condemnation which does not result in a termination of this Lease then in that event the Base Rent payable hereunder and any other item in this Lease which is based upon the relative size of the Premises (including but not limited to the size of the Leased Parcel and the Improvements) shall be adjusted and decreased on a pro rata basis from and after the date of taking.

12. Assignment and Subletting.

(a) Except as otherwise expressly provided herein, Tenant shall have no right to assign or transfer this Lease, sublet all or any part of the Premises, grant a mortgage on Tenant's leasehold interest under this Lease or otherwise hypothecate any interest of Tenant hereunder, or grant a license or other use or occupancy right to any other person or entity to use all or any part of the Premises, whether voluntarily, involuntarily or by operation of law or whether directly or indirectly (any of the foregoing being a "Transfer"), in each case without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may engage in any of the following transactions (each, a "Permitted Transfer") without the consent of the Landlord: (i) the sublease or assignment of Tenant's interest under this Lease (the "Tenant Interest") to any Tenant Affiliate; (ii) a sublease or assignment to any entity in connection with a public offering of stock by Tenant; or (iii) a transaction pursuant to which Tenant is merged or consolidated with any other entity or pursuant to which all or substantially all of Tenant's assets (including, without limitation, the Tenant Interest) are sold or transferred as a "going concern" and in a single transaction; provided, however, that in any such case (A) the Transfer shall be made in good faith and for a legitimate business purpose other than circumventing the restrictions on Transfer otherwise applicable under this Section 12, (B) except in the case of a Transfer under clause (i) immediately above, either (x) at the time of the proposed Transfer, each of Tenant and any applicable proposed transferee satisfy the Financial Prerequisite or (y) immediately following the Transfer the entity comprising Tenant shall have a Tangible Net Worth at least equal to that of Tenant as of the Effective Date (the "Original Net Worth") provided that commencing on the first day after the conclusion of the first twelve (12) full calendar months of the term, and then continuing annually thereafter on the one (1) year anniversary of such date, the Original Net Worth shall be deemed increased by 1.75% above the Original Net Worth in effect for the previous year, (C) Tenant shall have given Landlord at least fifteen (15) days' prior written notice of any intended Permitted Transfer (which notice shall contain information reasonably necessary for Landlord to conclude that Tenant's intended transaction qualifies as a Permitted Transfer), and (D) the Permitted Transfer shall be subject to all of the other terms and conditions of this Lease. For the purposes of this Lease, the entering into of any management agreement or any agreement in the nature thereof transferring control of the business operations of Tenant in the Premises as well as any substantial percentage of the profits and losses thereof to a person or entity other than Tenant, or otherwise having substantially the same effect, shall be treated for all purposes as a Transfer of this Lease and shall be governed by the provisions of this Section 12. As used herein:

"Financial Prerequisite" shall mean and be deemed to be satisfied with respect to any applicable Tenant Entity (as defined herein) if, at the applicable time (as the context shall provide for hereunder), the Tenant Entity is a US domiciled corporation for which

either (i) the corporation's common stock is traded on a US public securities exchange with a market capitalization of Two Billion dollars (\$2,000,000,000.00) or (ii) the corporation's Tangible Net Worth is at least Four Hundred Twenty Five Million dollars (\$425,000,000.00) (the "Minimum Net Worth"), provided that commencing on the first day after the conclusion of the first twelve (12) full calendar months of the term, and then continuing annually thereafter on the one (1) year anniversary of such date, the Minimum Net Worth shall be increased by 1.75% above the previous year's Minimum Net Worth;

"Tangible Net Worth" shall mean, with respect to any Tenant Entity, the excess of the Tenant Entity's total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("GAAP"), but excluding, however, from the determination of total assets all assets that would be classified as intangible assets under GAAP (including without limitation goodwill, licenses, patents, trademarks, trade names, copyrights, and franchises);

"Tenant Affiliate" shall mean any entity which controls, is controlled by, or is under common control with Tenant; and

"Tenant Entity" shall mean the holder of the Tenant's interest under this Lease at any given time (or, in the context specifically provided for in Section 12(a), its transferee).

(b) In the event Tenant desires to enter into a Transfer which requires Landlord's consent, Tenant shall notify Landlord in writing at least thirty (30) days in advance of the proposed effective date of Transfer (the "First Request") of Tenant's intent to so Transfer, the proposed effective date of such Transfer and the terms and conditions of the Transfer including all rent and other consideration to be paid by the proposed transferee ("Transfer Information"), and shall request in such notification that Landlord consent thereto. Landlord shall respond to the First Request within ten (10) business days of its receipt thereof (including its receipt of all Transfer Information required to be included therein). If Landlord denies the First Request the response shall set forth the reasons therefor, which may include, in Landlord's sole discretion, a request for additional reasonable Transfer Information. If Landlord responds to the First Request by denying its consent or if Landlord fails to timely respond to the First Request, Tenant may send Landlord an additional request (the "Second Request"), which Second Request shall contain any and all additional reasonable Transfer Information requested by Landlord pursuant to its response to the First Request. Failure of Landlord to respond to the Second Request within ten (10) business days of Landlord's receipt thereof shall constitute approval of the Second Request. In any event, upon request, Tenant shall promptly provide Landlord with all additional information relating to any proposed Transfer as may be reasonably requested by Landlord. If Landlord consents in writing to a Transfer, such consent shall be deemed conditioned upon Tenant's compliance with the provisions of Section 12(c) below within ninety (90) days of Landlord's consent (or any shorter period as may be applicable as set forth in Section 12(c)) and the failure to so comply in a timely manner shall be deemed to give Landlord reasonable cause for withholding or withdrawing its consent.

(c) %3. Except for a Permitted Transfer, the Transfer must be, in the case of a sublease, a commercially leasable space and, in the case of an assignment, a transfer to the transferee of all of Tenant's rights in and interests under this Lease.

(i) At the time of such Transfer, this Lease must be in full force and effect without any Event of Default existing.

(ii) The transferee shall unconditionally assume in the case of an assignment, by written recordable instrument, the due performance of all of the obligations of the Tenant under this Lease, including any accrued obligations at the time of the assignment.

(iii) A copy of the Transfer instrument and the original assumption agreement under clause (iii) above fully executed and acknowledged by the transferee, shall be delivered to Landlord within ten (10) days from the effective date of such Transfer.

(iv) Such Transfer shall be upon and subject to all the provisions, terms, covenants and conditions of this Lease including but without limitation all use restrictions and restrictions on Transfer hereunder and Tenant (and any transferees of this Lease or guarantors of Tenant's obligations hereunder) shall continue to be and remain primarily and unconditionally liable hereunder.

(v) Except for a Permitted Transfer, Tenant shall, within ten (10) days of Landlord's billing Tenant therefor, reimburse Landlord for Landlord's reasonable attorneys' fees for examination of and/or preparation of any documents in connection with such assignment or subletting not in excess of \$3,000.00 (the "Transfer Fee") in connection with any single assignment or subletting request, provided that commencing on the first day after the conclusion of the first twelve (12) full calendar months of the term, and then continuing annually thereafter on the one (1) year anniversary of such date, the Transfer Fee shall be increased by 1.75% above the previous year's Transfer Fee.

(d) In the case of any assignment or sublet requiring Landlord's consent as set forth above, Tenant will pay to Landlord, within thirty (30) days following Tenant's receipt thereof, 50% of:

(i) in the case of an assignment, (A) all consideration paid to and received by Tenant by the assignee with respect to the value of the leasehold and leasehold improvements in excess of the unamortized cost thereof (but not including any value attributable to Tenant's furniture, trade fixtures, equipment, inventory, other personal property, or for good will or other

intangible assets), less (B) all costs actually paid by Tenant in order to consummate such assignment, including but not limited to free rent, brokerage fees, improvement costs, moving costs and attorneys' fees (provided that if any of such costs were paid to an affiliate of Tenant then those costs shall only be deducted to the extent that they do not exceed what such costs would have been had they been paid to an unaffiliated party on an arm's-length basis); and

(ii) in the case of a sublease, (A) all rents, additional charges or other consideration received by Tenant during the term of the sublease, plus (B) any consideration received by Tenant for leasehold improvements in excess of their unamortized cost (but not including any value attributable to Tenant's furniture, trade fixtures, equipment, inventory, other personal property, or for good will or other intangible assets), less (C) the sum of all Base Rent and additional rent thereafter incurred by Tenant under this Lease (or a pro rata portion thereof in connection with a partial sublet, to the extent allowed by Landlord), and less (D) all costs actually paid by Tenant in order to consummate such sublet, including but not limited to brokerage fees, free rent, improvement costs, moving costs and attorneys' fees (provided that if any of such costs were paid to a Tenant Affiliate then those costs shall only be deducted to the extent that they do not exceed what such costs would have been had they been paid to an unaffiliated party on an arm's-length basis).

(e) Any purported Transfer made without full compliance with the provisions of this Section 12 shall, at Landlord's election, be void and shall confer no rights upon any third person. If without conformance to the above process this Lease or the Premises or any part thereof shall be transferred or the Premises occupied by anybody other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Base Rent and additional rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of the foregoing covenant, or an acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from full performance hereunder. Except as otherwise expressly provided in Section 12(g), Tenant shall remain primarily liable for all of the obligations of the Tenant hereunder notwithstanding any assignment by Tenant of any of its rights or interests hereunder. Each assignee shall be subject to all of the terms and conditions of this Lease, including all restrictions on Transfer. Each sublease shall be subordinate to the terms and conditions of this Lease, and any Transfer or attempted Transfer by any subtenant with respect to its right, title or interest under the sublease shall be deemed a Transfer or attempted Transfer under this Lease. No act or conduct by the Landlord other than its express written consent shall constitute its consent or waiver of its consent rights with respect to a particular Transfer. No Transfer or consent to Transfer will operate to waive Landlord's rights with respect to any future Transfer.

(f) Notwithstanding anything in this Lease to the contrary, Tenant may from time to time, subject to all of the provisions of the Lease, permit portions of the Premises to be used under so-called "desk sharing" arrangements by Tenant Related Parties (each such desk or office space user, a "Desk Space User"); provided, that (A) each Desk Space User shall use the Premises in accordance with all of the provisions of this Lease, and only for the use expressly permitted pursuant to this Lease, (B) in no event shall the use of any portion of the Premises by a Desk Space User create or be deemed to create any right, title or interest of such Desk Space User in any portion of the Premises or under this Lease or any other tenancy or occupancy rights whatsoever, (C) such "desk sharing" arrangement shall terminate automatically upon the termination of the Lease, and (D) Tenant shall receive no rent or other payment or consideration for the use of any space in the Premises by any Desk Space User in excess of an allocable share of the rent payable by Tenant under the Lease. As used herein, "Tenant Related Party" shall mean any persons or entities with whom Tenant has an ongoing business relationship other than as tenants or occupants of the Premises (such as, by way of example, Tenant's auditors, Tenant's clients and Tenant's joint venturers).

(a) Any assignment of this Lease made by Tenant with the consent of Landlord and otherwise in compliance with the requirements of this Section 12 shall act to automatically relieve Tenant of any further responsibility to Landlord pursuant to this Lease from and after the effective date of such assignment; provided, however, that (i) at least ten (10) full years of term have occurred and (ii) Tenant provides Landlord with reasonable evidence demonstrating that the assignee Tenant Entity meets the Financial Prerequisite at the time of the proposed assignment.

1. Subordination, Non-Disturbance and Attornment. Tenant agrees that this Lease is and shall be and remain subordinate to the interests of any holder (a "Mortgagee") of any present or future mortgage, deed of trust, ground lease or master lease upon all or any part of the Premises (each, a "Superior Instrument"), irrespective of the time of execution or time of recording of any such Superior Instrument, and to all renewals, extensions thereof, modifications or amendments thereto or advances thereunder, as applicable. Upon the request of Landlord or any Mortgagee, Tenant shall enter into an attornment agreement with such Mortgagee in the customary form reasonably required by such Mortgagee. Notwithstanding the foregoing, Tenant's subordination to any Superior Instrument shall not be effective until such time as Tenant and the Mortgagee shall have entered in a Subordination, Non-Disturbance and Attornment Agreement in the form of EXHIBIT C annexed hereto and made a part hereof or in another reasonable and customary form (an "SNDA"). Notwithstanding the foregoing or anything to the contrary contained herein, at the request in writing of any Mortgagee, this Lease shall be deemed superior to its Superior Instrument, whether this Lease was executed before or after such Superior Instrument, and Tenant shall execute such documents in recordable form as the Mortgagee shall request. Notwithstanding the foregoing, on the Commencement Date, Landlord shall deliver to Tenant an SNDA executed by any Mortgagee at the time thereof.

2. Default.

(a) Default/Remedies. If (a) default be made in the payment of Base Rent or any additional rent payable hereunder by Tenant, and such default shall continue for ten (10) days after written notice of default is delivered to Tenant in accordance with

Section 17, or (b) default be made in any of the other covenants or conditions herein contained on the part of Tenant and such default shall continue for thirty (30) days after written notice thereof shall have been given to Tenant in accordance with Section 17 (except that such thirty (30) day period shall be automatically extended for such additional period of time as is reasonably necessary to cure such default if such default cannot be cured within such first 30 day period and provided Tenant commences the process of curing such default within said first 30 day period and continuously and diligently pursues such cure to completion), or (c) except as otherwise permitted by this Lease, a Transfer is made without the prior written consent of Landlord, or (d) Tenant shall become insolvent or bankrupt or make an assignment for the benefit of creditors, or (e) a receiver or trustee of Tenant's or guarantor's property shall be appointed and such receiver or trustee, as the case may be, shall not be discharged within 90 days after such appointment, or (f) Tenant shall be dissolved or liquidated or proceedings shall have been commenced to dissolve or liquidate, or (g) Tenant shall abandon the Premises and cease to pay rent, or (h) any of the insurance required to be maintained under Section 9 shall not be in force and effect, the occurrence of any such event in the forgoing clauses (a) through (h) being an "Event of Default," then, in any such case, Landlord may, upon ten (10) days prior notice to Tenant, terminate Tenant's tenancy and recover possession of and reenter the Premises without accepting a surrender of the Premises or affecting Tenant's liability for past rent and other charges due or future rent and other charges to accrue hereunder. In the event of any such default, Landlord shall be entitled to recover from Tenant, in addition to rent and additional rent, all other damages sustained by Landlord proximately caused by the breach of this Lease, including, but not limited to, the costs, expenses and reasonable attorney fees incurred by Landlord in enforcing the terms and provisions hereof and in reentering and recovering possession of the Premises and for the cost of repairs, alterations and brokerage and reasonable attorney fees connected with the reletting of the Premises. As an alternative, at the election of Landlord, Landlord shall have the right to accept a surrender of the Premises (without the need for any affirmative act or acquiescence by Tenant), without any further rights or obligations on the part of Landlord or Tenant (other than Tenant's obligation for rent and other charges due and owing through the date of acceptance of surrender), so that Landlord may relet the Premises without any right on the part of Tenant to any credit or payment resulting from any reletting of the Premises. Alternatively, at the option of the Landlord, in the event Tenant's tenancy is so terminated, Landlord may recover forthwith against Tenant as damages for loss of the bargain and not as a penalty an aggregate sum, which at the time of such termination of Tenant's tenancy, represents the amount of the excess, if any, of the value of the whole balance of Base Rent, charges and all other sums payable hereunder for the entire balance of the term of this Lease herein reserved or agreed to be paid by Tenant, over the then current fair market rental value of the Premises, such difference to be discounted to present value at a rate equal to two (2) points above the Federal Reserve Bank's discount rate then in effect. In case of a default under this Lease, Landlord may, in addition to terminating Tenant's tenancy and/or accepting a surrender, or in lieu thereof, pursue such other legal or equitable remedy or combination of remedies and recover such other damages for breach of tenancy and/or contract as available at law or otherwise. All of the remedies available to Landlord under this Lease shall be cumulative and may be exercised by Landlord in any order or combination that Landlord shall require.

(b) Landlord's Right to Cure. All covenants and agreements to be performed by the Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of rent. If the Tenant shall fail to pay any sum of money required to be paid by it hereunder, other than rent, or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue for 30 days after notice thereof by the Landlord, the Landlord may, but shall not be obligated to, cure such default, without waiving or releasing the Tenant from any other default by Tenant under this Lease. All sums so paid by the Landlord and all necessary incidental costs (including reasonable attorney's fees) incurred by Landlord in enforcing any of the terms, covenants or conditions of this Lease, or curing any default or in suing for or obtaining relief by reason of a breach thereof, together with interest on all of the foregoing at the rate set forth below from the date of payment or incurring by the Landlord, shall be payable as additional rent to the Landlord on demand. Landlord shall have, in addition to any other right or remedy of the Landlord, the same rights and remedies in the event of the nonpayment thereof by the Tenant as in the case of default by the Tenant in the payment of rent.

(c) Waivers. A waiver by Landlord or by Tenant of a breach or default by the other party under the terms and conditions of this Lease shall not be construed to be a waiver of any subsequent breach or default nor of any other term or condition of this Lease, and the failure of the non-defaulting party to assert any breach or to declare a default by the defaulting party shall not be construed to constitute a waiver thereof so long as such breach or default continues unremedied. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord and/or Tenant, unless such waiver be in writing signed by the waiving party.

(d) Landlord's Default. Landlord shall not be deemed to be in default hereunder unless such default shall remain uncured for more than thirty (30) days following written notice from Tenant specifying the nature of such default, or such longer period as may be reasonably required to correct such default. In no event whatsoever shall Landlord be liable hereunder for any consequential, special punitive or any indirect damages notwithstanding anything to the contrary set forth in this Lease. In the event Landlord defaults under the terms of this Lease Tenant may, subject to the express terms of this Lease, exercise any right or remedy available to Tenant at law or in equity on account thereof.

(e) Limit on Tenant Liability. In no event shall Tenant be liable for any indirect or consequential damages of Landlord or any other party as a result of any event of default hereunder or for any other action or inaction of the Tenant in connection with this Lease. In no event shall the members, managers, officers, directors, agents, partners, principals, employees and/or shareholders of Tenant have any liability whatsoever for any damages and/or liability under this Lease and the Landlord will look solely to the Tenant for the recovery of any damages or otherwise under any terms, covenants or conditions contained in this Lease. Landlord hereby waives any statutory or common law lien or right of distraint against any and all of Tenant's customer files and business records.

3. Costs and Attorney Fees. Should either party hereto commence any legal action (excepting any Arbitration, as defined herein) against the other to enforce any obligation under this Lease, the prevailing party (as determined in such action) shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs and expenses incurred in contesting such dispute.

4. Interest. Any amount due from Landlord or Tenant to the other hereunder which is not paid when due, or with respect to any other amount for which this Lease specifically calls for the payment of interest, shall bear interest at an annual rate equal to 4% per annum in excess of the prime rate of interest published from time to time in the Wall Street Journal-Eastern Edition (but in no event shall such rate of interest exceed the maximum rate of interest permitted to be charged by law) from the date due until paid, compounded monthly, but the payment of such interest shall not excuse or cure any default by Landlord or Tenant under this Lease.

5. Notices. All notices and demands by any party to any other shall be given in writing and either personally served or sent by a nationally recognized overnight courier, requiring proof of delivery, or by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord: CPI 100 Chelmsford, LLC;
CPI 144 Chelmsford, LLC
c/o Calare Properties, Inc.
43 Broad Street
Hudson, MA 01749
Attn: William Manley
E-mail: wmanley@calare.com

with a copy to: Brown Rudnick LLP
One Financial Center
Boston, MA 02111
Attention: Nathaniel H. Amendola, Esq. & Thomas J. Phillips, Esq.
Telephone: (617) 856-8574 (Amendola);
(617) 856-8383 (Phillips)
Email: namendola@brownrudnick.com;
tphillips@brownrudnick.com

To Tenant: MACOM Technology Solutions Holdings Inc.
100 Chelmsford Street
Lowell, MA 01851
Attention: Wayne Goddard, Director of Facilities
Telephone: (978) 656-2993
Email: Wayne.Goddard@macom.com

with a copy to: MACOM Technology Solutions Holdings Inc.
100 Chelmsford Street
Lowell, MA 01851
Attention: J. Rame, Sr. Corporate Attorney
Telephone: (978) 656-2656
Email: james.rame@macom.com

Scarinci Hollenbeck
1100 Valley Brook Avenue
Lyndhurst, NJ 07071
Attention: Victor E. Kinon, Esq.
Telephone: (201) 896-4100
Email: vkinon@sh-law.com

Any party may, upon prior notice to the others, specify a different address for the giving of notice. Notices shall be effective on the date of personal service or one day after sending if sent by

overnight courier or two (2) Business Days after sending if sent by certified mail, return receipt requested. As used herein, “Business Day” shall mean any day other than a Saturday, Sunday or holiday recognized by banks in Massachusetts. Either party (a “receiving party”) may herein, or by notice to the other party (a “sending party”), request that “courtesy copies” of any notice given by the sending party to the receiving party (“courtesy copies”) also be sent to the receiving party by email at the email addresses provided for herein (or at a future email address as shall be designated by notice given in accordance with this Section 17). In the event of such a request, the sending party shall endeavor to send courtesy copies as so requested; provided, however, that under no circumstances hereunder shall any notice be deemed ineffective, nor shall the sending party have any liability to the receiving party, on account of the sending party’s failure to send (for whatever reason) or the receiving party’s failure to receive (for whatever reason), any courtesy copies, notwithstanding anything to the contrary contained herein. Notice by telephone shall not suffice as a means for giving notice hereunder, the provision of any telephone numbers hereinabove being for the parties’ convenience only.

6. Termination. Upon the termination of this Lease, by expiration or otherwise, Tenant shall surrender the Premises, including without limitation (i) all Improvements located therein (except as otherwise expressly provided in clause (ii) below) and (ii) all Alterations made thereto and Permanent Fixtures installed therein (except for any Business Installations removed in accordance with Section 8(b)), to Landlord in vacant condition, free from all tenants and occupants, broom clean, free of all trash and debris and otherwise in the same good order, condition and repair in which Tenant is obligated to keep, repair, and maintain the Premises throughout the term, excepting only ordinary wear and tear and damage from casualty or condemnation that Tenant is not responsible for the repair or restoration of to the extent (if any) expressly provided hereunder. All moveable furnishings, trade fixtures and other equipment and personal property owned by Tenant, whether or not attached to the Improvements, shall be removed from the Premises by Tenant, at Tenant’s sole expense, by no later than the date of termination, and Tenant shall repair any and all damage caused by such removal. In the event Tenant fails so to remove any thereof or fails to repair any such damage to the Premises or the Property, or in the event that Tenant fails to perform any restoration or removal as may be required under clause (B) of Section 8(a) above, Landlord may do so and Tenant shall reimburse Landlord for the cost of such restoration, removal and repair upon demand. In any event, any trade fixtures, equipment, furniture and other personal property of Tenant which remain in the Premises following the expiration or earlier termination of the term, at the Landlord’s option, shall be deemed abandoned by Tenant and may thereafter be removed and stored at the cost of the Tenant or retained as the property of the Landlord or sold or otherwise disposed of by the Landlord, in any such case without any liability to or recourse by the Tenant or anyone claiming by, through or under the Tenant.

7. Quiet Enjoyment. So long as Tenant shall duly and punctually perform and observe all of its obligations under this Lease, Tenant shall peaceably and quietly enjoy the Premises free from hindrance by Landlord or any party claiming by, through or under Landlord, subject, however, to zoning laws and ordinances, all matters set forth in **EXHIBIT D** attached hereto (the “Permitted Encumbrances”), the REA (as defined herein) and any Project Documents (as defined herein).

8. Holding Over. If Tenant remains in the Premises beyond the expiration of the term of this Lease or the earlier termination thereof (as the case may be, “Lease Termination”), such holding over shall not be deemed to create any tenancy at will, but Tenant shall be a tenant at sufferance only, subject to all of Tenant’s obligations set forth herein except that Base Rent shall be payable for Tenant’s use and occupancy at a daily rate as follows: (i) for first 60 days following Lease Termination, one hundred fifty percent (150%) of the Base Rent otherwise provided for herein; (ii) for the 61st day through the 120th day following Lease Termination, one hundred seventy five percent (175%) of the Base Rent otherwise provided for herein; and (iii) from and after the 121st day following Lease Termination, two hundred percent (200%) of the Base Rent otherwise provided for herein. The acceptance of a purported rent check following termination shall not constitute the creation of a tenancy at will, it being agreed that Tenant’s status shall remain that of a tenant at sufferance, at the aforesaid daily rate. Any reference in this Lease to Tenant’s obligations continuing during the period of any holdover shall not be deemed to grant Tenant the right to a holdover or imply Landlord’s consent to any such holdover. In addition, should Tenant remain in the Premises as a holdover Tenant in excess of sixty (60) days beyond Lease Termination, Tenant shall indemnify Landlord for, from, and against all costs, claims, liabilities and damages arising from or in any manner related to any such holdover including, without limitation, damages payable to the subsequent tenant or related to the loss of a tenant, notwithstanding anything to the contrary set forth elsewhere in this Lease.

9. Right of Entry. Landlord shall at all times, upon not less than 24 hours advance notice (except in the case of emergencies) and with due regard for Tenant’s reasonable security concerns, have the right during Tenant’s regular business hours to re-enter the Premises to inspect the same, to supply any service to be provided by Landlord to Tenant hereunder, to show the Premises to prospective purchasers, investors, Mortgagees or (during the last two (2) years of the term) tenants and to post notices of non-responsibility provided that (i) such entry does not interfere with Tenant’s business operations in the Premises, (ii) no repair, alterations or improvements shall reduce the size of the Premises other than in a de minimis fashion, and (iii) Landlord shall be responsible for any injury or damage occasioned to the Premises during such entry due to Landlord’s and/or Landlord’s employees, agents and/or contractors negligence or willful misconduct.

10. Estoppel Certificates. Landlord and Tenant each agree that at any time and from time to time upon not less than fifteen (15) days prior request of the other party, the party of whom the request is made shall execute, acknowledge and deliver to the requesting party a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, specifying the same), (b) the dates to which the rent and other charges have been paid, (c) that to the knowledge of the party supplying the certificate the other party is not in default under any provisions to this Lease (or if such party knows of any such default, specifying the same) and (d) such other matters as the requesting party or such party's mortgagee shall reasonably request; it being intended that any such statement may conclusively be relied upon by Landlord (if requested by Landlord), Tenant (if requested by Tenant), any person proposing to acquire Tenant's or Landlord's interest in this Lease or any prospective mortgagee of or assignee of any mortgage upon Landlord's interest, as applicable. Any such certification shall be deemed to have been given for good and valuable consideration whether so stated or not.

11. Non-Liability of Landlord. Except to the extent occasioned by the negligence or willful misconduct of Landlord and/or Landlord's employees, agents, owners, contractors, managers, directors and/or licensees (each, a "Landlord Party"), but in all such cases subject to the provisions of Section 9(f), Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord, for any injury or damage to any person or property in or about the Premises resulting from the Premises, or any part thereof or any equipment thereof, becoming out of repair; flooding of basements or other areas; damages caused by sprinkling devices, air conditioning apparatus, snow, frost, water leakage, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures; any act or neglect of other tenants or occupants or employees in the Premises; or any other thing or circumstance whatsoever concerning the Premises, whether of a like nature or of a wholly different nature, to the fullest extent permitted by applicable law. All property in or about the Premises belonging to Tenant, its agents, employees or invitees shall be there at the risk of Tenant or other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof unless caused by the negligence or willful misconduct of Landlord (but in all cases subject to the provisions of Section 9(f)). If Landlord shall fail to perform any covenant or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, then such judgment shall be satisfied only out of the right, title and interest of Landlord in the Premises and out of rents or other income, insurance proceeds, condemnation proceeds, financing or refinancing and/or sale proceeds from the Premises receivable by Landlord and Landlord shall not be personally liable for any deficiency. In no event shall the members, managers, officers, directors, agents, partners, principals, employees and/or shareholders of Landlord have any liability whatsoever for any damages and/or liability under this Lease and, subject to all limitations on Landlord's liability contained herein, Tenant will look solely to Landlord for the recovery of any damages or otherwise under any terms, covenants or conditions contained in this Lease.

12. Transfer by Landlord. In the event of a sale or conveyance by Landlord of the Premises, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions herein contained which accrue after the date of transfer, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease, provided, further, that the transferee expressly agrees in writing to assume the Landlord's obligations under this Lease. This Lease shall not be affected by any such sale or conveyance, and Tenant agrees to attorn to the successor in interest of Landlord in and to this Lease, which successor in interest shall be obligated on this Lease only so long as it is the owner of Landlord's interest in and to this Lease. The provisions of the first sentence of this Section 24 shall be of no force and effect, however, with respect to any sale or conveyance by Landlord in violation of Section IX of **APPENDIX 1**.

13. No Liens. Except as expressly permitted elsewhere in this Lease without in each instance the prior written consent of Landlord, Tenant shall not directly or indirectly create or permit to be created or to remain, and will immediately discharge, any lien, encumbrance, or charge on, or pledge of, the Premises, or any part thereof, the interest of Tenant hereunder or therein, or the rent or other payments hereunder, other than: (a) this Lease; (b) any assignment, pledge, lien, encumbrance, charge, conditional sale, or title retention agreement affecting the Premises, resulting solely from (i) any action by Landlord or (ii) any liability or obligation of Landlord which Tenant is not obligated by this Lease to assume; (c) liens for Taxes not yet payable; or (d) liens of mechanics, materialmen, suppliers, or vendors, or rights thereto, incurred in the ordinary course of business for sums which under the terms of the related contracts are not yet due, provided that such reserve or other appropriate provision, if any, as may be required by generally accepted accounting principles shall have been made therefor and/or (d) a Leasehold Mortgage (as defined in, and to the extent permitted under, **EXHIBIT F**). In amplification and not in limitation of the foregoing, Tenant shall not knowingly permit any portion of the Premises to be used by any person or persons or by the public, as such, at any time or times during the term of this Lease, in such manner as might tend to impair the title or interest of Landlord in the Premises, or any portion thereof, or in such manner as might make possible a claim or claims of adverse use, adverse possession, prescription, dedication, or other similar claims of, in, to, or with respect to the Premises, or any part thereof.

14. Net Lease. This Lease is intended to be and shall be an absolute "net, net, net" lease, and the rent and all other sums payable hereunder by Tenant (all of which shall be deemed to be additional rent) shall be paid without notice or demand and without set-off, counterclaim, abatement, suspension, deduction, or defense except to the extent (if any) otherwise expressly set forth in this Lease. As more particularly set forth herein, Tenant shall pay all Taxes, insurance premiums, maintenance, repair and replacement costs and expenses, utility charges and expenses, and all other costs and expenses, of whatever nature, relating in any way to the Premises and/or the operation thereof during the term of this Lease except as otherwise expressly provided in this Lease. In addition, this Lease shall continue in full force and effect and the obligations of Tenant hereunder shall not be released, discharged, diminished, or otherwise affected by reason of any damage to or destruction of the Premises, or any part or parts

thereof; any partial taking; any restriction on or prevention of or interference with any use of the Premises, or any part or parts thereof, except to the extent otherwise expressly set forth in this Lease.

15. Environmental Covenants. Tenant shall not produce, use, store, or dispose of any toxic or hazardous chemicals, wastes, materials or substances, or any pollutants or contaminants, as those terms are defined in any applicable federal, state, local or other governmental law, statute, ordinance, code, rule or regulation ("Hazardous Substances") at, in, on, under or from the Premises, except to the extent that such Hazardous Substances are used in or generated in the ordinary course of operating and maintaining Tenant's business on the Premises and are produced, stored, used, or disposed of in accordance with all such laws, statutes, ordinances, codes, permits, rules and regulations which are applicable to the Premises or the Tenant ("Environmental Regulations") and except that certain non-friable asbestos in good condition or asbestos which has been encapsulated in accordance with applicable Environmental Regulations may remain on the Premises. Tenant shall not allow any Hazardous Substance to be emitted, discharged, released, spilled or deposited from, in or on the Premises during the term of this Lease as a result of the act or omission of Tenant or any Tenant Responsible Party. In addition, Tenant shall use commercially reasonable efforts to not allow any Hazardous Substance to be emitted, discharged, released, spilled or deposited from, in or on the Premises during the term of this Lease as a result of the act or omission of any parties other than Tenant or a Tenant Responsible Party. In the event of a release of Hazardous Substances during the term of this Lease (other than as allowed by Environmental Regulations), Tenant shall upon becoming aware of the same (a) report such release to the applicable governmental authority in accordance with applicable Environmental Regulations, and to Landlord within five (5) business days, (b) remove and remediate such release as required by Environmental Regulations and (c) promptly provide Landlord with any reports or other documentation related to its response to any such release, except that to the extent that any such release is caused by the negligence or willful act of a Landlord Party then Tenant's only obligation under this sentence is to notify Landlord thereof under clause (a). If at any time Tenant receives a notice of violation, order, information request or demand from an agency with jurisdiction over the Premises (as the case may be, an "NOV"), Tenant shall notify Landlord within thirty (30) days of receipt that such NOV has been received and Tenant shall respond to the NOV within the time period required by Environmental Regulations. During the term of this Lease, Tenant shall obtain and maintain, or register under, as applicable, all licenses and permits required by any Environmental Regulation. Tenant shall, in accordance with Environmental Regulations, maintain all safety data sheets with respect to Hazardous Substances stored or used by Tenant, and upon request by Landlord, Tenant shall promptly provide a copy of such safety data sheets to Landlord. Landlord upon at least twenty-four (24) hours prior written notice to Tenant shall have the right to enter the Premises to inspect the same for compliance with the provisions of this Section 27. Tenant agrees to indemnify Landlord against, and to hold Landlord harmless from, any and all claims, demands, judgments, fines, penalties, costs, damages and expenses, including court costs and reasonable attorneys, fees in any suit, action administrative proceeding or negotiations resulting therefrom, and including costs of investigation, remediation, clean-up and/or monitoring of the Premises and the environment ("Environmental Claims"), resulting from (i) the presence or release of any Hazardous Substances at the Premises that first occurs prior to the term of this Lease and resulted from the acts or omissions of Tenant or any Tenant Responsible Party (as the case may be, "Tenant Entities"), except for the cost of performing any Landlord's Remedial Work (as defined in APPENDIX 1), which cost is governed by APPENDIX 1, or (ii) the presence or release of any Hazardous Substances at the Premises that first occurs during the term of this Lease (including any holdover period) except to the extent caused by the negligence or willful act of a Landlord Party, in either case (i) or (ii) regardless of whether or not the release or presence of such Hazardous Substances is a result of a violation by Tenant or any Tenant Entities of this Section 27 or of any Environmental Regulation, to the fullest extent permitted by applicable law. Notwithstanding the foregoing, Landlord shall defend, indemnify and hold harmless the Tenant and any Tenant Entities from any Environmental Claims to the extent resulting from the negligence or willful act of Landlord and/or its agents, employees, contractors, vendors, and invitees including but not limited to any exacerbation of any existing conditions caused by the negligence or willful act of Landlord and/or its employees, contractors, vendors and invitees (as the case may be, "Landlord Entities"). The parties acknowledge that Tenant or one or more Tenant Responsible Parties have been in possession or control of the Leased Parcel prior to Effective Date and that under no circumstances whatsoever shall Landlord have any liability to Tenant on account of any condition existing on or about the Leased Parcel on the Effective Date or otherwise existing due to the act or omission of Tenant or any Tenant Responsible Parties. As used herein, "Tenant Responsible Party" shall mean, with respect to Tenant, any present or former officer, director, stockholder, member, manager, partner, affiliate, parent or subsidiary (whether direct or indirect), agent, employee, contractor, vendor, invitee, subtenant, licensee or other party for whose conduct Tenant may be legally responsible. Tenant's and Landlord's obligations and liabilities under this Section 27 shall survive the termination of this Lease.

1. Representations.

(a) Landlord represents and warrants to Tenant as of the Effective Date that (i) Landlord has the power and authority to execute and deliver this Lease and to comply with all the provisions of this Lease, (ii) the performance by Landlord of Landlord's duties and obligations under this Lease and of all other acts necessary and appropriate for the full consummation of the lease of the Leased Parcel under this Lease are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a party, or any judicial order or judgment of any nature by which Landlord is bound, (iii) there is no action, suit or proceeding pending or, to Landlord's actual knowledge, threatened by or against or affecting Landlord which does or will involve or affect the Leased Parcel or Landlord's title thereto, or Landlord's ability to perform its obligations under this Lease or any documents entered into pursuant to this Lease and (iv) Landlord has the power

and authority to comply with all of its obligations under this Lease insofar as the same expressly pertain to the 100 Chelmsford Parcel.

(b) Tenant represents and warrants to Tenant as of the Effective Date that (i) Tenant has the power and authority to execute and deliver this Lease and to comply with all the provisions of this Lease, (ii) the performance by Tenant of Tenant's duties and obligations under this Lease and of all other acts necessary and appropriate for the full consummation of the lease of the Leased Parcel under this Lease are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Tenant is a party, or any judicial order or judgement of any nature by which Tenant is bound, (iii) there is no action, suit or proceeding pending or, to Tenant's actual knowledge, threatened by or against or affecting Tenant which does or will involve or affect the Leased Parcel or Tenant's interests under this Lease, or Tenant's ability to perform its obligation under this Lease or any documents entered into pursuant to this Lease and (iv) Tenant has the power and authority to comply with all of its obligations under this Lease insofar as the same expressly pertain to the 100 Chelmsford Parcel.

1. Execution. The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of breach of any representations or promises not expressly stated in this Lease. This Lease can be modified or altered only by agreement in writing between Landlord and Tenant.

2. Binding Effect. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties here to and their respective personal representatives, heirs, successors and assigns of Tenant (but in the case of assigns only to the extent that assignment is permitted hereunder). No third party, other than such successors and assigns, shall be entitled to enforce any or all of the terms of this Lease or shall have rights hereunder whatsoever.

3. Signs. Tenant may, at its sole cost and expense and without the necessity of obtaining the consent of Landlord, prepare, install, affix or use any signs or other advertising or identifying media on or about the exterior of the Premises identifying any occupants of the Premises or their respective businesses, provided that in no event shall such signage adversely affect the structural integrity of the Improvements, and provided further, that Tenant shall comply with any and all governmental laws, regulations, ordinances and rules and all recorded restrictions and covenants. Tenant shall indemnify and hold Landlord harmless from all claims, losses, liabilities, damages and expenses (including reasonable attorney's fees) resulting from the installation of any signs or other advertising or identifying media pursuant to this Section 31. Upon the termination of this Lease, by expiration or otherwise, Tenant shall remove any and all signs or other advertising or identifying media installed by Tenant and Tenant shall repair any damage as a result of such removal.

4. Interpretation. The laws of the Commonwealth of Massachusetts shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Lease nor in any way affect this Lease.

5. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reason beyond such party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided that nothing contained in this Section 33 shall excuse, delay or otherwise apply to the Tenant's obligation to pay rent or perform any other monetary obligation hereunder or to any deadline set forth herein for a party to give the other party any notice expressly provided for herein.

6. Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the board of directors of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.

7. Landlord's Work/Other Documents.

(a) Landlord's Work.

(i) In connection with Landlord's Work (including without limitation the planning and permitting thereof), Tenant acknowledges that it may become necessary for Landlord to (I) adjust the exact location of the lot line separating the 100 Chelmsford Parcel and the Leased Parcel and/or the relative size of the 100 Chelmsford Parcel and the Leased Parcel, which adjustments, if any, must be made prior to Final Approval (as defined in **APPENDIX 1**), (II) increase, decrease or change certain site improvements or common facilities presently located on the Landlord's Parcel, (III) agree to certain conditions imposed by governmental authorities that will affect the Landlord's Parcel, (IV) grant or secure easements and/or other agreements with one or more third parties that will affect the Landlord's Parcel or (V) modify the REA or other Permitted Encumbrances in a manner that

will affect the Landlord's Parcel (all of the foregoing being "Project Requirements"), such Project Requirements to be governed by one or more documents effecting the same ("Project Documents"). Landlord reserves the right to implement any Project Requirements and to enter into any Project Documents and deem the same to be Permitted Encumbrances, subject to Tenant's approval not to be unreasonably withheld conditioned or delayed, and Tenant agrees to execute any reasonable modifications of this Lease which may be required from time to time in order to effect any of the same; provided, however, that (x) no such Project Requirements or Project Documents shall alter the term of this Lease provided herein, increase the rent provided herein, reduce the economic value to Tenant hereof, change in any manner any of the relative rights or obligations of Tenant or Landlord hereunder, or require Tenant to incur any out-of-pocket cost or adversely affect or increase the cost of Tenant's business operations at the Building and/or the Premises and (y) all such Project Requirements or Project Documents shall be authorized or required to be implemented pursuant to the terms of this Lease. Any dispute under the provisions of this subsection 35(a)(i) shall be resolved exclusively by Arbitration.

(ii) For the avoidance of doubt, the parties acknowledge that under no circumstances (x) shall Landlord have any liability to Tenant under this Lease on account of Landlord's acts or omissions in violation of any of its obligations under the 100 Chelmsford Lease or (y) shall Tenant have any liability to Landlord under this Lease on account of Tenant's acts or omissions in violation of any of its obligations under the 100 Chelmsford Lease.

(b) Other Documents.

(i) Reference is made to a certain Reciprocal Easement Agreement (the "REA") between Landlord as the "144 Owner", the "100 Owner, and the "Hale Owner" (each as defined in the REA), which is to be executed between the parties and recorded with the Middlesex North Registry of Deeds and (if applicable) filed with the Middlesex Registry District of the Land Court subsequent to the execution and delivery of this Lease, and the form of which has been approved by Landlord and Tenant pursuant to a certain Side Letter Agreement of even date. Furthermore, pursuant to said Side Letter, Landlord has agreed to pursue completion of the Easement Plan, which is subject to Tenant's prior approval, and to proceed to record/file the REA together with the Easement Plan upon such completion and Tenant approval. Capitalized terms used in this Section 35(b) and not specifically defined in this Lease shall have the respective meanings assigned to them under the REA. Tenant is hereby designated as the Major Tenant of the 144 Property, which designation shall be self-operative immediately upon the recording/filing of the REA. Subject to all of the terms and conditions set forth in this Lease and in the REA, immediately upon the recording/filing of the REA, Tenant shall have the following rights during the Term of this Lease (which rights shall be deemed included in the Ancillary Rights):

- A. all easements granted to the 144 Owner under the REA, in common with the 144 Owner and others now or hereafter entitled thereto in accordance with the terms of the REA;
- B. all rights reserved by the 144 Owner on the 144 Property in connection with the 144 Owner's granting to others of easements in the 144 Property pursuant to the REA, in common with the 144 Owner; and
- C. all rights and easements of the 144 Tenant under the REA, including the right to seek a Response Request from the 100 Owner and the Major Tenant of the 100 Property under Section I.D.(ii) of the REA with respect to the 144 Tenant's pursuit of any Alternative Site Improvements.

(ii) During the term of this Lease, Tenant shall, on Landlord's behalf, pay, perform and observe in a timely manner all of the obligations of Landlord under the REA, any Permitted Encumbrances or any Project Documents (each, an "Other Document") insofar as they pertain to Tenant's (a) use or occupancy of the Premises, (b) exercise or enjoyment of any of Tenant's rights under this Lease, or (c) compliance with any of Tenant's obligations under this Lease (collectively, "Lease Matters"); provided that such Lease Matters shall in no event be deemed to include (x) any obligation of Landlord under any Other Document that is an obligation of Landlord to Tenant as expressly set forth in this Lease or (y) any liability to the extent caused by the negligence or willful act of Landlord. Tenant shall, from time to time upon the reasonable request by Landlord, provide reasonable evidence of Tenant's compliance with the terms of the preceding sentence (with respect to any specific obligations of Tenant thereunder). In any event, Tenant shall not cause, suffer or permit any act or omission on or about the Premises or otherwise in connection with any Lease Matters that would cause Landlord to be in violation (a "Violation") of any of the Other Documents.

(iii) Landlord shall (A) perform and observe all of the terms, covenants, provisions and conditions of any Other Documents on Landlord's part to be performed and observed pursuant to the terms thereof, except for such obligations as are Tenant's responsibility as set forth above, and (B) enforce the obligations of the other parties to any of the Other Documents (an "Other Party"), in each case to the extent necessary for Landlord to comply with Landlord's obligations to Tenant under this Lease. In no event whatsoever shall either party hereto have any liability to the other on account of (x) any Other Party's failure to keep, observe or perform its obligations pursuant to the Other Document or (y) the acts or omissions of any Other Party, its agents, employees, invitees, guests, licenses or contractors.

(iv) In any case where Tenant shall request Landlord's consent, permission or approval for any matter requiring Landlord's consent, permission or approval as set forth in this Lease (a "Consent Request") then, to the extent that such

matter shall also require the consent, permission or approval of an Other Owner, other than a Landlord Affiliate, under an Other Document (an “Other Owner Consent”), Landlord shall have no obligation to act upon the Consent Request unless and until such time as the Other Owner Consent shall have been given. Upon Landlord’s reasonable determination that the Consent Request is complete and in proper form for consideration under both this Lease and the Other Document, Landlord shall request the Other Owner Consent in accordance with the Other Document and thereafter use commercially reasonable efforts in accordance with the Other Document to obtain the Other Owner Consent. Notwithstanding the foregoing or anything to the contrary contained herein, any Consent Request to Landlord shall also be deemed to have been made to any Landlord Affiliate that is an Other Owner. As used herein, “Landlord Affiliate” shall mean Landlord and/or a party that controls, is controlled by, or is under common control with Landlord.

(v) Notwithstanding anything to the contrary set forth above in this Section 35(b), Landlord may by notice to Tenant require, in lieu of Landlord’s taking any direct action with respect to any Other Party or Other Document as set forth above in this Section 35(b), that Tenant, at Tenant’s sole cost and expense (except to the extent that the action is required as a result of Landlord’s failure to have performed an obligation of Landlord under this Lease), take such action on Landlord’s behalf and in its name and, for purposes thereof, Tenant shall be deemed subrogated to Landlord’s rights under the Other Document to take such action. In taking any such action, Tenant shall have the right, but not the obligation, to exercise any or all rights and remedies as would be available to Landlord, at law or in equity, were Landlord to take the action directly. Landlord agrees to sign, to the extent Landlord’s signature is legally required or required under the provisions of the Other Document, such demands, pleadings, and/or other documents that may be reasonably required, and otherwise to enable Tenant to proceed as set forth above in this subsection (v). In the event Landlord exercises its rights under this subsection (v), Tenant shall provide Landlord with copies of all written notices, demands, communications and correspondence of a material nature sent or received by Tenant in connection therewith, simultaneously with their sending by Tenant or promptly upon their receipt by Tenant.

36. Miscellaneous.

(a) Consent not a Waiver. The consent or approval by Landlord to or of any act by Tenant requiring Landlord’s consent or approval shall not be deemed to render unnecessary Landlord’s consent or approval to or of any subsequent similar act by Tenant.

(b) Entire Agreement. This Lease and the exhibits and rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party. The invalidity of one or more phrases, clauses, sentences, Sections contained in this Lease shall not affect the remaining portions of this Lease or any part thereof, and if any one or more of the phrases, clauses, sentences, Sections contained in this Lease should be declared invalid by the final order, decree or judgment of a court of competent jurisdiction, including all appeals therefrom, this Lease shall be construed as if such invalid phrases, clauses, sentences, Sections or had not been inserted in this Lease.

(c) Independent Covenants. Tenant waives all rights to (i) any abatement, suspension, deferment, reduction or deduction of or from rent, and/or (ii) quit, terminate or surrender this Lease or the Premises or any part thereof, except, in either case, as expressly provided herein. Tenant hereby acknowledges and agrees that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that rent shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease. Tenant agrees that Tenant shall not take any action to terminate, to rescind or to avoid this Lease notwithstanding any default by Landlord hereunder except as a consequence of Landlord’s breach of its obligations under the first sentence of Section 19 or except to the extent (if any) expressly set forth herein. Landlord and Tenant each acknowledges and agrees that the independent nature of the obligations of Tenant and Landlord hereunder represents fair, reasonable and accepted commercial practice with respect to the type of property subject to this Lease, and that this agreement is the product of free and informed negotiation during which both Landlord and Tenant were represented by counsel skilled in negotiating and drafting commercial leases in Massachusetts and that the acknowledgements and agreements contained herein are made with full knowledge of the holding in Wesson v. Leone Enterprises, Inc., 437 Mass. 708 (2002). Such acknowledgements, agreements and waivers by Tenant are a material inducement to Landlord entering into this Lease.

(a) Arbitration. As set forth only in Sections 35(a), Section 36(r) and **APPENDIX 1** hereof, the parties have agreed to resolve certain disputes by arbitration in accordance with the Expedited Arbitration Procedures provisions of the Commercial Arbitration Rules of the American Arbitration Association (or another arbitration company mutually acceptable to Landlord and Tenant) and otherwise under the terms of this subsection 36(d) (“Arbitration”). Any such Arbitration shall occur in a location mutually convenient to Landlord and Tenant (or, if Landlord and Tenant cannot agree on a mutually convenient location, in the City of Boston, Massachusetts). The decision of the arbitrator shall be final, conclusive and binding on the parties, but the arbitrator

shall have no power to reform, supplement or modify this Lease. The arbitrator shall make required findings incident to an arbitrable dispute, which findings shall be set forth in reasonable detail in a written decision by the arbitrator. Unless otherwise expressly provided hereunder, the parties shall share equally in all costs charged by the arbitrator or the arbitration company and each party shall otherwise bear its own costs (including attorneys' fees) of any Arbitration. Notwithstanding the foregoing, except as otherwise expressly provided in this Lease (but outside of this subsection 36(d)), the arbitrator may (but shall not be obligated to), in its sole discretion, determine the prevailing party in any such Arbitration and award such prevailing party all of the prevailing party's costs and expenses incurred in connection with the Arbitration (including without limitation attorneys' fees and costs).

(b) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly or any other rent or charge herein stipulated shall be deemed to be other than on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of any rent or charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or charge or pursue any other remedy in this Lease provided.

(c) No Agency. Nothing contained in this Lease shall be taken or construed to create any agency between Landlord and Tenant or to authorize the Tenant to do any act or thing or to make any contract so as to encumber in any manner the title of the Landlord to the Premises or to create any claim or lien upon the interest of the Landlord in the Premises.

(d) Memorandum of Lease. Landlord and Tenant shall, upon request of either party, execute and record a notice of this lease in the form attached hereto as **EXHIBIT E**; provided that the party requesting the memorandum shall pay all recording and state, county and local transfer fees and/or taxes imposed as a result of such notice.

(e) Financial Statements. Except with respect to any such time as Tenant is a corporation whose shares are traded on a US public securities exchange, Tenant shall within 30 days after receipt of written request from Landlord but, so long as no Event of Default exists, not more frequently than once within any twelve-month period, provide to Landlord, for the benefit of Landlord, Mortgagee and any prospective investors, Mortgagee or purchaser of the Premises (i) a balance sheet and profit and loss statement of Tenant for Tenant's most recent fiscal year, and (ii) a detailed operating statement of the Premises for the most recent calendar year (collectively, "Financial Statements").

(f) Confidentiality. The parties acknowledge that the specific terms and conditions of this Lease and any documents made available to Landlord by Tenant hereunder are of a confidential nature and shall not be disclosed except to Tenant's or Landlord's respective affiliates, officers, directors, principals, members, employees, agents, attorneys, partners, accountants, lenders (existing or prospective), investors (existing or prospective) or prospective purchasers (collectively, for purposes of this Section 36, the "Permitted Outside Parties") or as required by law. No party, including Permitted Outside Parties, shall make any public disclosure of the specific terms of this Lease or of any of such documents, except as required by law (including SEC regulations and NYSE or NASDAQ requirements). In connection with the negotiation,

execution, delivery, performance and administration of this Lease, each party acknowledges that it may have access to confidential information relating to the other party. Each party shall treat such information as confidential, preserve the confidentiality thereof, and not duplicate or use such information, except to Permitted Outside Parties or otherwise in connection with the negotiation, execution, delivery, performance and administration of this Lease (or in connection with a party's disposition of an interest in this Lease or in the Premises). Except as required by applicable law, neither party shall issue any press release or make any statement to the media regarding the execution and delivery of this Lease without the other party's consent, which consent shall not be unreasonably withheld or delayed. The provisions of this Section shall survive any termination of this Agreement. The terms of this Section 36(i) shall not apply to any information that is or becomes publicly known other than through a party's breach of its obligations under this Section 36(i).

(g) Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one in the same instrument.

(h) Time of the Essence. Time is of the essence with respect to every provision of this Lease (including but not limited to **APPENDIX 1**) providing for performance, action or inaction by a specified date or within a specified period of time.

(i) Survival of Obligations. Any obligations of Tenant occurring prior to the expiration or earlier termination of this Lease shall survive such expiration or earlier termination.

(j) Broker. Landlord and Tenant each covenant that they have not dealt with any real estate broker, finder or other such party entitled to be paid a fee or a commission with respect to this Lease, except for Mark Mulvey of Cushman & Wakefield ("Broker"), whose fees shall be payable by Landlord pursuant to a separate written agreement between Landlord and Broker. Except for the Broker, each party shall indemnify and hold the other party harmless from all damages, claims, liabilities or expenses, including reasonable attorneys' fees, resulting from any claims that may be asserted against the other party by any real estate broker or finder with whom the indemnifying party either has or is purported to have dealt.

(k) Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR WITH RESPECT TO THIS LEASE.

(l) OFAC. Tenant and Landlord hereby represents and warrants to each other that for itself it is not, nor will it become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

(m) REIT/UBTI. The Landlord and the Tenant hereby agree that it is their intent that all Base Rent, and all other additional rent and any other rent and charges payable to the Landlord

under this Lease shall qualify as “rents from real property” within the meaning of Sections 512(b)(3) and 856(d) of the Internal Revenue Code of 1986, as amended, (the “Code”) and the U.S. Department of the Treasury Regulations promulgated thereunder (the “Regulations”). In the event that (i) the Code or the Regulations, or interpretations thereof by the Internal Revenue Service contained in revenue rulings or other similar public pronouncements, shall be changed so that any rent no longer so qualifies as “rent from real property” for purposes of either said Section 512(b)(3) or Section 856(d) or (ii) the Landlord, in its sole discretion, determines that there is any risk that all or part of any rent shall not qualify as “rents from real property” for the purposes of either said Sections 512(b)(3) or 856(d), such rent shall be adjusted in such manner as the Landlord may reasonably require so that it will so qualify; provided, however, that any adjustments required pursuant to this Section 36(p) shall be made so as to produce the equivalent (in economic terms) rent as payable prior to such adjustment. The parties agree to execute such further commercially reasonable instrument as may reasonably be required by the Landlord in order to give effect to the foregoing provisions of this Section 36(p).

(n) Activity and Use Limitation. Notwithstanding anything to the contrary contained herein, Tenant and Landlord acknowledge that the Landlord’s Parcel (including without limitation the Premises) is subject to an Activity and Use Limitation (the “Existing AUL”) pursuant to the terms of Massachusetts General Laws Chapter 21E, recorded with the Middlesex North Registry of Deeds at Book 21997, Page 35, a copy of which has been provided to Tenant. Notwithstanding anything to the contrary contained herein, Tenant and Landlord acknowledge that all of Tenant’s and Landlord’s rights and interests under this Lease are subject to the Existing AUL and under no circumstances shall Tenant and/or Landlord make any use of the Premises or conduct any activity thereon that is prohibited by the Existing AUL.

(r) Limited Sale Profit Participation Right.

(1) Upon a Sale for which (a) the closing (the “Closing,” with the date of Closing being the “Closing Date”) occurs prior to the earlier to occur of the third (3rd) anniversary of the Commencement Date or an Exempt Sale and (b) the applicable Net Sale Proceeds are at least equal to the applicable IRR Amount as of the Closing Date, if this Lease is then in full force and effect Landlord shall pay to Tenant the applicable Profit Share Amount simultaneously with the Closing Date. As used herein:

“Acquisition” means the acquisition by Landlord and/or any Landlord Affiliate of the 100 Chelmsford Parcel and/or the Leased Parcel in connection with the execution and delivery of this Lease.

“Acquisition Costs” means, as applicable:

- A. *if the Subdivision shall not have occurred*, the Purchase Price plus the Transaction Costs for the Acquisition; or
- B. *if the Subdivision shall have occurred*, the Purchase Price plus the Transaction Costs for the Acquisition, multiplied by 33.33%.

“Development Costs” means,

- A. *if the Subdivision shall not have occurred*, (i) all Project Costs (as defined in APPENDIX 1) plus (ii) any or all hard and soft costs or expenses of subdividing, developing and improving the 100 Chelmsford Parcel and its appurtenances, including without limitation all development, architectural, engineering, project management, permitting and legal costs, costs of environmental remediation and costs of construction and site work and all other costs and expenses of the type including within the definition of Project Costs, *mutatis mutandis*; or
- B. *if the Subdivision shall have occurred*, all Project Costs.

“Investment” means, as applicable:

- A. *if the Subdivision shall not have occurred*, the aggregate of the Acquisition Costs and Development Costs for the 100 Chelmsford Parcel and the Leased Parcel; or
- B. *if the Subdivision shall have occurred*, the aggregate of the Acquisition Costs and Development Costs for the Leased Parcel.

“IRR Amount” means an internal rate of return of 10% per annum, compounded annually, on the sum of the aggregate applicable Investment of the Landlord and/or its affiliates, commencing on the date that any applicable Investment is made (with such internal rate of return to be calculated using the XIRR Function of Microsoft Excel).

“Net Sale Proceeds” means the proceeds of the Sale received by Landlord at the Closing net of the aggregate of the applicable Transaction Costs for the Sale.

“Profit Share Amount” means twenty percent (20%) of the difference between (i) the applicable Net Sale Proceeds and (ii) the applicable IRR Amount.

“Purchase Price” means four million two hundred fifty thousand dollars (\$4,250,000).

“Sale” means a sale or transfer of Landlord’s fee simple interest in the Leased Parcel and, *if the Subdivision shall not have occurred*, the 100 Chelmsford Parcel. Without limitation, a “Sale” shall not include (i) the granting of a mortgage or a sale or transfer in connection with a foreclosure of a mortgage or by deed in lieu of foreclosure (together with any sale or transfer under clause (iii) immediately below, an “Exempt Sale”); (ii) a sale or transfer of Landlord’s interest to any Landlord Affiliate, or by descent or devise following the death of any person comprising Landlord, or in connection with a merger or sale of all or substantially all of Landlord’s assets, or otherwise by operation of law; or (iii) a sale or transfer of Landlord’s interest as part of a transaction by Landlord and/or any Landlord Affiliates that also includes at least two (2) properties outside of the 100 Chelmsford Parcel, the Leased Parcel or the Hale Property (as defined in the REA); provided that in the event of the occurrence of any of the foregoing events other than an Exempt Sale, the provision of this Section 36(r) shall continue in full force and effect with respect to any subsequent Sale.

“Subdivision” means the division of the Landlord’s Parcel into separate legal lots comprised of the 100 Chelmsford Parcel and the Leased Parcel.

“Transaction Costs” means, with respect to the Acquisition or Sale, as applicable, any or all actual and reasonable or necessary costs or expenses of consummating the particular transaction incurred by or equitably allocable to Landlord and/or any Landlord Affiliates therefor, including, without limitation legal fees, closing costs, escrow fees, recording fees, title examination and insurance costs, survey costs, due diligence investigation or monitoring costs and/or brokerage fees.

(2) The parties acknowledge that the 100 Chelmsford Lease contains provisions that are corollary to this Section 36(r) (the “100 Chelmsford Profit Share Provisions”) and agree that all accounting relevant to this this Section 36(r) shall occur in a manner consistent with all accounting relevant to the 100 Chelmsford Profit Share Provisions (in order that, among other things, there shall be no so-called “double counting” of any Landlord transaction Costs or amounts owed, collectively, to Tenant pursuant to this Section 36(r) and/or to the tenant under the 100 Chelmsford Lease pursuant to the 100 Chelmsford Profit Share Provisions).

(3) Any dispute under the foregoing provisions of this Section 36(r) shall be settled exclusively by Arbitration under Section 36(d) above.

(4) Notwithstanding anything to the contrary set forth herein, Tenant’s rights under this Section 36(r) are personal to the Tenant originally named herein and any successor thereto pursuant to a Permitted Transfer, but shall not otherwise be transferable or assignable (and shall not, in any event, be assignable or transferable to any Leasehold Mortgagee [as defined in **EXHIBIT E**]). Further notwithstanding anything to the contrary contained herein, Landlord shall have no obligation to pay Tenant any Profit Share Amount at any time in which Tenant shall be in default of any of its obligations under this Lease beyond any applicable notice or cure period.

(s) No Merger. There shall be no merger of the leasehold estate created by this Lease with the fee estate in the Leased Parcel by reason of the fact that the same person or entity may own or hold (i) the leasehold estate created by this Lease or any interest in such leasehold estate and (ii) the fee estate in the Leased Parcel or any interest in such fee estate; and no such merger shall occur unless and until all persons and other entities having (a) any interest in this Lease or the leasehold estate created by this Lease (excluding subtenants but including any Leasehold Mortgagee) and (b) any fee simple interest in the Leased Parcel or any part thereof shall join in a written instrument effecting such merger and shall duly record the same.

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IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date first above written.

LANDLORD:

CPI 100 CHELMSFORD, LLC,
a Massachusetts limited liability company

By: /s/ William L. Manley

Name: William L. Manley

Title: Authorized Signatory

CPI 144 CHELMSFORD, LLC,
a Massachusetts limited liability company

By: /s/ William L. Manley

Name: William L. Manley

Title: Authorized Signatory

TENANT:

MACOM TECHNOLOGY SOLUTIONS HOLDINGS INC.,
a Delaware corporation

By: /s/ Robert Dennehy

Name: Robert Dennehy

Title: Senior Vice President

By: /s/ Robert McMullan

Name: Robert McMullan

Title: Treasurer

LANDLORD:

CPI 100 CHELMSFORD, LLC,
a Massachusetts limited liability company

By: _____

Name: William L. Manley
Title: Authorized Signatory

CPI 144 CHELMSFORD, LLC,
a Massachusetts limited liability company

By: _____

Name: William L. Manley
Title: Authorized Signatory

TENANT:

MACOM TECHNOLOGY SOLUTIONS HOLDINGS INC.,
a Delaware corporation

By: _____

Name: John Croteau
Title: President

By: _____

Name: Robert McMullan
Title: Treasurer

EXHIBIT A

DESCRIPTION OF LANDLORD'S PARCEL

**100 & 144 Chelmsford Street
Lowell, Massachusetts**

The land situated on Chelmsford Street, in Lowell, Middlesex County, Massachusetts, shown as Lots I-1B-4 and I-1B-5 on a plan entitled "Compiled Disposition Map of Lots I-1B-3, I-1B-4 & I-1B-5 in Lowell, Mass., Hale Howard Urban Renewal Area, Project No. Mass. R-130" dated March 30, 1977, by Dana P. Perkins & Sons, Inc. Civil Engineers & Surveyors", recorded with Middlesex North District Deeds in Plan Book 124, Plan 46, bounded and described as follows:

NORTHEASTERLY: by land now or formerly of the Boston & Maine Railroad Corp., as shown on said plan, by three bounds totaling 649.97 feet;

SOUTHEASTERLY by said land of Boston & Maine Railroad Corp., as shown on said plan, 27.97 feet;

NORTHEASTERLY again, by said land of Boston & Maine Railroad Corp., as shown on said plan, 265.16 feet;

SOUTHEASTERLY again, by Lot I-1 B-3, as shown on said plan, 412.45 feet;

SOUTHEASTERLY again, by said Lot I-1 B-3, as shown on said plan, 277.71 feet;

SOUTHWESTERLY by Lot I-1A, as shown on said plan, 300 feet;

NORTHWESTERLY by Chelmsford Street, 270 feet; and

NORTHWESTERLY again, by said Chelmsford Street by three courses totaling 1,042.23 feet;

Comprised in part by two parcels of registered land; namely,

Registered Parcel 1:

A certain parcel of land situated in said Lowell, bounded and described as follows:

NORTHEASTERLY by Howard Street, fifty-two (52) feet;

SOUTHEASTERLY by land now or formerly of David Ziskind, one hundred twelve (112) feet;

SOUTHWESTERLY by land now or formerly of Charles E. Jameson, fifty-two and 1/100 (52.01) feet; and

NORTHWESTERLY by land now or formerly of Israel Levin, one hundred thirteen and 28/100 (113.28) feet.

All of said boundaries of said Registered Parcel 1 are determined by the Land court to be located as shown on Plan 5672-A entitled "Plan of Land in Lowell" drawn by Smith and Brooks, Civil Engineers, dated October 15, 1915, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 951 issued by Middlesex North Registry District of the Land Court.

Registered Parcel 2:

A certain parcel of land situated in said Lowell, bounded and described as follows:

NORTHWESTERLY by land now or formerly of Minnie Bernstein and Mary F. Hardy, forty-six and 68/100 (46.68) feet;

SOUTHEASTERLY by Lot 5, twenty-five and 07/100 (25.07) feet;

SOUTHWESTERLY by Lot 6, thirty-three and 94/100 (33.94) feet.

All of said boundaries of said Registered Parcel 2 are determined by the Land Court to be located and shown on Subdivision Plan 6039-B entitled "Subdivision Plan of Land in Lowell" drawn by Dana F. Perkins & Sons, Inc., Surveyors, dated December 22, 1976, as approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 21963 issued by said Registry District, and said Registered Parcel 3 is shown as Lot 7 on said plan.

Excepting and excluding from the foregoing the following:

So much of the premises as lies within former Railroad Street as the same is now or formerly owned by Boston and Maine Corporation as set forth in Deed from the Trustees of Boston and Maine Railroad Corporation to City Development Authority dated January 5, 1977, recorded in Book 2242, Page 527.

So much of the land taken by the City of Lowell by right of eminent domain by Order of Taking dated September 8, 1998, recorded in Book 9590, Page 157 and filed as Document No. 178630, and shown thereon as Parcel 1 and Parcel 2 on a "Plan of Land in Lowell, Mass. Prepared for Lowell Regional Transit Authority" dated September 25, 1998 by Vaidya Consultants, Inc., recorded in Plan Book 198, Plan 71, and filed as Document No. 178630. See also Land Court Order filed as Document No. 184737.

Said land is also shown as Lot 1-1B-5 on plan entitled "Plan of Land in Lowell, Mass." dated September 25, 1998, prepared by Vaidya Consultants, Inc. recorded with the Middlesex North District Registry of Deeds in Plan Book 198, Plan 71.

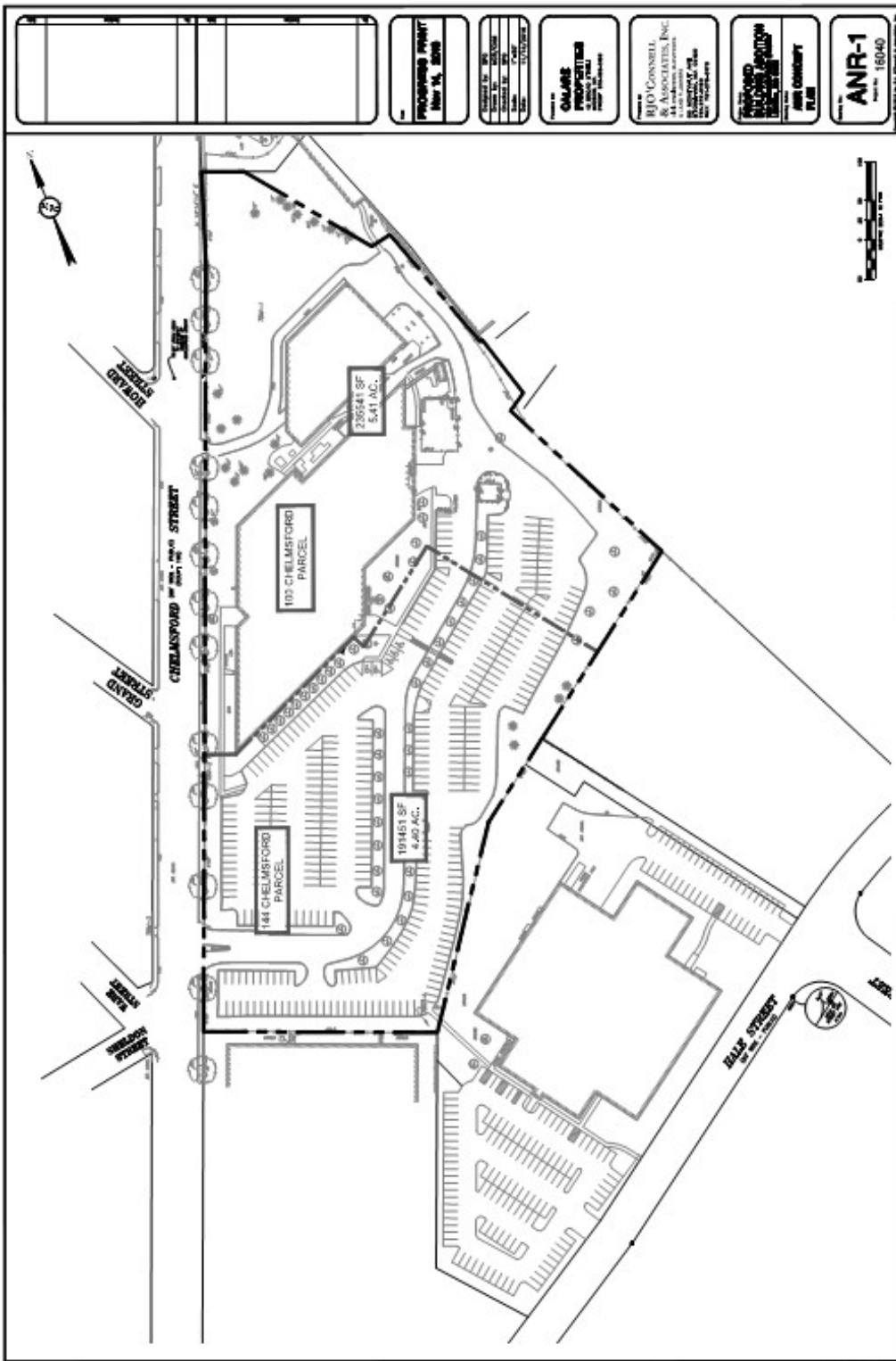
The above described premises is conveyed subject to that Notice of Activity and Use Limitation dated March 6, 2008 and recorded in the Middlesex North District Registry of Deeds.

EXHIBIT A-1

**PLAN SHOWING LANDLORD'S PARCEL,
THE LEASED PARCEL AND THE 100 CHELMSFORD PARCEL**

(appended hereto)

Exhibit A-1, Page 1



<p>PROPOSING PARTY New N, 2008</p>	<p>PROJECT NO. 08 DATE BY DATE DATE BY DATE DATE BY DATE</p>	<p>CALLER PROPOSITOR DATE PREPARED</p>	<p>BY RJO CONNELL & ASSOCIATES, INC. 100 STATE STREET SUITE 200 CHELMSFORD, MA 01824 TEL: 978.382.1100 WWW.RJOCONNELL.COM</p>	<p>APPROVED CHELMSFORD BOARD OF SELECTMEN DATE</p>	<p>ANR-1 DATE 18040</p>
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Exhibit A-1, Page 2

EXHIBIT A-2

PLAN SHOWING THE PROPOSED BUILDINGS

(appended hereto)

Exhibit A-2, Page 1

SITE PLAN



SGA COMMUNICATING. COLLABORATING. CREATING.

MACOM - CONCEPT DESIGN 04.19.16 | 2

EXHIBIT B

TENANT WORK

- * Kitchen equipment design and installation
- * Furniture design and installation
- * Wireless support for 600 devices
- * Data rooms setup
- * Networking gear installation
- * Inter-building connectivity
- * Paging system installation
- * Conference room equipment; i.e. phone, AV, etc.
- * Phone system installation
- * Display boards installation
- * Copy/office/MFP machine installation
- * Card access system installation
- * Security Cameras installation
- * Fitness center and media room utility requirements

EXHIBIT C
SUBORDINATION, NON-DISTURBANCE AND

ATTORNMENT AGREEMENT

144 Chelmsford Street, Lowell MA

This Subordination, Non-Disturbance and Attornment Agreement (this "Agreement") is dated this ____ day of December, 2016, among **Boston Private Bank & Trust Company** ("Lender"), **CPI 100 CHELMSFORD, LLC**, a Massachusetts limited liability company and **CPI 144 CHELMSFORD, LLC**, a Massachusetts limited liability company (collectively, "Landlord"), and **MACOM TECHNOLOGY SOLUTIONS HOLDINGS INC.**, a Delaware corporation ("Tenant").

RECITALS

A. Tenant has entered into a certain lease (the "Lease") dated December ____, 2016 with Landlord of the land and buildings, including certain buildings to be constructed thereon by Landlord to the extent set forth in the Lease, located at 144 Chelmsford Street, Lowell, Massachusetts, notice of which Lease is recorded with the Middlesex North Registry of Deeds in Book ____, Page ____, and filed with the Middlesex North Registry District of the Land Court as Document _____. The leased premises described in the Lease are hereinafter referred to as the "Premises."

B. Lender has made a loan to Landlord, which loan is secured by a certain Mortgage and Security Agreement dated December ____, 2016, recorded with the Middlesex North Registry of Deeds in Book ____, Page ____ and filed with the Middlesex North Registry District of the Land Court as Document _____ (the "Mortgage"), and a certain Collateral Assignment of Leases dated December ____, 2016, recorded with said Registry in Book ____, Page ____ and filed with said Land Court as Document _____ (the "Assignment"), both with respect to the Premises and adjacent property located at 100 Chelmsford Street, Lowell, Massachusetts.

D. Capitalized terms used and not defined herein shall have the respective meanings set forth in the Lease.

For mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that the Lease is and shall be subject and subordinate to the lien of the Mortgage and to the lien of the Assignment and to all renewals, amendments, modifications, consolidations, replacements and extensions thereof, now or hereafter executed, to the full extent of all amounts now or hereafter secured thereby, said subordination to have the same force and effect as if the Mortgage and the Assignment, and such renewals, modifications, consolidations, replacements and extensions thereof, and advances thereunder, had been executed, acknowledged,

delivered and recorded, and made, prior to the execution and delivery of the Lease and any recorded notice or memorandum thereof, and amendments or modifications thereto. However, except as otherwise herein provided, the foregoing subordination provision shall not be deemed or construed as limiting Tenant's rights under the Lease and/or Landlord's obligations thereunder, including without limitation with respect to the use of insurance proceeds and condemnation awards, and, notwithstanding any inconsistent provisions of the Mortgage with respect thereto, such proceeds and awards shall be applied as set forth in the Lease. Furthermore, with respect to the use of insurance proceeds for which Lender is named as mortgagee and together with Tenant as a loss payee, Lender agrees, provided that Tenant is not in default under the terms of this Agreement or the Lease, to release, endorse, sign-off or otherwise make available the funds to Tenant within ten (10) days of receipt by Lender of the funds from the insurance company, so as to allow Tenant to use such funds in accordance with the terms of the Lease. In addition, Lender agrees that any insurance funds released for emergency purposes (for mitigation of damages, for example) shall be released by Lender to Tenant immediately. Landlord hereby agrees that, notwithstanding anything to the contrary in the Lease, failure of Lender to comply with the requirement to make the insurance funds available pursuant to this section after a period of thirty (30) days or longer after Lender's receipt of the funds shall cause all rent to be paid by Tenant pursuant to the Lease to automatically abate from and after the said thirty (30) day period until such time as Lender delivers all insurance funds to Tenant.

2. Lender agrees that Tenant shall not be named or joined as a party defendant in any action, suit or proceeding which may be instituted by Lender to foreclose or seek other remedies under the Mortgage or the Assignment by reason of a default or event of default under the Mortgage or the Assignment, unless applicable law requires Tenant to be made a party thereto as a condition to Lender's proceeding against Landlord or prosecuting such rights and remedies. Lender further agrees that, in the event of any entry by Lender pursuant to the Mortgage, a foreclosure of the Mortgage, or the exercise by Lender of any of its rights under the Mortgage or Assignment, Lender shall not disturb Tenant's right of possession of the Premises under the terms of the Lease so long as Tenant is not in default beyond applicable notice and cure periods in the Lease.

3. Tenant agrees that, in the event of a foreclosure of the Mortgage by Lender, the acceptance of a deed in lieu of foreclosure by Lender, or Lender's exercise of any of its rights under the Mortgage or Assignment, Tenant will attorn to and recognize Lender as its landlord under the Lease for the remainder of the term of the Lease (including all optional extension terms which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to perform all of the obligations of Tenant pursuant to the Lease.

4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease:

(a) Lender shall not be liable in damages or otherwise for any act or omission of any prior landlord (including Landlord), provided nothing herein shall derogate from the obligation of Lender to perform all of the obligations of Landlord pursuant to the Lease arising, accruing or continuing from and after such time as Lender

succeeds to the interest of Landlord under the Lease, except as otherwise provided in this paragraph 4;

(b) Lender shall not be liable for the return of any security deposit unless such security deposit is actually received by Lender;

(c) Lender shall not be bound by any Base Rent or additional rent which Tenant might have prepaid for more than one (1) month in advance under the Lease (unless so required to have been prepaid under the Lease);

(d) Lender shall not be bound by any amendments or modifications of the Lease made after the date hereof without consent of Lender which have the effect of materially increasing Landlord's obligations under the Lease, reducing rent or otherwise materially reducing any of Tenant's obligations under the Lease, decreasing the Term or canceling the Lease prior to its expiration except as a result of the exercise of a right to terminate as set forth in Sections 10(b) or 11 of the Lease;

(e) Lender shall not be subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) except in cases where Tenant has given Lender written notice of an alleged default by Landlord and afforded Lender the same period of time in which to cure as is provided to Landlord under the Lease; and

(f) Lender shall not be bound by any provisions in the Lease which obligate Landlord to erect or complete any building and/or to make any improvements to the Premises (and/or the 100 Chelmsford Property and Hale Property) other than such obligations of Landlord as are expressly set forth in the Lease (including without limitation Appendix 1 of the Lease) and that arise after Final Approval and that are accruing or continuing from and after such time as Lender succeeds to the interest of Landlord under the Lease, provided that Tenant shall continue to be responsible for Tenant's Contribution.

5. Lender hereby approves of, and consents to, the Lease. Notwithstanding anything to the contrary contained in the Mortgage or the Assignment, but subject to the terms of this Agreement, Tenant shall be entitled to use and occupy the Premises and exercise all its rights under the Lease, and the Lease and Landlord's and Tenant's performance thereunder shall not constitute a default under the Mortgage or the Assignment, but nothing herein contained shall relieve Landlord from the performance of its obligations under the Mortgage, the Assignment, or any of the loan documents executed in connection with the Mortgage or relating to the indebtedness secured by the Mortgage (collectively, together with the Mortgage and the Assignment, the "Loan Documents") or modify any of the terms of any of the Loan Documents. Tenant agrees to give Lender a copy of any notice of default under the Lease served upon Landlord at the same time as such notice is given to Landlord.

6. Lender acknowledges that, in the event of an Approvals Contingency Failure, Tenant will have certain rights as set forth in Exhibit F of the Lease to grant a Leasehold Mortgage on Tenant's leasehold estate under the Lease, which Leasehold Mortgage shall constitute a first position mortgage lien on any New Building Work, and Lender hereby consents to any such Leasehold Mortgage granted in accordance with Exhibit F of the Lease, it being understood and agreed that such Leasehold Mortgage shall not constitute a lien on any real estate or other property of Landlord.

7. The terms and provisions of this Agreement shall be automatic and self-operative without execution of any further instruments on the part of any of the parties hereto. Without limiting the foregoing, however, Lender and Tenant agree, within thirty (30) days after request therefor by the other party, to execute an instrument in confirmation of the foregoing provisions, in form and substance reasonably satisfactory to Lender and Tenant, pursuant to which the parties shall acknowledge the continued effectiveness of the Lease in the event of such foreclosure or other exercise of rights.

8. Any notice to be delivered hereunder shall be in writing and shall be sent registered or certified mail, return receipt requested, postage prepaid, or overnight delivery by Federal Express or similar overnight courier which delivers upon signed receipt of the addressee, or its agent. The time of the giving of any notice shall be the time of receipt thereof by the addressee or any agent of the addressee, except that in the event that the addressee shall refuse to receive any notice, or there shall be no person available (during normal business hours) to receive such notice, the time of giving notice shall be deemed to be the time of such refusal or attempted delivery as the case may be. All notices addressed to Lender or Tenant, as the case may be, shall be delivered to the respective addresses set forth opposite their names below, or such other addresses as they may hereafter specify by written notice delivered in accordance herewith:

If to Tenant: MACOM Technology Solutions Holdings Inc.
 100 Chelmsford Street
 Lowell, MA 01851
 Attention: Wayne Goddard, Director of Facilities
 Telephone: (978) 656-2993
 Email: Wayne.Goddard@macom.com

with a copy
simultaneously to: MACOM Technology Solutions Holdings Inc.
 100 Chelmsford Street
 Lowell, MA 01851
 Attention: J. Rame, Sr. Corporate Attorney
 Telephone: (978) 656-2656
 Email: james.rame@macom.com

and to: Scarinci Hollenbeck
 1100 Valley Brook Avenue
 Lyndhurst, NJ 07071
 Attention: Victor E. Kinon, Esq.

Telephone: (201) 896-4100
Email: vkinon@sh-law.com

If to Lender: Boston Private Bank & Trust Company
Ten Post Office Square
Boston, MA 02109

with a copy
simultaneously to: Boston Private Bank & Trust Company
57 Enon Street
Beverly, MA 01915
Attention: William Massos, Senior Vice President

9. The term “Lender” as used herein includes any direct or more remote successor or assign of the named Lender herein, including without limitation, any purchaser at a foreclosure sale, any grantee of a deed in lieu of foreclosure, and any successor or assign of any such purchaser or grantee, and the term “Tenant” as used herein includes any direct or more remote successor and assign of the named Tenant herein, and the term “Landlord” as used herein includes any direct or more remote successor and assign of the named Landlord herein. All terms used herein but not defined herein which are defined in the Lease shall have the same meaning for purposes hereof as they do for purposes of the Lease.

10. Landlord hereby (i) unconditionally and irrevocably authorizes and directs Tenant to make rent payments directly to Lender following receipt of written notice from Lender instructing Tenant to pay any or all amounts due under the Lease, including but not limited to rent, without any obligation to further inquire as to whether or not any default exists under any Loan Document, and (ii) agrees that Landlord shall have no right or claim against Tenant for or by reason of any payment of rent or other charges or amounts made by Tenant to Lender following receipt of such notice. Lender and Landlord hereby agree that Tenant shall be entitled to full credit under the Lease to the extent all rents, charges and other amounts due under the Lease are paid to Lender pursuant to this paragraph. Landlord agrees that, without the prior written consent of Lender, Landlord will not (a) amend or modify the Lease, or (b) terminate, cancel, or accept a surrender of the Lease, or enter into any agreement to do so, except as may be otherwise allowed under the Mortgage or other documents evidencing the loan (provided, however, that Landlord agrees to provide Lender with notice of, and a true and complete copy of any amendment or modification of the Lease regardless of whether Lender's consent is required for such amendment or modification under the loan documents).

11. This Agreement may be signed in multiple counterparts, which, when taken together, shall constitute a fully executed and binding original Agreement. Signatures of the parties to the Agreement via electronic transmission shall be treated as and have the same binding effect as original signatures hereon.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED under seal this ____ day of December, 2016.

LANDLORD:

CPI 100 Chelmsford, LLC,
a Massachusetts limited liability company

By: _____
Name: William L. Manley
Title: Authorized Signatory

CPI 144 Chelmsford, LLC,
a Massachusetts limited liability company

By: _____
Name: William L. Manley
Title: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss

On this ____ day of December, 2016, before me, the undersigned notary public, personally appeared William L. Manley, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, as Authorized Signatory of CPI 100 Chelmsford, LLC, a Massachusetts limited liability company, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
Printed Name: _____
My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this ____ day of December, 2016, before me, the undersigned notary public, personally appeared William L. Manley, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, as Authorized Signatory of CPI 144 Chelmsford, LLC, a Massachusetts limited liability company, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
Print Name: _____
My Commission Expires: _____

TENANT:

MACOM TECHNOLOGY SOLUTIONS HOLDINGS INC.,
a Delaware corporation

By: _____
Name: Robert McMullan
Title: Treasurer

STATE OF _____

COUNTY OF _____, ss.

On this date, December ____, 2016, before me, the undersigned notary public, personally appeared Robert McMullan, as Treasurer of MACOM TECHNOLOGY SOLUTIONS HOLDINGS INC., a Delaware corporation, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose on behalf of the foregoing entity.

Notary Public
Print Name:
My Commission Expires: _____

LENDER:

BOSTON PRIVATE BANK & TRUST COMPANY

By:

Name:

Title:

STATE OF _____

COUNTY OF _____, ss

On this date, December ____, 2016, before me, the undersigned notary public, personally appeared _____, as _____ of _____, a _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose on behalf of the foregoing entity.

Notary Public
Print Name:
My Commission Expires: _____

EXHIBIT D

PERMITTED ENCUMBRANCES

1. Easement from The City Development Authority to Massachusetts Electric Company dated March 24, 1977, recorded in Book 2241, Page 309, as affected by Easement Agreement dated July 19, 1982, recorded in Book 2547, Page 94.
2. Covenants set forth in Deed from City Development Authority to City of Lowell dated October 2, 1978, recorded in Book 2332, Page 534, at Page 549 and filed as Document No. 76121 to the extent in force and applicable.
3. Taking by the City of Lowell for layout of Chelmsford Street dated January 17, 1979, recorded in Book 2349, Page 216.
4. Covenants and easements contained in Deed from City of Lowell to Wang Laboratories dated December 31, 1980, recorded in Book 2459, Page 212 and filed as Document No. 81413.
5. Access and License Agreement by and between AMP Incorporated, M/A-Com, Division and L'Energia Limited Partnership, dated November 17, 1997, recorded in Book 8910, Page 285, and re-recorded in Book 9034, Page 184, as amended by Amendment Agreement dated February 25, 1999, recorded in Book 10461, Page 68.
6. Notice of Activity and Use Limitation dated March 6, 2008, recorded in Book 21997, Page 35.

EXHIBIT E

FORM OF NOTICE OF LEASE

Record and Return To:
Brown Rudnick LLP
One Financial Center
Boston, MA 02111
Attn: Gregory Sampson, Esq.

RECORDING INFORMATION ABOVE

NOTICE OF LEASE

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 183, Section 4, of an instrument of lease (the "Lease") containing, inter alia, the following terms and conditions:

LANDLORD: CPI 100 Chelmsford, LLC, a Massachusetts limited liability company and CPI 144 Chelmsford, LLC, a Massachusetts limited liability company

TENANT: MACOM Technology Solutions Holdings Inc., a Delaware corporation

DATE OF LEASE INSTRUMENT: December __, 2016

PREMISES: A certain portion of the land currently known and numbered as 100 and 144 Chelmsford Street in the City of Lowell Massachusetts, as more specifically shown as the "144 Chelmsford Parcel" on the plan attached hereto as **Exhibit A**, together with the Improvements (as defined in the Lease) and Intangible Rights (as defined in the Lease).

TERM OF LEASE: The initial term of the Lease commences on the occurrence of the Commencement Date of the Lease and expires on the last day of the month in which the twentieth (20th) anniversary of such Commencement Date occurs.

EXTENSION OPTIONS: Tenant has an option to extend the term of the Lease for two (2) consecutive periods of ten (10) years each, as more specifically provided in the Lease.

MAJOR TENANT: Tenant is designated as a Major Tenant (as defined in that certain Reciprocal Easement Agreement of even date herewith, to be recorded/filed on or after the date hereof) for the Leased Parcel.

ACTIVITY AND USE
LIMITATION:

Tenant and Landlord acknowledge that the Landlord's Parcel (including without limitation the Premises) is subject to an Activity and Use Limitation pursuant to the terms of Massachusetts General Laws Chapter 21E, recorded with the Middlesex North Registry of Deeds at Book 21997, Page 35, a copy of which has been provided to Tenant.

OTHER
PROVISIONS:

The Lease contains additional rights, restrictions, terms and conditions not enumerated in this Notice of Lease. Reference should be made to the Lease directly with respect to these and other material terms and conditions.

This Notice of Lease is executed pursuant to the provisions contained in the Lease, and is not intended to vary the terms, conditions or other provisions of the Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice of Lease, the provisions of the Lease shall govern and control. This instrument is not intended to, and does not and shall not, amend, modify, diminish or affect in any way the Lease or the construction or interpretation thereof or any rights or obligations of any of the parties thereto.

This Notice of Lease may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Pages Follow]

Exhibit E, Page 2

EXECUTED under seal this _____ day of December, 2016.

LANDLORD:

CPI 100 CHELMSFORD, LLC,
a Massachusetts limited liability company

By: _____
Name: William L. Manley
Title: Authorized Signatory

CPI 144 CHELMSFORD, LLC,
a Massachusetts limited liability company

By: _____
Name: William L. Manley
Title: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss

On this _____ day of December, 2016, before me, the undersigned notary public, personally appeared William L. Manley, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, as Authorized Signatory of CPI 100 Chelmsford, LLC, a Massachusetts limited liability company, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:_____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss

On this _____ day of December , 2016, before me, the undersigned notary public, personally appeared William L. Manley, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, as Authorized Signatory of CPI 144 Chelmsford, LLC, a Massachusetts limited liability company, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:_____

TENANT:

**MACOM TECHNOLOGY SOLUTIONS HOLDINGS
INC.,**

a Delaware corporation

By: _____

Name: Robert Dennehy

Title: Senior Vice President

By: _____

Name: Robert McMullan

Title: Treasurer

STATE OF _____

COUNTY OF _____, ss

On this date, December ____, 2016, before me, the undersigned notary public, personally appeared Robert Dennehy, as Senior Vice President of MACOM TECHNOLOGY SOLUTIONS HOLDINGS INC., a Delaware corporation, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose on behalf of the foregoing entity.

Notary Public
Print Name:
My Commission Expires: _____

STATE OF _____

COUNTY OF _____, ss

On this date, December ____, 2016, before me, the undersigned notary public, personally appeared Robert McMullan, as Treasurer of MACOM TECHNOLOGY SOLUTIONS HOLDINGS INC., a Delaware corporation, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose on behalf of the foregoing entity.

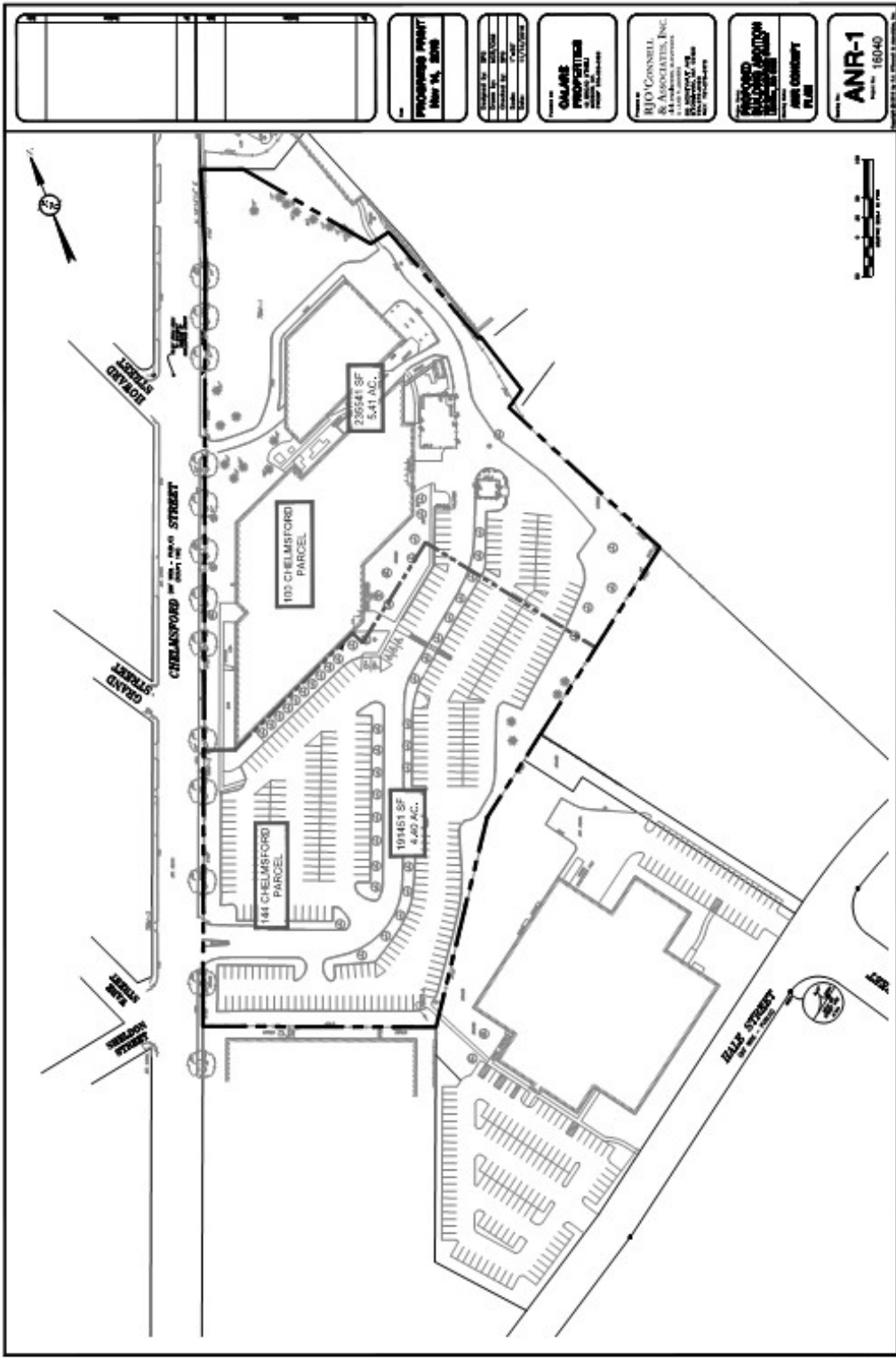
Notary Public
Print Name:
My Commission Expires: _____

EXHIBIT A

PLAN OF 144 CHELMSFORD PARCEL

(see attached)

Exhibit E, Page 5



<p>PROPOSING PARTY New N, 2008</p>	<p>OWNER New N, 2008</p>	<p>DATE 11/11/2008</p>	<p>SCALE AS SHOWN</p>	<p>PROJECT CHELMSFORD PROPOSAL NEW N, 2008</p>	<p>PREPARED BY RJO CONNELL & ASSOCIATES, INC. 100 STATE STREET SUITE 200 CHELMSFORD, MA 01824 TEL: 978.382.1100 WWW.RJOCONNELL.COM</p>	<p>APPROVED BY RJO CONNELL & ASSOCIATES, INC. 100 STATE STREET SUITE 200 CHELMSFORD, MA 01824 TEL: 978.382.1100 WWW.RJOCONNELL.COM</p>	<p>ANR-1 18040</p>
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Exhibit E, Page 6

EXHIBIT F

APPROVAL CONTINGENCY FAILURE TERMS

Notwithstanding anything to the contrary contained in this Lease (apart from this EXHIBIT F), in the event of an Approval Contingency Failure (and only in such event), the following terms and conditions shall apply (and shall govern and control over any contrary provisions of this Lease outside of this EXHIBIT F):

1. **Base Rent.** Notwithstanding anything to the contrary contained in Section 3 of this Lease, in the event of an Approval Contingency Failure, Base Rent shall be payable at an annual rate of \$1.00 for the entire term of this Lease (including any Optional Extension Terms), which amount shall not be subject to increase over time.

2. **New Improvements.** Notwithstanding anything to the contrary contained in Sections 6, 8, 10, 11 and 18 of this Lease:

(a) Tenant shall have the ongoing right to make Alterations (including additions) on the Leased Parcel and site improvements on the 100 Chelmsford Parcel including without limitation the construction of a new building or buildings (a "**New Building**") with related site improvements (collectively, "**New Building Construction**"), and to make subsequent Alterations on the Leased Parcel ("**New Building Alterations**" and/or, together with any New Building Construction, "**New Building Work**") in each case without the requirement of Landlord's prior written consent, provided, however, that any such New Building Work shall not (i) have a material adverse effect on the quality, useful life, value, functionality or costs of operating or maintaining any of the other then existing buildings and improvements at the Project Site (as defined in APPENDIX 1) as determined by Landlord in its reasonable discretion ("Landlord's Determination"), (ii) violate the terms and conditions of the REA and any applicable Other Documents, (iii) violate or interfere with the leasehold rights and interests of any tenant or occupant of the 100 Chelmsford Parcel (except to the extent that such tenant or occupant shall have consented thereto in writing in accordance with the terms and conditions of its applicable lease or occupancy agreement as shall then be in effect), (iv) violate any applicable laws, regulations, ordinances and rules, including then applicable zoning laws (without the need for an amendment to the applicable zoning ordinance or map, except to the extent that Landlord shall consent in writing to any such amendment in writing, such consent not to be unreasonably withheld, conditioned, or delayed) or (v) violate any of the other terms and conditions of this Lease to the fullest extent applicable thereto. Any New Building Work permitted as set forth in this Section 2 shall be deemed a Permitted Alteration and, except as expressly set forth in this Section 2(a), shall be subject to all of the other provisions of this Lease governing Permitted Alterations to the fullest extent applicable. Upon the making of any New Building Alterations, the same shall be deemed part of the New Building. Within thirty (30) days of Tenant's written request for Landlord's Determination with respect to any Particular New Building Work and Tenant's submission to Landlord of all information reasonably required in connection therewith, Landlord shall notify Tenant as to whether Landlord is or is not making Landlord's Determination (and, if Landlord is not making Landlord's

Determination, the reasons therefor in reasonable detail); provided that in the event that Landlord fails to so notify Tenant within such thirty (30) days and Tenant makes a second written request therefor from Landlord (which second request shall include a statement in all capital letters that Landlord's failure to respond within fifteen (15) days shall be deemed to constitute Landlord's making Landlord's Determination then, if Landlord fails to so notify Tenant within such fifteen (15) days, Landlord shall be deemed to have made Landlord's Determination.

(b) (i) All New Buildings shall be deemed Tenant's sole and exclusive property during the term of this Lease. If at the expiration or early termination of this Lease any New Buildings shall remain thereon, however, then (i) the same shall be surrendered to Landlord in accordance with Section 18 of this Lease and (ii) upon any such expiration or early termination of this Lease, Tenant shall upon request of Landlord execute, acknowledge and deliver to Landlord a deed confirming that all of Tenant's right, title and interest in any remaining New Building has vested in Landlord free and clear of any leasehold, leasehold financing and any liens or encumbrances permitted or suffered by Tenant.

(ii) Tenant may elect to demolish a New Building upon not less than thirty (30) days' prior written notice to Landlord, such notice (a "**Demolition Notice**") to include an estimate by a qualified licensed contractor of the reasonably estimated cost of demolition (the "**Demolition Cost**"). Any such demolition shall be subject to all of the Demolition Obligations, to the fullest extent applicable thereto. Tenant may make such election at any time; provided that in the event of any destruction or damage as contemplated under Section 10(a) of this Lease, if Tenant does not make such election within thirty (30) days of the event of damage or destruction, then Tenant shall be obligated to repair, rebuild or restore the same in accordance with said Section 10(a). If Tenant undertakes any such demolition, Tenant shall be obligated to likewise destroy or remove all Business Alterations on or about the New Building.

(iii) All insurance proceeds on account of any damage or destruction of a New Building shall be paid, and shall be the exclusive property of, Tenant or the Leasehold Mortgagee (as defined herein). Notwithstanding the foregoing, if Tenant gives a Demolition Notice then, unless Tenant shall then satisfy the Financial Prerequisite, Tenant shall pay or cause to be paid to Landlord, by insurance proceeds or a direct payment from Tenant (or any combination of the two), an aggregate amount equal to 125% of the Demolition Cost (the "**Demolition Security**"). Such payment under the preceding sentence shall be made within thirty (30) days prior to the commencement of demolition or, with respect to any portion of such payment to be paid by insurance proceeds, after the receipt of such insurance proceeds (but only if and to the extent that (i) Tenant shall have been required hereunder to insure the same, (ii) Tenant shall have in fact maintained such insurance as required hereunder and (iii) Tenant shall have proceeded to adjust the insured loss promptly, diligently and in good faith) and in any event prior to the commencement of demolition. Upon the completion of such demolition, the Demolition Security, less any amounts expended by Landlord in the exercise of its rights under Section 14(b) of this Lease on account of Tenant's failure to have performed any and of its obligations in connection with the demolition) shall be paid over to Tenant or the Leasehold Mortgagee (and any amount so retained by Landlord shall be the sole and exclusive property of Landlord).

(a) In the event of a taking as contemplated under Section 11 of the Lease, Tenant shall have no obligation to rebuild or restore any New Building or New Building Alteration except that, in the event of a partial taking of the New Building or New Building Alteration and Tenant does not deliver a Demolition Notice, Tenant shall take such steps as are reasonably necessary and appropriate to separate, secure and otherwise place into proper functioning condition (and in compliance with Law) any portion(s) of the New Building or New Building Alteration that are not so taken. Tenant will be entitled to an award of takings damages based on any loss of any New Building or New Building Alterations; provided, however, that to the extent that the taking authority or applicable court will not award the foregoing to Tenant separate and apart from any greater award pertaining to the Premises, then Tenant shall be entitled to participate in any greater award on an equitable basis in order to compensate Tenant for such loss.

1. **Leasehold Financing**

(a) Notwithstanding anything to the contrary contained in Section 12 of this Lease, in the event that Tenant constructs a New Building, Tenant shall have the right, without Landlord's consent, to finance New Building Work (and thereafter refinance the same with so-called "permanent financing") by granting a mortgage on Tenant's leasehold estate under this Lease (a "**Leasehold Mortgage**"); provided that any holder of a Leasehold Mortgage (a "**Leasehold Mortgagee**") shall be an Institutional Lender and that there shall not be more than one Leasehold Mortgage in effect at any given time. Notwithstanding the foregoing, no Leasehold Mortgage now or hereafter a lien upon this Lease shall extend to or affect the reversionary interest and estate of Landlord in and to its real property interests in the Leased Parcel or in any manner attach to or affect Landlord's real property interests in the Leased Parcel from and after any expiration or termination of this Lease except as otherwise expressly set forth in this Section 3.

(b) Landlord agrees to simultaneously send copies of all notices given to Tenant hereunder to each Leasehold Mortgagee notice of whose name and address has been given in writing to Landlord. No Leasehold Mortgagee shall be bound by any notice given from Landlord to Tenant hereunder unless and until such notice or a copy thereof has been given to the Leasehold Mortgagee. No amendment, modification, extension, renewal, cancellation, termination or surrender of this Lease shall be binding upon the Leasehold Mortgagee without its written consent.

(c) In the case of a default by Tenant continuing after the giving of any requisite notice and/or passage of any requisite cure period (a "**Default**"), prior to Landlord's taking any further steps to terminate this Lease or regain possession of the Premises ("**Landlord's Remedies**"), Landlord shall give Leasehold Mortgagee (i) a notice of Landlord's intent to exercise Landlord's Remedies (the "**Remedies Notice**") containing a statement of all existing Defaults under this Lease and (ii) the opportunity to cure such Default(s), as follows: (x) Leasehold Mortgagee shall be entitled to cure any Default curable by the payment of monies for a period of fifteen (15) days after receipt of such Remedies Notice and (y) Leasehold Mortgagee shall be entitled to cure any other Default (a "**Non-Monetary Default**") for a period of thirty (30) days after receipt of such Remedies Notice; *provided however*, that if Leasehold Mortgagee reasonably requires additional time to complete the curing of any such Non-Monetary Default, then, provided Leasehold Mortgagee has commenced to cure such Non-Monetary Default within such 30-day period and thereafter prosecutes

the same to completion with reasonable diligence, Leasehold Mortgagee shall be entitled to such additional time as is reasonably necessary to cure such Default. Notwithstanding anything to the contrary contained herein Leasehold Mortgagee shall have no obligation to cure any Default that is of such a nature that it is not susceptible to cure by Leasehold Mortgagee despite the exercise of reasonable diligence by the Leasehold Mortgagee so long as Leasehold Mortgagee notifies Landlord thereof within such 30-day period (any such Default not susceptible to cure and for which Leasehold Mortgagee shall have given such notice being an **"Incurable Default"**). Landlord agrees to accept performance of Tenant's obligations hereunder by Leasehold Mortgagee with the same force and effect as though observed or performed directly by Tenant.

(d) Notwithstanding the foregoing subsection (c), if possession of the Premises and/or title to the leasehold estate under this Lease is required in order for Leasehold Mortgagee to cure any Default (a **"Delayed Cure Default"**), then Landlord shall suspend the exercise any of Landlord's Remedies on account of the Delayed Cure Default, provided that: (i) Leasehold Mortgagee notifies Landlord within the applicable cure period afforded Leasehold Mortgagee under subsection (c) above that it intends to acquire possession of the Premises and/or title to the leasehold estate under this Lease; (ii) within the applicable cure period afforded Leasehold Mortgagee under subsection (c) above, Leasehold Mortgagee cures any Defaults (other than Incurable Defaults and the Delayed Cure Default); (iii) all Rent is timely paid and Leasehold Mortgagee performs or causes to be performed all other obligations of Tenant under this Lease that are susceptible of being cured or performed by Leasehold Mortgagee with the exercise of reasonable diligence prior to its having gained possession of the Premises and/or title to the leasehold estate under this Lease; and (iv) Leasehold Mortgagee takes steps promptly to acquire the leasehold estate under this Lease by foreclosure or otherwise and prosecutes the same to completion with reasonable diligence. Upon completion of the conveyance of Tenant's leasehold interest hereunder by foreclosure or otherwise, this Lease shall continue in full force and effect as a lease between Landlord and Leasehold Mortgagee, its designee or the purchaser of the leasehold estate in any foreclosure proceedings, and Leasehold Mortgagee, its designee or such purchaser shall promptly and with reasonable diligence cure the Delayed Cure Default.

(e) Leasehold Mortgagee shall not be liable for the performance of Tenant's obligations hereunder unless and until Leasehold Mortgagee acquires Tenant's rights and interest by foreclosure or other assignment or transfer in lieu thereof. In the event that Leasehold Mortgagee so acquires Tenant's rights and interest, the liability of Leasehold Mortgagee, its successors and assigns shall be limited to its leasehold interest in this Lease. Neither Leasehold Mortgagee, its successors or assigns, nor any agent, partner, officer, trustee, director, shareholder or principal (disclosed or undisclosed) of Leasehold Mortgagee, its successors or assigns, shall have any personal liability hereunder.

(a) All notices from Landlord to Leasehold Mortgagee and from Leasehold Mortgagee to Landlord hereunder shall be in writing and given in the manner specified in Section 17 of this Lease. The address for notices to Leasehold Mortgagee shall be the address furnished to Landlord by Tenant or the Leasehold Mortgagee (subject to change by notice given in accordance with Section 17 of this Lease).

APPENDIX 1

LANDLORD WORK

I. Construction of Improvements.

(a) Subject to the approval of the Work Plans and the occurrence of the Final Approval, in each case as set forth herein, Landlord covenants and agrees to: (i) construct the buildings and related structures (collectively, the "**Building**") on the Landlord's Parcel (such work being hereinafter referred to collectively as the "**Building Work**") in accordance with and as more specifically described in the final approved building plans and specifications (the "**Final Building Plans**") to be prepared by Landlord (subject in each case to Tenant's approval as provided in Section I(b) of this Appendix 1 below) from the preliminary building and site work plans and specifications (collectively, the "**Preliminary Plans**") previously prepared and approved by Tenant and as listed on the attached Appendix 2, and (ii) construct related site improvements located in, on, under or about the Project Site (such work being hereinafter referred to collectively as the "**Site Work**") in accordance with and as more specifically described in the approved final sitework plans and specifications (the "**Final Sitework Plans**") to be prepared by Landlord subject in each case to Tenant's approval as provided in Section I(b) of this Appendix 1 below from the Preliminary Plans; in each case subject to all of the terms of this Appendix 1. The Building Work and the Site Work are sometimes hereinafter referred to collectively as the "**Landlord Work**," and the Final Building Plans and the Final Sitework Plans are sometimes hereinafter referred to collectively as the "**Work Plans**"). Landlord shall perform the Landlord Work on a "turn-key" basis, which means that the Landlord Work will be Substantially Completed (as hereinafter defined) in every respect on the Possession Date (as hereinafter defined), except for Punchlist Items (as hereinafter defined) and subject only to those Change Orders (as hereinafter defined) as are specifically permitted by this Lease. As used herein, the "**Project Site**" shall mean the Landlord's Parcel together with the Hale Property.

(b) The Work Plans will be prepared and approved as follows:

(i) Within fifteen (15) days following the Effective Date, Landlord shall enter into an agreement for architectural services (the "**Architect Agreement**"), on terms reasonably acceptable to Landlord, with Spagnolo Gisness & Associates, Inc. or another qualified and licensed architect selected by Landlord and subject to Tenant's approval not to be unreasonably withheld, conditioned or delayed (as the case may be, the "**Architect**"), providing for the Architect's prompt preparation of the Final Building Plans, subject to the Landlord and Tenant review and approval procedures set forth below. Further promptly following the Effective Date, Landlord shall enter into an agreement for civil engineering services (the "**Engineer Agreement**"), on terms reasonably acceptable to Landlord, with RJO'Connell & Associates or another qualified and licensed civil engineer selected by Landlord and subject to Tenant's approval not to be unreasonably withheld, conditioned or delayed (as the case may be, the "**Civil Engineer**") providing for the Civil Engineer's

prompt preparation of the Final Sitework Plans, subject to the Landlord and Tenant review and approval procedures set forth below.

(ii) Landlord and Tenant shall reasonably cooperate with each other, in a reasonably prompt fashion, in the review and approval of each version and revision of the Work Plans. The Work Plans shall generally be consistent with the Preliminary Plans. Landlord acknowledges and understands that Tenant may, at its sole cost and expense, retain an architectural consultant (“**Tenant’s Architect**”) to review the proposed Final Building Plans and proposed Final Sitework Plans on behalf of Tenant. When Landlord requests Tenant to specify details or layouts or approve any portion of the Work Plans, Tenant shall specify or approve or disapprove same within ten (10) days after its receipt thereof so as not to delay completion of the Work Plans. If, prior to Plan Approval (as defined herein), Tenant requests any refinement, substitution, modification or addition to the proposed Final Building Plans and/or the proposed Final Sitework Plans, Landlord shall cause Landlord’s Architect or Civil Engineer to revise and resubmit the proposed Final Building Plans and/or the proposed Final Sitework Plans to Tenant incorporating Tenant’s requests within ten (10) days after Landlord’s receipt of such request from Tenant (or such longer period as shall be reasonable under the circumstances given the nature or extent of the request). To the extent that any refinement, substitution, modification or addition to the Preliminary Plans and/or any plans subsequently approved by the parties are requested or proposed by Landlord, Tenant shall not be obligated to agree to any thereof if in the reasonable business judgment of Tenant the requested refinement, modification, substitution or addition would have, other than to a *de minimis* extent, an adverse effect on the quality, useful life, value, functionality or cost of and for Tenant’s Intended Operations (as defined herein) or costs of operating or maintaining the Building and other Improvements.

(iii) Landlord may submit the proposed Work Plans to Tenant in stages and separately for the Building and the Site Work, in which case the approval procedure set forth herein shall apply to each stage or portion of the Work Plans submitted to Tenant for review and approval. Tenant’s review and/or approval of any of the Work Plans shall not create responsibility or liability on the part of Tenant (or Tenant’s Architect) for the completeness, design, sufficiency or compliance with any and all applicable Laws, as it is Landlord’s responsibility to ensure the Work Plans are at all times compliant with all applicable governmental laws, ordinances and regulations (“**Laws**”). Landlord shall not be obligated or authorized to Commence Construction of the Landlord Work unless and until Landlord and Tenant have both approved the Work Plans. In the event of any dispute(s) between Landlord and Tenant with respect to the proposed Final Building Plans and the proposed Final Sitework Plans, the same shall be resolved exclusively by Arbitration (subject to the provisions of the second sentence of Section X of this **Appendix 1** below). Final approval of the Work Plans by Landlord and Tenant is referred to herein as “**Plan Approval**.”

(iv) Except as otherwise provided in this Lease, after the Work Plans have been approved by Tenant, no improvements or alterations which, other than to a *de minimis* extent, vary from the approved Work Plans may be made by Landlord without the prior written consent of Tenant. Tenant’s consent with respect to any alterations to any Final Building Plans may be granted or withheld in Tenant’s sole and absolute discretion. Tenant’s consent with respect to any alterations to any Final Site Plans, however, shall only be withheld or conditioned to the extent that Tenant

determines, in its reasonable discretion, that such proposed alterations to the Site Work would have, other than to a *de minimis* extent, an adverse effect on the quality, useful life, value, functionality or cost of and for Tenant's Intended Operations or costs of operating or maintaining the Building and other Improvements.

(c) If and to the extent permitted by applicable Laws (including, without limitation, applicable building codes), Landlord shall commence to perform the Landlord Work within thirty (30) days following the later to occur of Plan Approval or Final Approval (as defined herein), or as soon thereafter as is reasonably practicable given seasonal factors and generally accepted construction practices; provided that, notwithstanding the foregoing, Landlord shall commence to perform the Landlord Work in accordance with the Construction Schedule (as defined herein) and, once commenced, Landlord shall proceed with the Landlord Work diligently and continuously until the Landlord Work is completed. Landlord acknowledges that time is of the essence in Substantial Completion of the Landlord Work in accordance with the Construction Schedule, subject to Force Majeure Events (as defined herein), Change Orders and Tenant Delays (as defined herein).

(d) Landlord agrees that, in connection with Landlord's securing financing for the construction of Landlord's Work from a construction lender (the "**Construction Lender**"), Landlord's principal or affiliate (as the case may be, the "**Landlord Guarantor**") shall execute and deliver to the Construction Lender a guaranty of Landlord's obligation to complete the Landlord Work (a "**Lender Completion Guaranty**"). The Lender Completion Guaranty shall be in such form as shall be required by the Construction Lender. At the time of issuance of the Lender Completion Guaranty, Landlord shall deliver to Tenant a separate guaranty from the Landlord Guarantor in form and substance substantially similar to the Lender Completion Guaranty, *mutatis mutandis* (the "**Tenant Completion Guaranty**"); provided, however, that any such Tenant Completion Guaranty shall at all times be subject to and unconditionally subordinate in all respects, in lien and payment, to the rights, privileges, and powers of the Construction Lender (and its successors and assigns) under the Lender Completion Guaranty. The Tenant Completion Guaranty shall provide that Tenant may proceed to enforce the Tenant Completion Guaranty at such time as the Landlord is in default, after the giving of notice and expiration of any grace period as may be applicable thereto, of its obligations under this Lease to construct the Landlord Work, except that Tenant shall not commence any such action to enforce provided that the Construction Lender is timely enforcing the Lender Completion Guaranty (and, in any event, subject to such other reasonable and customary "intercreditor" requirements of the Construction Lender, which terms shall be set forth in an Intercreditor Agreement to be entered into between Tenant and the Construction Lender).

(a) (i) Following the Effective Date, Landlord will enter into an agreement (the "**Construction Management Agreement**"), on terms reasonably acceptable to Landlord, with PM Realty Group or another qualified construction manager selected by Landlord and subject to Tenant's approval not to be unreasonably withheld, conditioned or delayed (as the case may be, the "**Construction Manager**") to provide construction management services for the Landlord Work, including without limitation assisting Landlord in the review and development of the Work Plans, Project Budget and Construction Schedule, the negotiation and administration of the Construction

Agreement (as defined herein) and the oversight of the Landlord Work. Landlord's delegation of any responsibilities to Construction Manager under the Construction Management Agreement shall not relieve Landlord of any of its responsibilities to Tenant hereunder).

(i) Following the Effective Date, Landlord will enter into an agreement (the "**Construction Agreement**"), on terms reasonably acceptable to Landlord, with Integrated Builders or another qualified general contractor selected by Landlord and subject to Tenant's approval not to be unreasonably withheld, conditioned or delayed (as the case may be, the "**General Contractor**") to perform the Landlord Work on a cost-plus, open-book basis. Landlord's delegation of any responsibilities to General Contractor under the Construction Agreement shall not relieve Landlord of any of its responsibilities to Tenant hereunder. The Construction Agreement shall require the General Contractor to solicit a minimum of three (3) bids for all subcontracts having a cost of \$30,000.00 or more, except for any subcontracts for which the Landlord, in reliance on and working in conjunction with Landlord's General Contractor to identify the same, has not identified three (3) or more qualified bidders or for any subcontracts for which a reduced number of bidders has been approved in advance by Tenant in its reasonable discretion. Landlord agrees to provide Tenant with a copy of the proposed form of Construction Agreement, along with a reasonable opportunity to comment prior to finalization and execution of the same. The Construction Agreement shall provide that Tenant (in addition to Landlord) shall receive the benefit of any and all warranties, guaranties, certifications, and/or other such modes of reliance or recourse ("**All Warranties**") made by the General Contractor and all subcontractors, subordinate subcontractors and/or material suppliers under the Construction Agreement and all other applicable contracts thereunder and/or related thereto (collectively, "**All Contracts**"), and that any/all certifications, testing, inspections, or certifications of completion contained in All Contracts be made to or for the benefit of both Landlord and Tenant.

(ii) The Construction Contract shall provide for reasonable and customary inspections, observations and testing during the progress of the Landlord Work, including (without limitation) any reasonable and customary (i) field and laboratory testing of certain materials and supplies incorporated into or used in the performance of the Landlord Work and (ii) field observations and inspections of the construction components. Landlord shall promptly provide to Tenant, copies of all reports, analyses and/or certifications provided to Landlord by any Landlord Contractors (as defined herein) in connection with any such inspections, observations and testing.

(iii) The Construction Contract shall require that all Landlord Contractors comply with all Laws pertaining to individual laborers performing Landlord Work, including without limitation all Federal and State immigration Laws and all Laws regarding wages, salaries, benefits and any other compensation.

(iv) All Landlord Contractors shall all be licensed contractors in the jurisdiction in which the Leased Parcel is located, and sufficiently bonded, to perform its applicable portion of the Landlord Work, and each shall be deemed a Landlord Contractor (as hereinafter defined) for all purposes under this Lease. Landlord covenants that all Landlord Work shall be performed in a good and workmanlike manner substantially in conformance with the approved Work Plans and all applicable Laws. All Work Plans may be used and reused by Tenant regardless of who prepared

them and Landlord shall obtain a license from the Design Professionals (as hereinafter defined) who prepared said Work Plans granting Tenant the right to use all or portions of the Work Plans; provided that all reference to the said Design Professionals and their respective practices is removed from subsequently altered Work Plans and subject to such other customary terms and conditions as shall be applicable to the use of the Work Plans under the contract by which the Work Plans were commissioned. The Work Plans shall be the property of Landlord, provided that during the term of this Lease, Landlord may use the Work Plans only in connection with this Lease, the REA or the Landlord's Parcel.

(v) Throughout the Construction Period (as hereinafter defined), Landlord shall require that the General Contractor and, except as hereinbelow expressly provided, each subcontractor and sub-subcontractor (collectively the "**Landlord Contractors**" and individually a "**Landlord Contractor**") shall carry insurance coverage, during all such times as the Landlord Work is being performed, including but not limited to builder's risk completed value insurance on the Landlord Work in an amount reasonably approved by Tenant. Landlord shall also require each Landlord Contractor (except subcontractors and sub-subcontractors as hereinbelow expressly provided) to carry insurance for combined single limit bodily injury and property damage insurance (including contractor's liability coverage, contractual liability coverage, completed operations coverage, and broad form property damage endorsement) covering commercial general liability and automobile liability, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, Three Million Dollars (\$3,000,000) in the aggregate (with an umbrella or excess coverage insurance policy for such liability insurance policies, in an amount not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate), with all such liability insurance policies, including such umbrella or excess coverage policy, endorsed to show Tenant as an additional insured, and for workers' compensation as required by Law, endorsed to show a waiver of subrogation by the insurer to any claim any Landlord Contractor may have against Landlord, plus employer's liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, endorsed to show Tenant as an additional insured. All insurance policies obtained and maintained by the Landlord Contractors shall be carried with reputable companies licensed to do business in the state in which the Leased Parcel are located and having, according to A.M. Best, a rating of not less than A- and a Financial Size Category of not less than VIII. Prior to commencement of any work by any particular Landlord Contractor, Landlord promptly shall deliver to Tenant certificates of insurance showing compliance with such insurance requirements by the Landlord Contractor, and compliance with the additional insured and waiver of subrogation endorsement requirements set forth above. Landlord shall notify Tenant promptly following execution of any contract, subcontract or other agreement with each Landlord Contractor and upon such notice, such Landlord Contractor will be promptly notified by Landlord of Landlord Contractor's inclusion in the insurance requirements set forth in, and such Landlord Contractor's obligations under, this clause (iv). Landlord's failure to cause the procurement and maintenance by the Landlord Contractors of the insurance required by this clause (iv), which failure continues for more than five (5) business days after written notice from Tenant, shall constitute a material breach of, and default under, this Lease by Landlord, and Tenant may (but shall not be obligated to), in addition to any other rights or remedies available to Tenant, purchase such insurance at Landlord's expense. Notwithstanding the preceding provisions of this clause (iv), provision of some types or amounts of insurance by a subcontractor or sub-subcontractor, including applicable limits of liability, may be waived or

modified at the option of Landlord (with prior notice of each/all such waivers or modifications to be given by Landlord to Tenant), where it is reasonably deemed by Landlord that either such insurance is not applicable, or that adequate coverage is provided by Landlord's or the General Contractor's insurance, or that waiver or modification is otherwise appropriate under the circumstances and customary in the region in which the Leased Parcel is situated; provided, however, that subcontractors and sub-subcontractors must, in all cases, procure workers' compensation insurance as required by applicable Laws and business automobile liability insurance in the amount customarily required by prudent developers of similar projects in the region in which the Leased Parcel is situated from their subcontractors and sub-subcontractors.

(b) Inasmuch as portions of the Landlord Work will be performed in and on both the Leased Parcel and the 100 Chelmsford Parcel, Landlord acknowledges and agrees that, insofar as the same pertains to any elements of the Landlord Work being performed on both the Leased Parcel and the 100 Chelmsford Parcel, all insurance policies and coverages required to be maintained hereunder, All Warranties, all warranties of Landlord under this **Appendix 1** and all indemnification obligations of Landlord shall apply to and cover activities on the entire Landlord's Parcel. In performing Landlord's Work, (i) Landlord shall not enter the 100 Chelmsford Building (as defined herein) without prior notice to Tenant and (ii) Landlord shall use reasonable efforts to minimize any interference with Tenant's business operations being conducted on the 100 Chelmsford Parcel. Notwithstanding the foregoing, Tenant shall reasonably cooperate Landlord with respect to any activities on the 100 Chelmsford Parcel in order that Landlord's Work may progress in accordance with the Construction Schedule.

(c) Tenant and Landlord agree and acknowledge that, except in the event of an Approval Contingency Failure (as defined herein) in which case the Base Rent shall be \$1.00 per year (which amount shall not be subject to increase) as provided in **Exhibit E** to this Lease, the Base Rent to be paid by Tenant to Landlord from the Possession Date through the last day of the first twelve (12) full calendar months of the term of this Lease as provided in Section 3 of this Lease will be an amount equal to One Million Two Hundred Seventy Eight Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,278,750.00), which Base Rent shall be subject to increase thereafter as set forth in Section 3 of this Lease. The Base Rent has been calculated by multiplying the amount of Sixteen Million Five Hundred Thousand Dollars (\$16,500,000.00) (the "**Rent Baseline**") by seven and 75/100 percent (7.75%). The Rent Baseline represents the portion of the Project Budget that is the basis for the determination of the Base Rent payable by Tenant in accordance with Section 3 of this Lease. Notwithstanding the foregoing, except as expressly set forth in this Lease, Tenant shall be responsible for payment of the difference between the Project Budget and the Rent Baseline (such difference being "**Tenant's Contribution**"), pursuant to the following:

- ii. Tenant's Contribution shall initially be determined based on the Preliminary Project Budget (but shall be subject to increase as set forth below). Tenant hereby agrees to fund Tenant's Contribution by allocating some or all of the Construction Allowance (as defined in the 100 Chelmsford Lease) payable to Tenant pursuant to Exhibit B of the 100 Chelmsford Lease as Tenant determines appropriate in Tenant's sole discretion. Notwithstanding the

foregoing, Tenant shall have the option of paying Tenant's Contribution, or any portions thereof, using other funds of Tenant, at Tenant's sole discretion.

- iii. Landlord shall submit invoices to Tenant for payment of Tenant's Contribution installments no more than once per month. Notwithstanding the foregoing, Landlord agrees that Tenant shall not be obligated to pay any invoices nor shall Landlord submit any invoices for Tenant's Contribution installments until such time as required pursuant to the terms of Exhibit B of the 100 Chelmsford Lease, as certified in writing to Tenant by Landlord's Contractors and the Architect. Notwithstanding the foregoing Tenant may at any time from and after the Effective Date make payments towards and in satisfaction of the Tenant's Contribution for any hard and/or soft costs provided for in the Project Budget (including but not limited to the Preliminary Project Budget) at such time and in such amounts as Tenant shall determine appropriate.
- iv. Tenant's failure to pay any installments of Tenant's Contribution as required pursuant to the terms of Exhibit B of the 100 Chelmsford Lease shall be subject to the same provisions for notice, cure and default by Tenant to pay Base Rent or additional rent as set forth in Section 14(a) of this Lease. Landlord shall submit to Tenant invoices for payment of Tenant's Contribution, which invoices shall include the same information as required with any construction loan requisition requested under Section III(b)(i) of this **Appendix 1** (i.e., copies of all invoices from applicable Landlord Contractors and material suppliers, and any and all Design Professionals (including but not limited to the Architect) copies of any certifications from the Architect or other Design Professionals, and a certification indicating those funds disbursed to date for each line item of the Project Budget and that the undisbursed balance for each line item is sufficient to complete each such line item).
- v. Within sixty (60) days after the Possession Date, Landlord will deliver to Tenant a final Project Budget which, if not contested by Tenant within thirty (30) days after such delivery, shall be deemed final and conclusive for purposes of establishing Tenant's Contribution, provided that in no event shall the total amount of the final Project Budget have increased from the total amount of the Preliminary Project Budget (as hereinafter defined) except as herein permitted.
- vi. In the event of any such contest (as provided in part (iv) above), the Preliminary Project Budget shall be used to determine the Tenant's Contribution payable pursuant to this Section I(g) until such time as the parties shall have conclusively resolved any such contest, upon which resolution any effective overpayment by Tenant of Tenant's Contribution shall be credited to Tenant's next installment(s) of Base Rent or any effective

underpayment by Tenant of Tenant's Contribution shall be paid for by Tenant to Landlord in full within thirty (30) days of such resolution.

(d) As used herein, the "**Project Budget**" shall mean the Tenant-approved (as hereinafter set forth) final hard and soft costs actually incurred by Landlord to design, engineer, plan, permit and develop the Landlord Work and to construct the same pursuant to the Work Plans, including without limitation on-site paving, landscaping and utility lines, all in accordance with the terms and provisions of this Lease, the Work Plans and the Construction Schedule. The types of costs to be included in the Project Budget (the "**Project Costs**") shall be limited to the types of costs and expenses as are contained in the Preliminary Budget and incurred or to be incurred by Landlord, or equitably allocable to the Leased Parcel (when any such costs or expenses also apply to one or more other parcels), on account of any or all geotechnical studies, surveys, infrastructure costs, building and permit fees, site preparation costs, architectural and engineering fees and design fees (including without limitation payments under the Architect Agreement and the Engineer Agreement), inspection fees, testing, labor and materials to construct the Landlord Work, costs and fees of obtaining and complying with the Governmental Approvals and Final Approval, costs and fees payable under the Construction Management Agreement and the Construction Agreement and related documentation, costs of complying with Laws including removal or remediation of Hazardous Substances in accordance with Environmental Regulations (including without limitation Landlord's Remedial Work), project landscaping, water, gas and electrical hookup fees and related miscellaneous costs, all Taxes and other so-called carrying costs accruing from the Effective Date through the Possession Date, brokerage fees on account of the execution of this Lease, costs of complying with the REA and Other Documents accruing from the Effective Date through the Possession Date, all federal, state and local taxes arising from or relating to the performance or completion of the Landlord Work (including, without limitation, all federal, state and local unemployment taxes and federal and state income and social security taxes to be withheld from wages), costs of Tenant Delays, construction financing interest, costs and fees, costs relating to the development, review, revision and approval of the Work Plans, the Project Budget, the Construction Schedule or any Change Orders, and attorneys' fees or costs payable to Landlord's attorneys for services rendered in connection with any of the foregoing (including without limitation costs of negotiating the Architect Agreement, Engineer Agreement, Construction Contract). The Project Budget shall exclude, however, any development fee payable to Landlord or any of its Affiliates and attorneys' fees or costs payable to Landlord's attorneys for services rendered in negotiating this Lease, the REA, or Other Documents. A preliminary Project Budget is attached hereto as **Appendix 3** (the "**Preliminary Project Budget**"). Landlord agrees that Tenant shall have full access to review the Preliminary Project Budget, any changes proposed to the Project Budget and the final Project Budget as it is developed, including any interim submissions to the Project Budget prior to completion of the Work Plans and/or prior to Substantial Completion of the Landlord Work Any change to the Project Budget shall be subject to Tenant's approval, which may be given or withheld in Tenant's sole and absolute discretion except that:

- i. Tenant shall not unreasonably withhold, condition or delay its consent to any such change constituting a re-allocation of amounts between or among different line items of the Project Budget so long as the total amount of the Project Budget is not thereby increased;

- ii. Tenant shall not unreasonably withhold, condition or delay its consent to any such change due to any increased Project Costs required as a result of any (1) Governmental Approval or Final Approval conditions, requirements or limitations approved or consented to by Tenant in accordance with Section II of this **Appendix 1**, (2) subsequent discovery by Landlord prior to Substantial Completion of site or soil conditions, or (C) Landlord's Remedial Work; and
- iii. No approval by Tenant shall be required to the extent that such a change is caused by a Tenant Delay (subject to Tenant's right to contest the same hereunder).

Except as may be otherwise expressly allowed or authorized hereunder, any increase in costs to perform or complete Landlord's Work over and above the Project Budget as then approved hereunder, whether previously contemplated or unanticipated, shall be the sole responsibility of and shall be paid by Landlord.

(e) Landlord shall Commence Construction of the Landlord Work no later than the date (the "**Commencement Deadline**") that will allow Landlord sufficient time to complete the Landlord Work prior to the Updated Anticipated Possession Date (as defined below), and shall diligently, continuously, and in good faith proceed thereafter to Substantial Completion thereof in accordance with the Construction Schedule (subject to Force Majeure, a Change Order or a Tenant Delay). In the event Landlord fails to Commence Construction of the Landlord Work on or before the Commencement Deadline other than due to Force Majeure, a Change Order or a Tenant Delay, then Landlord at Landlord's sole cost and expense, which amount shall be excluded from the Project Budget, shall accelerate the Landlord Work by conducting construction overtime and by retaining added contractors to bring the Landlord Work in line with the Construction Schedule and allow for timely completion. The words "**Commence Construction**" (and grammatical variants thereof) mean the pouring of the footings and foundation of the Building in accordance with the Work Plans. The period of time running from the date Landlord Commences Construction until the date upon which the Punchlist Items are fully completed in accordance with this Lease is referred to as the "**Construction Period**".

(f) Landlord shall undertake and complete the construction of each element of the Landlord Work described in and in compliance with the Work Plans and any and all applicable Laws, including, but not limited to, all Environmental Regulations. Without limiting the foregoing, Landlord covenants and agrees that the application of any Hazardous Materials, as part of the performance of the Landlord Work must be performed and completed by a licensed applicator if required by Environmental Regulations or any other applicable Law and, when the Leased Parcel is delivered and turned over to Tenant, all unused/unapplied Hazardous Materials utilized in the performance of the Landlord Work including, without limitation, all paints, glues and solvents, must be removed from the Landlord's Parcel, and properly disposed of as required by all Environmental Regulations. Landlord shall be responsible for any and all federal, state and local taxes arising from or relating to the performance or completion of the Landlord Work, including, without limitation, all federal, state and local unemployment taxes and federal and state income

and social security taxes to be withheld from wages (provided, however, that such taxes shall be included as Project Costs).

(g) Tenant shall have the right, but not the obligation, to designate (including the right to replace from time to time) a qualified reputable construction professional (the "**Tenant's Rep**") to represent Tenant's interest in performing oversight of the Landlord Work with full authority to bind Tenant with respect to any decisions or approvals regarding the Landlord Work, the Work Plans, the Construction Schedule, the Project Budget or any Change Orders. Tenant shall advise Landlord if Tenant retains a Tenant's Rep, by written notice containing the name, address and contact information of Tenant's Rep. The Tenant's Rep shall be invited to all progress meetings with the Architect, Construction Manager, General Contractor, and any representatives of Landlord overseeing the Landlord Work. The Tenant's Rep shall also be promptly provided with copies of any correspondence submitted to and received from Landlord and the Architect, Civil Engineer, Construction Manager or General Contractor pertaining to the Work Plans, the Construction Schedule, the Project Budget or the Landlord Work.

(h) Following approval of the Work Plans by Landlord and Tenant, and during the period of performance of Landlord Work, Landlord and Tenant shall have the right to propose changes, substitutions and eliminations in said Work Plans ("**Changes**"), which Changes shall or shall not be implemented, in accordance with and subject to the following procedures:

(i) Any Changes shall be effected by the execution by Landlord and Tenant of a written change order for each such Change (a "**Change Order**"). Each Change Order shall include a statement by Landlord of (i) all costs and expenses, including but not limited to design and permitting fees, interest and other carrying costs, increased costs of construction and all other costs of the type included or includable in the Project Budget, reasonably anticipated to increase or decrease on account of the consideration and implementation of the Changes (with any net increase in such costs and expenses being referred to herein as the "**Net Cost Increase**" or any net decrease in such costs and expenses being referred to herein as the "**Net Cost Decrease**") and (ii) the number of days (if any) by which the Construction Schedule will be extended in order to implement such Changes to the Landlord Work.

(ii) Tenant shall have the right, in its sole and absolute discretion, to make Changes pertaining to the Building Work. In addition, Tenant shall have the right to make Changes to the Site Work, subject to Landlord's consent, which shall not be withheld, conditioned, or delayed unless, in Landlord's reasonable discretion, the Changes proposed to the Site Work would have a material adverse effect on the Project Site. Tenant shall have the option to withdraw any Change Order by notice thereof to Landlord given prior to the time that Landlord Contractors actually commence the work thereon or purchase materials or supplies related to the Change Order, provided that any costs and expenses incurred by Landlord as a result of its consideration of the Changes or Change Order or Tenant's withdrawal thereof shall be deemed Project Costs.

(iii) If any Change Order results in a Net Cost Increase then, at Tenant's election, Tenant may elect to proceed with or cancel the Change and if Tenant elects proceed with the Change then, at Tenant's option and election, either (i) the full amount of the Net Cost Increase shall be added to the Project Budget or (ii) Tenant shall, from time to time until the full amount of the Net

Cost Increase has been paid by Tenant, pay to Landlord any costs or expenses allocable to the Change Order within thirty (30) days of Landlord's incurring the applicable cost or expense and invoicing Tenant therefor; provided, however, that in the event of any Change Order that, together with all prior Change Orders, results in a Net Cost Increase in excess of ten percent (10%) over the total amount of the Preliminary Project Budget, then Landlord shall have the right to require that all portions of the Net Cost Increase be paid for under the foregoing clause (ii). Any Net Cost Decrease shall be credited and reflected in the Project Budget.

(iv) Notwithstanding the preceding provisions of this subsection (l), Landlord shall have no obligation and no authority to proceed with any proposed Changes unless and until Landlord and Tenant each approve and execute a Change Order for such Changes.

(v) Landlord shall have the right to make Changes to the Site Work, subject to Tenant's consent, which shall only be withheld or conditioned to the extent that Tenant determines, in its reasonable discretion, that such proposed alterations to the Site Work would, other than to a *de minimis* extent, have an adverse effect on Tenant's interest in the Landlord's Parcel. Notwithstanding the foregoing, any Changes constituting Landlord's Remedial Work are hereby deemed approved by Tenant.

(i) Change Orders proposed by Landlord shall not, *ipso facto*, result in any increase in the Project Budget (it being acknowledged that increases in the Project Budget shall occur only as may be otherwise expressly allowed or authorized under this **Appendix 1**).

(i) Landlord shall provide Tenant with a copy of all contracts, agreements and related documents entered into by Landlord in connection with the Building Work promptly upon execution of such document.

I. Approvals.

(a) Promptly following approval of the Work Plans by Landlord and Tenant as hereinabove provided, or at such sooner time as may be determined by Landlord and Tenant in their reasonable discretion, Landlord will apply for and thereafter diligently pursue the Final Approval (as hereinbelow defined) of all necessary and appropriate municipal, county, state and federal authorities required, as well as any applicable non-governmental, third party utility or service providers, abutters, neighbors or other interested parties in the vicinity of the Leased Parcel (as the case may be, "**Third Parties**"), in order for Landlord to perform the Landlord Work including, without limitation, the issuance of the following, if and as applicable: zoning variance(s); site plan approvals; special permit approval(s); approvals related to drainage or storm water management; off-site easements and dedications; any required approval for the installation or construction of required utilities; commitments for utility capacity (including, but not limited to, "will serve" commitment letters); any necessary governmental approval for access, such as curb cuts or entrances; any wetlands or environmental approvals and permits; and any subdivision or lot division approvals, in each case in form and subject only to conditions as are reasonably acceptable to Landlord and Tenant (collectively, the "**Governmental Approvals**"). Governmental Approvals shall in no event, however, include (i) any approvals, permits, licenses or authorizations for the installation of Tenant's Work or installation (or placement or operation) of any of Tenant's

furniture, fixtures, equipment or other personal property (as the case may be, "**Tenant's Installations**") or for Tenant's Intended Operations or (ii) a temporary or permanent certificate of occupancy (which Landlord shall secure as hereinafter provided in connection with Substantial Completion). Governmental Approvals shall include any subdivision or lot division approvals required for the sole purpose of having the Leased Parcel and Improvements thereon taxed as a separate tax tract or tax parcel ("**Tax Lot Division Approval**"); provided, however, that, if Landlord cannot obtain the Tax Lot Division Approval after having used diligent, good faith efforts to obtain the same, then Landlord may at any time thereafter elect to exclude the Tax Lot Division Approval from the Governmental Approvals, upon which Landlord shall have no further obligations with respect to the Tax Lot Division Approval. As used herein "**Final Approval**" is when all of the Governmental Approvals (x) have been issued by all appropriate governmental entities or agencies and either (1) the time allowed for an appeal has lapsed (or will have lapsed prior to the Anticipated Possession Date or Updated Anticipated Possession Date, as applicable (and each as defined herein), or (2) any appeals or litigation that may have been filed or initiated with respect to any of the Governmental Approvals have been prosecuted and resolved in a manner which is satisfactory to Landlord and Tenant and are not subject to remand to lower courts or governmental entities or agencies; or (y) in the case of any applicable Third Parties are either finalized and in effect or have been otherwise agreed to. Additionally, the Governmental Approvals shall not prohibit, interfere with (other than in a *de minimis* fashion), or unreasonably delay Tenant from obtaining all necessary operating permits and approvals for Tenant's Intended Operations; impose any conditions or restrictions that would result, other than in a *de minimis* fashion, in Tenant's having to incur other than standard and/or normal costs for Tenant's use of the Leased Parcel for Tenant's Intended Operations; or restrict Tenant's ability to change its use of the Leased Parcel to another use permitted by Section 5 of this Lease (and which other use is reasonably consistent with or related to Tenant's Intended Operations at the time of Landlord's filing its first application for Governmental Approvals).

(b) At any time and from time to time, Tenant shall have the right (but not an obligation) to review Landlord's records pertaining to Governmental Approvals and/or to accompany or monitor Landlord in applying for, pursuing, securing and/or complying with the requirements for issuance of any or all of such Governmental Approvals; provided, however, that (i) no such actions taken by Tenant shall relieve or release Landlord from any of its obligations under this Lease with respect to such Governmental Approvals and (ii) Tenant shall not in any respect interfere with Landlord's performing such obligations. Further notwithstanding the foregoing, if Landlord requests Tenant's consent to any submission, condition, requirement, or other matter concerning the Governmental Approvals, Tenant shall not unreasonably withhold, condition or delay the same. Notwithstanding the foregoing, the granting of any such consent shall not constitute any acknowledgement or agreement by Tenant that the submission, condition, requirement or other matter is in compliance with Law, that the same is complete, or that the same places any liability, responsibility or obligation upon Tenant with respect thereto in connection with the performance of the Landlord Work (except to the extent (if any) that Tenant shall have expressly agreed thereto in writing to accept such liability, responsibility or obligation), all of which remain the responsibility of Landlord.

(c) In the event that Landlord, notwithstanding Landlord's diligent, good faith efforts to pursue the same, determines that Landlord will not be able to obtain Final Approval prior to the one-year anniversary of the Effective Date (the "**Approvals Deadline**"), then Landlord shall provide written notice thereof to Tenant no later than five (5) business days after the Approvals Deadline and Tenant may, but shall have no obligation to, thereafter attempt to obtain Final Approval at Tenant's sole cost and expense. If Tenant so elects to attempt to obtain Final Approval, Tenant shall give Landlord written notice of such election (a "**Take-Over Election**") within twenty (20) business days after Landlord's notice under the immediately preceding sentence or, if Landlord has not secured the Final Approval by the Approvals Deadline (even if Landlord has failed to provide such notice of failure), within twenty (20) business days after the Approvals Deadline. If Tenant makes a Take-Over Election then Tenant shall pursue Final Approval diligently and in good faith for 180 days following the Approvals Deadline plus, with respect to any Governmental Approvals issued but appealed during such 180-day period and/or for which all required submissions have been made by Tenant (and any applicable public hearing has closed) and only a decision by the applicable authority is pending, up to an additional 240 days (as the case may be, the "**Extended Approvals Deadline**").

(d) If, despite Tenant having made a Take-Over Election, Final Approval has not occurred by the Extended Approvals Deadline, or if Tenant shall not have made a timely Take-Over Election, then in either such case (as applicable) an "**Approvals Contingency Failure**" shall be deemed to have occurred. Notwithstanding anything to the contrary contained herein, in the event of an Approvals Contingency Failure, (i) the parties shall have no further obligations hereunder to pursue any Governmental Approvals or Final Approval, (ii) Landlord shall have no obligation to perform the Landlord Work, perform any other condition precedent to the occurrence of the Possession Date or deliver any of the materials required under Section IV of this **Appendix 1**, (iii) the Possession Date shall be thereby deemed to have occurred and (iv) notwithstanding anything in this **Appendix 1** to the contrary Tenant shall not be required to pay to Landlord any amounts payable to Landlord under this **Appendix 1** or be responsible for any costs, expenses or impositions incurred by Landlord for any reason whatsoever under this **Appendix 1**. Notwithstanding anything to the contrary contained herein, in no event shall either Landlord or Tenant have any right to terminate this Lease on account of the failure for any reason of the Final Approval to have occurred or of the Landlord Work to have been completed. In the event of any Approvals Contingency Failure, Tenant shall, to the extent otherwise permitted by the terms and provisions of this Lease, have the right to elect to secure approvals for and construct improvements on the Leased Parcel; provided, however, that such work by Tenant shall in no event be deemed Landlord Work nor shall Landlord otherwise have any responsibilities with respect thereto under this **Appendix 1**.

II. Possession Date/Completion of Construction.

(a) The date upon which Landlord delivers to Tenant exclusive physical possession of the Leased Parcel with all of Landlord Work Substantially Completed shall be deemed to be the "**Possession Date**," subject, however, to the provisions of the last sentence of this paragraph. As indicated on the preliminary construction schedule attached as **Appendix 4** to this Lease (the "**Preliminary Construction Schedule**"), as of the Effective Date, the Possession Date is

anticipated to occur on or before August 1, 2018 (as such date may be extended by reason of the occurrence of an event covered by Section 32 of this Lease (a “**Force Majeure Event**”), any Tenant Delay or any Change Orders, the “**Anticipated Possession Date**”). At such time as final bids for all subcontractors for the Landlord Work shall have been awarded and the Final Approval shall have occurred, Landlord shall submit to Tenant, for Tenant’s review and approval as set forth below, an update to the Preliminary Construction Schedule (the “**Updated Construction Schedule**”) with a proposed, updated Anticipated Possession Date (as such date may be extended by Force Majeure Events, Tenant Delays or Change Orders, the “**Updated Anticipated Possession Date**”), and indicating the date that will be the Commencement Deadline. The Updated Construction Schedule shall be subject to Tenant’s review and approval, which shall not be unreasonably withheld, delayed or conditioned and, in any event, shall be limited to those items thereof that have been changed by Landlord since Tenant’s prior approval of the Construction Schedule and that differ from the Preliminary Construction Schedule. The Updated Construction Schedule approved by Landlord and Tenant shall supersede and replace the Preliminary Construction Schedule. As used herein, “**Construction Schedule**” shall mean the Preliminary Construction Schedule or, upon the approval thereof by Landlord and Tenant, the Updated Construction Schedule, as applicable. In no event shall Tenant have any obligation to accept possession of the Leased Parcel on any date prior to the Updated Anticipated Possession Date set forth in the Updated Construction Schedule approved by Tenant. In the event the Landlord Work is Substantially Completed prior to the Updated Anticipated Possession Date but Tenant elects, in its sole and absolute discretion, not to accept early possession of the Leased Parcel, then the Possession Date for all purposes under this Lease shall be the earlier to occur of (i) the Updated Anticipated Possession Date set forth in the Updated Construction Schedule, or (ii) such earlier date on which Tenant agrees, in Tenant’s sole and absolute discretion, in writing to accept possession of the Leased Parcel.

(a) (i) Landlord covenants and agrees to give Tenant: (1) periodic, written construction status reports during the progress of the Landlord Work, describing (without limitation) any delays to in the progress of the Landlord Work due to Force Majeure Events, either to date or since the date of Landlord’s prior report, and the Landlord’s actions or planned actions to mitigate the effect of any such Force Majeure Events, and indicating the status of construction relative to the Updated Construction Schedule approved by Tenant, such periodic status reports to be given every two (2) weeks during the first six (6) weeks of construction, and weekly thereafter until Substantial Completion of the Landlord Work; (2) copies of all construction loan requisition requests (on current AIA forms) submitted by Landlord in connection with the funding of the Landlord Work, which copies shall include copies of all invoices from applicable Landlord Contractors and material suppliers and copies of any certifications from the Architect or other Design Professionals, in each case as required by and as shall have been submitted in connection with the requisitions; (3) at the time of submission of any loan requisition (and regardless of whether the same is or is not required to be submitted to the lender as part of the requisition) a certification indicating those funds disbursed to date for each line item of the Project Budget and that the undisbursed balance for each line item is sufficient to complete each such line item; (4) at least sixty (60) days advance written notice of the date upon which Landlord then estimates Substantial Completion of the Landlord Work to occur (such notice being the “**60-Day Possession Notice**”); and (5) at least thirty (30) days advance written notice of the date upon which Landlord then

estimates Substantial Completion of the of the Landlord Work to occur (such notice being the “**30-Day Possession Notice**”), which estimated date of Substantial Completion as set forth in the 30-Day Possession Notice shall be no later than the Updated Anticipated Possession Date (as such date may have been extended for Force Majeure Events, Tenant Delays and Change Orders as hereinabove expressly provided). Landlord covenants that the actual Possession Date shall occur by no later than the first to occur of (i) the Updated Anticipated Possession Date (as such date may have been extended for Force Majeure Events, Tenant Delays and Change Orders as herein expressly provided) or (ii) the estimated date of Substantial Completion as set forth in the 30-Day Possession Notice as such date may be extended due to Tenant Delays and Change Orders as herein expressly provided or, on not more than one occasion, due to an Event of Force Majeure (the earlier to occur of such dates (i) or (ii) being herein referred to as the “**Possession Deadline**”).

(i) If the actual Possession Date has not occurred by the Possession Deadline then Tenant, as its sole and exclusive remedy therefor, shall have the right to an abatement of rent as follows: (x) an abatement of one hundred fifty (150%) percent of the daily Base Rent for each day that the actual Possession Date has not occurred by the Possession Deadline up to the date that is thirty (30) days beyond the Possession Deadline; and (y) an abatement of two hundred (200%) percent of the daily Base Rent for each day that the actual Possession Date has not occurred by the Possession Deadline beyond such thirty (30) days. It is acknowledged by the parties that, inasmuch as time is of the essence with respect to the occurrence of the Possession Date, the rental abatements provided for under the preceding sentence are a material inducement to Tenant's execution of this Lease.

(i) The term “**Substantially Complete**,” “**Substantial Completion**” “**Substantially Completed**” or other grammatical variants of any thereof, as used herein, shall be defined to mean Landlord’s tender of delivery of exclusive physical possession of the Leased Parcel to Tenant with the following conditions substantially performed, satisfied and complied with: (i) the Landlord Work shall have been completed in accordance with the Work Plans, subject to only Change Orders and Punchlist Items; (ii) Certificates of Substantial Completion (as defined herein) shall have been delivered to Tenant; (iii) a temporary or permanent certificate of occupancy for the Building (and for the 100 Chelmsford Building, but only if and to the extent required by Law solely on account of the Landlord Work having been undertaken) shall have been issued by the applicable governmental authority, with a copy thereof delivered to Tenant; (iv) water and all other utilities shall have been connected to, and shall be available to the Leased Parcel in accordance with applicable Laws and the Work Plans; (v) Final Approval shall have occurred; and (vi) all conditions and obligations of Landlord as expressly set forth under this Lease to have been performed by Landlord on or before Substantial Completion shall have been completed and satisfied. If at the time of Substantial Completion any aspect of Landlord’s Remedial Work (including without limitation continued testing or monitoring) remains outstanding as contemplated under the last sentence of Section VIII(b) below then, at the time of Substantial Completion, Landlord shall certify the same to Tenant, which certification shall describe in reasonable detail the remaining Landlord’s Remedial Work. Substantial Completion shall also require, subject to completion of Punchlist Items and subject to Change Orders, the construction, paving and lighting, and availability for access to and from and parking on the Leased Parcel by Tenant and/or Tenant’s employees, agent, contractors and business invitees in Tenant’s Intended Operations on the Project Site, of those driveways and

access points and the parking area improvements situated on the Project Site in accordance with the Work Plans, as applicable. As used herein, “**Tenant’s Intended Operations**” shall mean offices, research and development, and light manufacturing and other legally permitted activities in support of Tenant's business of designing and supplying high performance semiconductors as conducted in accordance with Tenant’s customary business practices as of the Effective Date. References herein to Tenant's Intended Operations shall not derogate from, interfere with or otherwise prevent or delay Tenant's rights to change its use to another use as permitted under Section 5 of this Lease.

(b) Notwithstanding anything to the contrary contained herein, in the event that Landlord causes the issuance of a temporary certificate of occupancy (rather than a permanent certificate of occupancy) under the preceding subsection (b), Landlord shall remain obligated to cause the issuance of a permanent certificate of occupancy for the Building (and for the 100 Chelmsford Building, but only if and to the extent required by Law solely on account of the Landlord Work having been undertaken) and to deliver a copy of the same to Tenant. Notwithstanding the foregoing or anything to the contrary contained herein, however, in no event shall Landlord be required to cause the issuance (or deliver a copy) of a temporary or permanent certificate of occupancy to the Building, or to the building located on the 100 Chelmsford Parcel (the “**100 Chelmsford Building**”), to the extent that Landlord shall be prevented from doing so due to the incompleteness of any work or installation of any fixtures or equipment that is not Landlord’s responsibility to perform or undertake under this Lease (such as, for example, any Tenant’s Work or Tenant’s Installations, as each such term is defined in this Lease) or under the 100 Chelmsford Lease (such as, for example, any Tenant’s Work or Tenant’s Installations, as each such term is defined in the 100 Chelmsford Lease), until such time as such work or installations have been completed by Tenant.

(c) The obligation of Landlord to timely deliver possession of the Leased Parcel to Tenant in accordance with the terms of this Lease after Landlord has given the 30-Day Possession Notice shall not be extended for any reason (other than due to a Tenant Delay or, on not more than one occasion, due to a Force Majeure Event) unless Tenant consents to such delay in a Change Order entered into pursuant to the provisions of Section I(1) of this **Appendix 1**, or Tenant otherwise consents to such delay in writing, in Tenant’s sole and absolute discretion.

(d) Following Substantial Completion of the Landlord Work, Tenant and Landlord shall work together cooperatively and promptly determine any Punchlist Items within thirty (30) days following such Substantial Completion. Landlord shall promptly and properly complete the Punchlist Items by not later than within thirty (30) days following such time as the Punchlist Items has been determined (the “**Punchlist Period**”). For purposes hereof, “**Punchlist Items**” shall be defined as those incomplete items of the Landlord Work which, in Tenant’s reasonable determination, do not interfere, other than to a *de minimis* extent, with Tenant’s ability to occupy the Leased Parcel for Tenant’s Installations and, upon completion thereof, for Tenant’s Intended Operations on the Leased Parcel. If Landlord shall fail to complete any Punchlist Items within the applicable Punchlist Period, then Tenant may, at its option, without waiving any other rights of Tenant (except as otherwise expressly set forth below in this paragraph), elect to complete such Punchlist Items by notice to Landlord. In the event that Tenant so elects to complete such Punchlist Items, Tenant’s actual, reasonable, costs of completion of the Punchlist Items paid out-of-pocket

to unaffiliated third parties plus an additional ten percent (10%) of said cost for Tenant's administrative fees (collectively, "**Reimbursable Costs**") shall be reimbursed by Landlord within thirty (30) days of Tenant's demand therefor containing reasonable documentation of such Reimbursable Costs, as Tenant's sole monetary remedy on account of such Punchlist Items being uncompleted and Tenant's election to have completed the same. If within such thirty (30) day period, Landlord shall fail to reimburse Tenant as so required, Tenant may, at its option, deduct the amount of such Reimbursable Costs from Rent and/or any other sums then or thereafter due to Landlord under this Lease; provided, however, that if during such thirty (30) day period Landlord commences an Arbitration proceeding contesting Tenant's claim for any such Reimbursable Costs then Tenant may not deduct any such amounts until it has been determined in such Arbitration that Tenant is entitled to do so. Notwithstanding anything to the contrary contained herein, in the event that any particular Punchlist Items cannot be completed by Landlord within the required Punchlist Period due to seasonal restrictions, then the Punchlist Period shall, for such particular items only, be extended to allow for the work to be completed as soon thereafter as is reasonably appropriate.

(a) Notwithstanding anything to the contrary contained herein, any item of the Landlord Work as is set forth in the Tenant approved Construction Schedule to be performed after the "Project Completion Date" (each, a "**Post-Possession Items**") shall be substantially completed by Landlord in accordance with the Construction Schedule subject to delays due to Force Majeure Events, Change Orders and Tenant Delays (the "**Post-Possession Work Period**") and in no event shall Substantial Completion of the Landlord Work require substantial completion of any Post-Possession Items. If Landlord shall fail to complete any Post-Possession Items during the Post-Possession Work Period, then Tenant may, at its option, without waiving any other rights of Tenant (except as otherwise expressly set forth below in this paragraph), elect to complete such Post-Possession Items by notice to Landlord. In the event that Tenant so elects to complete such Post-Possession Items, Tenant's actual, reasonable, costs of completion of the Post-Possession Items paid out-of-pocket to unaffiliated third parties plus an additional ten percent (10%) of said costs for Tenant's administrative fees (collectively, "**Post-Possession Reimbursable Costs**") shall be reimbursed by Landlord within thirty (30) days of Tenant's demand therefor containing reasonable documentation of such Post-Possession Reimbursable Costs, as Tenant's sole monetary remedy on account of such Post-Possession Items being uncompleted and Tenant's election to have completed the same. If within such thirty (30) day period, Landlord shall fail to reimburse Tenant as so required, Tenant may, at its option, deduct the amount of such Post-Possession Reimbursable Costs from Rent and/or any other sums then or thereafter due to Landlord under this Lease; provided, however, that if during such thirty (30) day period Landlord commences an Arbitration proceeding contesting Tenant's claim for any such Post-Possession Reimbursable Costs then Tenant may not deduct any such amounts until it has been determined in such Arbitration that Tenant is entitled to do so. Notwithstanding anything to the contrary contained herein, in the event that any particular Post-Possession Items cannot be completed by Landlord within the required Post-Possession Period due to seasonal restrictions, then the Post-Possession Work Period shall, for such particular items only, be extended to allow for the work to be completed as soon thereafter as is reasonably appropriate.

(b) If and to the extent permitted by applicable Laws, Tenant may, at its option and at its risk, (i) enter the Leased Parcel on or after the date that Landlord has given the 60-Day Possession

Notice (such date being the “**Wiring Date**”) for the purpose of installing wiring, cabling and conduit for such wiring and cabling for Tenant’s equipment, and (ii) enter the Leased Parcel on or after the date that Landlord has given the 30-Day Possession Notice (such date being the “**Entry Date**”), for the purpose of performing Tenant’s Installations and otherwise preparing for Tenant’s Intended Operations on the Leased Parcel; provided, however, that (i) such entries by Tenant shall not hinder Landlord in completion of the Landlord Work, and (ii) Tenant’s general liability insurance (or self-insurance therefor), as described in Section 9 of this Lease, shall be in force and effect during each such entry. Such entry by Tenant shall not constitute (x) acceptance of the Landlord Work as being Substantially Completed or (y) the Possession Date. Landlord shall use commercially reasonable efforts to have permanent electrical power extended to the Building by the Wiring Date. If Landlord is unable for any reason to have permanent electrical power extended to the Building by the Wiring Date, then Landlord shall notify Tenant in writing by no later than the Wiring Date, describing the actions Landlord intends to take to assure that permanent electrical power will be extended to the Building as soon as reasonably practicable after the Wiring Date, and stating the date by which Landlord estimates such power connection will be completed, so that Tenant can schedule the installation of its communications line for the Building. Landlord covenants to have permanent electrical power extended to the Building by no later than the Entry Date.

III. Possession Date Deliverables.

(a) On or before the Possession Date, Landlord will deliver to Tenant, each and all of the following:

(i) Certification letters from the Architect, Civil Engineer, project structural engineer, fire suppression consultant, and any other applicable professional consultants involved in the preparation of the Work Plans or any portion thereof (collectively, the “**Design Professionals**”), certifying that the portions of the Landlord Work shown on the Work Plans for which each such Design Professional is responsible has been performed and completed in substantial accordance with the Work Plans (subject to any Change Orders), each such Design Professional certification letter to be prepared from and materially consistent with the form of certification letter attached as **Appendix 5** to this Lease (the “**Certificates of Substantial Completion**”).

(ii) A copy of the temporary or permanent certificate of occupancy for the Building.

(iii) A copy of any new temporary or permanent certificate of occupancy for the 100 Chelmsford Building, but only if and to the extent required by Law solely on account of the Landlord Work having been undertaken.

(b) Within sixty (60) days after the Possession Date (the “**Post-Possession Materials Period**”), Landlord will deliver to Tenant each and all of the following:

(i) Copies of heating and air conditioner manufacturer’s warranties of the type and for the duration as may have been required by the Work Plans, and copies of any other manufacturer’s and/or installer’s warranties relating to the Landlord Work of the type and for the

duration as may have been required by the Work Plans (including but not limited to and at a minimum a 15-year materials roof manufacturer warranty; a 5-year roof installation warranty including all roof components (flashing, coping, scuppers, drains, curbs, awnings, etc.); and a 2-year paving warranty), together with Landlord's non-exclusive assignment of all such warranties to Tenant.

(ii) Final lien waivers ("**Lien Waivers**") for all labor, suppliers, materialmen, contractors and subcontractors performing work (each, a "**Job**") pertaining to the Landlord Work valued in excess of \$10,000, together with a true and complete list of all such laborers, suppliers, materialmen, contractors and subcontractors performing any such work.

(iii) A final and completed ALTA survey of the Landlord's Parcel certified to Tenant and, if requested by Tenant, any title insurance company issuing leasehold title insurance for the benefit of Tenant.

(iv) Any and all other instruments that are specifically required to be provided or delivered to Tenant pursuant to the final specifications included in the Work Plans.

If Landlord shall fail to deliver any of Lien Waivers for any Job (whether valued at more or less than \$10,000) then, until such time as Landlord shall deliver the same, Landlord agrees to indemnify and hold harmless Tenant on account of any claims of non-payment for any such Job (such indemnification to be without Tenant's waiving any rights with respect to the delivery of any item required under item (ii) immediately above). If Landlord shall fail to deliver any of the items required to be delivered under items (i), (iii) or (iv) immediately above (the "**Applicable Post-Possession Materials**") during the Post-Possession Materials Period, then Tenant may, at its option, without waiving any other rights of Tenant (except as otherwise expressly set forth below in this paragraph), elect by notice to Landlord to take such actions as shall be reasonably necessary in order to cause any such Applicable Post-Possession Materials to be delivered to Tenant. In the event that Tenant makes such election then Tenant's actual, reasonable, costs paid out-of-pocket to unaffiliated third parties in doing so plus an additional ten percent (10%) of said costs for Tenant's administrative fees (collectively, "**Materials Reimbursable Costs**") shall be reimbursed by Landlord within thirty (30) days of Tenant's demand therefor containing reasonable documentation of such Materials Reimbursable Costs, as Tenant's sole monetary remedy on account of such Applicable Post-Possession Materials being undelivered by Landlord and Tenant's election to have caused the delivery thereof. If within such thirty (30) day period, Landlord shall fail to reimburse Tenant as so required, Tenant may, at its option, deduct the amount of such Materials Reimbursable Costs from Rent and/or any other sums then or thereafter due to Landlord under this Lease; provided, however, that if during such thirty (30) day period Landlord commences an Arbitration proceeding contesting Tenant's claim for any such Materials Reimbursable Costs then Tenant may not deduct any such amounts until it has been determined in such Arbitration that Tenant is entitled to do so.

IV. Commencement Certificate. At the request of either party following such time as any of the following factual matters shall have been conclusively determined hereunder, Landlord and Tenant shall execute and deliver one or more written instruments, in mutually agreeable form, memorializing, to the extent then conclusively determined: (i) whether an Approvals Contingency Failure shall or shall not have occurred; (ii) the occurrence of any of the Substantial Completion of the Landlord Work, the Possession Date and/or the Commencement Date; (iii) the

actual dates of the term of this Lease including any Optional Extension Terms (and the Option Exercise Deadlines applicable thereto); and/or (iv) the Base Rent.

V. Landlord Warranty and Repair. Landlord warrants that (i) as of the Possession Date, the Building as constructed shall be structurally sound and the Landlord Work shall be Substantially Completed, in compliance with all applicable Laws, the Governmental Approvals and the REA; and (ii) as of the Possession Date, the Landlord Work on the Project Site shall be constructed in accordance with all applicable Laws and in accordance with the Work Plans. The warranties of Landlord set forth in this Section VI constitute Tenant's sole and exclusive remedy against Landlord under this Lease, at law or in equity on account of any defects in or other conditions regarding Landlord's Work, any or all other warranties being hereby expressly disclaimed by Tenant. The foregoing warranties shall terminate on the one (1) year anniversary of the Possession Date, the Landlord Work shall be free from defects in materials and workmanship. In the event of a breach of Landlord's warranty under the foregoing clause (ii), Tenant shall notify Landlord thereof prior to the conclusion of such one (1) year period, such notice to contain a reasonably detailed description of the breach and any repair and/or replacement required in order to cure said breach. Tenant's failure to give any such notice in a timely fashion shall constitute Tenant's waiver of any right to bring such a warranty claim thereafter. Landlord, at Landlord's sole cost and expense, and within thirty (30) days following receipt of such written notice from Tenant, shall correct such deficiency (or, in the event any such work cannot reasonably be completed by Landlord within such thirty (30) days, commence the performance of such work during such thirty (30) day period and thereafter diligently prosecute the completion of such work to completion). Landlord agrees to assign or cause each of the Landlord Contractors to assign to Tenant all contractors', subcontractors', and/or material suppliers' guarantees or warranties which relate to any construction work concerning which Tenant shall have the obligation under this Lease to make repairs or perform maintenance, such assignment to be effective no later than from and after the conclusion of such one (1) year period. Notwithstanding the foregoing, to the extent that any such guarantees or warranties are not so assignable to Tenant or are not so assignable to Tenant without additional payment, then Landlord shall cause the same to be issued or re-issued in Tenant's name (at Landlord's cost and expense), failing which Landlord will, upon Tenant's written request from time to time, enforce the same for the benefit of Tenant (but at the sole cost of Tenant).

VI. Tenant Delays. Notwithstanding anything to the contrary contained herein, in no event shall Landlord be responsible for any delays in the development, review, revision and approval of the Work Plans, the Project Budget, the Construction Schedule or any Change Orders, in the commencement, performance, Substantial Completion or completion of Landlord Work, or in the delivery of a certificate of occupancy or any items required to be delivered under this **Appendix 1** to the extent due to of any of the following (each a "**Tenant Delay**"):

- i. Tenant's failure to respond to a request for approval or consent as and when required under the terms of this **Appendix 1**;
- ii. any Change Order required (and not withdrawn) by Tenant;
- iii. any early entry by Tenant under Section III(g) of this **Appendix 1** above;

- iv. the discovery of OHM (as defined herein) and/or performance of Landlord's Remedial Work; or
- v. any other act or omission of Tenant or its officers, agents, servants or contractors in violation or breach of any of Tenant's obligations under this Lease.

No Tenant Delay shall apply unless Landlord has notified Tenant of Landlord's claim as to a Tenant Delay promptly upon Landlord's becoming aware of the condition or activity which Landlord has determined may be the basis of a Tenant Delay. Further notwithstanding anything to the contrary contained herein, in the event and to the extent that the Possession Date shall have been delayed due to a Tenant Delay, then Tenant's obligation under Section 3 of this Lease to commence the payment of Rent shall be deemed to have commenced on the date that the Possession Date would have occurred as provided by Tenant but for such Tenant Delay.

VII. Landlord's Remedial Work.

(a) The parties acknowledge that Tenant or a Tenant Predecessor owned and operated the Leased Parcel prior to Effective Date, and further acknowledge and agree that other than Landlord's obligation to report the discovery of OHM or to perform Landlord's Remedial Work, under no circumstances whatsoever shall Landlord have any liability to Tenant on account of any condition existing on or about the Leased Parcel (i) on the Effective Date or (ii) otherwise due to the act or omission of Tenant, a Tenant Predecessor or any other Tenant Entities. If, prior to Substantial Completion of the Landlord Work, Landlord discovers the presence of "oil" or a "hazardous material" (as those terms are defined in M.G.L. ch.21E §2, together referred to as "**OHM**") that requires reporting to the Massachusetts Department of Environmental Protection ("**MassDEP**") pursuant to M.G.L. ch. 21E ("**21E**") and/or the Massachusetts Contingency Plan ("**MCP**"), Landlord shall make such report to the extent required by 21E or the MCP, as the responsible party and shall remediate such OHM, all in accordance with 21E and the MCP ("**Landlord's Remedial Work**"). Landlord shall provide Tenant written notice of the discovery of such OHM no later than the earlier of (i) the deadline by which notice must be made to the MassDEP and (ii) ten (10) days of such discovery.

(b) In performing Landlord's Remedial Work, Landlord shall have sole and absolute discretion over the means and methods (provided they are in full compliance with all applicable Environmental Regulations), and Landlord shall have the right, but not the obligation, to utilize any and all activity and use limitations ("**AULs**") or other mechanisms under the MCP, such as risk assessments or use of alternative criteria, that will facilitate Landlord's Remedial Work, provided that such AULs or other mechanisms will not materially interfere with Tenant's Intended Operations on the Leased Parcel. Landlord's Remedial Work shall include all work necessary to complete the remediation of OHM, in compliance with Environmental Regulations, including without limitation, removal of soil, monitoring of groundwater and/or soil vapor, installation of remedial equipment such as vapor mitigation measures, changes to the Improvements to prevent human contact with OHM, and all legal or technical expenses associated with preparing or recording any AUL

or Notice of AUL. Landlord shall ensure that Landlord's Remedial Work is complete by the Possession Date to the extent necessary for Tenant to occupy the Leased Parcel for Tenant's Installations and, upon completion thereof, use and occupy the Leased Parcel for Tenant's Intended Operations, it being understood and agreed to by the parties, however, that certain aspects of Landlord's Remedial Work, such as groundwater monitoring or preparation of an AUL, may continue after the Possession Date. Notwithstanding anything to the contrary contained herein, to the extent that any aspect of Landlord's Remedial Work (including without limitation continued testing or monitoring) is not complete by the Possession Date, which incompleteness shall not, other than in a *de minimis* fashion, interfere with Tenant's Intended Operations, Landlord shall pursue completion of Landlord's Remedial Work in a commercially reasonable manner and timeframe but in all events as required by all applicable Environmental Regulations.

VIII. Landlord Transfers. Notwithstanding anything to the contrary contained in this Lease, Landlord agrees that, prior to the Possession Date, without Tenant's prior written consent, which consent may be granted, or withheld, delayed or conditioned, in Lessee's sole and absolute discretion, Landlord shall not sell or transfer its fee title to the Leased Parcel nor shall any controlling interest in Landlord be sold or transferred (any such sale or transfer being a "**Landlord Transfer**") except in either case to a Qualified Landlord Transferee. As used herein, a "**Qualified Landlord Transferee**" shall mean any of William Manley (the "**Landlord Principal**"), a person or legal entity directly or indirectly controlling, controlled by, or in common control with the Landlord Principal, an immediate family member of the Landlord Principal, a trust for the benefit of the Landlord Principal or any such family member, or any heirs, devisees, administrators, executors or other legal representatives of the estate of the Landlord Principal. Notwithstanding the foregoing, the provisions of this Section IX shall not apply to (1) the grant of any mortgage, deed of trust or similar security agreement to or for the benefit of an Institutional Lender to secure debt of Landlord related to the Landlord's Parcel or portions thereof or (2) a foreclosure by, or deed in lieu of foreclosure to or at the direction of, such Institutional Lender (or its successors or assigns), but the provisions of this Section IX shall survive such foreclosure (or deed in lieu of foreclosure) and shall apply to any subsequent sale or transfer by the lender or other person or entity acquiring the Landlord's Parcel or such portions thereof at the foreclosure sale (or by deed in lieu of foreclosure). As used herein, "**Institutional Lender**" shall mean a state or federally chartered or regulated bank, savings bank, savings and loan association, trust company, credit union or similar such institution, a life insurance company, pension plan, employee benefit plan, REIT, REMIC, or trustee under a commercial mortgage backed securities issue or similar conduit lender, or an entity directly or indirectly controlling, controlled by, or in common control with any of the foregoing so long as such entity has a combined capital and surplus of not less than \$50,000,000.00.

IX. Dispute Resolution. Any dispute between Landlord and Tenant under this **Appendix 1** shall be resolved exclusively by Arbitration. Notwithstanding anything to the contrary contained herein, to the extent that a party shall, by the express terms of this **Appendix 1**, be entitled to exercise its sole and absolute discretion as to any particular matter, the other party shall have no right seek the reversal, rescission or modification thereof in any Arbitration under this **Appendix 1**; provided, however that nothing contained herein shall prevent the other party from exercising any other right, outside of Arbitration, at law or in equity in connection therewith.

APPENDIX 2

PRELIMINARY PLANS

(appended hereto)



MACOM HEADQUARTERS CONCEPT DESIGN



ARCHITECTURE | PLANNING
INTERIOR DESIGN | VDC
BRANDED ENVIRONMENTS

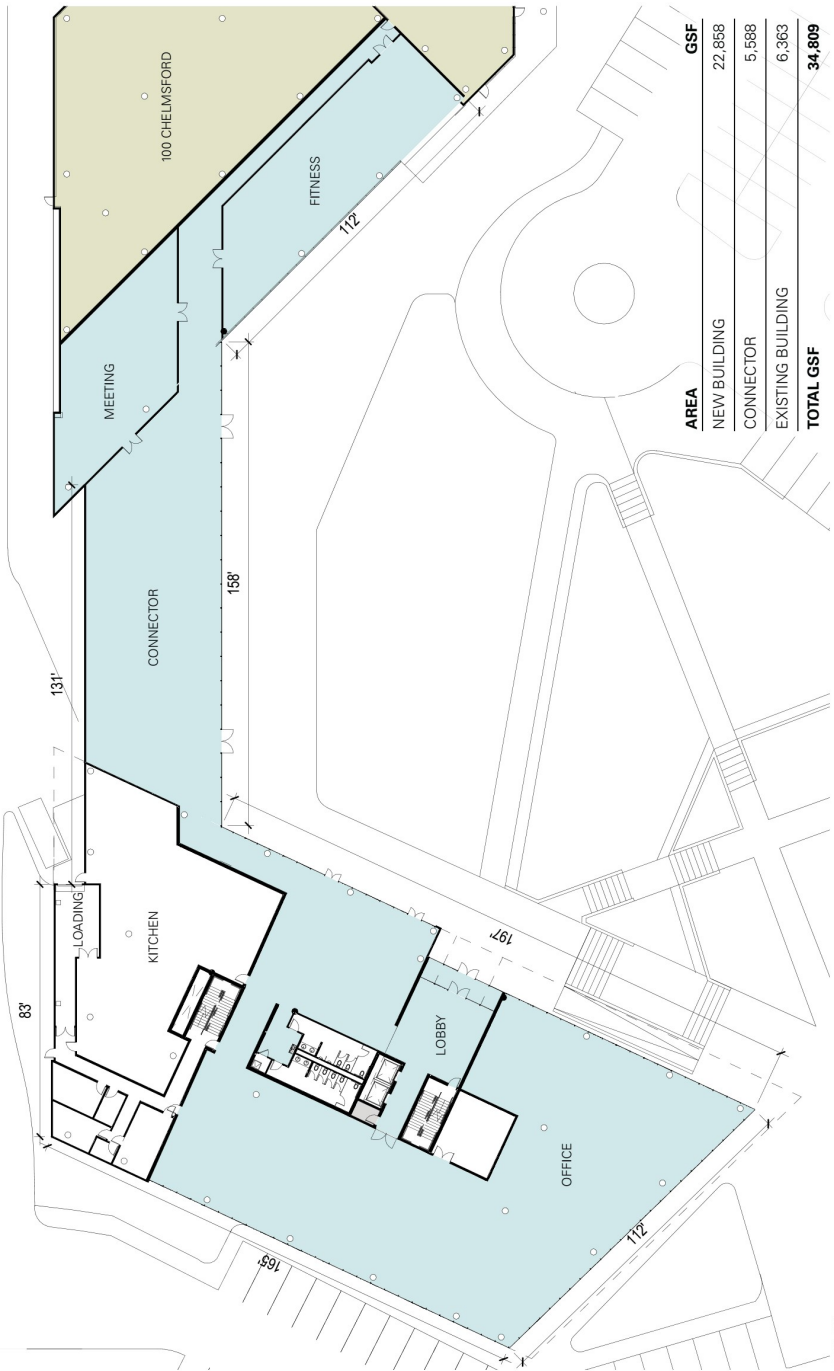
SITE PLAN



MACOM - CONCEPT DESIGN 04.19.16 | 2

SGA COMMUNICATING. COLLABORATING. CREATING.

FIRST FLOOR PLAN



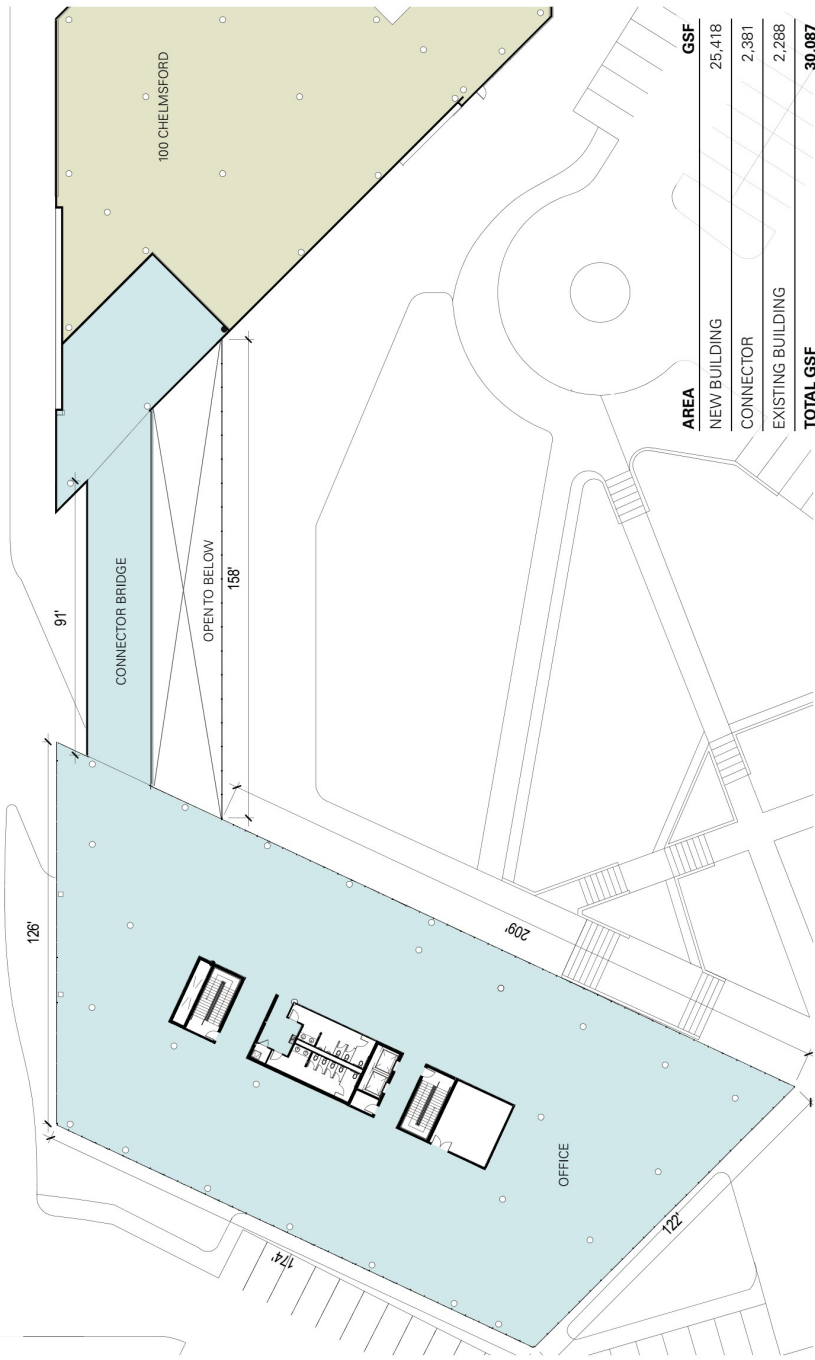
AREA	GSF
NEW BUILDING	22,858
CONNECTOR	5,588
EXISTING BUILDING	6,363
TOTAL GSF	34,809

1"=30'-0"

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MACOM - CONCEPT DESIGN 04.19.16 | 3

SECOND FLOOR PLAN



AREA	GSF
NEW BUILDING	25,418
CONNECTOR	2,381
EXISTING BUILDING	2,288
TOTAL GSF	30,087

1"=30'-0"

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MACOM - CONCEPT DESIGN 04.19.16 | 4

VIEW OF ARRIVAL AT NEW BUILDING



SGA COMMUNICATING. COLLABORATING. CREATING.

MACOM - CONCEPT DESIGN 04.19.16 | 5

VIEW OF ENRTY AND CAMPUS



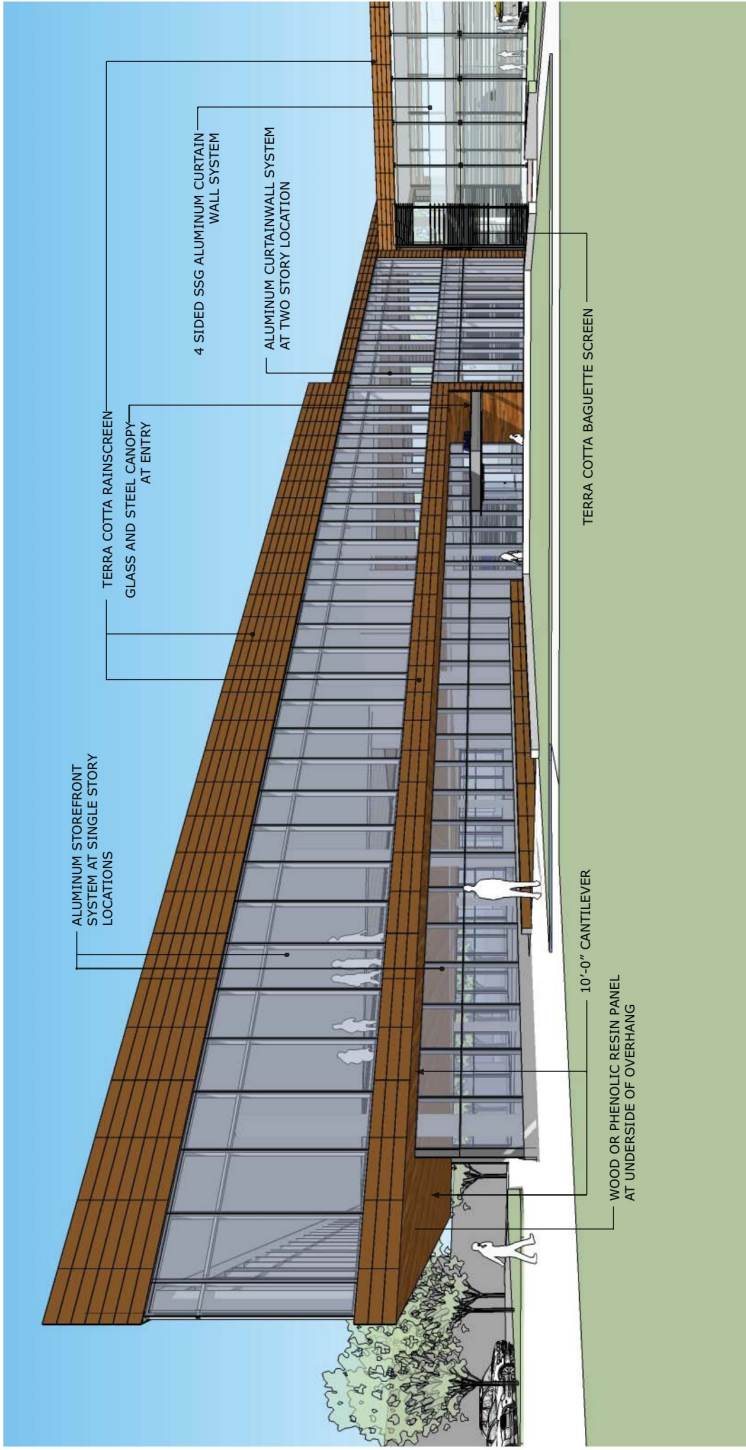
SGA COMMUNICATING. COLLABORATING. CREATING.

MACOM - CONCEPT DESIGN 04.19.16 | 6

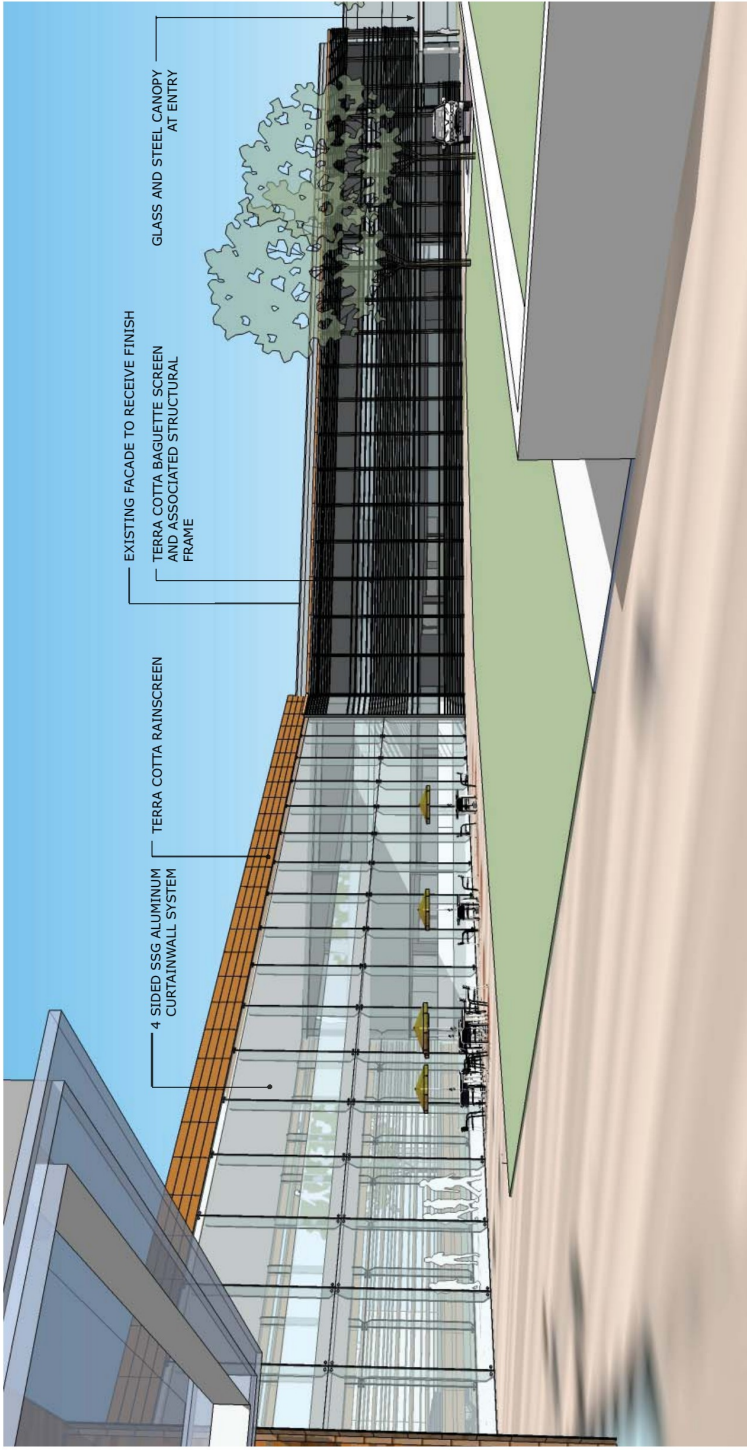
VIEW OF ENRTY AND CAMPUS



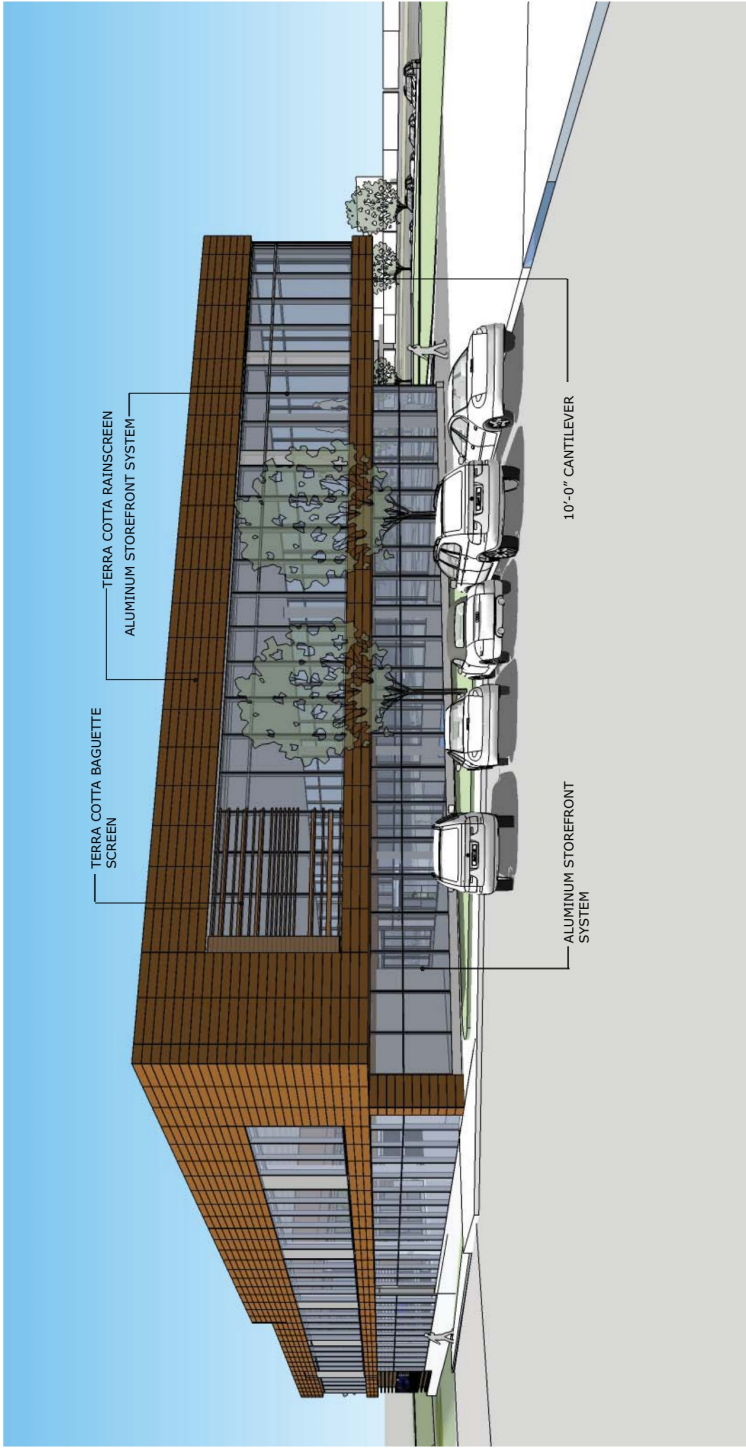
VIEW OF NEW BUILDING - NORTH FACADE



VIEW OF CONNECTOR AND EXISTING BUILDING



EAST FACADE



VIEW OF ENRTY AND CAMPUS



WEST FACDE



APPENDIX 3

PRELIMINARY PROJECT BUDGET

(appended hereto)

ESTIMATED BUDGET AT OF SEPTEMBER 16, 2016

Project Components	Integrated Estimate	Calare Estimate	SGA Estimate
Soft Costs			
144 Chelmsford Legal Architectural (ASSUMES A 10% DEDUCT FROM SGA)		\$ 250,000	\$ 990,000
Engineering/Site			
Test Pits		\$ 40,000	
Topo/Geo Tech		\$ 75,000	
Soil/Environmental		\$ 100,000	
Surveys		\$ 15,000	
Misc		\$ 80,000	
Estimated Financing Costs			
Legal/Bank Legal/Points/Appraisal		\$ 210,000	
18 Months, Cost of Funds (interest)		\$ 675,000	
Project Management fee, payable to PM realty Group (3%)		\$ 372,650	
Commission payable to Mark Mulvey		\$ 500,000	
Other/Misc		\$ 155,000	
Site Development (see VE deducts)	\$ 3,324,872		
100 Chelmsford Street			
Façade (estimate based upon aluminum, no asbestos r	\$ 500,000		
Meeting rooms and Fitness Center	\$ 1,143,249		
144 Chelmsford Street			
All building shell and interior improvements listed in Integrated Builders Sheet (note exclusions)	\$ 12,421,665		
121 Hale Street			
Façade Improvements (most recent Integrated)	\$ 289,948		
Sub Totals	\$ 17,679,734	\$ 2,472,650	\$ 990,000
Total	\$ 21,142,384		



"From a Client's Point of View"

Project: MACOM
 Address: 100-144 Chelmsford Street
 Lowell, MA
 Proj. #: 16-185
 Date: 06/01/16

	Description	Totals	Alts	Construction Budget
Site Improvements	Site improvements consists of excavation to construct new parking lots, drainage, access roadway and includes landscaping and hardscaping improvements	\$3,324,872	Base Bid	\$3,324,872
	<i>Alternate:</i> Deduct 50% of the proposed concrete patterned pavers and instead install a concrete sidewalk . (originally 19,404 sf of pavers, this alternate leaves 9,700 sf)	-\$166,798	Accepted	-\$166,798
	<i>Alternate:</i> Delete 50% of the proposed concrete sidewalks and install landscaping in its place	-\$70,189	Accepted	-\$70,189
	<i>Alternate:</i> Simplify Access roadway, delete retaining wall and regrade	-\$74,550	Not Accepted	\$0
Base Building	Construct 54,878 sf addition to the existing facility. The structure to consist of a two story office with a connector building with a bridge. The exterior of the building is constructed with a ACM panel exterior with a mixture of curtain wall and storefront glazing	\$9,381,126	Base Bid	\$9,381,126
	<i>Alternate:</i> Terracotta Façade - Add to construct the base building out of a terracotta façade in lieu of the ACM façade finish currently proposed	\$345,238	Not Accepted	\$0
	<i>Alternate:</i> Façade - Add a Terracotta feature on the façade at the main entrance point facing the parking lot in lieu of an all AMC façade. Occurs at the second floor line and at the roof line. 30' x (7' + 3')	\$57,750	Not Accepted	\$0
	<i>Alternate:</i> Baguette - Add a Terracotta baguette to the façade adjacent the main entrance on the existing building	\$895,106	Not Accepted	\$0
	<i>Alternate:</i> Baguette - In lieu of a Terracotta baguette, install a baguette made of an aluminum material.	\$590,770	Accepted	\$590,770
	<i>Alternate:</i> The cost to deduct the bridge in the connector including finishes	-\$210,115	Not Accepted	\$0
	<i>Alternate:</i> If you elect to deduct the bridge, then the cost to add a monumental stair with stone treads and glass rails at one end of the connector is	\$84,500	Not Accepted	\$0
	<i>Alternate:</i> In lieu of constructing the connector building at the 34' tall in the original renderings, construct it at 20' tall with curtain wall on either side. This captures the deduct for the bridge and bridge finished listed above.	-\$496,379	Not Accepted	\$0
	<i>Alternate:</i> In lieu of constructing the connector building to create an overhang, construct it to minimize the overhangs	-\$180,488	Not Accepted	\$0

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Date: 06/01/16

Interior Improvements:	Buildout the interior of the building from the shell condition provided above	\$2,411,153	Base Bid	\$2,411,153
Alternate:	Add for the construction of the finished shell for the kitchen. This provides a space for the kitchen consultant to plug in his food service equipment and begin operations. Includes FRP walls, quarry tile, floors, ceilings, exhaust ductwork etc.	\$868,853	Base Bid	\$868,853
Alternate:	Buildout the Conference Center and Fitness Center on the first floor and the Conference on the Second Floor.	\$1,143,249		\$0
Alternate:	Add façade improvements to the adjacent Hale Street building	\$289,948		\$289,948
Alternate:	Kitchen Servery - Food Service Equipment	\$500,000		\$0
Alternate:	Kitchen Servery - Servery Line and Millwork	\$95,625		\$0
Alternate:	Tel Data Infrastructure	\$100,000		\$100,000
Alternate:	Furniture	\$500,000		\$0
Soft Costs	Architectural			
	Civil			
	Legal			
	Carrying Costs			
	02000 Geo Piers & Blasting	\$600,000		\$600,000
	02000 Front Driveway	\$300,000		\$300,000
	Abatement	\$50,000		\$50,000
	GRAND TOTAL			\$17,679,734



"From a Client's Point of View"

Project: MACOM
Address: 100-144 Chelmsford Street
 Lowell, MA

Date: 5/31/2016
SF Area: 63,690

Project #: 16-185

Summary - Breakdown By Phase							
CSI	Description	Total Cost	SF	Est 1 - Site Development	Est 2 - Base Building Shell, ACM Exterior, Chelmsford Street	Est 3 - Base Building - Interior Improvements, Chelmsford St.	Estimate 4 - Kitchen
	Area (in SF)		63,690	63,690 sf	54,878 sf	45,843 sf	4,012 sf
01000	Project Requirements	\$425,388	6.68	\$53,670	\$253,644	\$65,872	\$32,202
02070	Demolition	\$20,000	0.31	\$0	\$20,000	\$0	\$0
02200	Site Improvements	\$1,834,297	28.80	\$1,834,297	\$0	\$0	\$0
02950	Landscaping	\$217,655	3.42	\$217,655	\$0	\$0	\$0
02951	Landscaping & Fencing	\$438,575	6.89	\$438,575	\$0	\$0	\$0
03100	Concrete Formwork	\$115,166	1.81	\$0	\$115,166	\$0	\$0
03200	Concrete Reinforcing	\$52,287	0.82	\$0	\$52,287	\$0	\$0
03310	Concrete Material - Foundation	\$99,184	1.56	\$0	\$99,184	\$0	\$0
03400	Concrete Flatwork	\$198,461	3.12	\$0	\$198,461	\$0	\$0
03510	Misc Concrete - Interior	\$13,450	0.21	\$0	\$10,250	\$0	\$3,200
03510	Misc Concrete - Site	\$272,081	4.27	\$272,081	\$0	\$0	\$0
04000	Masonry	\$0	0.00	\$0	\$0	\$0	\$0
05120	Structural Steel	\$1,026,784	16.12	\$0	\$1,020,284	\$0	\$6,500
05500	Miscellaneous Metals	\$57,533	0.90	\$0	\$57,533	\$0	\$0
06100	Rough Carpentry	\$248,071	3.89	\$10,890	\$181,949	\$47,248	\$7,985

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"From a Client's Point of View"

CSI	Description	Total Cost	SF	Est 1 - Site Development	Est 2- Base Building Shell, ACM Exterior, Chelmsford Street	Est 3 - Base Building - Interior Improvements, Chelmsford St.	Estimate 4 - Kitchen
06200	Finish Carpentry	\$0	0.00	\$0	\$0	\$0	\$0
06400	Architectural Millwork	\$115,202	1.81	\$0	\$37,752	\$69,950	\$7,500
07110	Waterproofing / Damproofing	\$303,385	4.76	\$0	\$297,016	\$0	\$6,370
07210	Insulation	\$20,608	0.32	\$0	\$20,608	\$0	\$0
07270	Firestopping	\$23,581	0.37	\$0	\$20,081	\$3,500	\$0
07410	ACM Panels On Fascia	\$837,708	13.15	\$0	\$837,708	\$0	\$0
07530	Membrane Roofing	\$226,900	3.56	\$0	\$226,900	\$0	\$0
07900	Caulking & Sealants	\$15,000	0.24	\$0	\$15,000	\$0	\$0
08050	Doors, Frames and Hardware	\$147,762	2.32	\$0	\$54,662	\$83,080	\$10,020
08050	Specialty Doors	\$34,140	0.54	\$0	\$27,340	\$0	\$6,800
08410	Glass & Glazing - Exterior	\$1,814,292	28.49	\$0	\$1,814,292	\$0	\$0
08800	Glass & Glazing - Interior	\$152,852	2.40	\$0	\$131,684	\$21,168	\$0
09250	Gypsum Drywall	\$453,245	10.26	\$0	\$305,675	\$308,487	\$39,083
09300	Ceramic & Stone	\$121,670	1.91	\$0	\$64,618	\$0	\$57,053
09500	Acoustical Ceilings	\$207,625	3.26	\$0	\$25,811	\$152,727	\$29,087
09650	Resilient Flooring	\$37,535	0.59	\$0	\$17,631	\$19,904	\$0
09680	Carpeting	\$162,723	2.55	\$0	\$0	\$162,723	\$0
09900	Painting & Wall Covering	\$44,372	1.01	\$0	\$10,000	\$50,792	\$3,580
10250	Toilet Accessories & Partitions	\$25,239	0.40	\$0	\$24,882	\$0	\$358
10250	Fire Extinguishers & Cabinets	\$23,480	0.37	\$0	\$22,760	\$0	\$720
10250	Misc Spec - Lockers	\$9,610	0.15	\$0	\$0	\$0	\$9,610
10440	Signage	\$30,000	0.47	\$0	\$25,000	\$5,000	\$0
11160	Equipment, Loading Dock	\$8,848	0.14	\$0	\$8,848	\$0	\$0
11400	Equipment, Food Service	\$5,940	0.09	\$0	\$0	\$5,940	\$0
12480	Floor Mats and Frames	\$7,310	0.11	\$0	\$7,310	\$0	\$0

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"From a Client's Point of View"

CSI	Description	Total Cost	SF	Est 1 - Site Development	Est 2 - Base Building Shell, ACM Exterior, Chelmsford Street	Est 3 - Base Building - Interior Improvements, Chelmsford St.	Estimate 4 - Kitchen
12480	FF & E	\$0	0.00	\$0	\$0	\$0	\$0
12500	Window Treatment	\$0	0.00	\$0	\$0	\$0	\$0
13000	Construct Boquettes	\$58,670	0.92	\$0	\$58,670	\$0	\$0
14000	Elevators	\$170,000	2.67	\$0	\$170,000	\$0	\$0
15300	Fire Protection	\$180,248	2.83	\$0	\$88,098	\$89,000	\$23,150
15400	Plumbing	\$417,186	6.55	\$0	\$266,637	\$7,000	\$143,549
15500	HVAC	\$1,314,787	20.64	\$0	\$743,304	\$383,808	\$187,675
16000	Electrical	\$1,173,040	18.42	\$0	\$595,398	\$468,732	\$118,909
16400	Low Voltage Systems (Tel/Data, Security)	\$26,450	0.42	\$0	\$6,500	\$13,800	\$6,150
	Subtotal	\$13,408,341	210.53	\$2,827,168	\$7,932,942	\$1,948,731	\$898,500
	Permits (Building Permit)	\$164,252	2.58	\$34,633	\$97,179	\$23,872	\$8,569
	General Conditions	\$788,736	12.38	\$123,240	\$394,368	\$197,184	\$73,944
	Testing - Allowance	\$0	0.00	\$0	\$0	\$0	\$0
	Design & Engineering	\$0	0.00	\$0	\$0	\$0	\$0
	Construction Contingency	\$670,417	10.53	\$141,358	\$396,647	\$97,437	\$34,975
	Builders Risk Insurance	\$0	0.00	\$0	\$0	\$0	\$0
	Insurance General Liability	\$103,719	1.63	\$21,572	\$60,866	\$15,644	\$5,637
	Umbrella Insurance	\$89,299	1.40	\$18,573	\$52,404	\$13,469	\$4,853
	Construction Management Fee:	\$761,238	11.95	\$158,327	\$446,720	\$114,817	\$41,374
	Total	\$15,986,003	251.00	\$3,324,872	\$9,381,126	\$2,411,153	\$868,853
	Cost Per SF			52.20	170.95	52.60	216.56
	Alternate 1A - Add Baguette on existing Chelmsford Street Building (35% to 45% V.E. Savings if Done Out Of Aluminum) Assumes 185 lf on existing building	\$895,106					

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"From a Client's Point of View"

CSI	Description	Total Cost	SF	Est 1 - Site Development	Est 2-Base Building Shell, ACM Exterior, Chelmsford Street	Est 3 - Base Building - Interior Improvements, Chelmsford St.	Estimate 4 - Kitchen
	Alternate 1B - Add Raquette on existing Hale Street Building (35% to 45% V.E. Savings If Done Out Of Aluminum in lieu of Terracotta)	\$639,324					
	Alternate 2 - Hale Street - Façade improvements	\$289,948					
	Alternate 3 - Add For Fitness and Conference Room interior improvements	\$1,143,249					

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APPENDIX 4

PRELIMINARY CONSTRUCTION SCHEDULE

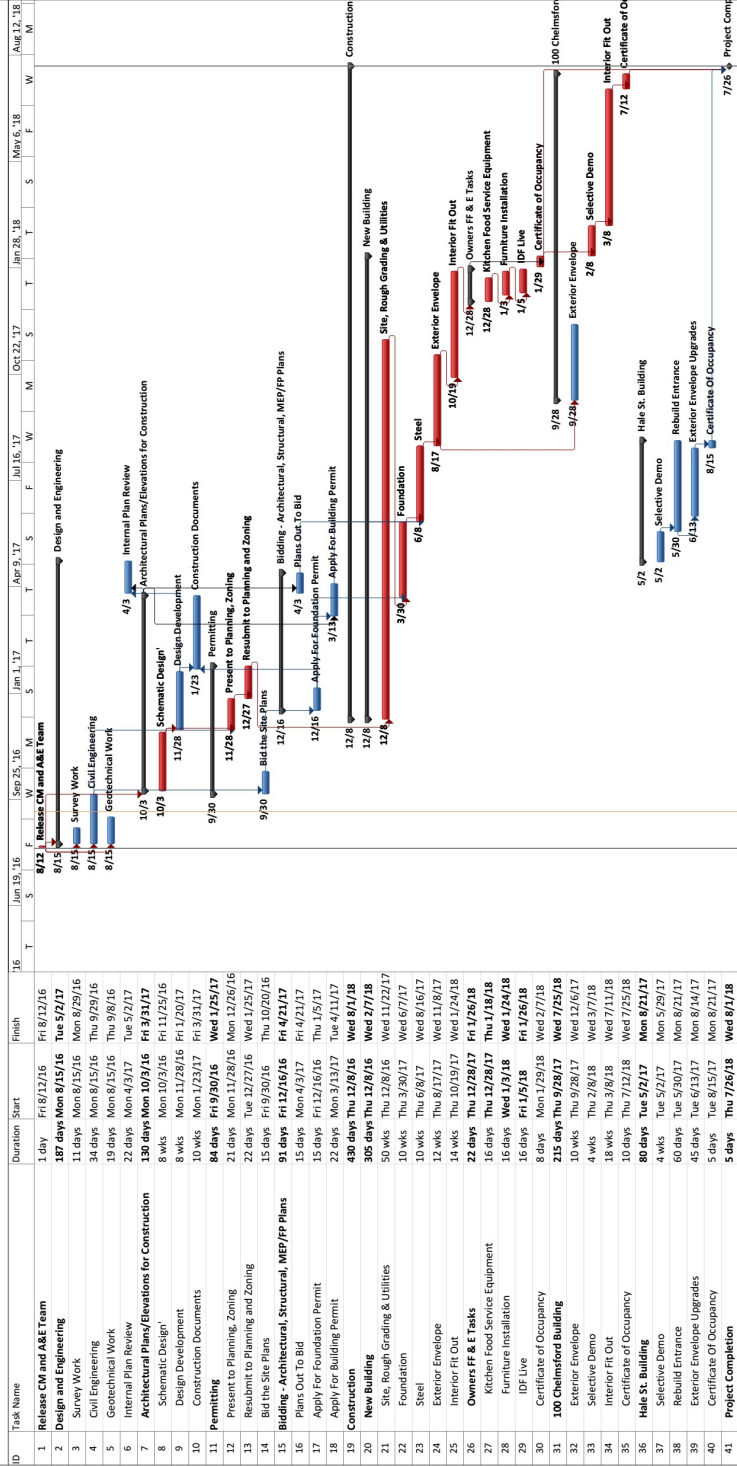
(appended hereto)

Appendix 4 - Page 1



MACOM
Lowell, MA
Preliminary Project Schedule

Sep 14, 2016



Preliminary Project Schedule

Legend: Critical Split, Milestone, Summary, Project Summary, Critical

APPENDIX 5

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

[letterhead of professional]

_____, 201__

CPI 100 Chelmsford, LLC;
CPI 144 Chelmsford, LLC
c/o Calare Properties, Inc.
43 Broad Street
Hudson, MA 01749
Attn: Bill Manley

MACOM Technology Solutions Holdings Inc.
100 Chelmsford Street
Lowell, MA 01851
Attn: Chief Financial Officer

Re: Substantial Completion of 100 - 144 Chelmsford Street, Lowell

Dear Bill and _____:

This letter is delivered pursuant to that certain [_____] Contract] dated [_____] between the undersigned (“Design Professional”) and [_____]. By this letter, Design Professional certifies, with respect to the plans identified in Exhibit A attached hereto (the “Plans”), that the work shown on the Plans has been performed and completed in substantial accordance with the Plans.

Sincerely,

[_____]

By: _____

Name:
Title:
Hereunto duly authorized

