

COMMERCIAL LEASE

BETWEEN

RIVERTECH ASSOCIATES II, LLC

AND

**ÚSTAV ORGANICKÉ CHEMIE A BIOCHEMIE AV ČR, V.V.I.
(INSTITUTE OF ORGANIC CHEMISTRY AND BIOCHEMISTRY
OF THE CZECH ACADEMY OF SCIENCES)**

RIVERSIDE TECHNOLOGY CENTER

**840 Memorial Drive
Cambridge, Massachusetts**

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SCHEDULE OF EXHIBITS:

- Exhibit A: Premises Plan
- Exhibit B: Description of Land
- Exhibit C: Reserved
- Exhibit D: Form of Bill of Sale
- Exhibit E: Landlord's Work
- Exhibit F: Form of SNDA
- Exhibit G: Permitted Items
- Exhibit H: Form of Notice of Lease
- Exhibit I: Landlord's Wire Instructions
- Exhibit J: Form of Commencement Date Agreement

(All exhibits attached to this Lease are incorporated into and are part of this Lease)

This Commercial Lease (this "Lease") is entered into as of the Effective Date, between Landlord and Tenant, in consideration of the covenants and other benefits contained in this Lease, the receipt and sufficiency of which being acknowledged.

1. Definitions and Certain Basic Provisions.

1.1. Effective Date: As of May, 2024

1.2. Tenant: Ústav organické chemie a biochemie AV ČR, v.v.i. (Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences), a nonprofit public research institution existing under Czech law

1.3. Tenant's Notice Address: Prior to Commencement Date:

Flemingovo nám 542/2, 160 00
Prague, Czech Republic

After the Commencement Date:

840 Memorial Drive, 1st Floor
Cambridge, MA 02139

with a copy by electronic mail to:

1.4. Landlord: Rivertech Associates II, LLC, a Massachusetts limited liability company

1.5. Landlord's Notice Address: c/o The Abbey Group
177 Huntington Avenue, 24th Floor
Boston, MA 02115

with a copy to:

Sherin and Lodgen LLP
101 Federal Street, 30th Floor
Boston, MA 02110

1.6. Rent Payment Address: Rivertech Associates II, LLC
177 Huntington Avenue, 24th Floor
Boston, MA 02115

Note: Tenant may pay rent by bank transfer in accordance with Landlord's wire instructions attached as Exhibit I to this Lease.

1.7. Premises: Approximately 8,570 rentable square feet on the first (1st) floor of the Building, substantially as shown on the plan attached as Exhibit A, together with approximately 50 rentable square feet located in the garage level of the Building for an acid neutralization room, for a total premises of 8,620 rentable square feet

1.8. Building: The building known as Riverside Technology Center located at 840 Memorial Drive, Cambridge, Massachusetts, situated on the property described in Exhibit B attached to this Lease (the "Land"), containing approximately 129,449 rentable square feet.

1.9. Term. 5 years from the Commencement Date, plus any partial calendar month as set forth in Section 3. Tenant shall have option to renew the Term as set forth in Section 31.

1.10. Commencement Date: The date that Landlord delivers the Premises to Tenant in accordance with the terms of Section 12. The Commencement Date is estimated to occur approximately 4 months following the Effective Date. The parties shall execute a Commencement Date Agreement once the Commencement Date has been determined, the form of which is attached to this Lease as Exhibit J as further specified in Section 12.1.

1.11. Annual Base Rent:

Period	Yearly Rent	Monthly Rent
Lease Year 1		
Lease Year 2		
Lease Year 3		
Lease Year 4		
Lease Year 5		

1.12. Permitted Use: The portion of the Premises located on the first (1st) floor shall only be used for general office and laboratory use, and for no other purposes, subject to Section 8 and the other

terms and conditions of this Lease. The portion of the Premises located on the garage level shall only be used for an acid neutralization system ("Neutralization System").

1.13. Tenant's Allocable Percentage: 6.66%, which percentage is obtained by dividing the rentable area of the Premises by the rentable area of the Building.

1.14. Broker: The Stevens Group

1.15. Security Deposit: , subject to Section 7.

1.16. Parking Spaces: Up to thirteen (13) parking spaces, subject to Section 2.2.3.

2. Description of Premises.

2.1. Demised Premises. As of the Effective Date, Landlord does lease to Tenant and Tenant does lease from Landlord, the Premises.

2.2. Appurtenant Rights.

2.2.1. General. Tenant shall have, as appurtenant to the Premises, the right in common with others in the Building to use such common areas of the Building and the property on which the Building is located as are designated by the Landlord, from time to time including but not limited to the first floor common lavatories; shared loading dock; shared passenger and freight elevators; and common stairways, corridors, walkways, driveways and lobbies. Landlord shall have the right at any time to change the arrangement of parking areas, stairs, walkways or other common areas of the Building of which the Premises are a part, provided such changes do not interfere with Tenant's use of the Premises or access to such areas and facilities. Landlord agrees to properly maintain in good repair, order and condition the Common Laboratory Facilities, Laboratory Support Systems and Landlord's Generator as described in this Section 2.2. Tenant shall share in the costs of such items and services as outlined below and Landlord agrees, upon request, to provide Tenant with back up documentation outlining the annual costs and expenses for which Tenant is charged.

2.2.2. Common Laboratory Facilities. Tenant shall also have the non-exclusive right, in common with others and subject to the terms and conditions of this Lease, to use certain shared laboratory facilities (as they now or at any time may during the Term exist, and which currently include an emergency generator, a compressor for the air in the lab to the benches and a vacuum pump for the vacuum in the lab to the benches,, collectively, the "Common Laboratory Facilities"). Landlord shall have the right to reasonably and equitably limit and allocate Tenant's utilization of and access to the available Common Laboratory Facilities, from time to time, and Tenant

acknowledges that Landlord has the right to use and reserve certain areas and capacities making up the Common Laboratory Facilities for present and future Building operations and other uses and operations, however Landlord shall maintain the Common Laboratory Facilities and Tenant shall have the right to share them on a pro rata basis throughout the Term. Each tenant sharing use of any component of the Common Laboratory Facilities shall pay a share of the costs of such component's operation (including, without limitation, all costs and expenses of service, maintenance and replacement), with payments being invoiced and due as Additional Rent. Such costs shall be allocated to each tenant by Landlord pari-passu, such that all tenants engaged in such sharing shall account for 100% of all such costs. For example, (i) two tenants sharing a component of Common Laboratory Facilities shall each be allocated 50% of the costs of such component, and (ii) three tenants sharing a component of Common Laboratory Facilities shall each be allocated 33.33% of the costs of such component. Notwithstanding anything to the contrary in this Lease, in the event that replacement of the Common Laboratory Facilities is necessary during the Lease Term, Landlord agrees that Tenant's allocated share and responsibility as to such cost shall be further based upon amortization over the life expectancy of the replaced component and calculation of annual payments accordingly. Landlord does not provide any representations or warranties relative to any of the Common Laboratory Facilities, nor shall Landlord be responsible, directly or indirectly, for any consequences arising from Tenant's election to utilize any of the Common Laboratory Facilities or the suitability or performance of the Common Laboratory Facilities; Tenant to be solely responsible for the same at its sole risk. Landlord may elect to make changes to the Common Laboratory Facilities, without liability to Tenant. No changes to the Common Laboratory Facilities shall entitle Tenant to a reduction or abatement of rent. No changes to the Common Laboratory Facilities shall be deemed constructive or actual eviction of Tenant. Landlord shall not be liable for any claims, damages or liabilities arising from the operation or malfunction of the Common Laboratory Facilities, unless such malfunction is caused by Landlord's negligence, and any liability shall be limited to direct damages with Tenant waiving any indirect, consequential and/or punitive damages.

- (a) **Laboratory Support Systems.** During the Term, Tenant shall have the option to share certain existing laboratory support systems (owned by Landlord) as shared by tenants of the Building, including (i) compressed air/vacuum; and, (ii) RODI water system; currently servicing, shared by and used by other the tenants of the Building; in which case Tenant shall be responsible to share in the costs and expenses of repairs, maintenance, servicing and operation of such laboratory support systems, pari-passu with other actual users. Except for Landlord's Work, Tenant shall be responsible to perform all work and to bear all actual costs of connecting its systems to such shared systems.

- (b) **Emergency Generator.** During the Term, Tenant shall have the option to (i) share use of the existing emergency generator (owned by Landlord) currently servicing the tenants of the Building (“Landlord’s Generator”) which provides 100 amps at 208 v 3 phase to the Premises, in which case Tenant shall be responsible to share in the costs and expenses of repairs, maintenance, servicing and operation of such emergency generator, pari-passu with other actual users, or (ii) provide its own emergency generator, at its sole cost and expense (including installation and connection), in a location to be mutually agreed upon between Landlord and Tenant; with all costs and expenses of repairs, maintenance, servicing and operation to be borne solely by Tenant. Under either of the scenarios, Tenant shall be responsible at its sole cost and expense to provide an appropriate electrical subpanel for its specific emergency generator feeds.
- (c) **Rooftop Equipment.** During the Term, Tenant shall have the non-exclusive license to procure and install, operate and maintain, all in good order and repair, at its sole cost and expense in all instances, additional HVAC equipment, antennas, satellite dishes and related accessory equipment and connections on the roof of the Building (collectively, “Rooftop Equipment”), and to tie-in said Rooftop Equipment to the Premises. The location of the Rooftop Equipment and such tie-ins shall be approved by Landlord in its sole discretion. Tenant acknowledges and agrees that Tenant shall continue to be obligated to perform all of its obligations under this Lease if Tenant is unable to use such Rooftop Equipment. Landlord shall use commercially reasonable efforts to accommodate Tenant’s Rooftop Equipment requirements, but Landlord shall have the right to reasonably limit and allocate Tenant’s utilization of available roof and/or other Building utility space, and, further, Tenant acknowledges that Landlord has the right to use and reserve rooftop(s) and other Building utility space for future Building operations and other uses and operations. Landlord shall have the right, to be exercised in good faith, to require Tenant to relocate the Rooftop Equipment, from time to time, at Tenant’s sole cost and expense, to an alternative location on the roof or in the Building selected by Landlord in its reasonable discretion. Tenant acknowledges that Landlord may decide, in its reasonable discretion, from time to time, to repair or replace the roof (“Roof Repairs”). If Landlord elects to make Roof Repairs that will in Landlord’s good faith determination require Tenant to temporarily relocate its Rooftop Equipment, Tenant shall, upon Landlord's request and at Tenant’s sole cost and expense, temporarily relocate the Rooftop Equipment so that the Roof Repairs may be completed; Landlord and Tenant shall use good faith efforts to cooperate in connection with such temporary relocation in order to minimize or mitigate the effect of such temporary relocation on Tenant’s business operations. The cost of

removing and reinstalling same shall be paid by Tenant. Landlord shall not be liable to Tenant for any losses, liability, injury, damages, claim, suit, lost profits or other costs or expenses of any kind whatsoever incurred by Tenant, or any invitee, licensee or agent of Tenant as the result of the Roof Repairs.

2.2.3. Access and Parking. Tenant shall be granted the right, exercisable at Tenant's option, at current rates (which may be increased from time to time to reflect market increases subject to the terms hereof), to park up to the number of motor vehicles specified in Section 1.16 in the Building's on-site indoor parking lot or facility. Landlord reserves the right, in Landlord's sole discretion, to designate from time to time, whether such parking rights shall be on an unassigned/unreserved basis or an assigned/reserved basis or on a valet basis. As of the Effective Date, single spaces are allocated on an unassigned/unreserved basis and tandem spaces are allocated on an assigned/reserved basis. The initial parking rate therefor shall be \$350.00 per month, per car, which monthly rate may be changed after the first Lease Year by Landlord in its discretion subject to and reflective of periodic market changes in accordance with this paragraph, so long as the same rate applies to all tenants in the Building. All payments for these parking rights shall be considered to be Additional Rent under this Lease. The Building garage, plus any stairs, walkways or other means of ingress or egress controlled by the Landlord shall not in any case be considered extensions of the Premises. Tenant will not obstruct in any manner any portion of the Building or the walkways or approaches to the Building and will conform to all reasonable and non-discriminatory rules hereafter made by Landlord for parking, and for the access and egress, security, care, use, or alteration of the Building, its facilities and approaches in connection with such parking, provided the same do not decrease Tenant's parking rights. Tenant further covenants and agrees that Tenant will not permit any of its employees or visitors to violate any of the foregoing covenants of Tenant. No vehicles shall be stored or left in any parking area for more than three (3) nights without Landlord's prior written approval which shall not be unreasonably withheld, conditioned or delayed. Unregistered or disabled vehicles, or storage trailers of any type, may not be parked overnight at any time. Tenant agrees to assume all expense and risk for the towing of any misparked vehicle belonging to Tenant or Tenant's agents, employees, business invitees, or callers, at any time. For the purpose of this section the term "space" shall mean general access for one motor vehicle. All vehicles shall be parked and left on the premises at their owners' sole risk and Landlord shall not be liable for any damages caused to said vehicles while they are parked or left on the premises.

2.3. Exclusions and Reservations. All the perimeter walls of the Premises except the inner surfaces of such perimeter walls, any balconies (except to the extent same are shown as part of the Premises on Exhibit A), any terraces or roofs

adjacent to the Premises, and any space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, wires and appurtenant fixtures, fan rooms, ducts, electric or other utilities, sinks or other Building facilities, as well as the right of access through the Premises for the purposes of operation, maintenance, decoration and repair, are expressly excluded from the Premises and reserved to Landlord; however, Tenant shall be granted access to the same to the extent reasonably required for installation or maintenance/repair of any of Tenant's utilities or services. The entry doors to the Premises are not excluded and are included as part of the Premises.

- 3. Lease Term.** Tenant shall lease the Premises for the Term. Notwithstanding the Commencement Date, this Lease shall take effect and be binding upon the parties as of the Effective Date. The term "Lease Year" shall refer to each successive 12-month period included in whole or in part in the Term of this Lease. The first (1st) Lease Year shall be the twelve (12) month period, commencing on the Commencement Date, provided, however, that if the Commencement Date shall occur on a date other than the first day of a calendar month, then (i) the first (1st) Lease Year shall include the period from the Effective Date to the end of the month in which the Effective Date occurred and (ii) the Yearly Rent for such Lease Year shall be increased proportionately to the greater length of such Lease Year. All subsequent Lease Year's shall run from the first day of the month following such Effective Date if it occurred other than on the first of the month.
- 4. Annual Base Rent and Additional Rent.** Subject to the provisions of this Lease, commencing on the Commencement Date, Tenant shall pay to Landlord an Annual Base Rent pursuant to the amounts set forth on in Section 1.11 ("Annual Base Rent"). Annual Base Rent shall be payable in advance, in equal monthly installments, due on the first day of each calendar month. Tenant's first payment of Annual Base Rent for the first full calendar month be due on the Commencement Date, along with any rent due for any partial month preceding the first full calendar month.

 - 4.1.** All payments of Annual Base Rent (and any Additional Rent or other sums due Landlord) shall be made to Landlord's bank account in accordance with the details provided in Exhibit I attached to this Lease or to such other agent's current account as Landlord may designate in writing. The covenants to pay all Annual Base Rent and all Additional Rent (as defined below) (collectively, "Rent") shall be independent from any and all other covenants of Landlord to Tenant in this Lease; and all Rent shall be promptly paid when due.
 - 4.2.** Tenant shall pay interest from the date due, at annual rate of twelve (12%) percent of any installments of Annual Base Rent, or Additional Rent or other payments which are not received by Landlord within ten (10) days after such payments are due.
 - 4.3.** This Lease is intended to be a triple net lease, and as such Tenant shall also be responsible for payment of its pro rata share of Operating Expenses (see Section

5), real estate taxes (see Section 6) and utilities (see Section 9), all in accordance with the terms and conditions. All payments due to Landlord pursuant to this Lease in addition to those under Section 2 shall be deemed to be “Additional Rent”. All Tenant’s obligations to pay any Annual Base Rent or Additional Rent shall be independent covenants from any other obligations under this Lease.

- 5. Additional Rent (Operating Expenses).** Tenant, in addition to the sums payable to Landlord as Annual Base Rent as determined in Section 4 shall pay to Landlord for each year of the Lease Term, as Additional Rent, Tenant’s Allocable Percentage of any and all Operating Expenses attributable to the Building for said year of the Term.

“Operating Expenses” means the costs incurred by the Landlord in connection with the operation, management and maintenance of the Building and the common areas, related equipment, facilities and appurtenances, elevators, cooling and heating equipment and the Common Laboratory Facilities (and the related services). In the event that Landlord or Landlord’s managers or agents perform services for the benefit of the Building off-site which would otherwise be performed on-site (e.g., accounting), the cost of such services shall be reasonably allocated among the properties benefiting from such service and shall be included in Operating Expenses. Landlord shall have the right but not the obligation, from time to time, to equitably allocate some or all of the Operating Expenses among different tenants of the Building (the “Cost Pools”), including recalculating Tenant’s Allocable Percentage with respect to each Cost Pool. Such Cost Pools may include, but shall not be limited to, tenants that share particular systems or equipment (including those relating to the Common Laboratory Facilities) or tenants that are similar users of particular systems or equipment such as by way of example but not limitation office space tenants of the Building, laboratory tenants of the Building and other tenants of the Building.

“Operating Expenses” shall not include the following: (a) costs (including permit, license, and inspection fees) incurred in connection with preparing rental space for a tenant, that relate to preparation of rental space for a tenant or for any subsequent improvements Landlord performs for any other tenant in such tenant’s premises; (b) Taxes and any income, capital stock, excise, transfer, franchise, inheritance or gift taxes of the Landlord or taxes that are the personal obligation of another tenant of the Building; (c) any penalties, fines and interest incurred by reason of Landlord’s failure to timely pay any taxes or other impositions of a governmental authority, (d) the costs incurred in any rehabilitation, reconstruction or other work occasioned by (i) any casualty (A) for which Landlord receives insurance proceeds (except to the extent of any so-called “deductible” amount under policies of insurance or any costs actually incurred for which any insurance company does not reimburse or compensate Landlord), or (B) which is not covered by insurance due to a failure by Landlord to maintain insurance as required by this Lease, or (ii) by the exercise of the right of eminent domain (A) for which Landlord receives insurance proceeds (except to the extent of any so-called “deductible” amount under policies of insurance or any costs actually incurred for which any insurance company does not reimburse or compensate Landlord), or (B) which is not covered by insurance

due to a failure by Landlord to maintain insurance as required by this Lease; (e) depreciation payments on the Building and Land; (f) debt service; interest upon loans to Landlord or secured by a mortgage or deed of trust covering all or any portion of the Building, Land or the common areas, or any other debt of Landlord; (g) Landlord's legal existence and general corporate overhead and general administrative expenses (including salaries of executives and owners not directly employed in the management/operation of the Building or Land, and any penalties or damages that Landlord may pay to Tenant or any other tenant of the Building under their respective leases); (h) expenses (including attorneys' fees, costs and other expenses and disbursements) incurred in any negotiations or disputes with any particular tenant or other occupants or prospective tenants or occupants (other than those incurred which are reasonably expected to benefit or protect the rights of other tenants in the Building, generally); (i) costs of renovations to vacant or other tenants' spaces; (j) costs of capital improvements and capital replacements to the Building and its systems and appurtenances (but not including maintenance or repairs), and any rental payments for equipment which, if purchased, would be excluded as a capital improvement under generally accepted accounting standards in Landlord's reasonable judgment; (k) brokerage and advertising costs in seeking or leasing to new tenants; (l) penalties incurred due to Landlord's violation of this Lease, any other lease, mortgage or other agreement or any violation of any government order; (m) any ground or underlying lease rent; (n) bad debt expenses and interest, principal, points and fees on debts or amortization on any mortgage or other debt instrument encumbering the Building or the property; (o) costs arising from Landlord's charitable or political contributions; (p) costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Building; (q) management fees paid or charged by Landlord in connection with the management of the Building other than a management fee based on five (5%) percent of income which is the management fee uniformly and customarily charged to other tenants in the Building by Landlord; (r) costs and expenses (including taxes) to operate the parking garage, valet and other parking services for the Building, and any replacement garages or parking facilities and any shuttle services as may be placed in service, including any capital improvements to the parking areas; (s) removal and/or remediation of hazardous materials in the Building or on the land parcels on which it is located, (t) the costs of acquiring investment-grade art, (u) payments to subsidiaries or affiliates of Landlord or to any other party (other than set forth above), in each case as a result of a non-arm's length transaction for services for the Building, or for supplies or other materials for the Building, to the extent that such payments exceed arm's length competitive prices in the Cambridge, Massachusetts market for the services, supplies or materials provided; (v) costs incurred as a result of Landlord's negligence or willful misconduct; (w) legal and accounting fees not incurred in connection with operation and management of the Building, (including any legal and other costs incurred in connection with the sale, financing, refinancing, syndication, securitization, or change of ownership of the Building, including, without limitation, brokerage or leasing commissions, attorneys' and accountants' fees, closing costs, title insurance premiums, points, and interest charges and any legal or accounting expenses relating to any disputes or negotiations with employees, tenants or mortgagees tax return preparation and administration; (x) amounts for which recovery is obtained under warranties or insurance coverage or otherwise, including direct reimbursement from Tenant; any and all costs or

expenditures incurred for correction of defects, or repairs, replacements or maintenance covered by warranty);(y) Landlord's cost of electricity and other services which are separately metered or separately charged to tenants and for which Landlord is entitled to be reimbursed by tenants; expenses in connection with services or other benefits of a type that are not provided Tenant but that are provided to another tenant or occupant (other than an occupant of the Premises); damages, costs and penalties incurred due to a violation by Landlord or any tenant of the terms and conditions of any lease; (x) professional fees and disbursements and other costs and expenses related to the ownership (as opposed to the use, occupancy, operation, maintenance or repair) of the Building; and (y) any item that, if included in Operating Expenses, would involve a double collection for such item by Landlord.

Tenant shall pay its Allocable Percentage of Operating Expenses to Landlord based on a prospective annual schedule prepared by the Landlord, in monthly increments based on said schedule, with each monthly payment of Annual Base Rent due under this Lease. Landlord, at its reasonable discretion, may assess Tenant for any extraordinary item of cost or expense which Landlord actually incurs as a direct result of Tenant's own distinct uses or activities which shall be itemized, invoiced separately, and paid by Tenant as Additional Rent; provided that prior to incurring such costs, Landlord shall notify Tenant in writing that such additional assessment shall apply and provide an estimate of such assessment. Within one hundred twenty (120) days of the close of each calendar year, Landlord shall adjust the prior year's schedule of Operating Expenses to account for actual and properly accrued costs, expenses, and liabilities, and shall issue Tenant a refund or deficiency statement for that year, as appropriate (the "Operating Statement"). Tenant shall pay any deficiency shown thereon within thirty (30) days of its receipt of said Operating Statement. Any refunds due Tenant (not contested by Landlord) shall, in Landlord's reasonable discretion, be credited toward current monthly Additional Rent for Operating Expenses or paid to Tenant within thirty (30) days of its receipt of the Operating Statement; provided that if such refunds relate to the last Lease Year of the Term, Landlord shall pay such refund to Tenant within thirty (30) days of its receipt of the Operating Statement. Tenant shall have the right to audit the current year's Operating Statement by written notice given to Landlord within one hundred twenty (120) days after Tenant's receipt of the Operating Statement (the "Audit Period"). Such audit shall be conducted in Landlord's offices, upon not less than thirty (30) days' notice, at Tenant's cost and expense. Tenant shall keep all of the information disclosed in the course of such audit confidential and shall require all of its consultants to agree in writing directed to Landlord to keep all such information confidential. Tenant agrees that such audits shall not be permitted to be conducted on a contingency fee basis. If such audit discloses that the amount paid by Tenant for the period under consideration has been overstated, then Landlord shall immediately credit to Tenant the amount of overcharge. Landlord shall have no duty to retain any records of Operating Expenses beyond the Audit Period.

- 6. Additional Rent (Real Estate Taxes).** Tenant, in addition to the sums payable to Landlord as Annual Base Rent as determined in Section 4, shall pay to Landlord for each year (or portion of a year, as applicable) of the Term, as Additional Rent,

Tenant's Allocable Percentage of all sums attributable to the municipal real estate taxes on the Building and Land on which it is situated ("Taxes") allocable to said year).

Notwithstanding the foregoing, Landlord shall be under no obligation to file for any abatement of Taxes, and Tenant shall pay its Allocable Percentage of Taxes as invoiced by Landlord in accordance with this Lease and Tenant shall only be entitled to receive a rebate for Taxes based on its Allocable Percentage only if abatement is sought and received by Landlord. Tenant shall pay its Allocable Percentage of Taxes to Landlord based on a prospective annual schedule prepared by the Landlord, in monthly increments based on said schedule, with each monthly payment of Annual Base Rent due to Landlord. Within one hundred twenty (120) days of the close of each tax year, Landlord shall adjust the prior year's schedule of Taxes to account for actual and properly accrued costs, expenses, and liabilities, and shall issue Tenant a refund or deficiency statement ("Tax Statement") for that year, as appropriate. Tenant shall pay any deficiency shown thereon within thirty (30) days of its receipt of said Tax Statement. Any rebates due Tenant (not contested by Landlord) shall, in Landlord's reasonable discretion, be credited toward current monthly Additional Rent for Taxes or paid to Tenant within thirty (30) days of its receipt of the Tax Statement; provided that if such rebates relate to the last Lease Year of the Term, Landlord shall pay such refund to Tenant within thirty (30) days of its receipt of the Tax Statement.

- 7. Security Deposit.** Tenant shall, upon the execution of this Lease by both parties, post with Landlord and maintain at all times during the original Term, a Security Deposit in the amount of set forth in Section 1.15; which shall be held as security for any Default(s) by Tenant as provided in this Lease, to be returned to Tenant at the end of the Lease Term (as may be earlier terminated or extended), unless applied by Landlord to any Default(s) by Tenant as to its outstanding obligations under this Lease in accordance with Section 21 of this Lease. Failure to deliver the Security Deposit shall result in automatic termination of this Lease, time being of the essence. The Security Deposit Amount shall be delivered to Landlord, as set forth above, and maintained at all times during the Term by transfer to Landlord's designated account by EFT/ACH in accordance with details provided in Exhibit I attached to this Lease (which sum, plus any interest thereon, Landlord shall be entitled to commingle and use with Landlord's own funds).

Notwithstanding anything herein contained, provided Tenant has not defaulted in any of its material obligations hereunder beyond applicable notice and cure periods, Landlord shall return fifty percent (50%) of the Security Deposit to Tenant thirty-six (36) months after the Commencement Date.

- 8. Use of Premises.** Tenant shall only use the Premises for the Permitted Use and for no other purposes. Service and utility areas (whether or not a part of the Premises) shall be used only for the particular purpose for which they were designed. Tenant will use the Premises in a safe manner and will not do or permit any act or thing which is contrary to any Legal Requirement or which constitutes

a risk to the safety, health or well-being of other lessees in the Building, or the community, or creates a public or private nuisance or waste. Notwithstanding any other provision of this Lease, Tenant shall not use, or suffer or permit the use or occupancy of, or suffer or permit anything to be done in or anything to be brought into or kept in or about all or any portion of the Premises or the Building (including, without limitation, any materials, appliances or equipment used in the construction or other preparation of the Premises and furniture and carpeting): (a) which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease or the any rules and regulations promulgated by Landlord or that are otherwise applicable to or binding upon the Premises; (b) for any unlawful purposes or in any unlawful manner; (c) which, in the reasonable judgment of Landlord shall in any way (i) impair the appearance or reputation of the Building; or (ii) impair, interfere with or otherwise diminish the quality of any of the Building services or the proper and economic heating, cleaning, ventilating, air conditioning or other servicing of the Building or Premises, or with the use or occupancy of any of the other areas of the Building, or occasion discomfort, inconvenience or annoyance, or injury or damage to any occupants of the Premises or other tenants or occupants of the Building; (iii) which is inconsistent with the maintenance of the Building as a comparable first-class life-sciences building in the Metropolitan Boston area (including laboratories) in the quality of its maintenance, use, or occupancy; or (iv) which would violate any exclusive use or right granted by Landlord to any tenant or occupant of the Building prior to the date hereof. Landlord agrees not to grant any such exclusive use or rights that would interfere in any way with Tenants rights granted under this Lease, and to provide Tenant with notice of any exclusive use or right granted in the future within ten (10) business days following such grant thereof.

Tenant shall not be entitled, for research or testing purposes, to bring any live animals (including without limitation laboratory mice, rats or other mammals or primates, reptiles or aquatic life, but excluding non-living animal parts, systems or derivatives that are properly stored and transported); micro-organisms; or bacteriological, biological, or pathological agents; (collectively, "Biological Items") into the Building or the Premises without prior written notice to Landlord and Landlord's express written consent; which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, "Biological Items" shall not include ordinary solvents, cleaners and other hazardous materials customarily used in an office or laboratory setting, and maintained in secured containers not in excess of amounts minimally required, so long as used and disposed of in accordance with applicable laws. Tenant, at its sole cost and expense, shall comply with all Legal Requirements including procuring any required permits or authorizations as to the Biological Items allowed under this Section 6. Landlord may condition its consent to the presence of such animals based on quantity, type, arrangements for storage, sanitation, transportation, and other physical and logistical considerations as Landlord may reasonably determine in each instance and from time to time as circumstances may require. Tenant indemnifies and holds harmless Landlord from and against any and all damages, liabilities, claims, demands, actions or other losses

arising from Tenant's non-compliance with this clause, except to the extent the same results or arises from the negligence or willful misconduct of Landlord.

Tenant shall maintain, operate and service its Neutralization System, at Tenant's sole cost and expense, in accordance with all applicable Legal Requirements (as defined in Section 10) and industry standard, laboratory and scientific standards and practices. Landlord shall perform any necessary replacement of all or part of the Neutralization System and Tenant shall reimburse Landlord for all costs incurred in connection therewith as Additional Rent. During the Term, Tenant shall be solely responsible to apply for and procure and maintain any and all permits and government authorizations for its installation, operation and use of any of the equipment and systems (e.g. MWRA permit for the Neutralization System, etc.); and shall indemnify the Landlord for any and all damages arising from its failure to do so.

Tenant shall have access to the Premises for Tenant's use seven (7) days per week and twenty four (24) hours per day for each day of the Term, including access to freight elevators and freight loading docks, subject to the provisions of Section 9 relative to overtime heat and air-conditioning. Tenant shall keep the Premises and adjacent areas in a clean and good condition equivalent to the standards reasonably set by Landlord for the Building, reasonable wear and tear and casualty excepted.

Tenant shall be solely responsible, at its sole cost and expense, for its own cleaning of the Premises, and the prompt and proper disposal of all garbage, refuse, debris and other waste as mandated by reasonable and uniform Building regulations provided in writing to the tenants of the Building from time to time. Landlord shall provide and maintain a trash dumpster and/or compactor at the Building loading dock, for the non-exclusive use of all tenants for disposal of non-hazardous/non controlled materials and substances. Tenant may, but shall not be obligated to implement a recycling program, but its implementation, maintenance, or operation shall be without any cost or expense to Landlord or any other tenants of the Building. Landlord is not obligated to coordinate any such program in any respect. Tenant shall also cause all extermination of vermin in the Premises to be performed by companies reasonably approved by Landlord in writing and shall contract and utilize pest extermination services for the Premises as reasonably necessary or as requested by Landlord.

Tenant shall not permit any use of the Premises which will make voidable, increase any premium, or decrease any insurance on the Building and property of which the Premises are a part, or on the contents of said Building, or which shall be contrary to any law, regulation, or order from time to time to established or issued by the local Fire Department, or any similar body, or any restriction contained in any of Landlord's insurance policies as to the Building and property; provided, however, that Landlord represents and warrants that the Permitted Uses contemplated in this Lease do not and shall not violate any of the foregoing regulations or restrictions as of the Commencement Date. Tenant shall, on demand, reimburse Landlord all extra insurance premiums caused by Tenant's particular use of the Premises (as opposed to Permitted Uses generally).

9. Building Services.

9.1. Electricity. It is understood that for the electrical service (e.g., lights, plugs, equipment, convenience outlets, and heating, air-conditioning, ventilation fixtures and equipment initially installed in the Premises and all other systems exclusively serving the Premises) Tenant will reimburse Landlord for the cost of such electric current as measured by a separate submeter or checkmeter. Landlord reserves the right to require Tenant to contract with the company supplying electric current for the purchase and obtaining by Tenant of electric current directly from such company to be billed directly to, and paid for by, Tenant.

9.1.1. So long as such electrical services is sub or check metered, Landlord shall calculate the electrical service charge based on Tenant's actual usage of electricity and Tenant shall pay same to Landlord, as Additional Rent. Landlord shall provide monthly estimates of use that are based upon actual use for the prior year (i.e. the estimates to be reset annually), to be confirmed by periodic check meter readings for the Premises itself. Tenant shall pay for such electrical charges upon receipt of its monthly invoice from Landlord. Within one hundred twenty (120) days of the close of each calendar year, Landlord shall adjust the Tenant's prior year's electrical payments to account for the actual and properly accrued charges reflective of the actual check meter readings for such year, and shall issue Tenant a refund or deficiency statement for that year, as appropriate. Tenant shall pay any deficiency shown thereon together with Tenant's next payment of Annual Base Rent; provided that if such deficiency relates to the last Lease Year of the Term, then Tenant shall pay Landlord within thirty (30) days of receipt of the statement. Any rebates due Tenant (not contested by Landlord) shall be credited toward then current monthly electrical charge invoices or paid to Tenant within thirty (30) days; provided that if such rebates relate to the last Lease Year of the Term, Landlord shall pay such refund to Tenant within thirty (30) days of its receipt of such statement.

9.1.2. Tenant agrees that it will not make any material alteration or material addition to the electrical equipment and/or appliances in the Premises without the prior written consent of Landlord in each instance first obtained, which consent will not be unreasonably withheld, and using contractor(s) approved by Landlord, and will promptly advise Landlord of any other alteration or addition to such electrical equipment and/or appliances. If Tenant shall require electric current for use in the Premises in excess of such reasonable quantity to be furnished for such use and if (i) in Landlord's reasonable judgment, Landlord's facilities are inadequate for such excess requirements or (ii) such excess use shall result in an additional burden on the Building air conditioning system and additional cost to Landlord, then, as the case may be, (x) Landlord, upon written request and at the sole cost and expense of Tenant, will furnish and install such additional wire, conduits, feeders, switchboards and appurtenances as reasonably may be

required to supply such additional requirements of Tenant if current therefor be available to Landlord, provided that the same shall be permitted by applicable laws and insurance regulations and shall not cause damage to the Building or the Premises or cause or create a dangerous or hazardous condition or entail excessive or unreasonable alterations or repairs or interfere with or disturb other tenants or occupants of the Building or (y) Tenant shall reimburse Landlord for such additional cost, as aforesaid. Tenant acknowledges that it has been provided with an opportunity to confirm that the electric current serving the Premises will be adequate to supply its proposed permitted uses of the Premises.

9.1.3. To the maximum extent this agreement may be made effective according to law, Landlord shall not in any way be liable or responsible to Tenant for any loss, damage or expense which Tenant may sustain or incur if the quantity, character, or supply of electrical energy is changed or is no longer available or suitable for Tenant's requirements.

9.2. Water. Landlord shall, at Landlord's expense unless otherwise stated, provide (i.e. make available) to the Premises and also to the common areas and facilities which Tenant enjoys the right to use in accordance with standards reasonably determined by Landlord for the Building, hot and cold running water from points of supply to the water faucets or taps in the Premises for use by Tenant, the cost of which shall be paid by Tenant per the readings of the existing submeter for the Premises. Upon Landlord's option, all piping and other equipment and facilities for use of water outside the building core will be maintained by Landlord at Tenant's sole cost and expense. Water for domestic type sanitary purposes (only) shall be supplied at Landlord's expense. There shall be separately metered and separately paid for by Tenant, non-potable laboratory water and water for other particularized uses in the Premises.

9.3. Elevators and Common Areas. Landlord shall: (a) provide necessary elevator facilities (which may be manually or automatically operated, either or both, as Landlord may from time to time elect) on 8 AM to 6 PM Monday through Friday, except for Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, Fourth of July Day, and Labor Day ("Normal Business Hours"); (b) furnish heat, air conditioning and ventilation (substantially equivalent to that being furnished in comparably aged similarly equipped office and research and development buildings in Cambridge, Massachusetts) to the interior common areas of the Building during the normal heating season during Normal Business Hours; and (c) cause the common areas of the Building to be cleaned on Monday through Friday (excepting federal or Massachusetts legal holidays) in a manner consistent with cleaning standards generally prevailing in the comparable office and laboratory buildings in the Metropolitan Boston area.

9.4. Air Conditioning. Landlord shall keep in good repair an HVAC system to maintain an average temperature in the useable common areas of the Building

generally between 65 degrees Fahrenheit and 75 degrees Fahrenheit during Normal Business Hours (and between 60 degrees Fahrenheit and 80 degrees Fahrenheit at all other times). Tenant shall keep in good repair an HVAC system to maintain an average temperature in the office portions of the Premises generally between 65 degrees Fahrenheit and 75 degree Fahrenheit during Normal Business Hours (the “HVAC Criteria”). Tenant shall solely control the temperature in its own laboratory spaces. Landlord shall not be responsible for controlling and coordinating the relative temperatures within the Premises or the balancing of the HVAC systems servicing the Premises, given Tenant’s control over such laboratory spaces; provided, however, that Landlord shall be responsible for providing electricity and water to the HVAC equipment serving the laboratory spaces 24-hours per day, 7 days per week, such usual and customary electrical capacity and water volume to be in same quantities as are sufficient for the average office/laboratory tenant in the building without regard to any special requirements or specialized equipment (it being Tenant’s responsibility to make separate arrangements with Landlord, at Tenant’s cost and expense, for any greater or more intense requirements). At any time, upon no less than forty eight (48) hours’ prior notice by Tenant, Landlord shall make available overtime heat and air-conditioning to Tenant at the Premises in accordance with the HVAC Criteria, and Tenant shall pay as additional rent, overtime heat and air-conditioning for the office portions of the Premises as may be requested by Tenant for the Premises on the basis of \$ 150.00 per zone per hour (subject to increase by the same percentage amount by which the standard electric rates are increased), as billed by Landlord. No plumbing or electrical work of any type shall be done by Tenant without Landlord’s approval, which approval shall not be unreasonably withheld or delayed, and, if applicable, the appropriate municipal permit and/or inspector’s approval. Tenant shall engage a contractor approved by Landlord to provide preventative maintenance services for the HVAC system serving the Premises. Should Tenant fail to engage an approved contractor for the HVAC maintenance as specified above, Landlord may enter into an HVAC maintenance service contract on Tenant’s behalf and bill such expenses back to Tenant.

9.5. Snow Removal. Landlord will be responsible for the removal or other treatment of snow and ice on walkways, sidewalks, entryways and parking areas. Notwithstanding the foregoing however, Tenant shall hold Landlord harmless from any and all claims by Tenant’s agents, representatives, employees or business invitees for damage or personal injury resulting in any way from snow or ice on any area serving the Building, provided Landlord has performed its removal and treatment obligations hereunder without any negligence or willful misconduct.

9.6. Interruption or Curtailment of Services. When necessary by reason of accident or emergency, or for repairs, alterations, replacements or improvements which in the reasonable judgment of Landlord are desirable or necessary to be made, or by reason of event(s) of Force Majeure, Landlord reserves the right to

interrupt, curtail, stop or suspend (a) the furnishing of heating, elevator, air conditioning, and cleaning services and (b) the operation of the plumbing and electric systems. Landlord shall exercise reasonable diligence to eliminate the cause of any such interruption, curtailment, stoppage or suspension, but there shall be no diminution or abatement of rent or other compensation due from Landlord to Tenant, nor shall this Lease be affected or any of the Tenant's obligations under this Lease be reduced, and the Landlord shall have no responsibility or liability for any damage or loss, including any to Tenant's research or experimentation, resulting from such interruption, curtailment, stoppage, or suspension of services or systems.

9.7. Energy Conservation. Notwithstanding anything to the contrary in this Section 9 or in this Lease contained, Landlord may institute, and Tenant shall comply (and cause its employees, invitees, agents and contractors to comply) with, such policies, programs and measures as may be necessary or required for (i) the conservation and/or preservation of energy or energy services, or (ii) compliance with Legal Requirements, including but not limited to applying and reporting for the Building in full or part to seek or maintain certification under the U.S. EPA's Energy Star® rating system, the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) rating system or a similar system or standard, provided that any of the foregoing initiatives do not materially impact Tenant's costs under this Lease. Upon request, Tenant shall provide Landlord with the necessary information or, at Tenant's option, grant Landlord access to Tenant's account with any utility company or provider paid directly by Tenant for utility services to review the utility bills for the Premises in connection with (i) any required energy reporting requirements to the City of Cambridge or other governmental agency or (ii) any third party energy certification program (e.g., LEED).

10. Compliance with Laws. Tenant shall not cause or permit the Premises, the Building or the common areas to be used in any way that violates any federal, state or local law, code, ordinance, restrictive covenant, encumbrance, governmental regulation, order, permit, approval, variance, covenants or restrictions of record or any provision of this Lease (each a "Legal Requirement"), annoys or interferes with the rights of tenants of the Building, or constitutes a nuisance or waste. Tenant acknowledges that no trade, occupation, use or activity shall be conducted in the Premises which will be unlawful, improper, unreasonably noisy or offensive, or contrary to any Legal Requirements. Tenant shall keep all employees working in the Premises covered with Worker's Compensation Insurance, as applicable. Specifically, Tenant shall be responsible for causing the Premises and any work conducted in or about the Premises by Tenant or its agents to be in full compliance with the Occupational Safety and Health Act of 1970 and any amendments thereto but Tenant shall not be responsible for ADA compliance of the Premises, which Landlord shall assure at the commencement of the Term. Tenant shall strictly adhere to any and all Legal Requirements governing the use of Tenant's laboratory scientific

experimentation. Tenant shall be solely responsible for procuring and complying at all times with any and all necessary permits directly relating or incident to: (a) the conduct of its office and research activities on the Premises; (b) its scientific experimentation on the Premises; and (c) any transportation, storage, handling, use and disposal of any Biological Items or other hazardous wastes or environmentally dangerous substances or materials. Tenant shall immediately give notice to Landlord of any written warnings or written violations relative to the above received from any federal, state, or municipal agency or by any court of law, and shall immediately cure the conditions causing any such violations; and Landlord shall permit Tenant to cure said harm or hazard prior to any active intervention by Landlord (except where such intervention is necessitated by the emergency nature of the harm or hazard; or where the harm or hazard impairs the value of the Building, (directly or as collateral on any debt); interests with any other tenant's rights; or is required by any governmental agency or authority).

Tenant shall fully indemnify and hold harmless in all respects Landlord from any and all claims, demands, losses, liabilities, and damages (including all necessary and reasonable expenses for contractors, consultants, environmental engineers, attorneys, and other professionals utilized by Landlord to evaluate and remediate any hazard or harm caused by Tenant and which Tenant has failed to cure; and further including any and all fines or fees assessed by any governmental agency relative to any hazard or harm), directly arising from the conduct of its research on the Premises (especially relating to research involving hazardous substances), or Tenant's obligations and responsibilities under this Lease, and excepting liability for any claims and damages resulting from the acts or negligence of Landlord or its agents or employees.

11. Maintenance of Premises. Except as otherwise provided in in this Lease, Landlord shall be responsible for all exterior and structural maintenance of the Premises (including without limitation exterior plate glass), the maintenance and repair (structural and otherwise) of the Building, including without limitation the roof, roof membrane, and foundation of the Building of which the Premises are a part, and for the maintenance, repair and replacement of all common areas serving the Premises and Landlord's heating and cooling equipment, doors, locks, plumbing, and electrical wiring, and other Building systems serving the Premises and common areas of the Building; except for damage caused by the malicious, willful, or negligent acts of Tenant, and chemical, water or corrosion damage from any source within the control of Tenant. All maintenance provided by Landlord shall be performed in accordance with industry standards for comparable buildings and as reasonably required at Landlord's discretion and except for emergencies, during Landlord's normal business hours and after 24 hours prior notice to Tenant.

Tenant agrees to maintain at its expense all other non-structural elements and components of the Premises in the same condition as they are at the Commencement Date, normal wear and tear and damage by fire or casualty only excepted, and whenever necessary, to replace light bulbs (after the first six months of the term), interior plate glass and other

glass of the Premises, acknowledging that the Premises as of the Effective Date are in good order and the light bulbs and glass whole. Tenant shall be responsible for the periodic inspection and maintenance of all laboratory specific mechanical equipment in the Premises throughout the Lease Term, and shall (at its sole cost and expense) retain the services of an outside third party maintenance contractor approved by Landlord toward this end. Tenant will properly control or vent all solvents, degreasers, and the like and shall not cause the area surrounding the Premises to be in anything other than a neat and clean condition, depositing all waste in appropriate receptacles. Tenant shall not permit the Premises to be overloaded, damaged, stripped or defaced, suffer any waste of the Premises. Any maintenance which is the responsibility of Landlord and which is necessitated by some specific aspect of Tenant's negligent or reckless use of the Premises shall be at Tenant's expense. Tenant shall be solely responsible for maintenance and operation of any and all of its systems installed by the Tenant and shall waive any and all claims against Landlord for any damage, impairment, or loss relative to these systems unless such damage is caused by the acts or negligent or reckless acts of Landlord. If and to the extent Tenant reduces or suspends its operations from the Premises during the Term of this Lease, Tenant shall nevertheless be responsible to monitor the same on a regular basis (not less than semi-weekly) to ensure it is secure and clean, and that there are no leaks, or dangerous or hazardous conditions.

Landlord shall provide its standard security system into the Building. Tenant shall be responsible, at its election, for installation, monitoring, maintenance and repair of its own security system into the Premises from the adjacent common areas, and to coordinate the means of emergency access into the Premises with Landlord; Landlord to reasonably cooperate with Tenant to the extent reasonably possible (without additional cost to Landlord).

12. Landlord's Work.

12.1. The Premises are to be delivered to Tenant on the Commencement Date free and clear of all occupants and the interests of others and in "turn-key" condition in conformity with all Legal Requirements as well as the attached plan and scope of work attached to this Lease as Exhibit E ("Landlord's Work") with the Premises demised and all utilities separately sub metered. The base Building systems and laboratory specific mechanical equipment serving the Premises shall be delivered in good operating condition and repair and suitable for laboratory uses. The base Building and the Common Laboratory Facilities will be ADA compliant as of the Commencement Date and both base Building and Common Laboratory Facilities shall be maintained in compliance with all Legal Requirements throughout the Term. Landlord shall also deliver the Premises ADA compliant with code compliant demising walls and common area corridors. A clean closeout report with respect to the immediately prior use and occupancy of the Premises, reasonably acceptable to Tenant, will be delivered to Tenant by Landlord prior to the Commencement Date. Except for the foregoing and the completion of Landlord's Work and Punchlist Work in accordance with the terms hereof, the Premises shall be delivered on the Commencement Date in its then "AS/IS" condition in all

respects and without representations or warranties of any kind or nature other than the respective industry standard construction and/or equipment warranty associated with each component of Landlord's Work (e.g., 1 year warranty for new doors, walls and dark room and 6 month warranty for cold room and new HVAC in lab), subject to Tenant's ordinary wear and tear. Landlord's Work shall be carried out in a good and workmanlike manner, using new or equivalent materials. Landlord's Work shall be deemed substantially complete on the date (the "Substantial Completion Date") when Landlord shall provide written notice to Tenant that Landlord's Work is substantially complete and Landlord has been issued an unconditional certificate of occupancy and Tenant has inspected the Premises and reasonably determined that Landlord's Work has been completed in conformity with Exhibit E, subject only to minor or insubstantial details or defects that do not significantly affect Tenant's use of the Premises for the Permitted Use ("Punchlist Work"). The Premises shall be delivered in good operating condition and repair and suitable for office and laboratory uses. Landlord estimates that the office space will be delivered to Tenant for occupancy as soon as reasonably possible after Lease execution and that the laboratory space within the Premises will be ready for Tenant's use and occupancy within approximately four (4) months from the Effective Date of this Lease. Notwithstanding the foregoing, Landlord shall not be liable to Tenant for any failure to deliver the Premises on any specified date, nor shall such failure give rise to any default or other remedies under this Lease or at law or equity, or otherwise affect the validity of this Lease or the obligations of Tenant under this Lease, unless the delay is material and resulting from Landlord's negligence or willful misconduct. As of the Substantial Completion Date and the completion of the Punchlist Work, Landlord shall be deemed to have completed in full all of its obligations under this Section 12.1. Notwithstanding the foregoing, if any delay in the Substantial Completion Date of Landlord's Work by Landlord is due solely to Tenant Delay (as defined below), then the Substantial Completion Date shall be deemed to be the date Landlord's Work would have been substantially complete, if not for such Tenant Delay, as reasonably determined by Landlord; provided, however, that in no event shall Tenant be entitled to take possession of the Premises until the Premises are ready for such occupancy (however Landlord agrees that Tenant may occupy and utilize the office space portion of the Premises as soon as it is ready, without charge, until Substantial Completion of the laboratory space. "Tenant Delay" shall mean delays caused by: (a) any request by Tenant for a delay in the commencement or completion of Landlord's Work for any reason; or (b) reserved; or (c) any request by Tenant for upgrades to finishes (including delays resulting from any lead time for such upgrades) of which Tenant is given notice at the time of Tenant's request for such changes and which, after being advised of such effect, Tenant does not withdraw its request therefor; or (d) any Tenant-requested changes to the scope of Landlord's Work set forth in Exhibit E or the plans for such Landlord's Work; or (e) any other act or omission of Tenant or its employees, agents or contractors which reasonably inhibits the Landlord from timely completing the Landlord's Work.

As soon as may be convenient after the Commencement Date has been determined, Landlord and Tenant agree to join with each other in the execution, in the form of Exhibit J hereto, of a written Commencement Date Agreement in which the Commencement Date and specified Lease Term of this Lease shall be stated. If Tenant fails to execute such Agreement within twenty (20) business days following its receipt from Landlord of the Commencement Date Agreement executed by Landlord, then the Commencement Date and Lease Term shall be as set forth in such Commencement Date Agreement. Unless Tenant disagrees with the accuracy of the Commencement Date Agreement and notifies Landlord as to the reasons for such disagreement in writing prior to the end of such 20-business day period.

- 12.2.** Landlord reserves the right, exercisable by itself or its nominee, at any time and from time to time without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefor or otherwise affecting Tenant's obligations under this Lease, but all upon reasonable advance notice to Tenant and with Landlord using commercially reasonable efforts to minimize any disruption to Tenant's use of the Premises and operations therein, to make such changes, alterations, additions, improvements, repairs or replacements in or to: (a) the Building (including the Premises) and the fixtures and equipment of the Building (including the Premises), (b) the street entrances, halls, passages, elevators, escalators, and stairways of the Building, and (c) the common areas, and facilities located in the common areas, as Landlord may deem necessary or desirable, and to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs, toilets, or other public parts of the Building and/or the common areas; provided, however, that there be no unreasonable obstruction of the right of access to, or unreasonable interference with the use and enjoyment of, the Premises by Tenant for the Permitted Use. Nothing contained in this Section 12.2 shall be deemed to relieve Tenant of any duty, obligation or liability of Tenant with respect to making any repair, replacement or improvement or complying with any Legal Requirement. Landlord reserves the right to adopt and at any time and from time to time to change the name or address of the Building. Neither this Lease nor any use by Tenant shall give Tenant any right or easement for the use of any door, passage, concourse, walkway or parking area within the Building or in the common areas, and the use of such doors, passages, concourses, walkways, parking areas and such conveniences may be regulated or discontinued at any time and from time to time by Landlord without notice to Tenant and without affecting the Lease obligations of Tenant or incurring any liability to Tenant; provided, however, that there be no unreasonable obstruction of Tenant's right of access to, or interference with its use of the Premises. If at any time any windows of the Premises are temporarily closed or darkened for any reason whatsoever including but not limited to, Landlord's own acts or due to scaffolding, Landlord shall not be liable for any damage to Tenant and Tenant shall not be

entitled to any compensation nor abatements of rent nor shall the same release Tenant from its Lease obligations nor constitute an eviction.

13. Tenant's Work; Alterations. Tenant shall not make any alterations or additions of any kind to the Premises without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may make strictly cosmetic changes to the Premises that do not require any permits ("Cosmetic Alterations") without Landlord's consent; provided that (y) the cost of any Cosmetic Alterations does not exceed Ten Thousand Dollars (\$10,000.00) in any one instance or Fifteen Thousand Dollars (\$15,000.00) annually, (z) such Cosmetic Alterations do not (i) require any structural or other substantial modifications to the Premises, (ii) require any changes to or adversely affect the Building systems, (iii) affect the exterior of the Building or (iv) trigger any Legal Requirement that would require Landlord to make any alteration or improvement to the Premises, the Building or the Project. Plans and specifications for any of Tenant's potential improvements (other than Cosmetic Alterations) shall be submitted by Tenant to Landlord in each instance, in advance of any proposed work, in sufficient detail and scope to enable Landlord to make a reasonable determination thereon. All such allowed alterations shall be at Tenant's expense and shall be in quality substantially equal to the present construction in the Premises. If Landlord performs any services for Tenant in connection with such alterations or otherwise, Tenant shall reimburse Landlord for Landlord's actual and reasonable out-of-pocket costs for such services and promptly pay all invoices as to the same. Tenant shall be responsible to use contractors that will ensure harmonious labor relations in the Building and on the site; and to prevent strikes, work stoppages, picketing and other labor actions. Tenant shall submit a list of its contractors to Landlord in advance. Tenant shall provide Landlord with acceptable general liability and builder's risk insurance certificates naming Landlord and its lender as additional named insureds prior to Tenant's commencement of any work. Tenant shall not permit any mechanics liens, or other liens, to remain upon the Premises in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause the same to be released, removed or bonded over without cost to Landlord. Any alterations completed by Tenant, including, without limitation, window blinds or other window treatment, shall be building standard unless Landlord expressly agrees otherwise in writing. Any and all installations by Tenant shall become a part of the Premises and Tenant shall not remove the same either during the Term or at the expiration or earlier termination of this Lease, unless directed to do so by Landlord per subsection (iv) below, at the time such alterations are approved; except that Tenant shall have the right to remove any hard-wired or hard-plumbed equipment purchased, paid for and installed by Tenant itself, such as chemical fume hoods, as long as Tenant restores the Premises to the condition that it was in prior to the installation of such equipment. Notwithstanding the foregoing or any provision to the contrary contained in this Lease, (i) Tenant shall retain title to and be entitled to remove any movable office furniture, equipment, trade fixtures, portable bio hoods, and

other personal property at the Premises including any personal property conveyed to Tenant pursuant to a Bill of Sale by Landlord in the form attached to this Lease in Exhibit D, provided the Premises and any common areas impacted are restored to their original condition prior to such installations; (ii) Tenant shall retain title to and be entitled to remove its emergency generator (if such equipment is in fact provided and installed by Tenant), provided the Premises and any common areas impacted thereby are restored to their original condition prior to such installation; (iii) Tenant shall not be required to remove from the Premises any portion of the Landlord's Work; and (iv) Tenant shall be entitled to receive from Landlord, a statement at the time Tenant makes any improvements to the Premises as to whether the item or items being installed will be required to be removed by Tenant at the expiration or earlier termination of this Lease.

Tenant shall be given access to the office portion of the Premises as soon as it is ready for occupancy and for the Laboratory Premises as of approximately fifteen (15) days prior to the expected Commencement Date, for its itself and its designers, space planners, contractors, vendors and consultants to evaluate, assess and begin its installations and preparatory space work in the Laboratory portion of the Premises, provided those Tenant activities do not interfere with the Landlord's own work in preparation of the Laboratory Premises for its delivery to the Tenant on the Commencement Date. If there is any delay in the completion of Landlord's Work due to Tenant's installations and preparatory space work in the Premises, then the Commencement Date shall be deemed to be the date Landlord's Work would have been complete if not for such Tenant-caused delay, as reasonably determined by Landlord. Such Tenant access shall be granted without any additional costs, expenses or fees charged to the Tenant arising therefrom, and Tenant shall accept all responsibility and liability for the presences of those persons and entities granted access in this manner (other than arising from Landlord's negligence or willful misconduct). Notwithstanding the foregoing, Tenant shall not conduct its business from the Laboratory Premises prior to the Commencement Date despite such early access, notwithstanding that Tenant may occupy the office portion of the Premises for general business/office use earlier as set forth above.

14. Assignment and Subletting. Except as stated in the sentence next following, Tenant agrees that neither this Lease nor the leasehold estate granted by this Lease, nor any interest therein will be mortgaged, pledged, encumbered or otherwise transferred, and that no portion of the Premises will be encumbered in any manner by reason or by act or omission of Tenant, or used or occupied, or permitted to be used or occupied, by anyone other than Tenant, its servants, agents, contractors and employees, or for any use or purpose other than the Permitted Use, or be sublet, without in each case Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything contained herein, Landlord's prior written consent shall not be required for any assignment or sublet to (a) any person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Tenant, (b) in the case of a sublet, a sublet of one half or less of the Premises; (c) any entity succeeding to Tenant as a direct

result of a merger or consolidation or asset or stock transfer or issuance of stock by Tenant; or (d) any person acquiring the stock of Tenant on any public exchange. (“Permitted Transfer”); provided that in any of such events (i.e., (a), (c) or (d)), (1) Landlord receives prior written notice of any such transactions, (2) the assignee or subtenant agrees directly with Landlord, by written instrument in form reasonably satisfactory to Landlord, to be bound by all the obligations of Tenant under this Lease including, without limitation, the covenant against further assignment and subletting (but excluding the financial obligations in the case of a subtenant, which obligations shall be governed by the terms of the sublease), (3) except in the first instance of assignment in accordance with (a) above whereby a US subsidiary of Tenant is formed and registered to do business in Massachusetts that accepts assignment of the Lease in which event the original Tenant “IOCB Prague” shall be released from its Lease obligations, in no event shall Tenant be released from its obligations under this Lease, (4) any such sublet transfer or transaction is for a legitimate, regular business purpose of Tenant, and (5) for an assignment, the involvement by Tenant or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, refinancing, transfer, leveraged buy-out or otherwise) whether or not a formal assignment or hypothecation of this Lease or Tenant’s assets occurs, will not result in a reduction of the “Net Worth” of Tenant as defined below, by an amount equal to such Net Worth of Tenant as it is represented to Landlord at the time of the execution by Landlord of this Lease, or as it exists immediately prior to said transaction or transactions constituting such reduction, at whichever time said Net Worth of Tenant was or is greater. “Net Worth” of Tenant for purposes of this section shall be the tangible net worth of Tenant (excluding any guarantors) established under generally accepted accounting principles consistently applied.

It shall not be unreasonable for Landlord to withhold its consent from any assignment or subletting where, in Landlord’s good faith opinion:

- (i) The prospective assignee’s or sub-lessee’s intended use of the Premises does not conform to the Permitted Use; or,
- (ii) The nature, character, class and standards of the prospective assignee’s or sublessee’s business will not be consistent in Landlord’s reasonable business judgment, with those of other tenants in the Building or will not conform to the mix of other tenants in the Building at that time; or,
- (iii) The financial strength and reliability of the prospective assignee or sub-lessee, excluding any additional personal or corporate guarantees, is not sufficient, in Landlord’s reasonable business judgment, to meet all of Tenant’s obligations to be performed as of and from the date of said assignment or subletting (unless in the case of an assignment, Tenant also stays liable after such assignment, in which case this shall not be considered a reasonable basis for failure to consent). Otherwise, the prospective assignee or sub-lessee must produce to Landlord’s accountants

a verified and current audited financial statement, (or if none has been prepared by within the past three years, a CPA certified current financial statement), and such other documentation as is material in making such determination; which shall be kept confidential by Landlord; or,

- (iv) The operations of the prospective assignee or sub-lessee are reasonably expected to violate any exclusive or other rights given any other tenants in the Building; or,
- (v) The failure of Landlord's mortgage lender(s) to consent to the extent such consent is required.

Except in the case of a Permitted Transfer, Landlord, in addition to Annual Base Rent and all Additional Rent, shall be entitled to fifty (50%) percent of the full amount of any and all sums assessed or collected by Tenant, in whatever form, attributable to or arising from the permitted subletting or assignment, after deduction only for (a) the gross revenue actually received by Landlord from Tenant during the period of the sublease term or with respect to the assignment, and (b) reasonable brokerage commissions and/or legal costs and any alteration costs required and actually incurred.

Notwithstanding Landlord's consent to the assignment or subletting, unless the Net Worth of the proposed assignee is comparable to that of Tenant at the time of assignment, Tenant shall remain primarily liable to Landlord for (i) the payment of all Rent and (ii) the full performance of the covenants and conditions of this Lease; and Landlord may collect all sums due as Rent directly from the assignee/subtenant.

In the event that Tenant desires to sublet all or any portion of Premises, other than in connection with a Permitted Transfer, it shall in each instance notify the Landlord in writing (the "Transfer Consent Notice"), stating the intended effective date of the proposed sublet (which shall not be less than thirty (30) days from the date of the Transfer Consent Notice to Landlord). Subject to the preceding sentence, if the proposed sublease itself (or cumulatively with other approved subleases) accounts for the sublease of greater than fifty (50%) percent of the area of the Premises, then Landlord shall have a period of thirty (30) days from the date it receives the Transfer Consent Notice to exercise in its sole discretion and without any obligation to do so an election to take back the Premises (the "Recapture Right") by giving Tenant written notice of such election within such thirty (30) day period (the "Recapture Notice"), without prejudice to or waiver of any of Landlord's rights or Tenant's continuing obligations under this Lease; provided, however, that if Landlord elects to exercise the Recapture Right, Tenant shall have the right to rescind the Transfer Consent Notice upon ten (10) days' prior written notice to Landlord, in which case, the Transfer Consent Notice shall be void and this Lease shall continue in full force and effect. If Landlord exercises the Recapture Option and Tenant does not rescind the Transfer Consent Notice, Tenant shall be irrevocably bound to surrender and vacate the Premises as if the Term of this Lease had expired on the date Tenant had set to vacate as appears in the Transfer Consent Notice to Landlord; and provided Tenant vacates and surrenders on said date, without being in default of any

Lease provision as of said date, this Lease shall be null and void and without recourse to either party (but for terms and conditions contemplated to survive termination of this Lease). Tenant shall provide Landlord with all material information relative to Landlord making an informed decision concerning said sublet, immediately upon Landlord's request. Tenant shall not be entitled to any payments, commissions, credits, or offsets of any kind arising from said sublet, nor shall any individual or entity acting by, through, or under Tenant be so entitled. Once an election is made by Landlord, Tenant shall be subject to the penalties for holding over set forth in this Lease, if it fails to vacate and surrender the Premises by the date Tenant had set to vacate as appears said notice, or if it fails to discharge (or cause its lenders or others with which Tenant has dealt to discharge) any and all recorded liens or other encumbrances, notices, or restrictions on its leasehold or contractual interest in and to the Premises as of said date.

15. Subordination. This Lease shall be subject and subordinate to any and all mortgages and related documents placed on the Building, Premises or the real property in existence as of the Effective Date or coming into existence at any time hereafter. This Section 15 shall be self-operative and no further instrument or subordination shall be required. Notwithstanding the foregoing, Landlord agrees to use commercially reasonable efforts to obtain, promptly after the execution of this Lease, a subordination, non-disturbance and attornment agreement ("SNDA") from Landlord's existing lender in the form attached to this Lease as Exhibit F. In the event that Landlord's Lender instructs Tenant in writing in accordance with the SNDA to make Rent payments directly to Lender, Landlord agrees that Tenant will have no liability to Landlord in following such instruction.

16. Lessor's Access to Premises. Landlord or agents of Landlord may upon at least twenty-four (24) hours' prior written notice (except in case of emergency in which case no prior notice shall be required) enter the Premises to (i) make repairs and alterations as Landlord is permitted or required to perform under this Lease or (ii) make repairs which Tenant is required but has failed to do (but only after notice and an opportunity to repair being provided to Tenant), or (iii) to remove any unpermitted signs that are visible outside of the Premises, and (iv) show the Premises to prospective mortgagees and appraisers, and, during the last twelve (12) months of the Term (or from and after such earlier time as Tenant informs Landlord of Tenant's intention to vacate the Premises at the end of the then-current term of the Lease), to brokers and prospective tenants. Additionally, to the extent necessary to service other portions of the Premises or the common areas or other tenant spaces in the building; Landlord may add, relocate, or maintain a chase, pipes, conduits, or ducts, within the Premises provided the same do not materially interfere with Tenant's use of the Premises or its aesthetics. If any such addition or relocation reduces the space available for use by Tenant, the amount of Annual Base Rent and Tenant's Allocable Percentage for Operating Expenses and Taxes shall be reduced accordingly. Any entry by Landlord onto the Premises for these purposes shall be done during Normal Business Hours (except in cases of emergency), in such manner as to minimally interfere with Tenant's business operations, and undertaken with reasonable steps to protect

Tenant's property. During the visit, the Landlord or any agents of the Landlord have the obligation to respect safety rules of the Premises (especially laboratory Premises) and behave in a way that will not interfere with the laboratory work (contamination, etc). The Landlord or any agents of Landlord performing the repair or services under this Section will bring their own equipment and will not borrow any equipment used in the laboratory. The Landlord or any agents of the Landlord providing repair and/or services will take all safety measures necessary for performing the job (special rules for welding, etc). In case any damage is caused to Tenant by the Landlord or agents of the Landlord as a result of their willful misconduct or negligent actions under this Section, the Landlord undertakes to indemnify the Tenant for any arisen damage.

17. Indemnification and Insurance.

17.1. Except to the extent caused by or arising as a result of the negligence or willful misconduct of Landlord or its agents, contractors or employees, Tenant shall be solely responsible as between Landlord and Tenant for deaths or personal injuries to all persons whomsoever occurring in or on the Premises from whatever cause arising, and damage to property to whomsoever belonging arising out of the use, control, condition or occupation of the Premises by Tenant; and Tenant agrees to indemnify and save harmless Landlord from any and all liability, reasonable expenses, damage, causes of action, suits, claims or judgments caused by or in any way growing out of any matters aforesaid. Landlord shall be solely responsible as between Landlord and Tenant for deaths or personal injuries to all persons whomsoever occurring in or on the Building or the property on which the Building is located resulting or arising from any negligent act or omission by Landlord, and damage to property to whomsoever belonging arising out of any negligent act or omission by Landlord; and Landlord agrees to indemnify and save harmless Tenant from any and all liability, reasonable expenses, damage, causes of action, suits, claims or judgments caused by or in any way growing out of any matters aforesaid.

17.2. During the Term of this Lease, Tenant shall procure, and keep in force and pay for:

- (a) Commercial General Liability Insurance insuring Tenant on an occurrence basis against all claims and demands for personal injury liability (including, without limitation, bodily injury, sickness, disease, and death) or damage to property which may be claimed to have occurred from and after the time Tenant and/or its contractors enter the Premises, of not less than Five Million Dollars (\$5,000,000) in the event of personal injury to any number of persons or damage to property, arising out of any one occurrence, and contain the "Amendment of the Pollution Exclusion" for damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under

this Lease as an “insured contract” for the performance of Tenant’s indemnity obligations under this Lease. Landlord may from time to time during the Term increase the coverages required of Tenant under this Lease to that customarily carried in the area in which the Premises are located on property similar to the Premises and for similar uses as those for which the Building is used and insured. Tenant may, at its commercially reasonable discretion, satisfy the coverage limits required by this Section 17.2(a) by a combination of primary commercial general liability coverage in the amount of \$2,000,000 per occurrence and excess/umbrella coverage (that is follow form to the underlying primary policy) for the remainder (to reach \$5,000,000 per occurrence), subject to the terms of this Section 17.2.

- (b) Workers’ Compensation in amounts required by the State in which the Building is located and Employer’s Liability insurance in the amount of Three Million Dollars (\$3,000,000) per occurrence. Tenant may, at its commercially reasonable discretion, satisfy the Employer’s Liability coverage limits required under this Section 17.2 by a combination of primary coverage in the amount of \$1,000,000 per occurrence and excess/umbrella coverage (that is follow form to the underlying primary policy) for the remainder, subject to the terms of this Section 17.2.
- (c) Business income and extra expense insurance in amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent tenants in the business of Tenant or attributable to prevention of access to the Premises as a result of such perils.
- (d) So called “Special Form” insurance coverage for all of the contents, furniture, furnishings, equipment, improvements, fixtures and personal property located at the Premises providing protection in an amount equal to one hundred percent (100%) of the replacement cost basis of said items (with a waiver of subrogation in favor of Landlord). If this Lease is terminated as the result of a casualty, the proceeds of said insurance attributable to the replacement of all tenant improvements installed at the Premises by Landlord or at Landlord’s cost shall be paid to Landlord.
- (e) Commercial Automobile Liability insurance insuring against liability arising out of the ownership, maintenance or use of any owned, hired, borrowed and non-owned vehicle in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit.

- (f) Any other types or forms of insurance and amounts and for insurance risks as Landlord or any mortgagees or ground lessors of Landlord may reasonably require from time to time provided it is required of all other tenants in the Building, and commercially reasonable in terms of industry, use and location.

Such insurance shall be effectuated with insurers approved by Landlord, authorized to do business in the Commonwealth of Massachusetts under valid and enforceable policies with a minimum A.M. Best's rating of "A-VIII" or better, which insurance shall name Landlord, Landlord's managing agent, Landlord's mortgagees, and entities reasonably designated by Landlord as additional insureds. Such insurance shall provide, if available, that it shall not be canceled or modified without at least thirty (30) days' prior written notice to all additional insureds. On or before the time Tenant and/or its contractors enter the Premises and thereafter not less than fifteen (15) days prior to the expiration date of each expiring policy, original copies of the policies provided for in this Section 17 issued by the respective insurers, or certificates of insurance demonstrating the required coverages and issued by such insurers together with evidence satisfactory to Landlord of the payment of all premiums for such policies, shall be delivered by Tenant to Landlord and certificates shall upon request of Landlord, be delivered by Tenant to the holder of any mortgage affecting the Premises. Tenant shall furnish Landlord with additional certificates of insurance evidencing such coverages on an annual basis as the coverages are renewed (or replaced). Failure by the Tenant to provide the certificates of insurance required by this Section 17.2 shall not be deemed to be a waiver of the requirements of this Section 17.2. Landlord is not required to request renewal certificates of insurance from Tenant prior to the expiration of each policy of insurance.

- 17.3.** Landlord and Tenant waive all rights of recovery against the other and its respective officers, partners, members, managers, agents, representatives, and employees for loss or damage to its real and personal property kept in the Building which is required to be insured by such party. Each party shall notify the insurance carrier that the foregoing waiver is contained in this Lease and shall obtain an appropriate waiver of subrogation provision in the policies.
- 17.4.** Except as otherwise provided in Section 18, there shall be no allowance to Tenant for diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to Tenant arising from any repairs, alterations, additions, replacements or improvements made by Landlord, or any related work, Tenant or others in or to any portion of the Building or Premises or any property adjoining the Building, or in or to fixtures, appurtenances, or equipment, or for failure of Landlord or others to make any repairs, alterations, additions or improvements in or to any portion of the Building, or of the Premises, or in or to such fixtures, appurtenances or equipment. In no event shall either party be responsible to the other for

punitive or consequential damages incurred by the other party as a result of any act (or failure to act) by such party.

18. Fire, Casualty, Eminent Domain. Should a substantial portion of the Premises, or of the Building of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, such that restoration is either impossible (if eminent domain) or would reasonably be likely take in excess of 7 months (for casualty), then Landlord shall give Tenant written notice with a reasonable estimate of the time to complete restoration of the Premises and indicating whether Landlord has elected to complete such restoration (“Restoration Notice”). When such fire, casualty, or taking renders the Premises substantially unsuitable for their intended use and no termination has been elected, a just and proportionate abatement of Rent and Additional Rent shall be made from the date of such damage. Tenant may elect to terminate this Lease if: (a) Landlord fails to give the Restoration Notice within sixty (60) days after the casualty or taking occurs, or (b) Landlord fails to restore the Premises to a condition substantially suitable for their intended use within one hundred eighty (180) days of said fire, casualty or taking. Notwithstanding anything to the contrary contained in this Section 18, (a) if the restoration period set forth in the Restoration Notice is less than one hundred eighty (180) days of said fire, casualty or taking, or such damage is not affecting a substantial portion of the Premises or Building, then Landlord shall commence and complete such restoration, and (b) if the restoration period set forth in the Restoration Notice is greater than one hundred eighty (180) days of said fire, casualty or taking, Landlord or Tenant may elect to commence and complete such restoration, or terminate this Lease. Landlord reserves all rights for all damages or injury to the Premises for any taking by eminent domain; except for damage to Tenant’s moveable fixtures, property or equipment, or moving expenses, which are specifically allocated to Tenant by the taking authority or arbitrators. If Tenant is unable to use a material portion of the Premises for more than two months, or expected to be unable to use a material portion of the Premises for more than two months, then Landlord shall use good faith efforts to provide Tenant with alternative space in the Building for Tenant’s use during the period of restoration, and the rent for such space shall be reasonably determined based on its size and suitability for Tenant’s needs.

19. Brokerage. A brokerage commission/fee shall be paid by Landlord to Broker pursuant to a separate agreement. Tenant and Landlord each represents and warrants to the other that they have dealt with no brokers or third persons (other than Broker) with respect to this Lease or the Premises or Building entitled to a commission as a result of this Lease, and Landlord and Tenant each agree to indemnify and hold harmless the other from any fees, expenses, or damages arising from breach of the above warranty.

20. Signage. Tenant shall have the right to have its name included at Landlord’s expense in any central directory maintained by Landlord listing the Building’s other tenants. Tenant shall also have the right to display one sign on Tenant’s office entrance door (at Tenant’s expense) consistent with similar signs of other tenants, and one sign at a mutually determined and agreed location off the

elevator on the premises floor consistent with similar signs in the Building (at Tenant's expense). Any signs or lettering in the public corridors or on the doors shall conform to Landlord's building standard design. Neither Landlord's name, nor the name of the Building or project of which the Building is a part, or the name of any other structure erected therein shall be used without Landlord's consent in any advertising material (except on business stationery or as an address in advertising matter), nor shall any such name be used in any undignified, confusing, detrimental or misleading manner.

21. Default. In the event that: (a) Tenant shall default in the payment of the Security Deposit Amount or any installment of Annual Base Rent or any Additional Rent, and such default shall continue for five (5) days after written notice (provided, however, that at Landlord's option, no such notice need be given and no such default in the payment of money shall be curable if on two (2) prior occasions in the same Lease year there had been a default in the payment of money which had been cured after notice had been given by Landlord to Tenant); or (b) Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements, or obligations under this Lease and such default shall not be corrected within thirty (30) days after written notice; provided, however, that if such failure cannot reasonably be cured within such thirty (30) day period, then Tenant shall not be in default if, and so long as, Tenant commences such cure within such 30-day period and thereafter diligently pursues such cure to completion (provided there is no material interference with the operations of the Building or any tenant of the Building during such protracted cure period); or (c) Tenant shall be declared bankrupt or insolvent according to law, or if any voluntary or involuntary petition for bankruptcy is filed against Tenant and not discharged within sixty (60) days from filing; or if any assignment shall be made of Tenant's property for the benefit of creditors (each event, a "Default"); then, while such Default continues, and without demand or further notice, Landlord shall have the right to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and to remove Tenant's effects, without being guilty of any manner of trespass and without prejudice to any remedies which might be otherwise used for arrears of rent and other default of breach of covenant. Tenant shall indemnify Landlord against all loss of Rent and other payments, which Landlord may incur by reason of such termination during the remainder of the term, it being expressly understood that Landlord shall use reasonable efforts to relet the Premises and collect all rents from such reletting. If Tenant shall Default, in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any one of the provisions in any section of this Lease after written notice and the opportunity to cure as provided herein, Landlord, without being under any obligation to do so and without waiving such Default, may after the expiration of any applicable cure period, and upon notice to Tenant of its intent to do so, remedy same for the account and at the expense of Tenant, (including but not limited to application of any or all of the Security Deposit held by Landlord). If Landlord pays or incurs any obligations for the payment of money in connection

therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of four (4%) percent above the prime rate (as reported in the Wall Street Journal or successor publication) per annum and costs, shall be paid to Landlord by Tenant as Additional Rent. Upon Default of this Lease by Tenant, and because the payment of Rent in monthly installments is for the sole convenience of Tenant, the entire balance of Rent which would accrue under this Lease shall, at the option of the Landlord, become immediately due and payable; subject however to Landlord's obligation to use reasonable efforts to mitigate its damages occasioned by said Default. Tenant shall be responsible to pay reasonable attorneys' fees incurred by Landlord in any successful action by Landlord for delinquent Rent or in the case of liquidated damages as aforesaid; and otherwise both Landlord and Tenant shall be entitled, if either is successful in its prosecution of the other, to reasonable attorneys' fees in the event of any dispute involving damages, injunctive relief or specific performance by either.

22. Notices. Notices to the parties to this Lease shall be delivered as follows. Any notice from Landlord to Tenant relating to the Premises or to the occupancy of the Premises shall be deemed duly served if delivered to Tenant by certified mail, return receipt requested, postage prepaid, or by recognized overnight commercial delivery service (e.g. FedEx), for "next day" delivery, addressed to Tenant at the addresses specified in Section 1.3. Any notice from Tenant to Landlord relating to the Premises or to the occupancy of the Premises shall be deemed duly served if delivered to Landlord by certified mail, return receipt requested, postage prepaid, or by recognized overnight commercial delivery service (e.g. FedEx), for "next day" delivery, addressed to Landlord at the address specified in Section 1.5. Notices shall be deemed given at the earlier of the date of actual delivery, or if by certified mail, three (3) business days after posting with the U.S. Postal Service. Time is of the essence in delivery of any notice, and the performance of any obligations relating to such notice. Either party may designate a different address to which notice is to be sent by providing a notice of address change to the other in accordance with this Section 22.

23. Holdover. In the event that Tenant remains in any part of the Premises after the agreed termination date of this Lease without the written permission of Landlord, then all other terms of this Lease shall continue to apply, except that Tenant shall be liable to Landlord for any loss, damages or expenses incurred by Landlord, and all Annual Base Rent shall be due in monthly installments at a rate of two hundred (200%) percent of that which would otherwise be due under this Lease, it being understood between the parties that such extended occupancy as a tenant at sufferance. For purposes of clarification, in the event Tenant exercises its option to extend the Lease for the Extended Term in accordance with Section 30.1 below, then such extension shall not constitute holdover.

24. Rules and Regulations. Tenant and Tenant's servants, employees, agents, invitees and licensees shall observe faithfully and comply strictly with such

reasonable and non-discriminatory rules and regulations governing the use of the Building and site and all common areas as Landlord may from time to time, adopt, provided that a copy of such rules and regulations has been delivered to Tenant and such rules apply on a non-discriminatory basis to all tenants of the Building. At the time of the signing of this Lease there are no current rules and regulations for the Building.

25. Outside Area Limitations. No goods or things of any type or description shall be held or stored outside the Premises at any time without the express written approval of Landlord, except bicycles which shall be stored only in the bicycle rack to be provided by Landlord.

26. Environmental Compliance; Hazardous Material.

26.1. Tenant will so conduct and operate the Premises as not to unreasonably interfere with the use and enjoyment of other portions of the same or neighboring buildings by others, by reason of offensive odors, smells, noise, accumulation of garbage or trash, vermin or other pests or otherwise and will, at its expense, employ a professional pest control service if necessary as a result of Tenant's operations. In the event Tenant fails to comply with such requirements, within the notice and cure periods provided herein, Landlord may, upon further notice, cure such failure and be reimbursed by Tenant on demand for the reasonable costs of such cure.

26.2. Tenant, at its sole cost and expense, shall comply with all Legal Requirements concerning environmental, health and safety matters (collectively, "Environmental Laws") applicable to Tenant's use and operations at the Premises including, but not limited to, any discharge into the air, surface, water, sewers, soil or groundwater of any Hazardous Material (as defined below), whether within or outside the Premises within the Building and Land. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises or otherwise in, on or at the Building or the Land by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord, except for Hazardous Material which are typically used in the operation of offices or laboratories, provided that such materials are stored, used and disposed of in strict compliance with all applicable Environmental Laws and with good scientific and medical practice and protocols. Landlord consents to Tenant's use of the Hazardous Material in the quantities listed in Exhibit G. Notwithstanding the foregoing, with respect to any of Tenant's Hazardous Material which Tenant does not properly handle, store or dispose of in compliance with all applicable Environmental Laws and good scientific and medical practice, Tenant shall, upon written notice from Landlord, no longer have the right to bring such material into the Premises, the Building or the Land until Tenant has demonstrated, to Landlord's reasonable satisfaction, that Tenant has implemented programs to thereafter properly handle, store or dispose of such

material. Landlord, at its sole cost and expense shall comply with all Legal Requirements and Environmental Laws applicable to the Building and Land generally and shall ensure that other tenants of the Building are bound by similar obligations regarding such Legal Requirements and Environmental Laws as Tenant is hereunder. Tenant shall have no liability for the failure of Landlord or any other party to violate Legal Requirements or Environmental Laws at the Building or Land.

- 26.3.** As used in this Lease, the term “Hazardous Material” means any hazardous or toxic substances, hazardous waste, environmental, biological, chemical, radioactive substances, oil, petroleum products and any waste or substance, which because of its quantitative concentration, chemical, biological, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, or that would trigger any employee or community “right-to-know” requirements adopted by any federal, state or local governing or regulatory body or which is or otherwise becomes regulated by any Environmental Law, including but not limited to the Massachusetts "Right to Know" Law, Chapter 111F of the General Laws of Massachusetts, specifically including live organisms, viruses and fungi, Medical Waste (as defined below), and so-called “biohazard” materials. The term “Hazardous Material” includes, without limitation, any material or substance which is (i) designated as a “hazardous substance” pursuant to Section 1311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (ii) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (iii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601), (iv) defined as “hazardous substance” or “oil” under Chapter 21E of the General Laws of Massachusetts, or (v) a so-called “biohazard” or Medical Waste, or is contaminated with blood or other bodily fluids; and “Environmental Laws” include, without limitation, the laws listed in the preceding clauses (i) through (iv). The term “Medical Waste” shall mean the types of waste described in any federal, state or local laws, rules and regulations and any similar type of waste. Tenant shall not cause or permit any Medical Waste to be brought, kept or used in or about the Premises or the Project by Tenant, its employees, agents, contractors or invitees except in strict compliance with all applicable Environmental Laws and with good scientific and medical practice. Tenant shall comply with all applicable and appropriate laboratory biosafety level criteria, requirements and recommendations including specific “BSL” limitations, standards, practices, safety equipment and facility requirements for the applicable BSL level pursuant to the Center for Disease Control and otherwise consistent with good scientific and medical practice (and in no event shall Tenant’s use or

occupancy involve activities that would qualify or be characterized or categorized as BSL 3 or BSL 4).

- 26.4.** Prior to the expiration of this Lease (or within thirty (30) days after any earlier termination), Tenant shall clean and otherwise decommission all interior surfaces (including floors, walls, ceilings, and counters), piping, supply lines, waste lines, Neutralization System, and plumbing in and/or exclusively serving the Premises, and all exhaust or other ductwork in and/or exclusively serving the Premises, in each case which has carried or released or been exposed to any Hazardous Material, and shall otherwise clean the Premises (to the point of ceiling penetration) so as to permit the report called for by this Section 26 to be issued. Prior to the expiration of this Lease (or within thirty (30) days after any earlier termination), Tenant, at Tenant's expense, shall obtain for Landlord a report addressed to Landlord and Landlord's designees (and, at Tenant's election, Tenant) by a reputable licensed environmental engineer or certified industrial hygienist that, in either case, is designated by Tenant and acceptable to Landlord in Landlord's reasonable discretion, which report shall be based on the environmental engineer's or industrial hygienist's inspection of the Premises and shall show: that the Hazardous Material, to the extent, if any, existing prior to such decommissioning, have been removed as necessary so that the interior surfaces of the Premises (including but not limited to floors, walls, ceilings, and counters), piping, supply lines, waste lines and plumbing, and all such exhaust or other ductwork in and/or exclusively serving the Premises, may be reused by a subsequent tenant or disposed of in compliance with applicable Environmental Laws without taking any special precautions for Hazardous Material, without incurring special costs or undertaking special procedures for demolition, disposal, investigation, assessment, cleaning or removal of Hazardous Materials and without incurring regulatory compliance requirements or giving notice in connection with Hazardous Material; and that the Premises may be reoccupied for office, research or laboratory use, demolished or renovated without taking any special precautions for Hazardous Material, without incurring special costs or undertaking special procedures for disposal, investigation, assessment, cleaning or removal of Hazardous Material and without incurring regulatory requirements or giving notice in connection with Environmental Substances. Further, for purposes of this Section: "special costs" or "special procedures" shall mean costs or procedures, as the case may be, that would not be incurred but for the nature of the Hazardous Material as Hazardous Material instead of non-hazardous materials. The report shall include reasonable detail concerning the clean-up location, the tests run and the analytic results. In addition, to the extent Tenant (or any party taking by or through Tenant) used, stored, generated or disposed of any radioactive or radiological substances on or about the Premises, such decommissioning shall also be conducted in accordance with the regulations of the U.S. Nuclear Regulatory Commission and/or the Massachusetts Department of Public Health for the control of radiation, and cause the Premises to be released for

unrestricted use by the Radiation Control Program of the Massachusetts Department of Public Health for the control of radiation, and deliver to Landlord the report of a certified industrial hygienist stating that he or she has examined the Premises (including visual inspection, Geiger counter evaluation and airborne and surface monitoring) and found no evidence that such portion contains Hazardous Material or is otherwise in violation of any Environmental Law. If Tenant fails to perform its obligations under this Section, without limiting any other right or remedy, Landlord may, on not less than ten (10) business days' prior written notice to Tenant perform such obligations at Tenant's expense, and Tenant shall promptly reimburse Landlord upon demand for all costs and expenses reasonably incurred together with an administrative charge of twelve percent (12%) of the cost of such performance. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

- 26.5.** Prior to the expiration of this Lease (or within thirty (30) days after any earlier termination), Tenant shall provide to Landlord a copy of its most current chemical waste removal manifest and a certification from Tenant executed by an officer of Tenant that no Hazardous Material or other potentially dangerous or harmful chemicals brought onto the Premises from and after the date that Tenant first took occupancy of the Premises remain in the Premises.
- 26.6.** Landlord shall have the right to conduct annual tests of the Premises to determine whether any contamination of the Premises, the Building or the Land has occurred in violation of any Environmental Laws as a result of Tenant's use (or more frequently if Landlord has a reasonable basis to suspect that contamination may have occurred). Tenant shall be required to pay the cost of such annual test of the Premises if Tenant has violated any Environmental Laws or is in default of its obligations under this Section 26.
- 26.7.** Except to the extent any of the following is caused by Landlord, its employees, contractors, invitees or agents ("Landlord Parties") or any other tenant or occupant or invitee at the Building or Land not a Tenant party, Tenant covenants and agrees to indemnify, defend and hold Landlord and its employees, partners, agents, contractors, lenders and ground lessors (said persons and entities are collectively referred to as the "Indemnified Parties") harmless from any and all liabilities, losses, costs, damages, claims, loss of rents, liens, judgments, penalties, fines, settlement costs, investigation costs, the cost of consultants and experts, reasonable attorney's fees, court costs and other legal expenses, the effects of environmental contamination, the cost of environmental testing, the removal, remediation and/or abatement of Hazardous Material and/or Medical Waste), insurance policy deductibles and other expenses (collectively "Losses") arising out of or related to an "Indemnified Matter" (as defined below). For purposes of this Section 26.7 (i), an "Indemnified Matter" shall mean any matter for which one or more of the Indemnified Parties incurs liability or Losses if the liability or Losses arise out of or involve, directly or indirectly, (i) the presence of any Hazardous

Material and/or Medical Waste on or about the Premises (or the Building), the presence of which is caused or permitted by Tenant or its employees, agents, contractors or invitees (all of said persons or entities are collectively referred to as “Tenant Parties”), (ii) Tenant Parties’ use or occupancy of the Premises, the Building or the Land, (iii) Tenant’s failure to perform any of its obligations under this Section 26 or any other provision relating to Hazardous Material and/or Medical Waste, (iv) the existence, use or disposal of any Hazardous Material and/or Medical Waste brought on to the Building or the Land by a Tenant Party, or (v) any other matters for which Tenant has agreed to indemnify Landlord or any Indemnified Party pursuant to any other provision of this Lease relating to Hazardous Material and/or Medical Waste. This indemnification of the Indemnified Parties by Tenant includes, without limitation, reasonable costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material and/or Medical Waste present in the soil or ground water on or under the Premises, the Building or the Land based upon the circumstances identified In this Section 26.7.

Landlord represents to Tenant that it has received no written notices indicating that any part of the Building or Land contain any Hazardous Materials in violation of any Legal Requirements nor any written notices from any governmental, regulatory or municipal entity that the Property is in violation of any applicable Legal Requirements. Landlord covenants and agrees to indemnify, defend and hold Tenant and its employees, partners, agents, contractors, and lenders (the “Tenant Indemnified Parties”) harmless from and against all liabilities, losses, costs, damages, claims, liens, judgments, penalties, fines, settlement costs, investigation costs, the costs of consultants and experts, reasonable attorneys’ fees, court costs and other legal expenses which may be incurred by Tenant Indemnified Parties arising from any release, presence or existence of Hazardous Materials which existed at the Property prior to Tenant’s occupation of the Premises or which is or was caused by Landlord or its agents.

The indemnities in this Section are intended to apply to the fullest extent permitted by applicable law. The provisions of this Section 26 shall survive the expiration or termination of this Lease.

27. Surrender. Subject to and without limiting Section 13, Tenant shall at the expiration or other termination of this Lease (i) remove all of Tenant’s goods and effects from the Premises including all of the personal property items as to which title was transferred to Tenant under that certain Bill of Sale, the form of which is attached as Exhibit D to this Lease, and (ii) deliver to Landlord the Premises, all keys, locks, and other fixtures and equipment contained in the Premises, and all alterations, additions and improvements made to or upon the Premises, including but not limited to any offices, partitions, cold room, plumbing and plumbing

fixtures, air conditioning equipment and ductwork of any type, exhaust fans or heaters, burglar alarms, telephone wiring, wooden or metal shelving which has been bolted, welded or otherwise attached to any concrete or steel member of the Building, compressors, air or gas distribution piping, cabinetry (except Tenant may remove its biosafety cabinets and incubators), overhead cranes, hoists, trolleys or conveyors, counters or signs attached to walls or floors, and all electrical work, including but not limited to lighting fixtures of any type, wiring, conduit, EMT, distribution panels, bus ducts, raceways, outlets and disconnects, and excluding the compressors, and any built-in component work stations that Tenant may install during the term, but excluding any Alterations designated under Section 11 at the time of their approval to be removed by Tenant and further excluding any hard-wired or hard-plumbed equipment purchased, paid for and installed by Tenant, such as chemical fume hoods, (but excluding any fume hoods provided and installed by Landlord) as long as Tenant restores the Premises to the condition that it was in prior to the installation of such equipment, reasonable wear and tear and damage by fire or other casualty excepted. Tenant shall deliver the Premises reasonable wear and tear and damage by fire or other casualty only excepted. In the event of Tenant's failure to remove any of Tenant's property from the Premises, Landlord is authorized, without liability to Tenant for loss or damage to Tenant's property and at the sole risk of Tenant, after at least five (5) days prior notice to Tenant, to remove and store any such property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due under this Lease, or to destroy such property which shall be conclusively deemed to have been abandoned.

28. Quiet Enjoyment. Landlord covenants that if, and so long as, Tenant keeps and performs each and every covenant, agreement, term, provision and condition of this Lease contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy the Premises without hindrance or molestation by Landlord or any party claiming by, through or under Landlord or any party claiming a superior interest to the Landlord, subject to the terms and conditions of this Lease. Landlord represents and warrants to Tenant that (i) no consents of any third party are required for Landlord to enter into this Lease; (ii) Landlord has the right, power and authority to enter into this Lease and commit to its obligations herein; and (iv) the Premises will be delivered to Tenant free and clear of the interests of any other tenants or occupants.

29. Intentionally Omitted.

30. Option to Extend.

30.1. Tenant, provided it is not then in default under this Lease after notice and the expiration of any applicable cure period, or has not defaulted after notice and the expiration of any applicable cure period more than two (2) times in any

calendar year, shall have an option to extend its tenancy as to the Premises, for one additional period of sixty (60) months at the then current "Market Rent" (including annual escalations thereon for each year of the extended term based on increases in the consumer price index or fixed increases, as the case may be, in accordance with then prevailing market forces) (the "Extended Term"). The Extended Term shall commence, subject to proper exercise of Tenant's option under this Section 31.1, on the Termination Date of the original Term, and shall terminate on that date which is sixty (60) months after the date that the original Term expires. Tenant shall exercise its option by delivering to Landlord its written notice not later than twelve (12) full months prior to the original Termination Date. Once delivered, written notice to extend is irrevocable.

30.2. "Market Rent" as used in this Lease shall be that rent charged for comparable first-class research laboratory and office space in the mid-Cambridge submarket as of the end of the original Term; but in no event shall "Market Rent" for the Extended Term be less than that figure payable by Tenant during the last Lease Year of the original Term. If, after good faith attempts, but no later than sixty (60) days prior to the expiration of the original Term, the Landlord and Tenant cannot agree on a figure representing Market Rent, then either party, upon written notice to the other, may request arbitration of the issue as provided in this section. Within fourteen (14) days of the request for arbitration, each party shall submit to the other the name of one unrelated individual or entity with proven expertise in the leasing of commercial real estate in greater Boston/Cambridge to serve as that party's appraiser. Each appraiser shall be paid by the party selecting him or it. The two appraisers shall each submit their final reports to the parties within thirty (30) days of their selection. The two appraisers shall meet within the next fourteen (14) days to reconcile their reports and collaboratively determine the Market Rent. They shall make their determination in writing, including a statement if such is the case, that they are at an impasse. Such a statement of impasse shall be submitted to the parties along with the Market Rent figure which each appraiser has selected and his reasons and substantiation therefor. The appraisers, in case of an impasse, shall also agree on one unrelated individual or entity with expertise in commercial real estate in greater Boston, who shall evaluate the reports of the two original appraisers and within fourteen (14) days of submission of the issue to him, and make his own determination as to the figure representing Market Rent. The determination of this individual or entity (i.e. arbitrator) absent, fraud, bias or undue prejudice shall be binding upon the parties.

30.3. Annual Base Rent and Additional Rent during any Extended Term shall be payable in advance, in equal monthly installments on the first day of each calendar month. Tenant in addition to the sums payable annually to Landlord as Annual Base Rent, shall pay to Landlord for each year of any Extended Term, as Additional Rent, Tenant's Allocable Percentage (as determined by

the approximate total rentable space leased) for Operating Expenses and Taxes and all other sums due under this Lease.

31. Miscellaneous Provisions. The invalidity or unenforceability of any provision of this Lease shall not affect or render invalid or unenforceable any other provision of this Lease. The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties to this Lease and their respective successors and assigns, except that Landlord shall be liable only for obligations occurring while Landlord is landlord under this Lease. The obligations of Landlord and Tenant under this Lease shall not be binding upon any director, officer, shareholder, partner, Trustee or beneficiary of such party. Nothing contained in this Lease shall be deemed or construed to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant. This Lease shall not be recorded by Tenant or anyone acting through, under or on behalf of Tenant. Landlord agrees (a) to execute a notice of lease in recordable form as set forth in Exhibit I attached hereto, for filing with the Middlesex South Registry District of the Land Court; and (b) to the recording of a copy of this Lease with all the business data and financial terms redacted with the Register of Contracts pursuant to Czech Law No. 340/2015 Col.

32. Waivers and Legal Limitations. No consent or waiver, express or implied, by Landlord or Tenant, to or of any other breach of the other party of any covenant, condition or duty of that party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. If Tenant is several persons or a partnership, Tenant's obligations are joint or partnership and also several. "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and as Tenant respectively, and their respective heirs, executors, administrators, successors and assigns.

33. Landlord's Inability to Perform; Liability Limitation.

33.1. Except as expressly provided otherwise in this Lease, this Lease and the obligations of Tenant to pay rent and perform all the other covenants, agreements, terms, provisions and conditions of this Lease on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease or is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make or is delayed in making any repairs, replacements, additions, alterations, improvements or decorations or is unable to supply or is delayed in supplying any equipment or fixtures but only to the extent Landlord is prevented or delayed from so doing any of the foregoing in each case by reason of event(s) of Force Majeure. In each such instance of inability of Landlord to perform, Landlord shall exercise reasonable diligence to eliminate the cause of such inability to perform. As used in this Lease, an event or events of "Force Majeure" shall include strike

or labor troubles, lockout, breakdown, accident, order, preemption or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war, civil commotion, pandemic or other emergency, or other extraordinary conditions of supply and demand, extraordinary weather conditions, so-called acts of God, or for any other cause beyond Landlord's reasonable control.

- 33.2.** Tenant shall neither assert nor seek to enforce any claim against Landlord, or Landlord's agents or employees, or the assets of Landlord or of Landlord's agents or employees, for breach of this Lease or otherwise, other than against Landlord's interest in the Land and Building of which the Premises are a part and in the uncollected rents, issues and profits of the Building and Land, and Tenant agrees to look solely to such interest for the satisfaction of any liability of Landlord under this Lease, it being specifically agreed that in no event shall Landlord or Landlord's agents or employees (or any of the officers, trustees, directors, partners, beneficiaries, joint venturers, members, stockholders or other principals or representatives, and the like, disclosed or undisclosed, thereof) ever be personally liable for any such liability. This paragraph shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or to take any other action which shall not involve the personal liability of Landlord to respond in monetary damages from Landlord's assets other than the Landlord's interest in said real estate, as aforesaid. In no event shall either party or its agents or employees (or any of the officers, trustees, directors, partners, beneficiaries, joint venturers, members, stockholders or other principals or representatives and the like, disclosed or undisclosed, thereof) ever be liable for consequential or incidental damages. Without limiting the foregoing, in no event shall either Tenant or Landlord or their agents or employees (or any of the officers, trustees, directors, partners, beneficiaries, joint venturers, two managers, members, stockholders or other principals or representatives and the like, disclosed or undisclosed, thereof) ever be liable for lost profits of the other party.
- 33.3.** Landlord shall not be deemed to be in default of any Lease obligations unless Tenant has given Landlord written notice of such default, and Landlord has failed to cure such default within thirty (30) days after Landlord receives such notice or such longer period of time as Landlord may reasonably require to cure such default so long as Landlord has promptly commenced such cure within such 30 days and diligently and continuously prosecuted it to completion thereafter. However, for any failure to perform by Landlord that adversely affects Tenant's ability to operate in the Premises, Landlord's cure period shall be ten (10) days after written notice or such longer period of time as Landlord may reasonably require to cure such default so long as Landlord has promptly commenced such cure within such 10 days and diligently and continuously prosecuted it to completion thereafter. Except as otherwise

expressly provided in this Lease, in no event shall Tenant have the right to terminate this Lease; however, solely in the event of Tenant's inability to operate in the Premises or portion thereof, after the initial 10-day cure period described above, Tenant shall have the ability, upon written notice to Landlord as to those circumstances, to abate Annual Base Rent in direct proportion to the percentage of the Premises that Tenant is unable to use. This Lease shall be construed as though Landlord's covenants contained in this Lease are independent and not dependent and Tenant waives the benefit of any law to the contrary.

34. Estoppel Certificates. Upon not less than fifteen (15) days' prior written request by either party, the other party shall execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect and that neither party is in default of its obligations (or stating if a party is in default if one is) and that Tenant has at the time of such statement no defenses, offsets or counterclaims against its obligations to pay Annual Base Rent and Additional Rent and any other charges (in the case of any such certificate to be delivered by Tenant) and to perform its other covenants under this Lease (or, if there have been any modifications that the same is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets or counterclaims, setting them forth in reasonable detail), and the dates to which the Annual Base Rent and Additional Rent and other charges have been paid. Any such statement delivered pursuant to this Section may be relied upon by any prospective purchase or mortgagee of the Premises, or any prospective assignee of any such mortgagee or, as applicable the Landlord or Tenant.

35. Governing Law. This Lease constitutes the full and complete agreement between the parties shall be governed by the internal laws of the Commonwealth of Massachusetts. All claims, controversies or disputes that arise out of or relate to this Lease or any other aspect of the commercial economic or other relationship of Landlord and Tenant shall be heard only in the state and federal courts located in the Commonwealth of Massachusetts to the exclusion of all other courts and fora. Tenant acknowledges and agrees that the final judgment of any such court shall be binding upon Tenant. Tenant irrevocably appoints Corporation Service Company at 84 State Street, Boston, MA 02109 ("Agent for Service of Process"), which Agent for Service of Process must have an address in the Commonwealth of Massachusetts, as its agent for service of process in any court action arising out of or related to this Lease. Any provision of this Lease which is deemed void or unenforceable shall not invalidate or render void or unenforceable the entire Lease.

36. Expenses Incurred by Landlord/Tenant Upon Tenant/Landlord Requests. Tenant shall, upon demand, reimburse Landlord for all reasonable expenses, including, without limitation, legal fees (capped at \$3,500 in each instance), incurred by Landlord in connection with all requests by Tenant for consents,

approvals or execution of collateral documentation related to this Lease, including, without limitation, (a) costs incurred by Landlord in the review and approval of Tenant's plans and specifications in connection with proposed alterations to be made by Tenant to the Premises, other than for the initial alterations, (b) requests by Tenant to sublet the Premises or assign its interest in this Lease, and (c) requests by Tenant for Landlord to execute waivers of Landlord's interest in Tenant's property in connection with third party financing by Tenant. Such costs shall be deemed to be Additional Rent under this Lease.

Landlord shall, upon demand, reimburse Tenant for all reasonable expenses, including, without limitation, legal fees (capped at \$3,500 in each instance), incurred by Tenant in connection with all requests by Landlord other than estoppels for consents, approvals or execution of collateral documentation related to this Lease, including, without limitation, (a) requests by Landlord to assign its interest in this Lease, and (b) requests by Landlord for Tenant to amend this Lease.

37. Waiver of Jury Trial. LANDLORD AND TENANT WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR TENANT AGAINST LANDLORD ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

38. Electronic Signatures. This Lease may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or the same counterpart provided that all parties are furnished a copy or copies of this Lease reflecting the signature of all parties and that Tenant receives a wet ink signature page from the Landlord in order to make a fully signed hard copy original for its records within a month of full execution. Transmission of a facsimile or by email of a Portable Document Format (PDF) (or similar electronic counterpart including DocuSign) copy of the signed counterpart of this Lease shall be deemed the equivalent of the delivery of the original, and any party so delivering a facsimile or PDF (or similar electronic counterpart) copy of the signed counterpart of this Lease by email transmission shall in all events deliver to the other party an original signature promptly upon request, so long as a hard copy original is provided thereafter to Tenant's counsel for purposes of recording with the Register of Contracts as referenced in Section 31 above. The exchange of executed copies of this Lease or any subsequent amendment or modification of this Lease by facsimile, DocuSign or PDF (or other electronic means) transmission shall constitute effective execution and delivery of this Lease

or such amendment or modification, as applicable, as to the parties for all purposes.

[Execution Pages Follow]

This Lease is executed as an instrument under seal as of the Effective Date.

Landlord

RIVERTECH ASSOCIATES II, LLC

By Rivertech Associates II, Inc.,
its duly authorized Manager

By: _____

Audrey Epstein Reny
Authorized Signatory

Tenant

**ÚSTAV ORGANICKÉ CHEMIE A BIOCHEMIE AV ČRA, V.V.I.
(INSTITUTE OF ORGANIC CHEMISTRY AND BIOCHEMISTRY
OF THE CZECH ACADEMY OF SCIENCES)**

By: _____

Name:

Title:

Hereunto Duly Authorized

EXHIBIT A

PREMISES PLAN

EXHIBIT B

EXHIBIT C

RESERVED

EXHIBIT D

FORM OF BILL OF SALE

SCHEDULE I

**IN THE OFFICE AND LAB SPACE, ALL EXISTING FURNITURE AND
OFFICE ITEMS INCLUDING:**

EXHIBIT E

EXHIBIT F

FORM OF SNDA

EXHIBIT G

PERMITTED ITEMS

EXHIBIT H

FORM OF NOTICE OF LEASE

EXHIBIT A-1 to Notice of Lease

EXHIBIT A-2 to Notice of Lease

LEASE AREA

The Premises shall mean the portion of the Building delineated in the Site Plan below.

EXHIBIT I

LANDLORD'S WIRE INSTRUCTIONS

EXHIBIT J

COMMENCEMENT DATE AGREEMENT