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UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2018

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number 001-35299

ALKERMES PUBLIC LIMITED COMPANY

(Exact name of registrant as specified in its charter)

Ireland	**98-1007018**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

Connaught House
1 Burlington Road
Dublin 4, Ireland
(Address of principal executive offices)

+ 353-1-772-8000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days: Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files): Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐ Emerging growth company ☐

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act): Yes ☐ No ☒

The number of the registrant's ordinary shares, $0.01 par value, outstanding as of April 20, 2018 was 155,037,850 shares.

ALKERMES PLC AND SUBSIDIARIES
QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTERLY PERIOD ENDED MARCH 31, 2018

Cautionary Note Concerning Forward-Looking Statements

This document contains and incorporates by reference "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). In some cases, these statements can be identified by the use of forward-looking terminology such as "may," "will," "could," "should," "would," "expect," "anticipate," "continue," "believe," "plan," "estimate," "intend," or other similar words. These statements discuss future expectations, and contain projections of results of operations or of financial condition, or state trends and known uncertainties or other forward-looking information. Forward-looking statements in this Quarterly Report on Form 10-Q ("Form 10-Q") include, without limitation, statements regarding:

- our expectations regarding our financial performance, including revenues, expenses, gross margins, liquidity, capital expenditures and income taxes;
- our expectations regarding our products, including the development, regulatory (including expectations about regulatory filings, regulatory approvals and regulatory timelines), therapeutic and commercial scope and potential of such products and the costs and expenses related thereto;
- our expectations regarding the initiation, timing and results of clinical trials of our products;
- our expectations regarding the competitive landscape, and changes therein, related to our products, including competition from generic forms of our products, our development programs, and our industry generally;
- our expectations regarding the financial impact of currency exchange rate fluctuations and valuations;
- our expectations regarding future amortization of intangible assets;
- our expectations regarding our collaborations, licensing arrangements and other significant agreements with third parties relating to our products, including our development programs;
- our expectations regarding the impact of new legislation and related regulations, including the Tax Cuts and Jobs Act of 2017, and the adoption of new accounting pronouncements;
- our expectations regarding near-term changes in the nature of our market risk exposures or in management's objectives and strategies with respect to managing such exposures;
- our ability to comply with restrictive covenants of our indebtedness and our ability to fund our debt service obligations;
- our expectations regarding future capital requirements and capital expenditures and our ability to finance our operations and capital requirements;
- our expectations regarding the timing, outcome and impact of administrative, regulatory, legal and other proceedings related to our patents, other proprietary and intellectual property ("IP") rights, and our products, including the commercialization of such products; and
- other factors discussed elsewhere in this Form 10-Q.

Actual results might differ materially from those expressed or implied by these forward-looking statements because these forward-looking statements are subject to risks, assumptions and uncertainties. These risks, assumptions and uncertainties include, among others: the unfavorable outcome of litigation, including so-called "Paragraph IV" litigation and other patent litigation, related to any of our products, which may lead to competition from generic drug manufacturers; data from clinical trials may be interpreted by the United States ("U.S.") Food and Drug Administration ("FDA") in different ways than we interpret it; the FDA may not agree with our regulatory approval strategies or components of our filings for our products, including our clinical trial designs, conduct and methodologies and, for ALKS 5461, evidence of efficacy and adequacy of bridging to buprenorphine; clinical development activities may not be completed on time or at all; the results of our clinical development activities may not be positive, or predictive of real-world results or of results in subsequent clinical trials; regulatory submissions may not occur or be submitted in a timely manner; the company and its licensees may not be able to continue to successfully commercialize their products; there may be a reduction in payment rate or reimbursement for the company's products or an increase in the company's financial obligations to governmental payers; the FDA or regulatory authorities outside the U.S. may make adverse decisions regarding the company's products; the company's products may prove difficult to manufacture, be precluded from commercialization by the proprietary rights of third parties, or have unintended side effects, adverse reactions or incidents of misuse; and those risks, assumptions and uncertainties described under the heading "Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2017 (the "Annual Report") and in subsequent filings made by the company with the U.S. Securities and Exchange Commission ("SEC"), which are

available on the SEC's website at www.sec.gov. You are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date of this Form 10-Q. All subsequent written and oral forward-looking statements concerning the matters addressed in this Form 10-Q and attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Except as required by applicable law or regulation, we do not undertake any obligation to update publicly or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

This Form 10-Q includes data that we obtained from industry publications and third-party research, surveys and studies. Industry publications and third-party research, surveys and studies generally indicate that their information has been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. This Form 10-Q also includes data based on our own internal estimates and research. Our internal estimates and research have not been verified by any independent source, and, while we believe the industry publications and third-party research, surveys and studies are reliable, we have not independently verified such data. Such third-party data and our internal estimates and research are necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those described in "Item 1A—Risk Factors" in our Annual Report and in subsequent reports filed with the SEC. These and other factors could cause our results to differ materially from those expressed in the estimates included in this Form 10-Q.

Note Regarding Company and Product References

Alkermes plc (as used in this report, together with our subsidiaries, "Alkermes," the "Company," "us," "we" and "our") is a fully integrated, global biopharmaceutical company that applies its scientific expertise and proprietary technologies to research, develop and commercialize, both with partners and on its own, pharmaceutical products that are designed to address unmet medical needs of patients in major therapeutic areas. We have a diversified portfolio of marketed drug products and a clinical pipeline of product candidates that address central nervous system ("CNS") disorders such as schizophrenia, depression, addiction and multiple sclerosis ("MS"). Except as otherwise suggested by the context, (a) references to "products" or "our products" in this Form 10-Q include our marketed products, marketed products using our proprietary technologies, our product candidates, product candidates using our proprietary technologies, development products and development products using our proprietary technologies, (b) references to the "biopharmaceutical industry" are intended to include reference to the "biotechnology industry" and/or the "pharmaceutical industry" and (c) references to "licensees" are used interchangeably with references to "partners."

Note Regarding Trademarks

We are the owner of various U.S. federal trademark registrations ("®") and other trademarks ("™"), including ALKERMES®, ARISTADA®, LinkeRx®, NanoCrystal® and VIVITROL®.

The following are trademarks of the respective companies listed: AMPYRA® and FAMPYRA®—Acorda Therapeutics, Inc. ("Acorda"); BYDUREON® —Amylin Pharmaceuticals, LLC; INVEGA SUSTENNA®, INVEGA TRINZA®, TREVICTA®, XEPLION®, and RISPERDAL CONSTA®—Johnson & Johnson (or its affiliates); TECFIDERA®—Biogen MA Inc. (together with its affiliates, "Biogen"); and ZYPREXA®—Eli Lilly and Company. Other trademarks, trade names and service marks appearing in this Form 10-Q are the property of their respective owners. Solely for convenience, the trademarks and trade names in this Form 10-Q are referred to without the ® and ™ symbols, but such references should not be construed as any indicator that their respective owners will not assert, to the fullest extent under applicable law, their rights thereto.

PART I. FINANCIAL INFORMATION
Item 1. Condensed Consolidated Financial Statements:

ALKERMES PLC AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(unaudited)

	March 31, 2018	December 31, 2017
	(In thousands, except share and per share amounts)	
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 186,505	$ 191,296
Investments—short-term	218,057	242,208
Receivables, net	214,160	233,590
Contract assets	26,069	—
Inventory	84,884	93,275
Prepaid expenses and other current assets	46,463	48,475
Total current assets	776,138	808,844
PROPERTY, PLANT AND EQUIPMENT, NET	289,621	284,736
INTANGIBLE ASSETS, NET	240,099	256,168
INVESTMENTS—LONG-TERM	137,473	157,212
GOODWILL	92,873	92,873
CONTINGENT CONSIDERATION	82,900	84,800
DEFERRED TAX ASSETS	100,504	98,560
OTHER ASSETS	16,950	14,034
TOTAL ASSETS	$ 1,736,558	$ 1,797,227
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable and accrued expenses	$ 268,166	$ 286,166
Long-term debt—short-term	2,843	3,000
Contract liabilities—short-term	3,521	1,956
Total current liabilities	274,530	291,122
LONG-TERM DEBT	278,088	278,436
OTHER LONG-TERM LIABILITIES	21,883	19,204
CONTRACT LIABILITIES—LONG-TERM	6,166	5,657
Total liabilities	580,667	594,419
COMMITMENTS AND CONTINGENCIES (Note 14)		
SHAREHOLDERS' EQUITY:		
Preferred shares, par value, $0.01 per share; 50,000,000 shares authorized; zero issued and outstanding at March 31, 2018 and December 31, 2017, respectively	—	—
Ordinary shares, par value, $0.01 per share; 450,000,000 shares authorized; 157,313,318 and 156,057,632 shares issued; 155,003,983 and 154,009,456 shares outstanding at March 31, 2018 and December 31, 2017, respectively	1,570	1,557
Treasury shares, at cost (2,309,335 and 2,048,176 shares at March 31, 2018 and December 31, 2017, respectively)	(105,071)	(89,347)
Additional paid-in capital	2,372,083	2,338,755
Accumulated other comprehensive loss	(4,129)	(3,792)
Accumulated deficit	(1,108,562)	(1,044,365)
Total shareholders' equity	1,155,891	1,202,808
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 1,736,558	$ 1,797,227

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

ALKERMES PLC AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(unaudited)

	Three Months Ended March 31,	
	2018	2017
	(In thousands, except per share amounts)	
REVENUES:		
Manufacturing and royalty revenues	$ 114,601	$ 114,679
Product sales, net	91,842	76,456
Research and development revenue	18,707	643
Total revenues	225,150	191,778
EXPENSES:		
Cost of goods manufactured and sold (exclusive of amortization of acquired intangible assets shown below)	44,476	40,412
Research and development	108,346	104,835
Selling, general and administrative	118,147	102,099
Amortization of acquired intangible assets	16,069	15,302
Total expenses	287,038	262,648
OPERATING LOSS	(61,888)	(70,870)
OTHER EXPENSE, NET:		
Interest income	1,485	943
Interest expense	(5,487)	(2,764)
Change in the fair value of contingent consideration	(1,900)	1,600
Other income (expense), net	792	(1,499)
Total other expense, net	(5,110)	(1,720)
LOSS BEFORE INCOME TAXES	(66,998)	(72,590)
INCOME TAX BENEFIT	(4,493)	(3,709)
NET LOSS	$ (62,505)	$ (68,881)
LOSS PER ORDINARY SHARE:		
Basic and diluted	$ (0.40)	$ (0.45)
WEIGHTED AVERAGE NUMBER OF ORDINARY SHARES OUTSTANDING:		
Basic and diluted	154,424	152,704
COMPREHENSIVE LOSS:		
Net loss	$ (62,505)	$ (68,881)
Holding (loss) gain, net of a tax (benefit) provision of $(100) and $23, respectively	(336)	72
COMPREHENSIVE LOSS	$ (62,841)	$ (68,809)

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

ALKERMES PLC AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)

	Three Months Ended March 31,	
	2018	2017
	(In thousands)	
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (62,505)	$ (68,881)
Adjustments to reconcile net loss to cash flows from operating activities:		
Depreciation and amortization	25,722	23,763
Share-based compensation expense	20,042	21,169
Deferred income taxes	(4,101)	(1,215)
Change in the fair value of contingent consideration	1,900	(1,600)
Loss on debt refinancing	2,298	—
Payment made for debt refinancing	(1,840)	—
Other non-cash charges	(75)	1,623
Changes in assets and liabilities:		
Receivables	19,430	14,615
Contract assets	(16,959)	—
Inventory	(431)	(733)
Prepaid expenses and other assets	890	(2,901)
Accounts payable and accrued expenses	(14,123)	(1,730)
Contract liabilities	245	(105)
Other long-term liabilities	2,669	2,248
Cash flows used in operating activities	(26,838)	(13,747)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Additions of property, plant and equipment	(18,485)	(9,382)
Proceeds from the sale of equipment	324	3
Purchases of investments	(35,995)	(30,161)
Sales and maturities of investments	79,500	55,000
Cash flows provided by investing activities	25,344	15,460
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from the issuance of ordinary shares under share-based compensation arrangements	13,164	7,114
Employee taxes paid related to net share settlement of equity awards	(15,724)	(13,148)
Payment made for debt refinancing	(737)	—
Principal payments of long-term debt	—	(750)
Cash flows used in financing activities	(3,297)	(6,784)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(4,791)	(5,071)
CASH AND CASH EQUIVALENTS—Beginning of period	191,296	186,378
CASH AND CASH EQUIVALENTS—End of period	$ 186,505	$ 181,307
SUPPLEMENTAL CASH FLOW DISCLOSURE:		
Non-cash investing and financing activities:		
Purchased capital expenditures included in accounts payable and accrued expenses	$ 7,516	$ 4,978

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

ALKERMES PLC AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Unaudited)

1. THE COMPANY

Alkermes plc is a fully integrated, global biopharmaceutical company that applies its scientific expertise and proprietary technologies to research, develop and commercialize, both with partners and on its own, pharmaceutical products that are designed to address unmet medical needs of patients in major therapeutic areas. The Company has a diversified portfolio of marketed drug products and a clinical pipeline of product candidates that address CNS disorders such as schizophrenia, depression, addiction and MS. Headquartered in Dublin, Ireland, Alkermes has a research and development ("R&D") center in Waltham, Massachusetts; an R&D and manufacturing facility in Athlone, Ireland; and a manufacturing facility in Wilmington, Ohio.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying condensed consolidated financial statements of the Company for the three months ended March 31, 2018 and 2017 are unaudited and have been prepared on a basis substantially consistent with the audited financial statements for the year ended December 31, 2017. The year-end condensed consolidated balance sheet data, which is presented for comparative purposes, was derived from audited financial statements, but does not include all disclosures required by accounting principles generally accepted in the U.S. (commonly referred to as "GAAP"). In the opinion of management, the condensed consolidated financial statements include all adjustments, which are of a normal recurring nature, that are necessary to state fairly the results of operations for the reported periods.

These financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto of the Company, which are contained in the Company's Annual Report that has been filed with the SEC. The results of the Company's operations for any interim period are not necessarily indicative of the results of the Company's operations for any other interim period or for a full fiscal year.

Principles of Consolidation

The condensed consolidated financial statements include the accounts of Alkermes plc and its wholly-owned subsidiaries as disclosed in Note 2, *Summary of Significant Accounting Policies*, in the "Notes to Consolidated Financial Statements" accompanying the Company's Annual Report. Intercompany accounts and transactions have been eliminated.

Use of Estimates

The preparation of the Company's condensed consolidated financial statements in accordance with GAAP requires management to make estimates, judgments and assumptions that may affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. On an ongoing basis, the Company evaluates its estimates, judgments and methodologies, including those related to revenue recognition and related allowances, its collaborative relationships, clinical trial expenses, the valuation of inventory, impairment and amortization of intangibles and long-lived assets, share-based compensation, income taxes including the valuation allowance for deferred tax assets, valuation of investments, contingent consideration and litigation. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results may differ from these estimates under different assumptions or conditions.

Segment Information

The Company operates as one business segment, which is the business of developing, manufacturing and commercializing medicines. The Company's chief decision maker, the Chairman of the Board and Chief Executive Officer, reviews the Company's operating results on an aggregate basis and manages the Company's operations as a single operating unit.

ALKERMES PLC AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Unaudited) (Continued)

Income Taxes

The Company's income tax benefit in the three months ended March 31, 2018 and 2017 primarily relates to U.S. federal and state taxes. The Company records a deferred tax asset or liability based on the difference between the financial statement and tax basis of its assets and liabilities, as measured by enacted jurisdictional tax rates assumed to be in effect when these differences reverse. At March 31, 2018, the Company maintained a valuation allowance against certain of its U.S. and foreign deferred tax assets. The Company evaluates, at each reporting period, the need for a valuation allowance on its deferred tax assets on a jurisdiction-by-jurisdiction basis.

New Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board ("FASB") or other standard-setting bodies that are adopted by the Company as of the specified effective date. Unless otherwise discussed, the Company believes that the impact of recently issued guidance that are not yet effective will not have a material impact on its financial position or results of operations upon adoption.

In May 2014, the FASB issued guidance that outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance, including industry-specific guidance. The guidance ("Topic 606") is based on the principle that an entity should recognize revenue to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The guidance also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to fulfill a contract. Numerous updates have been issued subsequent to the initial guidance that provide clarification on a number of specific issues and require additional disclosures. The two permitted transition methods under the new guidance are the full retrospective method, in which case the guidance would be applied to each prior reporting period presented and the cumulative effect of applying the guidance would be recognized at the earliest period shown, or the modified retrospective method, in which case the cumulative effect of applying the guidance would be recognized at the date of initial application. In July 2015, the FASB approved the deferral of the new guidance's effective date by one year. The new guidance became effective for annual reporting periods beginning after December 15, 2017.

Effective January 1, 2018, the Company adopted the requirements of Topic 606 using the modified retrospective method. As part of the adoption, the Company reviewed all contracts that were not yet completed as of the date of initial application in determining the cumulative-effect impact related to the adoption of Topic 606. The cumulative-effect impact recorded to retained earnings resulted in an adjustment of approximately $0.8 million, which was primarily due to the acceleration of manufacturing revenue, offset by an adjustment to deferred revenue for license and milestone payments that will now be recognized over time. The following balance sheet accounts were impacted:

(In thousands)	Topic 606 Adjustment
Contract assets	$ 9,110
Inventory	(8,209)
Deferred tax asset	109
Contract liabilities—short-term	(1,104)
Contract liabilities—long-term	(724)
Accumulated deficit	818
	$ —

For additional information regarding how the Company is accounting for revenue under the updated guidance, refer to Note 3, *Revenue from Contracts with Customers*, in the "Notes to Condensed Consolidated Financial Statements" in this Form 10-Q.

ALKERMES PLC AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Unaudited) (Continued)

In January 2016, the FASB issued guidance that enhances the reporting model for financial instruments by addressing certain aspects of recognition, measurement, presentation and disclosure of financial instruments. The amendments in this guidance include: requiring equity securities to be measured at fair value with changes in fair value recognized through the income statement; simplifying the impairment assessment of equity instruments without readily determinable fair values by requiring a qualitative assessment to identify impairment; eliminating the requirement to disclose the fair value of financial instruments measured at amortized cost for entities that are not public business entities; eliminating the requirement for public business entities to disclose the method(s) and significant assumptions used to estimate the fair value that is required to be disclosed for financial instruments measured at amortized cost on the balance sheet; requiring public business entities to use the exit price notion when measuring the fair value of financial instruments for disclosure purposes; requiring an entity to present separately in other comprehensive income the portion of the total change in the fair value of a liability resulting from a change in the instrument-specific credit risk when the entity has elected to measure the liability at fair value in accordance with the fair value option for financial instruments; requiring separate presentation of financial assets and financial liabilities by measurement category and form of financial asset; and clarifying that an entity should evaluate the need for a valuation allowance on a deferred tax asset related to available-for-sale securities in combination with the entity's other deferred tax assets. This guidance becomes effective for the Company in the year ending December 31, 2018, and the Company has determined that the adoption of this guidance will not have a material impact on its consolidated financial statements.

In February 2016, the FASB issued guidance to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The main difference between previous GAAP and this guidance is the recognition of lease assets and lease liabilities by lessees for those leases classified as operating leases under previous GAAP. This guidance becomes effective for the Company in the year ending December 31, 2019, and the Company is currently assessing the impact that this guidance will have on its consolidated financial statements. At this time, the Company cannot reasonably estimate the expected impact the adoption of this new guidance will have on its consolidated financial statements.

In June 2016, the FASB issued guidance to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments and other commitments to extend credit held by a reporting entity at each reporting date. To achieve this objective, the amendments in this guidance replace the incurred loss impairment methodology in current GAAP with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. This guidance becomes effective for the Company in the year ending December 31, 2020, with early adoption permitted for the Company in the year ending December 31, 2019. The Company is currently assessing the impact that this guidance will have on its consolidated financial statements.

In October 2016, the FASB issued guidance to simplify and improve accounting on transfers of assets between affiliated entities. The updated guidance eliminates the prohibition for all intra-entity asset transfers, except for inventory. Effective January 1, 2018, the Company adopted this guidance and recorded a cumulative-effect adjustment of $0.9 million to retained earnings.

In July 2017, the FASB issued guidance that addresses narrow issues identified as a result of the complexity associated with applying GAAP for certain financial instruments with characteristics of liabilities and equity. The guidance becomes effective for the Company in the year ending December 31, 2019 and early adoption is permitted. The Company is currently assessing the impact that this guidance will have on its consolidated financial statements.

3. REVENUE FROM CONTRACTS WITH CUSTOMERS

Under Topic 606, the Company recognizes revenues when its customer obtains control of promised goods or services, in an amount that reflects the consideration the Company expects to receive in exchange for those goods or services. The Company recognizes revenues following the five step model prescribed under Topic 606: (i) identify contract(s) with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognize revenues when (or as) the Company satisfies the performance obligation.

Collaborative Arrangements

The Company has entered into collaboration agreements with pharmaceutical companies including Janssen for INVEGA SUSTENNA/XEPLION and INVEGA TRINZA/TREVICTA as well as RISPERDAL CONSTA; Acorda for AMPYRA/FAMPYRA; AstraZeneca for BYDUREON; and Biogen for BIIB098 (formerly ALKS 8700). Substantially all of the products developed under the Company's collaborative arrangements, except for BIIB098, are currently being marketed as approved products, for which the Company receives payments for manufacturing services and/or royalties on net product sales.

During the three months ended March 31, 2018 and 2017, the Company recorded manufacturing and royalty revenues from its collaborative arrangements as follows:

	Three Months Ended March 31, 2018		
(In thousands)	Manufacturing Revenue	Royalty Revenue	Total
INVEGA SUSTENNA/XEPLION & INVEGA TRINZA/TREVICTA	$ —	$ 46,086	$ 46,086
AMPYRA/FAMPYRA	13,563	14,696	28,259
RISPERDAL CONSTA	17,792	4,912	22,704
BYDUREON	—	9,749	9,749
Other	6,236	1,567	7,803
	$ 37,591	$ 77,010	$ 114,601

	Three Months Ended March 31, 2017		
(In thousands)	Manufacturing Revenue	Royalty Revenue	Total
INVEGA SUSTENNA/XEPLION & INVEGA TRINZA/TREVICTA	$ —	$ 39,182	$ 39,182
AMPYRA/FAMPYRA	13,836	15,383	29,219
RISPERDAL CONSTA	15,640	5,181	20,821
BYDUREON	—	12,266	12,266
Other	9,376	3,815	13,191
	$ 38,852	$ 75,827	$ 114,679

Manufacturing revenues— The Company recognizes manufacturing revenues from the sale of products it manufactures, which is its one performance obligation under such arrangements, for resale by its licensees. Manufacturing revenues for the Company's partnered products, with the exception of those from Janssen related to RISPERDAL CONSTA, are recognized over time as products move through the manufacturing process, using a standard cost-based model as a measure of progress, which represents a faithful depiction of the transfer of goods. The Company recognizes manufacturing revenue from these products over-time as it determined, in each instance, that it has a right to payment for performance completed to date if its customer were to terminate the manufacturing agreement for reasons other than the Company's non-performance and the products have no alternative future use. The Company invoices its licensees upon shipment with payment terms between 30 to 90 days. Prior to the adoption of Topic 606, the Company recorded manufacturing revenue from the sale of products it manufactures for resale by its partners after the Company had shipped such products and risk of loss had passed to the Company's partner, assuming persuasive evidence of an arrangement existed, the sales price was fixed or determinable and collectability was reasonably assured.

The Company is the exclusive manufacturer of RISPERDAL CONSTA for commercial sale under its manufacturing and supply agreement with Janssen. The Company determined that it is appropriate to record revenue under this agreement at the point in time when control of the product passes to Janssen, which is determined to be when the product has been fully manufactured, since Janssen does not control the product during the manufacturing process and, in the event Janssen terminates the manufacturing and supply agreement, it is unclear whether, and at what amount, the Company would be reimbursed for performance completed to date for product not yet fully manufactured. The manufacturing process is considered fully complete once the finished goods have been approved for shipment by both the Company and Janssen.

The sales price for certain of the Company’s manufacturing revenues is based on the end-market sales price earned by its licensees. As end-market sales generally occur after the Company has recorded manufacturing revenue, the Company estimates the sales price for such products based on information supplied to it by the Company’s licensees, its historical transaction experience and other third-party data. Differences between actual manufacturing revenues and estimated manufacturing revenues are reconciled and adjusted for in the period in which they become known, which is generally within the same quarter. The difference between the Company’s actual and estimated manufacturing revenues has not been material.

Royalty revenues—The Company recognizes royalty revenues related to the sale of products by its licensees that incorporate the Company's technologies. Royalties, with the exception of those earned on sales of AMPYRA, qualify for the sales-and-usage exemption under Topic 606 as (i) royalties are based strictly on the sales-and-usage by the licensee; and (ii) a license of IP is the sole or predominant item to which such royalties relate. Based on this exemption, these royalties are earned under the terms of a license agreement in the period the products are sold by the Company's partner and the Company has a present right to payment. Royalties on AMPYRA are incorporated into the standard cost-based model described in the manufacturing revenues section, above, as the terms of the agreement are such that the Company is entitled to the royalty revenue as the product is being manufactured, which represents a faithful depiction of the transfer of goods, and not based on the end-market sales of the licensee. Certain of the Company's royalty revenues are recognized by the Company based on information supplied to the Company by its partners and require estimates to be made. Differences between actual royalty revenues and estimated royalty revenues are reconciled and adjusted for in the period in which they become known, which is generally within the same quarter. The difference between the Company’s actual and estimated royalty revenues has not been material.

Multiple Element Arrangements

When entering into multiple element arrangements, the Company identifies whether its performance obligations under the arrangement represent a distinct good or service or a series of distinct goods or services. A series of distinct goods or services is required to be accounted for as a single performance obligation provided that (i) each distinct good or service in the series promised would meet the criteria to be a performance obligation satisfied over-time; and (ii) the same method would be used to measure the Company’s progress toward complete satisfaction of the performance obligation to transfer each distinct good or service in the series to the customer. If a contract is separated into more than one performance obligation, the Company allocates the total transaction price to each performance obligation in an amount based on the estimated relative standalone selling prices of the promised goods or services underlying each performance obligation. The fair value of deliverables under the arrangement may be derived using a “best estimate of selling price” if vendor-specific objective evidence and third-party evidence is not available.

The Company recognizes revenue when or as it satisfies a performance obligation by transferring an asset to a customer. An asset is transferred when or as the customer obtains control of that asset. Significant management judgment is required in determining the consideration to be earned under an arrangement and the period over which the Company is expected to complete its performance obligations under an arrangement. Steering committee services that are not inconsequential or perfunctory and that are determined to be performance obligations are combined with other research services or performance obligations required under an arrangement, if any, in determining the level of effort required in an arrangement and the period over which the Company expects to complete its aggregate performance obligations.

ALKERMES PLC AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Unaudited) (Continued)

In November 2017, the Company granted Biogen, under a license and collaboration agreement, a worldwide, exclusive, sublicensable license to develop, manufacture and commercialize BIIB098 and other products covered by patents licensed to Biogen under the agreement. Upon entering into this agreement in November 2017, the Company received an up-front cash payment of $28.0 million. The Company is also eligible to receive additional payments upon achievement of milestones, as follows: (i) a $50.0 million option payment upon Biogen's decision to continue the collaboration after having reviewed certain data from the Company's long-term safety clinical trial and part A of the head-to-head phase 3 gastrointestinal tolerability clinical trial comparing BIIB098 and TECFIDERA; and (ii) a $150.0 million payment upon an approval by the FDA on or before December 31, 2021 of a 505(b)(2) new drug application ("NDA") (or, in certain circumstances, a 505(b)(1) NDA) for BIIB098. The Company is also eligible to receive additional payments upon achievement of developmental milestones with respect to the first two products, other than BIIB098, covered by patents licensed to Biogen under the agreement. In addition, the Company will receive a mid-teens percentage royalty on worldwide net sales of BIIB098, subject to, under certain circumstances, minimum annual payments for the first five years following FDA approval of BIIB098, and worldwide net sales of products, other than BIIB098, covered by patents licensed to Biogen under the agreement. Biogen paid a portion of the BIIB098 development costs the Company incurred in 2017 and, since January 1, 2018, Biogen is responsible for all BIIB098 development costs the Company incurs, subject to annual budget limitations. The Company has retained the right to manufacture clinical supplies and commercial supplies of BIIB098 and all other products covered by patents licensed to Biogen under the agreement, subject to Biogen's right to manufacture or have manufactured commercial supplies as a back-up manufacturer and subject to good faith agreement by the parties on the terms of such manufacturing arrangements.

The Company evaluated the agreement under Topic 606 and determined that it had four initial performance obligations: (i) the grant of a distinct, right-to-use license to Biogen; (ii) future development services; (iii) assuming the Company enters into a supply agreement with Biogen, clinical supply; and (iv) participation on a joint steering committee with Biogen. The participation on the joint steering committee was considered to be perfunctory and thus not recognized as a separate unit of accounting. The deliverables, aside from the participation in the joint steering committee which was considered to be perfunctory, were determined to be separate performance obligations as the license is separately identifiable from the development services and clinical supply, and the development services are not expected to significantly modify or customize the IP.

The consideration allocable to the delivered unit or units of accounting is limited to the amount that is not contingent upon the delivery of additional items or meeting other specified performance conditions. The Company allocated the non-contingent consideration to each unit of accounting using the relative selling price method based on its best estimate of selling price for the license and other deliverables. The Company used a discounted cash flow model to estimate the fair value of the license in order to allocate the consideration to the performance obligations. To estimate the fair value of the license, the Company assessed the likelihood of the FDA's approval of BIIB098 and estimated the expected future cash flows assuming FDA approval and the maintenance of the IP protecting BIIB098. The Company then discounted these cash flows using a discount rate of 8.0%, which it believes captures a market participant's view of the risk associated with the expected cash flows. The best estimate of selling price of the development services and clinical supply were determined through third-party evidence. The Company believes that a change in the assumptions used to determine its best estimate of selling price for the license most likely would not have a significant effect on the allocation of consideration transferred.

At the date the license was delivered to Biogen, under Topic 606, the Company allocated $27.0 million to the delivery of the license, $0.9 million to future R&D work and $0.1 million to clinical supply. The amounts allocated to the R&D services and clinical supply will be recognized over the course of the R&D work and as clinical supply is delivered to Biogen, which is expected to continue through 2019.

The Company determined that the future milestones it is entitled to receive, including an option payment of $50.0 million upon Biogen's decision to continue the collaboration after having reviewed certain data from the Company's long-term safety clinical trial and part A of the head-to-head phase 3 gastrointestinal tolerability clinical trial comparing BIIB098 and TECFIDERA, and a $150.0 million payment upon approval by the FDA on or before December 31, 2021 of a 505(b)(2) NDA (or, in certain circumstances, a 505(b)(1) NDA) for BIIB098, and sales-based royalties, are variable consideration. The Company is using the most likely amount method for estimating the variable consideration to be

received related to the milestones under this arrangement. Given the challenges inherent in developing and obtaining approval for pharmaceutical and biologic products, there was substantial uncertainty as to whether these milestones would be achieved at the time the license and collaboration agreement was entered into. Accordingly, the Company has not included these milestones or royalties in the transaction price as it is not probable that a significant reversal in the amount of cumulative revenue recognized will not occur.

Research and development revenue—R&D revenue consists of funding that compensates the Company for formulation, pre-clinical and clinical testing under R&D arrangements with its partners. The Company generally bills its partners under R&D arrangements using a full-time equivalent ("FTE") or hourly rate, plus direct external costs, if any. Revenue is recognized as the obligations under the R&D arrangements are performed. The research and development revenue recorded during the three months ended March 31, 2018 primarily related to revenue earned under the Company's license and collaboration agreement with Biogen for BIIB098.

Product Sales, Net

The Company's product sales, net consist of sales of VIVITROL and ARISTADA in the U.S. primarily to wholesalers, specialty distributors and pharmacies. Product sales, net are recognized when the customer obtains control of the product, which is when the product has been received by the customer.

Revenues from product sales are recorded net of reserves established for applicable discounts and allowances that are offered within contracts with the Company's customers, health care providers or payors. The Company's process for estimating reserves established for these variable consideration components does not differ materially from historical practices. The transaction price, which includes variable consideration reflecting the impact of discounts and allowances, may be subject to constraint and is included in the net sales price only to the extent that it is probable that a significant reversal of the amount of the cumulative revenues recognized will not occur in a future period. Actual amounts may ultimately differ from the Company's estimates. If actual results vary, the Company adjusts these estimates, which could have an effect on earnings in the period of adjustment. The following are the Company's significant categories of sales discounts and allowances:

- *Medicaid Rebates*—the Company records accruals for rebates to states under the Medicaid Drug Rebate Program as a reduction of sales when the product is shipped into the distribution channel using the most likely amount method. The Company rebates individual states for all eligible units purchased under the Medicaid program based on a rebate per unit calculation, which is based on the Company's average manufacturer prices. The Company estimates expected unit sales and rebates per unit under the Medicaid program and adjusts its rebate based on actual unit sales and rebates per unit. To date, actual Medicaid rebates have not differed materially from the Company's estimates;

- *Chargebacks*—discounts that occur when contracted indirect customers purchase directly from wholesalers and specialty distributors. Contracted customers generally purchase a product at its contracted price. The wholesaler or specialty distributor, in turn, then generally charges back to the Company the difference between the wholesale acquisition cost and the contracted price paid to the wholesaler or specialty distributor by the customer. The allowance for chargebacks is made using the most likely amount method and is based on actual and expected utilization of these programs. Chargebacks could exceed historical experience and the Company's estimates of future participation in these programs. To date, actual chargebacks have not differed materially from the Company's estimates;

- *Product Discounts*—cash consideration, including sales incentives, given by the Company under agreements with a number of wholesaler, distributor, pharmacy, and treatment provider customers that provide them with a discount on the purchase price of products. The reserve is made using the most likely amount method and to date, actual product discounts have not differed materially from the Company's estimates; and

- *Product Returns*—the Company records an estimate for product returns at the time its customers take title to the Company's product. The Company estimates this liability using the most likely amount method based on its

historical return levels and specifically identified anticipated returns due to known business conditions and product expiry dates. Return amounts are recorded as a deduction to arrive at product sales, net. Once product is returned, it is destroyed.

During the three months ended March 31, 2018 and 2017, the Company recorded product sales, net, as follows:

(In thousands)	Three Months Ended March 31, 2018	2017
VIVITROL	$ 62,682	$ 58,456
ARISTADA	29,160	18,000
Total product sales, net	$ 91,842	$ 76,456

Receivables, Net—Receivables, net, include amounts billed and currently due from customers. The amounts due are stated at their net estimated realizable value. The Company maintains an allowance for doubtful accounts to provide for the estimated amount of receivables that will not be collected. The allowance is based upon an assessment of customer creditworthiness, historical payment experience, the age of outstanding receivables and collateral to the extent applicable. The Company's allowance for doubtful accounts was $0.2 million at March 31, 2018 and December 31, 2017.

Contract Assets—Contract assets include unbilled amounts resulting from sales under certain of the Company's manufacturing contracts where revenue is recognized over-time. The products included in the contract assets table below complete the manufacturing process in ten days to eight weeks. As such, the Company availed itself of the practical expedient to not disclose the transaction price allocated to the remaining performance obligations as the only performance obligation is completing the manufacturing of such products, and the time remaining to manufacture the products is less generally less than eight weeks. Contract assets are classified as current.

Contract assets consisted of the following:

(In thousands)	Contract Assets
Contract assets at January 1, 2018	$ 9,110
Additions	23,882
Transferred to receivables, net	(6,923)
Contract assets at March 31, 2018	$ 26,069

Contract Liabilities—The Company's contract liabilities consist of contractual obligations related to deferred revenue.

Contract liabilities consisted of the following:

(In thousands)	Contract Liabilities
Contract liabilities at January 1, 2018	$ 9,442
Additions	909
Amounts recognized into revenue	(664)
Contract liabilities at March 31, 2018	$ 9,687

In order to determine revenue recognized in the period from contract liabilities, we first allocate revenue to the individual contract liability balance outstanding at the beginning of the period until the revenue exceeds that balance. If additional advances are received on those contracts in subsequent periods, we assume all revenue recognized in the reporting period first applies to the beginning contract liability as opposed to a portion applying to the new advances for the period.

ALKERMES PLC AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Unaudited) (Continued)

The Company adopted Topic 606 using the modified retrospective method. As such, the Company recognized the cumulative effect of initially applying Topic 606 as an adjustment to the opening balance of equity at January 1, 2018. Therefore, the comparative information has not been adjusted and continues to be reported under the old revenue recognition guidance ("Topic 605"). The quantitative impact of the changes are set out below for each the condensed consolidated balance sheet and the condensed consolidated statement of operations for the current reporting period.

ADJUSTED CONDENSED CONSOLIDATED BALANCE SHEET

	March 31, 2018		
	As Reported	Adjustment	Balances Without Adoption of Topic 606
		(In thousands)	
ASSETS			
Contract assets	$ 26,069	$ (26,069)[1]	$ —
Inventory	84,884	12,058 [2]	96,942
Deferred tax asset	100,504	1,148 [3]	101,652
LIABILITIES			
Contract liabilities—short-term	$ 3,521	$ (3,521)[4]	$ —
Deferred revenue—short-term	—	2,532 [4]	2,532
Contract liabilities—long-term	6,166	(6,166)[4]	—
Deferred revenue—long-term	—	5,505 [4]	5,505
SHAREHOLDERS' EQUITY			
Accumulated deficit	$ (1,108,562)	$ (11,213)[5]	$ (1,119,775)

The adjustments are a result of the following:

(1) Adjustment to contract assets is to reverse revenue recognized over time under Topic 606.

(2) Adjustment to inventory to add back the cost of goods manufactured related to the revenue transactions summarized in item (1), above.

(3) Adjustment to deferred tax asset is to apply the tax impact of the revenue transactions summarized in item (1), above.

(4) Adjustment to contract liabilities—short-term and contract liabilities—long-term to reclassify amounts previously classified as deferred revenue—short-term and deferred revenue—long-term under Topic 605.

(5) Adjustment to accumulated deficit for the net impact of the transactions noted in items (1) through (4), above.

ALKERMES PLC AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Unaudited) (Continued)

ADJUSTED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS

	Three Months Ended March 31, 2018		
	As Reported	Adjustment	Balances Without Adoption of Topic 606
	(In thousands, except per share amounts)		
REVENUES:			
Manufacturing and royalty revenues	$ 114,601	$ (16,959)[1]	$ 97,642
Product sales, net	91,842	—	91,842
Research and development revenue	18,707	(178)	18,529
Total revenues	225,150	(17,137)	208,013
EXPENSES:			
Cost of goods manufactured and sold	44,476	(3,849)[2]	40,627
Research and development	108,346	—	108,346
Selling, general and administrative	118,147	—	118,147
Amortization of acquired intangible assets	16,069	—	16,069
Total expenses	287,038	(3,849)	283,189
Operating loss	(61,888)	(13,288)	(75,176)
Other expense, net	(5,110)	—	(5,110)
Loss before income taxes	(66,998)	(13,288)	(80,286)
Income tax benefit	(4,493)	(1,257)	(5,750)
Net loss	$ (62,505)	$ (12,031)	$ (74,536)
Loss per ordinary share — basic and diluted	$ (0.40)	$ (0.08)	$ (0.48)

The adjustments are a result of the following:

(1) Adjustment to manufacturing and royalty revenues to recognize revenue under Topic 605 in the three months ended March 31, 2018 that was recognized under Topic 606.

(2) Adjustment to cost of goods manufactured and sold to recognize the cost from the transactions noted in item (1), above.

The Company's changes in assets and liabilities within its condensed consolidated statement of cash flows changed as a result of the differences in the condensed consolidated balance sheet and change in net income in the condensed consolidated statement of operations but the overall cash flows used in operating activities did not change.

4. INVESTMENTS

Investments consisted of the following (in thousands):

March 31, 2018	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses Less than One Year	Gross Unrealized Losses Greater than One Year	Estimated Fair Value
Short-term investments:					
Available-for-sale securities:					
U.S. government and agency debt securities	$ 125,234	$ —	$ (169)	$ (196)	$ 124,869
Corporate debt securities	58,056	4	(4)	(170)	57,886
International government agency debt securities	35,376	—	(12)	(62)	35,302
Total short-term investments	218,666	4	(185)	(428)	218,057
Long-term investments:					
Available-for-sale securities:					
Corporate debt securities	71,477	—	(48)	(517)	70,912
U.S. government and agency debt securities	37,446	—	(78)	(290)	37,078
International government agency debt securities	25,935	—	—	(183)	25,752
	134,858	—	(126)	(990)	133,742
Held-to-maturity securities:					
Fixed term deposit account	1,667	273	—	—	1,940
Certificates of deposit	1,791	—	—	—	1,791
	3,458	273	—	—	3,731
Total long-term investments	138,316	273	(126)	(990)	137,473
Total investments	$ 356,982	$ 277	$ (311)	$ (1,418)	$ 355,530
December 31, 2017					
Short-term investments:					
Available-for-sale securities:					
U.S. government and agency debt securities	$ 150,673	$ 1	$ (130)	$ (233)	$ 150,311
Corporate debt securities	56,552	3	(48)	(10)	56,497
International government agency debt securities	35,478	1	(54)	(25)	35,400
Total short-term investments	242,703	5	(232)	(268)	242,208
Long-term investments:					
Available-for-sale securities:					
Corporate debt securities	83,924	—	(300)	(34)	83,590
U.S. government and agency debt securities	48,948	—	(270)	(71)	48,607
International government agency debt securities	21,453	—	(118)	—	21,335
	154,325	—	(688)	(105)	153,532
Held-to-maturity securities:					
Fixed term deposit account	1,667	222	—	—	1,889
Certificates of deposit	1,791	—	—	—	1,791
	3,458	222	—	—	3,680
Total long-term investments	157,783	222	(688)	(105)	157,212
Total investments	$ 400,486	$ 227	$ (920)	$ (373)	$ 399,420

The proceeds from the sales and maturities of marketable securities, which were primarily reinvested and resulted in realized gains and losses, were as follows:

(In thousands)	Three Months Ended March 31, 2018	2017
Proceeds from the sales and maturities of marketable securities	$ 79,500	$ 55,000
Realized gains	$ 1	$ 9
Realized losses	$ 4	$ 3

ALKERMES PLC AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Unaudited) (Continued)

The Company's available-for-sale and held-to-maturity securities at March 31, 2018 had contractual maturities in the following periods:

	Available-for-sale		Held-to-maturity	
(In thousands)	Amortized Cost	Estimated Fair Value	Amortized Cost	Estimated Fair Value
Within 1 year	$ 215,560	$ 214,949	$ 1,791	$ 1,791
After 1 year through 5 years	137,964	136,850	1,667	1,940
Total	$ 353,524	$ 351,799	$ 3,458	$ 3,731

At March 31, 2018, the Company believed that the unrealized losses on its available-for-sale investments were temporary. The investments with unrealized losses consisted primarily of U.S. government and agency debt securities. In making the determination that the decline in fair value of these securities was temporary, the Company considered various factors, including, but not limited to: the length of time each security was in an unrealized loss position; the extent to which fair value was less than cost; financial condition and near-term prospects of the issuers; the Company's intent not to sell these securities; and the assessment that it is more likely than not that the Company would not be required to sell these securities before the recovery of their amortized cost basis.

In May 2014, the Company entered into an agreement whereby it is committed to provide up to €7.4 million to a partnership, Fountain Healthcare Partners II, L.P. of Ireland ("Fountain"), which was created to carry on the business of investing exclusively in companies and businesses engaged in the healthcare, pharmaceutical and life sciences sectors. As of March 31, 2018, the Company's total contribution in Fountain was equal to €4.2 million. The Company's commitment represents approximately 7% of the partnership's total funding. The Company is accounting for its investment in Fountain under the equity method. During the three months ended March 31, 2018 and 2017, the Company recorded a decrease in its investment in Fountain of less than $0.1 million and $0.6 million, respectively, which represents the Company's proportional share of Fountain's net losses for these periods. The Company's $4.0 million and $3.7 million net investment in Fountain at March 31, 2018 and December 31, 2017, respectively, was included within "Other assets" in the accompanying condensed consolidated balance sheets.

5. FAIR VALUE MEASUREMENTS

The following table presents information about the Company's assets and liabilities that are measured at fair value on a recurring basis and indicates the fair value hierarchy of the valuation techniques the Company utilized to determine such fair value:

(In thousands)	March 31, 2018	Level 1	Level 2	Level 3
Assets:				
Cash equivalents	$ 1,940	$ 1,940	$ —	$ —
U.S. government and agency debt securities	161,947	101,982	59,965	—
Corporate debt securities	128,798	—	128,798	—
International government agency debt securities	61,054	—	61,054	—
Contingent consideration	82,900	—	—	82,900
Common stock warrants	1,697	—	—	1,697
Total	$ 438,336	$ 103,922	$ 249,817	$ 84,597

ALKERMES PLC AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Unaudited) (Continued)

	December 31, 2017	Level 1	Level 2	Level 3
Assets:				
Cash equivalents	$ 1,889	$ 1,889	$ —	$ —
U.S. government and agency debt securities	198,918	124,958	73,960	—
Corporate debt securities	140,087	—	140,087	—
International government agency debt securities	56,735	—	56,735	—
Contingent consideration	84,800	—	—	84,800
Common stock warrants	1,395	—	—	1,395
Total	$ 483,824	$ 126,847	$ 270,782	$ 86,195

The Company transfers its financial assets and liabilities, measured at fair value on a recurring basis, between the fair value hierarchies at the end of each reporting period.

There were no transfers of any securities between the fair value hierarchies during the three months ended March 31, 2018. The following table is a rollforward of the fair value of the Company's assets whose fair values were determined using Level 3 inputs at March 31, 2018:

(In thousands)	Fair Value
Balance, January 1, 2018	$ 86,195
Change in the fair value of contingent consideration	(1,900)
Increase in the fair value of warrants	302
Balance, March 31, 2018	$ 84,597

The Company's investments in U.S. government and agency debt securities, international government agency debt securities and corporate debt securities classified as Level 2 within the fair value hierarchy were initially valued at the transaction price and subsequently valued, at the end of each reporting period, utilizing market-observable data. The market-observable data included reportable trades, benchmark yields, credit spreads, broker/dealer quotes, bids, offers, current spot rates and other industry and economic events. The Company validated the prices developed using the market-observable data by obtaining market values from other pricing sources, analyzing pricing data in certain instances and confirming that the relevant markets are active.

The Company's contingent consideration relates to the divestiture of its Gainesville, GA facility, as summarized in Note 15, *Divestiture*, in the "Notes to Consolidated Financial Statements" of the Company's Annual Report. At March 31, 2018, the Company determined the value of the contingent consideration using the following valuation approaches:

- The Company is entitled to receive $45.0 million upon regulatory approval of the first NDA for IV/IM and parenteral forms of Meloxicam or any other product with the same active ingredient as Meloxicam IV/IM that is discovered or identified using certain of the Company's IP to which Recro Pharma, Inc. ("Recro") was provided a right of use, through license or transfer (the "Meloxicam Product(s)"). The fair value of the regulatory milestone was estimated based on applying the likelihood of achieving this regulatory milestone and applying a discount rate from the expected time the milestone occurs to the balance sheet date. The Company expects the regulatory milestone event to occur in the second quarter of 2018 and used a discount rate of 3.7%;

- The Company is entitled to receive future royalties on net sales of Meloxicam Products. To estimate the fair value of the future royalties, the Company assessed the likelihood of a Meloxicam Product being approved for sale and estimated the expected future sales of such Meloxicam Product assuming approval and IP protection. The Company then discounted these expected payments using a discount rate of 16.0%, which it believes captures a market participant's view of the risk associated with the expected payments; and

- The Company is entitled to receive payments of up to $80.0 million upon achieving certain sales milestones on future sales of the Meloxicam Products. The sales milestones were determined through the use of a real options approach, where net sales are simulated in a risk-neutral world. To employ this methodology, the Company used a risk-adjusted expected growth rate based on its assessments of expected growth in net sales of the approved Meloxicam Product, adjusted by an appropriate factor capturing their respective correlation with the market. A resulting expected (probability-weighted) milestone payment was then discounted at a cost of debt, which ranged from 3.9% to 6.0%.

At March 31, 2018 and December 31, 2017, the Company determined that the value of the contingent consideration was $82.9 million and $84.8 million, respectively. The Company recorded the decrease of $1.9 million and increase of $1.6 million during the three months ended March 31, 2018 and 2017, respectively, within “Change in the fair value of contingent consideration” in the accompanying condensed consolidated statements of operations and comprehensive loss.

As part of the Gainesville Transaction, the Company also received warrants to purchase 350,000 shares of Recro common stock at a per share exercise price of $19.46. The Company used a Black-Scholes model with the following assumptions to determine the fair value of these warrants at March 31, 2018:

Closing stock price at March 31, 2018	$ 11.01
Warrant strike price	$ 19.46
Expected term (years)	4.02
Risk-free rate	2.48 %
Volatility	75.0 %

During the three months ended March 31, 2018 and 2017, the Company determined that the fair value of the warrants, recorded within “Other assets” in the accompanying condensed consolidated balance sheets, increased by $0.3 million and $0.2 million, respectively. The change in the fair value of the warrants was recorded within “Other expense, net” in the accompanying condensed consolidated statements of operations and comprehensive loss.

The carrying amounts reflected in the consolidated balance sheets for cash and cash equivalents, accounts receivable, other current assets, accounts payable and accrued expenses approximate fair value due to their short-term nature.

6. INVENTORY

Inventory is stated at the lower of cost and net realizable value. Cost is determined using the first-in, first-out method. Inventory consisted of the following:

(In thousands)	March 31, 2018	December 31, 2017
Raw materials	$ 27,005	$ 29,883
Work in process	36,895	38,964
Finished goods[1]	20,984	24,428
Total inventory	$ 84,884	$ 93,275

(1) At March 31, 2018 and December 31, 2017, the Company had $15.9 million and $8.7 million, respectively, of finished goods inventory located at its third-party warehouse and shipping service provider.

ALKERMES PLC AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Unaudited) (Continued)

7. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consisted of the following:

(In thousands)	March 31, 2018	December 31, 2017
Land	$ 6,293	$ 6,293
Building and improvements	155,858	155,198
Furniture, fixtures and equipment	294,249	289,455
Leasehold improvements	19,930	19,578
Construction in progress	62,689	54,270
Subtotal	539,019	524,794
Less: accumulated depreciation	(249,398)	(240,058)
Total property, plant and equipment, net	$ 289,621	$ 284,736

8. GOODWILL AND INTANGIBLE ASSETS

Goodwill and intangible assets consisted of the following:

		Three Months Ended March 31, 2018		
(In thousands)	Weighted Amortizable Life (Years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Goodwill		$ 92,873	$ —	$ 92,873
Finite-lived intangible assets:				
Collaboration agreements	12	$ 465,590	$ (281,701)	$ 183,889
NanoCrystal technology	13	74,600	(33,172)	41,428
OCR technologies	12	42,560	(27,778)	14,782
Total		$ 582,750	$ (342,651)	$ 240,099

Based on the Company's most recent analysis, amortization of intangible assets included within its condensed consolidated balance sheet at March 31, 2018 is expected to be approximately $65.0 million, $55.0 million, $50.0 million, $40.0 million and $35.0 million in the years ending December 31, 2018 through 2022, respectively. Although the Company believes such available information and assumptions are reasonable, given the inherent risks and uncertainties underlying its expectations regarding such future revenues, there is the potential for the Company's actual results to vary significantly from such expectations. If revenues are projected to change, the related amortization of the intangible assets will change in proportion to the change in revenues.

9. ACCOUNTS PAYABLE AND ACCRUED EXPENSES

Accounts payable and accrued expenses consisted of the following:

(In thousands)	March 31, 2018	December 31, 2017
Accounts payable	$ 65,446	$ 55,526
Accrued compensation	46,966	54,568
Accrued sales discounts, allowances and reserves	104,745	111,137
Accrued other	51,009	64,935
Total accounts payable and accrued expenses	$ 268,166	$ 286,166

ALKERMES PLC AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS — (Unaudited) (Continued)

10. LONG-TERM DEBT

Long-term debt consisted of the following:

(In thousands)	March 31, 2018	December 31, 2017
2023 Term Loans, due March 26, 2023	$ 280,931	$ 281,436
Less: current portion	(2,843)	(3,000)
Long-term debt	$ 278,088	$ 278,436

In March 2018, the Company amended and refinanced its existing term loan, referred to as Term Loan B-1 (as so amended and refinanced the "2023 Term Loans"), in order to, among other things, extend the due date of the loan from September 25, 2021 to March 26, 2023, reduce the interest payable from LIBOR plus 2.75% with a LIBOR floor of 0.75% to LIBOR plus 2.25% with no LIBOR floor and increase covenant flexibility (the "Refinancing").

The Refinancing involved multiple lenders who were considered members of a loan syndicate. In determining whether the Refinancing was to be accounted for as a debt extinguishment or a debt modification, the Company considered whether creditors remained the same or changed and whether the changes in debt terms were substantial. A change in the debt terms was considered to be substantial if the present value of the remaining cash flows under the new terms of the 2023 Term Loans were at least 10% different from the present value of the remaining cash flows under the former Term Loan B-1 (commonly referred to as the "10% Test"). The Company performed a separate 10% Test for each individual creditor participating in the loan syndication. With the exception of one lender, who owned 1% of the total outstanding principal amount of Term Loan B-1 at the date of the Refinancing and was accounted for as a debt extinguishment, the Refinancing was accounted for as a debt modification.

The Refinancing resulted in a $2.3 million charge in the three months ended March 31, 2018, which was included in "Interest expense" in the accompanying condensed consolidated statement of operations and comprehensive loss.

11. RESTRUCTURING

On January 25, 2018, the Company's management approved a restructuring plan at its Athlone, Ireland manufacturing facility designed to streamline future operational performance. The restructuring plan included a reduction in headcount of 24 employees. In connection with this restructuring plan, during the three months ended March 31, 2018, the Company recorded a restructuring charge of $3.2 million within cost of goods manufactured and sold and $0.4 million within R&D expense, which consisted of severance and outplacement services. The Company will make severance payments and pay for outplacement services through June 2018.

12. SHARE-BASED COMPENSATION

Share-based compensation expense consisted of the following:

(In thousands)	Three Months Ended March 31, 2018	2017
Cost of goods manufactured and sold	$ 1,418	$ 2,233
Research and development	6,714	5,594
Selling, general and administrative	11,910	13,342
Total share-based compensation expense	$ 20,042	$ 21,169

At March 31, 2018 and December 31, 2017, $0.5 million and $0.4 million, respectively, of share-based compensation cost was capitalized and recorded as "Inventory" in the accompanying condensed consolidated balance sheets.

In February 2017, the compensation committee of the Company's board of directors approved awards of restricted stock units ("RSUs") to all employees employed by the Company during 2017, in each case subject to vesting on the achievement of the following performance criteria: (i) FDA approval of the NDA for ALKS 5461, (ii) the achievement of the pre-specified primary efficacy endpoints in each of two phase 3 studies of ALKS 3831, and (iii) revenues equal to or greater than a pre-specified amount for the year ending December 31, 2019. These performance criteria will be assessed over a performance period of three years from the date of the grant. At March 31, 2018, there was $58.0 million of unrecognized compensation cost related to these performance-vesting RSUs, which would be recognized in accordance with the terms of the award when the Company deems it probable that the performance criteria will be met.

13. LOSS PER SHARE

Basic loss per ordinary share is calculated based upon net loss available to holders of ordinary shares divided by the weighted average number of shares outstanding. For the three months ended March 31, 2018 and 2017, as the Company was in a net loss position, the diluted loss per share does not assume conversion or exercise of stock options and awards as they would have an anti-dilutive effect on loss per share.

The following potential ordinary equivalent shares have not been included in the net loss per ordinary share calculation because the effect would have been anti-dilutive:

	Three Months Ended March 31,	
(In thousands)	2018	2017
Stock options	10,217	9,176
Restricted stock units	2,808	1,835
Total	13,025	11,011

14. COMMITMENTS AND CONTINGENCIES

Lease Commitments

In March 2018, the Company entered into a lease agreement for approximately 220,000 square feet of office and laboratory space located in a building to be built at 900 Winter Street, Waltham, Massachusetts ("900 Winter Street"). The Company plans to occupy the premises in early 2020. The initial term of the lease shall commence on the earlier of (i) the Delivery Date (defined as (i) the later of January 20, 2020, or (ii) the date on which the landlord substantially completes its work in accordance with the terms of the lease), or (ii) the date the Company enters into possession of all or any substantial portion of 900 Winter Street for the conduct of its business (the "Commencement Date"). The initial lease term expires on the last day of the calendar month in which the fifteenth (15th) anniversary of the Commencement Date occurs, with an option to extend for an additional ten (10) years.

Litigation

From time to time, the Company may be subject to legal proceedings and claims in the ordinary course of business. On a quarterly basis, the Company reviews the status of each significant matter and assesses its potential financial exposure. If the potential loss from any claim, asserted or unasserted, or legal proceeding is considered probable and the amount can be reasonably estimated, the Company would accrue a liability for the estimated loss. Because of uncertainties related to claims and litigation, accruals are based on the Company's best estimates based on available information. On a periodic basis, as additional information becomes available, or based on specific events such as the outcome of litigation or settlement of claims, the Company may reassess the potential liability related to these matters and may revise these estimates, which could result in material adverse adjustments to the Company's operating results. At March 31, 2018, there were no potential material losses from claims, asserted or unasserted, or legal proceedings the Company determined were probable of occurring.

INVEGA SUSTENNA ANDA Litigation

In January 2018, Janssen Pharmaceuticals NV and Janssen Pharmaceuticals, Inc. initiated a patent infringement lawsuit in the United States District Court for the District of New Jersey against Teva Pharmaceuticals USA, Inc. ("Teva"), who filed an abbreviated new drug application ("ANDA") seeking approval to market a generic version of INVEGA SUSTENNA before the expiration of United States Patent No. 9,439,906. Requested judicial remedies included recovery of litigation costs and injunctive relief. The Company is not a party to these proceedings.

For information about risks relating to the INVEGA SUSTENNA Paragraph IV litigation, see "Part I, Item 1A—Risk Factors" of the Company's Annual Report and specifically the section entitled "—We or our licensees may face claims against IP rights covering our products and competition from generic drug manufacturers."

AMPYRA ANDA Litigation

Ten separate Paragraph IV Certification Notices have been received by the Company and/or its partner Acorda from: Accord Healthcare, Inc. ("Accord"); Actavis Laboratories FL, Inc. ("Actavis"); Alkem Laboratories Ltd. ("Alkem"); Apotex Corporation and Apotex, Inc. (collectively, "Apotex"); Aurobindo Pharma Ltd. ("Aurobindo"); Mylan Pharmaceuticals, Inc. ("Mylan"); Par Pharmaceutical, Inc. ("Par"); Roxane Laboratories, Inc. ("Roxane"); Sun Pharmaceutical Industries Limited and Sun Pharmaceuticals Industries Inc. (collectively, "Sun"); and Teva (collectively with Accord, Actavis, Alkem, Apotex, Aurobindo, Mylan, Par, Roxane and Sun, the "ANDA Filers") advising that each of the ANDA Filers had submitted an ANDA to the FDA seeking marketing approval for generic versions of AMPYRA (dalfampridine) Extended-Release Tablets, 10 mg. The ANDA Filers challenged the validity of the Orange Book-listed patents for AMPYRA, and they also asserted that their generic versions do not infringe certain claims of these patents. In response, the Company and/or Acorda filed lawsuits against the ANDA Filers in the U.S. District Court for the District of Delaware (the "Delaware Court") asserting infringement of U.S. Patent No. 5,540,938 (the "'938 Patent"), which the Company owns, and U.S. Patent Nos. 8,007,826; 8,354,437; 8,440,703; and 8,663,685, which are owned by Acorda. Requested judicial remedies included recovery of litigation costs and injunctive relief. Mylan challenged the jurisdiction of the Delaware Court with respect to the Delaware action. In January 2015, the Delaware Court denied Mylan's motion to dismiss. Subsequently, in January 2015, the Delaware Court granted Mylan's request for an interlocutory appeal of its jurisdictional decision to the Federal Circuit. In March 2016, the Federal Circuit denied Mylan's appeal. Mylan requested the U.S. Court of Appeals for the Federal Circuit (the "Federal Circuit") to reconsider its decision. However, on June 20, 2016, the Federal Circuit denied Mylan's request. Mylan filed an appeal with the U.S. Supreme Court, which was denied.

All lawsuits were filed within 45 days from the date of receipt of each of the Paragraph IV Certification Notices from the ANDA Filers. As a result, a 30-month statutory stay of approval period applied to each of the ANDA Filers' ANDAs under the U.S. Drug Price Competition and Patent Term Restoration Act of 1984 (the "Hatch-Waxman Act"). The 30-month stay started on January 22, 2015, and restricted the FDA from approving the ANDA Filers' ANDAs until July 2017 at the earliest, unless a Federal district court issued a decision adverse to all of the asserted Orange Book-listed patents prior to that date. Lawsuits with eight of the ANDA Filers have been consolidated into a single case.

The Company and/or Acorda entered into a settlement agreement with each of Accord, Actavis, Alkem, Apotex, Aurobindo, Par and Sun (collectively, the "Settling ANDA Filers") to resolve the patent litigation that the Company and/or Acorda brought against the Settling ANDA Filers in the Delaware Court. As a result of the settlement agreements, the Settling ANDA Filers will be permitted to market generic versions of AMPYRA in the U.S. at a specified date in the future. The parties submitted their respective settlement agreements to the U.S. Federal Trade Commission and the U.S. Department of Justice, as required by federal law. The settlements with the Settling ANDA Filers did not impact the patent litigation that the Company and Acorda brought against the remaining ANDA Filers (the "Non-Settling ANDA Filers"), as described in this Form 10-Q.

On March 31, 2017, after a bench trial, the Delaware Court issued an opinion (the "Delaware Court Decision"), upholding the validity of the '938 Patent, which pertains to the formulation of AMPYRA and is set to expire in July

2018, and finding that Apotex, Mylan, Roxane and Teva stipulated that their proposed generic forms of AMPYRA infringed the '938 Patent. The Delaware Court also invalidated U.S. Patent Nos. 8,007,826; 8,354,437; 8,440,703; and 8,663,685. In May 2017, Acorda filed an appeal of the Delaware Court Decision with the Federal Circuit with respect to the findings on U.S. Patent Nos. 8,007,826; 8,354,437; 8,440,703; and 8,663,685. In June 2017, the Non-Settling ANDA Filers filed their cross-appeal of the Delaware Court Decision with the Federal Circuit with respect to the validity of the '938 Patent. The Company and Acorda filed their opening brief on August 7, 2017. The Non-Settling ANDA Filers responded on October 2, 2017. The Company and Acorda filed a response and reply brief on November 13, 2017, and the Non-Settling ANDA Filers filed their reply brief on November 27, 2017. The date for oral argument before the Federal Circuit has been set for June 7, 2018.

The Company intends to vigorously enforce its IP rights. For information about risks relating to the AMPYRA Paragraph IV litigations and other proceedings see "Part I, Item 1A—Risk Factors" of the Company's Annual Report and specifically the section entitled "—We or our licensees may face claims against IP rights covering our products and competition from generic drug manufacturers."

VIVITROL IPR Proceeding

On April 20, 2018, Amneal Pharmaceuticals LLC filed an inter partes review ("IPR") petition with the U.S. Patent and Trademark Office challenging U.S. Patent Number 7,919,499 (the "'499 Patent"), which is an Orange Book-listed patent for VIVITROL. The Company will oppose the institution of this IPR petition, and, if instituted, vigorously defend the '499 Patent in the IPR proceedings. For information about risks relating to the '499 Patent IPR proceedings see "Part I, Item 1A—Risk Factors" in the Company's Annual Report and specifically the sections entitled "Patent protection for our products is important and uncertain" and "Uncertainty over intellectual property in the biopharmaceutical industry has been the source of litigation, which is inherently costly and unpredictable."

Government Matters

On June 22, 2017, the Company received a subpoena from an Office of the U.S. Attorney for documents related to VIVITROL. The Company is cooperating with the government.

Securities Litigation

On November 22, 2017, a purported stockholder of the Company filed a putative class action against the Company and certain of its officers in the United States District Court for the Southern District of New York captioned *Gagnon v. Alkermes plc, et al.*, No. 1:17-cv-09178. The complaint was filed on behalf of a putative class of purchasers of Alkermes securities during the period of February 24, 2015 to November 3, 2017, and alleges violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended, based on allegedly false or misleading statements and omissions regarding the Company's marketing practices related to VIVITROL. The lawsuit seeks, among other things, unspecified damages for alleged inflation in the price of securities, and reasonable costs and expenses, including attorneys' fees. For information about risks relating to this action, see "Part I, Item 1A—Risk Factors" of the Company's Annual Report and specifically the section entitled "—Litigation or arbitration against Alkermes, including securities litigation, or citizen petitions filed with the FDA, may result in financial losses, harm our reputation, divert management resources, negatively impact the approval of our products, or otherwise negatively impact our business."

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with our condensed consolidated financial statements and related notes beginning on page 5 of this Form 10-Q, and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the financial statements and notes thereto included in our Annual Report, which has been filed with the SEC.

Executive Summary

Net loss for the three months ended March 31, 2018 was $62.5 million, or $0.40 per ordinary share— basic and diluted, as compared to a net loss of $68.9 million, or $0.45 per ordinary share— basic and diluted for the three months ended March 31, 2017. During the three months ended March 31, 2018, our revenues increased by 17% when compared to the three months ended March 31, 2017, which was primarily due to increased sales of our proprietary products, VIVITROL and ARISTADA. The increase in revenues was partially offset by an increase in our expenses of 9%, which was primarily due to increased investment in the commercialization of VIVITROL and ARISTADA. These items are discussed in greater detail later in the "*Results of Operations"* section of this Item 2 of this Form 10-Q.

During the three months ended March 31, 2018, we also refinanced our long-term debt, extending our due date from September 25, 2021 to March 26, 2023 and the interest rate was reduced from LIBOR plus 2.75% with a LIBOR floor of 0.75% to LIBOR plus 2.25% with no LIBOR floor.

In April 2018, the FDA accepted our NDA for ALKS 5461 for the adjunctive treatment of major depressive disorder ("MDD") in patients with inadequate response to standard antidepressant therapy. A target action date of January 31, 2019 was assigned for the ALKS 5461 NDA under the Prescription Drug User Fee Act ("PDUFA").

Products

Marketed Products

Our portfolio of marketed products is designed to address unmet medical needs of patients in major therapeutic areas. See the description of the marketed products below, and refer to "Part I, Item 1A—Risk Factors" of our Annual Report for important factors that could adversely affect our marketed products and to the "Patents and Proprietary Rights" section in "Part I, Item 1— Business" of our Annual Report for information with respect to the IP protection for these marketed products.

Summary information regarding our proprietary products includes:

Product	Indication(s)	Licensee	Territory
ARISTADA® aripiprazole lauroxil extended-release injectable suspension 441mg · 662mg · 882mg · 1064mg	Schizophrenia	None	Commercialized by Alkermes in the U.S.
Vivitrol® (naltrexone for extended-release injectable suspension) 380 mg/vial	Alcohol dependence and Opioid dependence	None	Commercialized by Alkermes in the U.S.
		Cilag GmbH International ("Cilag")	Russia and Commonwealth of Independent States ("CIS")

Summary information regarding products that use our proprietary technologies includes:

Product	Indication(s)	Licensee	Territory
RISPERDAL CONSTA	Schizophrenia and Bipolar I disorder	Janssen Pharmaceutica Inc. (“Janssen, Inc.”) and Janssen Pharmaceutica International, a division of Cilag International AG (“Janssen International”)	Worldwide
INVEGA SUSTENNA	Schizophrenia and Schizoaffective disorder	Janssen Pharmaceutica N.V. (together with Janssen, Inc., Janssen International and their affiliates “Janssen”)	U.S.
XEPLION	Schizophrenia	Janssen	All countries outside of the U.S. (“ROW”)
INVEGA TRINZA	Schizophrenia	Janssen	U.S.
TREVICTA	Schizophrenia	Janssen	ROW
AMPYRA	Treatment to improve walking in patients with MS, as demonstrated by an increase in walking speed	Acorda	U.S.
FAMPYRA		Biogen, under sublicense from Acorda	ROW
BYDUREON and BYDUREON BCise	Type 2 diabetes	AstraZeneca plc (“AstraZeneca”)	Worldwide

Proprietary Products

We develop and commercialize products designed to address the unmet needs of patients suffering from addiction and schizophrenia.

ARISTADA

ARISTADA (aripiprazole lauroxil) is an extended-release intramuscular injectable suspension approved in the U.S. for the treatment of schizophrenia. ARISTADA is the first of our products to utilize our proprietary LinkeRx technology. ARISTADA is a prodrug; once in the body, ARISTADA is likely converted by enzyme-mediated hydrolysis to N-hydroxymethyl aripiprazole, which is then hydrolyzed to aripiprazole. ARISTADA is the first atypical antipsychotic with once-monthly, once-every-six-weeks and once-every-two-months dosing options to deliver and maintain therapeutic levels of medication in the body. ARISTADA has four dosing options (441 mg, 662 mg, 882 mg and 1064 mg) and is packaged in a ready-to-use, pre-filled product format. ARISTADA 1064 mg, our two-month dosing option, was approved by the FDA in June 2017. We developed ARISTADA and manufacture and commercialize it in the U.S.

In January 2018, U.S. Patent No. 9,861,699 relating to ARISTADA was granted. This patent has claims to methods that confer long-term stability of the ARISTADA formulation, and expires in 2033.

VIVITROL

VIVITROL (naltrexone for extended-release injectable suspension) is a once-monthly, non-narcotic, injectable medication approved in the U.S., Russia and certain countries of the CIS for the treatment of alcohol dependence and for the prevention of relapse to opioid dependence, following opioid detoxification. VIVITROL uses our polymer-based microsphere injectable extended-release technology to deliver and maintain therapeutic medication levels in the body through one intramuscular injection every four weeks. We developed and exclusively manufacture VIVITROL. We commercialize VIVITROL in the U.S., and Cilag commercializes VIVITROL in Russia and certain countries of the CIS.

Products Using Our Proprietary Technologies

We have granted licenses under our proprietary technologies to enable third parties to develop, commercialize and, in some cases, manufacture products for which we receive royalties and/or manufacturing revenues. Such arrangements include the following:

INVEGA SUSTENNA/XEPLION, INVEGA TRINZA/TREVICTA and RISPERDAL CONSTA

INVEGA SUSTENNA/XEPLION (paliperidone palmitate), INVEGA TRINZA (paliperidone palmitate)/TREVICTA (paliperidone palmitate 3-monthly injection) and RISPERDAL CONSTA (risperidone long-acting injection) are long-acting atypical antipsychotics owned and commercialized worldwide by Janssen that incorporate our proprietary technologies.

INVEGA SUSTENNA is approved in the U.S. for the treatment of schizophrenia and for the treatment of schizoaffective disorder as either a monotherapy or adjunctive therapy. Paliperidone palmitate extended-release injectable suspension is approved in the European Union (“EU”) and other countries outside of the U.S. for the treatment of schizophrenia and is marketed and sold under the trade name XEPLION. INVEGA SUSTENNA/XEPLION uses our nanoparticle injectable extended-release technology to increase the rate of dissolution and enable the formulation of an aqueous suspension for once-monthly intramuscular administration. INVEGA SUSTENNA/XEPLION is manufactured by Janssen.

In January 2018, Janssen Pharmaceuticals NV and Janssen Pharmaceuticals, Inc. initiated a patent infringement lawsuit in the U.S. District Court for the District of New Jersey against Teva, who filed an ANDA seeking approval to market a generic version of INVEGA SUSTENNA before the expiration of U.S. Patent No. 9,439,906. We are not a party to these proceedings. For further discussion of the legal proceedings related to the patents covering INVEGA SUSTENNA, see Note 14, *Commitments and Contingencies* in the “Notes to Condensed Consolidated Financial

Statements" in this Form 10-Q, and for information about risks relating to the INVEGA SUSTENNA Paragraph IV litigation, see "Part I, Item 1A —Risk Factors" of our Annual Report and specifically the section entitled "—We or our licensees may face claims against IP rights covering our products and competition from generic drug manufacturers."

INVEGA TRINZA is an atypical antipsychotic injection for the treatment of schizophrenia used in people who have been treated with INVEGA SUSTENNA for at least four months. INVEGA TRINZA is the first schizophrenia treatment to be taken once every three months. TREVICTA is approved in the EU for the maintenance treatment of schizophrenia in adult patients who are clinically stable on XEPLION. INVEGA TRINZA/TREVICTA uses our proprietary technology and is manufactured by Janssen.

RISPERDAL CONSTA is approved in the U.S. for the treatment of schizophrenia and as both monotherapy and adjunctive therapy to lithium or valproate in the maintenance treatment of bipolar I disorder. RISPERDAL CONSTA is approved in numerous countries outside of the U.S. for the treatment of schizophrenia and the maintenance treatment of bipolar I disorder. RISPERDAL CONSTA uses our polymer-based microsphere injectable extended-release technology to deliver and maintain therapeutic medication levels in the body through just one intramuscular injection every two weeks. RISPERDAL CONSTA microspheres are exclusively manufactured by us.

AMPYRA/FAMPYRA

AMPYRA (dalfampridine)/FAMPYRA (fampridine) is believed to be the first treatment approved in the U.S. and in over 50 countries across Europe, Asia and the Americas to improve walking in adults with MS who have walking disability, as demonstrated by an increase in walking speed. Extended-release dalfampridine tablets are marketed and sold by Acorda in the U.S. under the trade name AMPYRA and by Biogen outside the U.S. under the trade name FAMPYRA. In July 2011, the European Medicines Agency ("EMA") conditionally approved FAMPYRA in the EU, and in May 2017, the EMA granted FAMPYRA a standard marketing authorization in the EU for the improvement of walking in adults with MS. AMPYRA and FAMPYRA incorporate our oral controlled-release technology. AMPYRA and FAMPYRA are manufactured by us.

We and/or Acorda have received notices of ANDA filings for AMPYRA asserting that a generic form of AMPYRA would not infringe AMPYRA's Orange Book-listed patents and/or those patents are invalid. In response, we and/or Acorda filed lawsuits against certain of the ANDA filers in the Delaware Court asserting infringement of the '938 Patent, which we own, and U.S. Patent Nos. 8,007,826; 8,354,437; 8,440,703; and 8,663,685, which are owned by Acorda. In May 2017, Acorda filed its appeal of the Delaware Court Decision with the Federal Circuit with respect to the findings on U.S. Patent Nos. 8,007,826; 8,354,437; 8,440,703; and 8,663,685. In June 2017, certain of the ANDA filers filed a cross-appeal of the Delaware Court Decision with the Federal Circuit with respect to the validity of the '938 Patent. We and Acorda filed an opening brief in August 2017 and the ANDA filers responded in October 2017. Each side subsequently filed a response and reply brief in November 2017. The date for oral argument before the Federal Circuit has been set for June 7, 2018. For further discussion of the legal proceedings related to the patents covering AMPYRA, see Note 14, *Commitments and Contingencies* in the "Notes to Condensed Consolidated Financial Statements" in this Form 10-Q, and for information about risks relating to such legal proceedings see "Part I, Item 1A—Risk Factors" of our Annual Report.

The legal proceedings in the Delaware Court related to the patents covering AMPYRA do not involve the patents covering FAMPYRA, and the latest of the patents covering FAMPYRA expires in April 2025 in the EU.

BYDUREON and BYDUREON BCise

BYDUREON (exenatide extended-release for injectable suspension) is approved in the U.S. and the EU for the treatment of type 2 diabetes. AstraZeneca is responsible for the development and commercialization of BYDUREON worldwide. BYDUREON, a once-weekly formulation of exenatide, uses our polymer-based microsphere injectable extended-release technology. BYDUREON is manufactured by AstraZeneca. BYDUREON Pen 2 mg, a pre-filled, single-use pen injector that contains the same formulation and dose as the original BYDUREON single-dose tray, is available in the U.S., certain countries in the EU and Japan. BYDUREON was also approved by the FDA in April 2018 as an add-on to basal insulin in adults with type 2 diabetes who have inadequate glycemic control.

BYDUREON BCise, a new formulation of BYDUREON in an improved once-weekly, single-dose autoinjector device for adults with type 2 diabetes was approved by FDA in October 2017 and is available in the U.S. A regulatory application for the new autoinjector device has also been accepted by the EMA.

Key Development Programs

Our R&D is focused on leveraging our formulation expertise and proprietary product platforms to develop novel, competitively advantaged medications designed to enhance patient outcomes in major CNS disorders, such as schizophrenia, addiction, depression and MS. As part of our ongoing R&D efforts, we have devoted, and will continue to devote, significant resources to conducting pre-clinical work and clinical studies to advance the development of new pharmaceutical products. The discussion below highlights our current key R&D programs. Drug development involves a high degree of risk and investment, and the status, timing and scope of our development programs are subject to change. Important factors that could adversely affect our drug development efforts are discussed under the heading "Cautionary Note Concerning Forward-Looking Statements" in this Form 10-Q and in "Part I, Item 1A—Risk Factors" of our Annual Report. Refer to the "Patents and Proprietary Rights" section in "Part I, Item 1— Business" of our Annual Report for information with respect to the IP protection for our development products.

The following graphic summarizes the status of our key development programs:

Aripiprazole Lauroxil NanoCrystal Dispersion

Aripiprazole Lauroxil NanoCrystal Dispersion ("AL_{NCD}") is a novel, investigational product designed to enable initiation onto any dose or duration of ARISTADA (aripiprazole lauroxil) extended-release injectable suspension for the treatment of schizophrenia. AL_{NCD} uses our proprietary NanoCrystal technology and provides an extended-release

aripiprazole lauroxil formulation having a smaller particle size than ARISTADA, thereby enabling faster dissolution and leading to more rapid achievement of therapeutic levels of aripiprazole. We have submitted a NDA to the FDA for AL_{NCD} to be used as an initiation dose for ARISTADA for the treatment of schizophrenia. The FDA has issued a target action date for the AL_{NCD} NDA of June 30, 2018 under the Prescription Drug User Fee Act.

ALKS 5461

ALKS 5461 is a proprietary, investigational, once-daily, oral medicine that acts as an opioid system modulator and represents a novel mechanism of action for the adjunctive treatment of MDD. ALKS 5461 is a fixed-dose combination of buprenorphine, a partial mu-opioid receptor agonist and kappa-opioid receptor antagonist, and samidorphan, a mu-opioid receptor antagonist. In January 2018, we completed submission of our NDA for ALKS 5461. The NDA is based on a clinical efficacy and safety package with data from more than 30 clinical trials and more than 1,500 patients with MDD.

In March 2018, the FDA issued a refusal to file letter, or RTF, for our ALKS 5461 NDA. The RTF cited insufficient evidence of effectiveness and the need for additional bridging data between ALKS 5461 and the reference listed drug, buprenorphine.

In April 2018, two weeks after issuing the RTF and after engaging with us, the FDA rescinded the RTF and accepted the NDA for ALKS 5461 for review. The issues noted in the RTF will be addressed within the context of the FDA's review. The FDA has issued a target action date for the ALKS 5461 NDA of January 31, 2019 under the Prescription Drug User Fee Act.

In March 2018, U.S. Patent Nos. 9,913,837 and 9,918,978 relating to ALKS 5461 were granted. U.S. Patent No. 9,913,837 has claims that cover has claims that cover methods of treating depression, and U.S. Patent No. 9,918,978 has claims that cover compositions of samidorphan and buprenorphine. Both patents expire in 2032.

ALKS 3831

ALKS 3831 is an investigational, novel, once-daily, oral atypical antipsychotic drug candidate for the treatment of schizophrenia. ALKS 3831 is composed of samidorphan in combination with the established antipsychotic drug olanzapine, which is generally available under the name ZYPREXA. ALKS 3831 is designed to provide the strong antipsychotic efficacy of olanzapine and a differentiated safety profile with favorable weight and metabolic properties.

The ENLIGHTEN clinical development program for ALKS 3831 includes two key studies: ENLIGHTEN-1, a study evaluating the antipsychotic efficacy of ALKS 3831 compared to placebo over four weeks and ENLIGHTEN-2, a study assessing weight gain with ALKS 3831 compared to olanzapine in patients with schizophrenia over six months. The program also includes supportive studies to evaluate the pharmacokinetic and metabolic profile of ALKS 3831 and long-term safety.

Results from ENLIGHTEN-2 are expected in the fourth quarter of 2018.

We recently completed the exploratory phase 1 metabolic study of ALKS 3831, assessing the effects of ALKS 3831 on important metabolic parameters compared to olanzapine, and expect to present initial results in the second quarter of 2018.

We expect to use safety and efficacy data from the ENLIGHTEN clinical development program, if successful, to serve as the basis for an NDA, which we plan to submit to the FDA in the first half of 2019.

BIIB098 (formerly ALKS 8700)

BIIB098, formerly referred to as ALKS 8700, is a novel, proprietary, oral investigational monomethyl fumarate ("MMF") prodrug in development for the treatment of relapsing forms of MS. BIIB098 is designed to rapidly and efficiently convert to MMF in the body and to offer differentiated features as compared to the currently marketed dimethyl fumarate, TECFIDERA.

We expect to complete the required non-clinical studies in 2018 and file a 505(b)(2) NDA in the second half of 2018. For more information about 505(b)(2) NDAs, see “Part 1, Item 1—Business, Regulatory, Hatch-Waxman Act” of our Annual Report.

In November 2017, we entered into an exclusive license and collaboration agreement with Biogen relating to BIIB098. For more information about the license and collaboration agreement with Biogen, see “Part 1, Item 1—Business, Collaborative Arrangements” of our Annual Report. We are generating data from our elective, randomized, head-to-head phase 3 study designed to compare the gastrointestinal tolerability of BIIB098 to TECFIDERA, and have been sharing this data with Biogen. Biogen plans to present data from the complete study in 2019.

ALKS 4230

ALKS 4230 is an engineered fusion protein designed to preferentially bind and signal through the intermediate affinity interleukin-2 (“IL-2”) receptor complex, thereby selectively activating and increasing the number of immunostimulatory tumor-killing immune cells while avoiding the expansion of immunosuppressive cells that interfere with anti-tumor response. The selectivity of ALKS 4230 is designed to leverage the proven anti-tumor effects while overcoming limitations of existing IL-2 therapy, which activates both immunosuppressive and tumor-killing immune cells. Our phase 1 study for ALKS 4230 is being conducted in two stages: a dose-escalation stage followed by a dose-expansion stage. The first stage of the study is designed to determine a maximum tolerated dose, and to identify the optimal dose range of ALKS 4230 based on measures of immunological-pharmacodynamic effects. Following the identification of the optimal dose range of ALKS 4230 in the first stage of the study, the dose-expansion stage of the study will evaluate ALKS 4230 in patients with selected solid tumor types. Initial data from the first stage of the phase 1 study are expected in 2018.

Results of Operations

Manufacturing and Royalty Revenues

Manufacturing revenues for products that incorporate our technologies, with the exception of those from Janssen related to RISPERDAL CONSTA, are recognized over-time as products move through the manufacturing process, using a standard cost-based model as a measure of progress. Manufacturing revenue from RISPERDAL CONSTA is recognized at the point in time the product has been fully manufactured. Royalties are generally earned on our licensees’ net sales of products that incorporate our technologies and are recognized in the period the products are sold by our licensees. The following table compares manufacturing and royalty revenues earned in the three months ended March 31, 2018 and 2017:

(In millions)	Three Months Ended March 31, 2018	2017	Change Favorable/ (Unfavorable)
Manufacturing and royalty revenues:			
INVEGA SUSTENNA/XEPLION & INVEGA TRINZA/TREVICTA	$ 46.1	$ 39.2	$ 6.9
AMPYRA/FAMPYRA	28.3	29.2	(0.9)
RISPERDAL CONSTA	22.7	20.8	1.9
BYDUREON	9.7	12.3	(2.6)
Other	7.8	13.2	(5.4)
Manufacturing and royalty revenues	$ 114.6	$ 114.7	$ (0.1)

The increase in INVEGA SUSTENNA/XEPLION and INVEGA TRINZA/TREVICTA royalty revenues in the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, was due to an increase in Janssen’s end-market sales of INVEGA SUSTENNA/XEPLION and INVEGA TRINZA/TREVICTA. During the three months ended March 31, 2018, Janssen’s end-market sales of INVEGA SUSTENNA/XEPLION and INVEGA TRINZA/TREVICTA were $696.0 million, as compared to $604.0 million in the three months ended March 31, 2017. Under our agreement with Janssen, we earn royalty revenues on end-market net sales of INVEGA SUSTENNA/XEPLION and INVEGA TRINZA/TREVICTA of: 5% on calendar year net sales up to $250 million; 7% on calendar year net sales of between $250 million and $500 million; and 9% on calendar year net sales exceeding $500 million. The royalty rate resets to 5% at the beginning of each calendar year. The adoption of Topic 606 had no impact

on the method in which we recognize royalty revenue from sales of INVEGA SUSTENNA/XEPLION and INVEGA TRINZA/TREVICTA.

With the adoption of Topic 606, we changed the way in which we record certain of our manufacturing and royalty revenue for AMPYRA and FAMPYRA. We now record AMPYRA manufacturing and royalty revenue as the product is being manufactured rather than when it is shipped to Acorda. We also now record FAMPYRA manufacturing revenue as the product is being manufactured, rather than when it is shipped, but continue to record royalty revenue when the end-market sale of FAMPYRA occurs. See Note 3, *Revenue from Contracts with Customers*, in the "Notes to Condensed Consolidated Financial Statements" in this Form 10-Q, for additional information regarding the adoption of Topic 606.

There were no material changes in the amount of manufacturing or royalty revenue recognized for AMPYRA and FAMPYRA in the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, due in part to the adoption of Topic 606. During the three months ended March 31, 2018, we shipped 64% less AMPYRA and 5% less FAMPYRA, than in the three months ended March 31, 2017. However, we recognized $13.7 million in manufacturing revenues from AMPYRA/FAMPYRA for product that was in the manufacturing process at March 31, 2018, that would not have been recognized under Topic 605.

On March 31, 2017, the Delaware Court upheld the '938 Patent, which pertains to the formulation of AMPYRA and is set to expire in July 2018, and invalidated U.S. Patent Nos. 8,007,826; 8,354,437; 8,440,703; and 8,663,685, which pertain to AMPYRA. If the Federal Circuit upholds the Delaware Court's findings with respect to U.S. Patent Nos. 8,007,826; 8,354,437; 8,440,703; and 8,663,685 and the validity of the '938 Patent, we can expect competition from generic forms of AMPYRA as early as July 2018 when the '938 Patent expires. If the Federal Circuit upholds the Delaware Court's findings with respect to U.S. Patent Nos. 8,007,826; 8,354,437; 8,440,703; and 8,663,685 and overturns the Delaware Court's upholding of the validity of the '938 Patent, competition from generic forms of AMPYRA may occur before the July 2018 expiry of the '938 Patent. We can expect that competition from generic forms of AMPYRA would impact our manufacturing and royalty revenues. We expect our manufacturing and royalty revenues to decline in advance of generic entry in anticipation of reduced demand for AMPYRA.

For further discussion of the legal proceedings related to the patents covering AMPYRA, see "Part II, Item 1—Legal Proceedings" and Note 14, *Commitments and Contingencies* in the "Notes to Condensed Consolidated Financial Statements" in this Form 10-Q, and for information about risks relating to such legal proceedings see "Part I, Item 1A—Risk Factors" of our Annual Report. The legal proceedings related to the patents covering AMPYRA do not involve the patents covering FAMPYRA, and the latest of the patents covering FAMPYRA expires in April 2025 in the EU.

Under Topic 606, we continue to recognize manufacturing revenue for RISPERDAL CONSTA at a point in time, however, we now recognize manufacturing revenue when RISPERDAL CONSTA has been fully manufactured, which is when the product is approved for sale, rather than when it is shipped. We continue to record royalty revenue when the end-market sale of RISPERDAL CONSTA occurs. There were no material changes in the amount of manufacturing or royalty revenue from RISPERDAL CONSTA earned in the three months ended March 31, 2018, as compared to the three months ended March 31, 2017.

The decrease in BYDUREON royalty revenues in the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, was due to lower end-market sales of BYDUREON by AstraZeneca. During the three months ended March 31, 2018, AstraZeneca's end-market sales of BYDUREON were approximately $125.0 million, as compared to $152.8 million in the three months ended March 31, 2017. The adoption of Topic 606 had no impact in the method in which we recognize royalty revenue from sales of BYDUREON.

Product Sales, net

Our product sales, net consist of sales of VIVITROL and ARISTADA in the U.S., primarily to wholesalers, specialty distributors and pharmacies. The following table presents the adjustments deducted from product sales, gross to arrive at product sales, net during the three months ended March 31, 2018 and 2017:

	Three Months Ended March 31,			
(In millions)	2018	% of Sales	2017	% of Sales
Product sales, gross	$ 177.6	100.0 %	$ 132.6	100.0 %
Adjustments to product sales, gross:				
Medicaid rebates	(41.6)	(23.4)%	(27.6)	(20.8)%
Chargebacks	(14.7)	(8.3)%	(9.7)	(7.3)%
Product discounts	(14.1)	(7.9)%	(10.2)	(7.7)%
Medicare Part D	(5.4)	(3.0)%	(2.3)	(1.7)%
Other	(10.0)	(5.7)%	(6.3)	(4.8)%
Total adjustments	(85.8)	(48.3)%	(56.1)	(42.3)%
Product sales, net	$ 91.8	51.7 %	$ 76.5	57.7 %

Our product sales, net for VIVITROL and ARISTADA in the three months ended March 31, 2018 were $62.7 million and $29.2 million, respectively, as compared to $58.5 million and $18.0 million in the three months ended March 31, 2017, respectively.

The increase in product sales, gross, in the three months ended March 31, 2018, as compared to the corresponding prior period, was due to increased sales of both VIVITROL and ARISTADA. VIVITROL product sales, gross, increased by 21% in the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, which was due to an increase in the number of VIVITROL units sold. ARISTADA product sales, gross, increased by 82% in the three months ended March 31, 2018 as compared to the three months ended March 31, 2017, which was due to a 61% increase in the number of ARISTADA units sold and a 3% price increase that went into effect in January 2018.

Research and Development Revenue

	Three Months Ended March 31,		Change Favorable/ (Unfavorable)
(In millions)	2018	2017	
Research and development revenue	$ 18.7	$ 0.6	$ 18.1

The increase in R&D revenue in the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, was due to the revenue earned under the license and collaboration agreement we entered into during the three months ended December 31, 2017 with Biogen for BIIB098. Under the agreement, since January 1, 2018, Biogen is responsible for all of the BIIB098 development costs we incur, subject to annual budget limitations.

Costs and Expenses

Cost of Goods Manufactured and Sold

	Three Months Ended March 31,		Change Favorable/ (Unfavorable)
(In millions)	2018	2017	
Cost of goods manufactured and sold	$ 44.5	$ 40.4	$ (4.1)

The increase in cost of goods manufactured and sold in the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, was primarily due to the restructuring activity at our Athlone, Ireland manufacturing facility. During the three months ended March 31, 2018, management approved a plan designed to streamline future operational performance which included a reduction in headcount of 24 employees. Accordingly, we recorded a restructuring charge of $3.2 million within cost of goods manufactured and sold which consisted of severance and outplacement services. We will make severance payments and pay for outplacement services through June 2018.

Research and Development Expense

For each of our R&D programs, we incur both external and internal expenses. External R&D expenses include clinical and non-clinical activities performed by contract research organizations, consulting fees, laboratory services, purchases of drug product materials and third-party manufacturing development costs. Internal R&D expenses include employee-related expenses, occupancy costs, depreciation and general overhead. We track external R&D expenses for each of our development programs; however, internal R&D expenses are not tracked by individual program as they benefit multiple programs or our technologies in general.

The following table sets forth our external R&D expenses for the three months ended March 31, 2018 and 2017 relating to each of our key development programs, all other development programs and our internal R&D expenses by the nature of such expenses:

(In millions)	Three Months Ended March 31, 2018	2017	Change Favorable/ (Unfavorable)
External R&D Expenses:			
Key development programs:			
ALKS 3831	$ 15.1	$ 25.8	$ 10.7
BIIB098	11.5	14.7	3.2
ALKS 5461	8.3	9.2	0.9
ALKS 4230	7.1	1.9	(5.2)
ARISTADA and ARISTADA line extensions	4.6	1.9	(2.7)
Other external R&D expenses	11.2	9.9	(1.3)
Total external R&D expenses	57.8	63.4	5.6
Internal R&D expenses:			
Employee-related	39.6	31.7	(7.9)
Occupancy	2.7	2.4	(0.3)
Depreciation	2.9	2.4	(0.5)
Other	5.3	4.9	(0.4)
Total internal R&D expenses	50.5	41.4	(9.1)
Research and development expenses	$ 108.3	$ 104.8	$ (3.5)

These amounts are not necessarily predictive of future R&D expenses. In an effort to allocate our spending most effectively, we continually evaluate the products under development, based on the performance of such products in pre-clinical and/or clinical trials, our expectations regarding the likelihood of their regulatory approval and our view of their commercial viability, among other factors.

The decrease in expenses related to ALKS 3831 was primarily due to the decrease in activity within the ENLIGHTEN-1 and ENLIGHTEN-2 pivotal trials, which were initiated in December 2015 and February 2016, respectively, partially offset by an increase in activity within a phase 3 study of ALKS 3831 in young adults, which was initiated in June 2017. The decrease in expenses related to BIIB098 was primarily due to the timing of activity within the two-year, multicenter, open-label phase 3 study designed to assess the safety of BIIB098, which was initiated in December 2015. We also initiated an elective, randomized, head-to-head phase 3 study designed to compare the gastrointestinal tolerability of BIIB098 to TECFIDERA in patients with relapsing-remitting MS in March 2017. The decrease in expenses related to ALKS 5461 was primarily due to a decrease in activity within the program as we completed submission of our NDA to the FDA seeking marketing approval of ALKS 5461 for the adjunctive treatment of MDD in January 2018. The increase in expenses related to ALKS 4230 was primarily related to the timing of the phase 1 study, as described above under the heading "*ALKS 4230*". The increase in expenses related to ARISTADA and ARISTADA line extensions was primarily due to an increase in the activity in a phase 3b clinical study to evaluate the efficacy and safety of ARISTADA and INVEGA SUSTENNA in patients experiencing an acute exacerbation of schizophrenia.

The increase in employee-related expenses was primarily due to an increase in R&D headcount of 17% from March 31, 2017 to March 31, 2018.

Selling, General and Administrative Expense

(In millions)	Three Months Ended March 31, 2018	2017	Change Favorable/ (Unfavorable)
Selling, general and administrative expense	$ 118.1	$ 102.1	$ (16.0)

The increase in selling, general and administrative ("SG&A") expense in the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, was primarily due to an increase in employee-related expenses of $9.0 million and marketing and professional service fees of $5.9 million. The increase in employee-related expenses was primarily due to an increase in our SG&A-related headcount of 16% from March 31, 2017 to March 31, 2018. The increase in marketing and professional services fees was primarily due to additional brand investments in both VIVITROL and ARISTADA, as well as an increase in patient access support services, such as reimbursement and transition assistance, for both of these products.

Amortization of Acquired Intangible Assets

(In millions)	Three Months Ended March 31, 2018	2017	Change Favorable/ (Unfavorable)
Amortization of acquired intangible assets	$ 16.1	$ 15.3	$ (0.8)

We amortize our amortizable intangible assets using the economic-use method, which reflects the pattern that the economic benefits of the intangible assets are consumed as revenue is generated from the underlying patent or contract. Based on our most recent analysis, amortization of intangible assets included within our consolidated balance sheet at March 31, 2018 is expected to be approximately $65.0 million, $55.0 million, $50.0 million, $40.0 million and $35.0 million in the years ending December 31, 2018 through 2022, respectively.

Other Expense, Net

(In millions)	Three Months Ended March 31, 2018	2017	Change Favorable/ (Unfavorable)
Interest income	$ 1.5	$ 0.9	$ 0.6
Interest expense	(5.5)	(2.8)	(2.7)
Change in the fair value of contingent consideration	(1.9)	1.6	(3.5)
Other income (expense), net	0.8	(1.4)	2.2
Total other expense, net	$ (5.1)	$ (1.7)	$ (3.4)

The increase in interest expense was due to the Refinancing in March 2018. The Refinancing, which, among other things, extended the due date of the term loan from September 25, 2021 to March 26, 2023 and lowered the interest rate on our term loan from LIBOR plus 2.75% with a LIBOR floor of 0.75% to LIBOR plus 2.25% with no LIBOR floor, resulted in a charge of $2.3 million in the three months ended March 31, 2018. The Refinancing is discussed in greater detail in Note 10, *Long-Term Debt* in the "Notes to Condensed Consolidated Financial Statements" in this Form 10-Q.

The decrease in the fair value of contingent consideration during the three months ended March 31, 2018, was primarily due to an increase in the discount rate used in the analysis and a change in the assumptions surrounding the timing of cash flows. The valuation approach used to determine the fair value of the contingent consideration is discussed in greater detail in Note 5, *Fair Value Measurements*, in the "Notes to Condensed Consolidated Financial Statements" in this Form 10-Q.

Income Tax Benefit

(In millions)	Three Months Ended March 31, 2018	2017	Change Favorable/ (Unfavorable)
Income tax benefit	$ (4.5)	$ (3.7)	$ 0.8

The income tax benefit in each of the three months ended March 31, 2018 and 2017 primarily relates to U.S. federal and state taxes. The favorable change in income taxes in the three months ended March 31, 2018, as compared to the corresponding prior period, was primarily due to a decrease in income earned.

Liquidity and Financial Condition

Our financial condition is summarized as follows:

(In millions)	March 31, 2018 U.S.	Ireland	Total	December 31, 2017 U.S.	Ireland	Total
Cash and cash equivalents	$ 79.3	$ 107.2	$ 186.5	$ 114.7	$ 76.6	$ 191.3
Investments—short-term	121.4	96.7	218.1	127.5	114.7	242.2
Investments—long-term	93.2	44.3	137.5	108.9	48.3	157.2
Total cash and investments	$ 293.9	$ 248.2	$ 542.1	$ 351.1	$ 239.6	$ 590.7
Outstanding borrowings—short and long-term	$ 280.9	$ —	$ 280.9	$ 281.4	$ —	$ 281.4

At March 31, 2018, our investments consisted of the following:

(In millions)	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Investments—short-term	$ 218.7	$ —	$ (0.6)	$ 218.1
Investments—long-term available-for-sale	134.9	—	(1.1)	133.8
Investments—long-term held-to-maturity	3.5	0.2	—	3.7
Total	$ 357.1	$ 0.2	$ (1.7)	$ 355.6

Our investment objectives are to preserve capital, provide sufficient liquidity to satisfy operating requirements and generate investment income. We mitigate credit risk in our cash reserves by maintaining a well-diversified portfolio that limits the amount of investment exposure as to institution, maturity and investment type. However, the value of these securities may be adversely affected by the instability of the global financial markets, which could, in turn, adversely impact our financial position and our overall liquidity. Our available-for-sale investments consist primarily of short- and long-term U.S. government and agency debt securities, corporate debt securities and debt securities issued by foreign agencies and backed by foreign governments. Our held-to-maturity investments consist of investments that are restricted and held as collateral under certain letters of credit related to certain of our lease agreements.

We classify available-for-sale investments in an unrealized loss position, which do not mature within 12 months, as long-term investments. Available-for-sale investments in an unrealized gain position are classified as short-term investments, regardless of maturity date. We have the intent and ability to hold these investments until recovery, which may be at maturity, and it is more likely than not that we would not be required to sell these securities before recovery of their amortized cost. At March 31, 2018, we performed an analysis of our investments with unrealized losses for impairment and determined that they were temporarily impaired.

Sources and Uses of Cash

We expect that our existing cash and investments balance will be sufficient to finance our anticipated working capital and other cash requirements, such as capital expenditures and principal and interest payments, for at least twelve months following the date on which this Form 10-Q is filed. Subject to market conditions, interest rates and other factors, we may pursue opportunities to obtain additional financing in the future, including debt and equity offerings, corporate collaborations, bank borrowings, debt refinancings, arrangements relating to assets or other financing methods or structures.

Information about our cash flows, by category, is presented in "Part I, Item 1–Condensed Consolidated Financial Statements of Cash Flows" of this Form 10-Q. The following table summarizes our cash flows for the three months ended March 31, 2018 and 2017:

	Three Months Ended March 31,	
(In millions)	**2018**	**2017**
Cash and cash equivalents, beginning of period	$ 191.3	$ 186.4
Cash used in operating activities	(26.8)	(13.7)
Cash provided by investing activities	25.3	15.4
Cash used in financing activities	(3.3)	(6.8)
Cash and cash equivalents, end of period	$ 186.5	$ 181.3

The increase in cash flows used in operating activities in the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, was primarily due to a 17% increase in cash paid to our employees, a 7% increase in cash paid to our suppliers and $1.8 million paid in various fees in connection with the debt modification portion of the Refinancing, partially offset by a 7% increase in cash received from our customers. The increase in cash paid to employees was primarily due to a 14% increase in our headcount from March 31, 2017 to March 31, 2018. The increase in cash paid to our suppliers was primarily related to the timing of, and an increase in the volume of payments. The increase in cash received from our customers was primarily due to the increase in revenue, as previously discussed.

The increase in cash flows provided by investing activities in the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, was primarily due to an $18.7 million increase in the net sales of investments, partially offset by a $9.1 million increase in additions to our property, plant and equipment.

The decrease in cash flows used in financing activities in the three months ended March 31, 2018, as compared to the three months ended March 31, 2017, was primarily due to a $6.0 million increase in the amount of cash we received from our employees upon the exercise of stock options, partially offset by a $2.6 million increase in employee taxes paid related to the net share settlement of equity awards.

Borrowings

In March 2018, the Company completed the Refinancing related to the 2023 Term Loans. The 2023 Term Loans mature on March 26, 2023, bear interest for LIBOR Rate Loans (as defined in the Amended Credit Agreement) at LIBOR plus 2.25%, with no LIBOR floor and for ABR Loans (as defined in the Amended Credit Agreement) at ABR plus 1.25%, with an ABR floor of 1.00%.

The 2023 Term Loans amortize in equal quarterly amounts of 0.25% of the original principal amount of the loan, with the balance payable at maturity. The credit agreement, as amended by the March 2018 amendment (the "Amended Credit Agreement"), provides for incremental capacity in an amount of $175,000,000 plus additional amounts so long as the Company meets certain conditions, including a specified leverage ratio. The Amended Credit Agreement includes customary restrictive covenants subject to certain exceptions and baskets. The Amended Credit Agreement also contains customary affirmative covenants and events of default.

At March 31, 2018, the principal balance of our borrowings consisted of $284.3 million outstanding under our 2023 Term Loans. See Note 10, *Long-Term Debt*, in the "Notes to condensed Consolidated Financial Statements" in this Form 10-Q, for a further discussion of our 2023 Term Loans.

Contractual Obligations

In March 2018, we entered into a lease agreement for 900 Winter Street. The lease is for approximately 220,000 square feet of office and laboratory space in Waltham, Massachusetts and the term of the lease shall commence on the earlier of the Delivery Date or Commencement Date. The initial lease term expires on the last day of the calendar month in which the fifteenth (15th) anniversary of the Commencement Date occurs, with an option to extend for an additional ten (10) years.

Refer to the "*Contractual Obligations*" section within "Part II, Item 7 – Management's Discussion and Analysis of Financial Condition and Results of Operations" of our Annual Report for a discussion of our other contractual obligations. Other than the entry into the lease agreement for 900 Winter Street, our contractual obligations have not materially changed from the date of our Annual Report.

Off-Balance Sheet Arrangements

At March 31, 2018, we were not party to any off-balance sheet arrangements that have, or are reasonably likely to have, a current or future effect on our financial condition, changes in financial condition, revenue or expenses, results of operations, liquidity, capital expenditures or capital resources material to investors.

Critical Accounting Estimates

The discussion and analysis of our financial condition and results of operations is based on our financial statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of our financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from these estimates under different assumptions or conditions. Refer to "Critical Accounting Estimates" within "Part II, Item 7 – Management's Discussion and Analysis of Financial Condition and Results of Operations" of our Annual Report for a discussion of our critical accounting estimates. In addition, refer to Note 3, *Revenue from Contracts with Customers*, in this Form 10-Q for a discussion of how we changed the way in which we recognize revenue under Topic 606.

New Accounting Standards

Refer to "New Accounting Pronouncements" included in Note 2, *Summary of Significant Accounting Policies* in the "Notes to Condensed Consolidated Financial Statements" in this Form 10-Q for a discussion of certain new accounting standards applicable to us.

Item 3. *Quantitative and Qualitative Disclosures About Market Risk*

Market risks related to our investment portfolio, and the ways we manage such risks, are summarized in "Part II, Item 7A – Quantitative and Qualitative Disclosures About Market Risk" of our Annual Report. We regularly review our marketable securities holdings and shift our investment holdings to those that best meet our investment objectives, which are to preserve capital, provide sufficient liquidity to satisfy operating requirements and generate investment income. Apart from such adjustments to our investment portfolio, there have been no material changes to our market risks since December 31, 2017, and we do not anticipate any near-term changes in the nature of our market risk exposures or in our management's objectives and strategies with respect to managing such exposures.

We are exposed to foreign currency exchange risk related to manufacturing and royalty revenues we receive on certain of our products, partially offset by certain operating costs arising from expenses and payables in connection with our Irish operations that are settled predominantly in Euro. These foreign currency exchange rate risks are summarized in "Part II, Item 7A – Quantitative and Qualitative Disclosures About Market Risk" of our Annual Report. There has been no material change in our assessment of our sensitivity to foreign currency exchange rate risk since December 31, 2017.

Item 4. ***Controls and Procedures***

a) Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), on March 31, 2018. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of March 31, 2018 to provide reasonable assurance that the information required to be disclosed by us in the reports that we file under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, our management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and our management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

b) Change in Internal Control Over Financial Reporting

During the period covered by this report, there have been no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. ***Legal Proceedings***

For information regarding legal proceedings, refer to Note 14, *Commitments and Contingencies* in the "Notes to Condensed Consolidated Financial Statements" in this Form 10-Q, which is incorporated into this Part II, Item 1 by reference.

Item 1A. ***Risk Factors***

Information regarding risk factors appears in "Part I, Item 1A—Risk Factors" of our Annual Report and under the heading "Cautionary Note Concerning Forward-Looking Statements" in this Form 10-Q.

Item 2. ***Unregistered Sales of Equity Securities and Use of Proceeds***

On September 16, 2011, our board of directors authorized the continuation of the Alkermes, Inc. program to repurchase up to $215.0 million of our ordinary shares at the discretion of management from time to time in the open market or through privately negotiated transactions. We did not purchase any shares under this program during the three months ended March 31, 2018. As of March 31, 2018, we had purchased a total of 8,866,342 shares at a cost of $114.0 million.

During the three months ended March 31, 2018, we acquired 261,159 Alkermes ordinary shares, at an average price of $60.21 per share, related to the vesting of employee equity awards to satisfy withholding tax obligations.

Item 5. ***Other Information***

The Company's policy governing transactions in its securities by its directors, officers and employees permits its officers, directors and employees to enter into trading plans in accordance with Rule 10b5-1 under the Exchange Act. During the quarter ended March 31, 2018, Messrs. James M. Frates, Michael J. Landine, Richard F. Pops and Mark Stejbach, each an executive officer of the Company, entered into a trading plan in accordance with Rule 10b5-1 and the Company's policy governing transactions in its securities by its directors, officers and employees. The Company

undertakes no obligation to update or revise the information provided herein, including for any revision or termination of an established trading plan.

Item 6. ***Exhibits***

The following exhibits are filed or furnished as part of this Form 10-Q:

EXHIBIT INDEX

Exhibit No.	Description of Exhibit
10.1 #†	Offer Letter between Alkermes, Inc. and James R. Robinson, Jr., dated February 28, 2018.
10.2 †	Form of Employment Agreement entered into by and between Alkermes, Inc. and James R. Robinson, Jr. (incorporated by reference to Exhibit 10.1 of the Alkermes plc Quarterly Report on Form 10-Q filed on November 2, 2016).
10.3 #*	Third Amendment to Development and License Agreement, dated March 20, 2018, by and between Amylin Pharmaceuticals, LLC and Alkermes Pharma Ireland Limited (as successor-in-interest to Alkermes Controlled Therapeutics Inc. II), amending that certain Development and License Agreement, by and between ACTII and Amylin, dated May 15, 2000, as amended on October 24, 2005 and July 17, 2006.
10.4 #	Lease between Alkermes, Inc. and PDM 900 Unit, LLC, dated March 23, 2018.
10.5 #	Amendment No. 5, dated as of March 26, 2018, to Amended and Restated Credit Agreement, dated as of September 16, 2011, as amended and restated on September 25, 2012, as further amended by Amendment No. 2 on February 14, 2013, as amended by Amendment No. 3 and Waiver to Amended and Restated Credit Agreement dated as of May 22, 2013, and as amended by Amendment No. 4, dated as of October 12, 2016, among Alkermes, Inc., Alkermes plc, the guarantors party thereto, the lenders party thereto and Morgan Stanley Senior Funding, Inc. as Administrative Agent and Collateral Agent.
31.1 #	Rule 13a-14(a)/15d-14(a) Certification.
31.2 #	Rule 13a-14(a)/15d-14(a) Certification.
32.1‡	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101 #+	The following materials from Alkermes plc's Quarterly Report on Form 10-Q for the three months ended March 31, 2018, formatted in XBRL ("Extensible Business Reporting Language"): (i) the Condensed Consolidated Balance Sheets, (ii) the Condensed Consolidated Statements of Operations and Comprehensive Loss, (iii) the Condensed Consolidated Statements of Cash Flows, and (iv) the Notes to the Condensed Consolidated Financial Statements.

+ XBRL (Extensible Business Reporting Language).

Filed herewith.

‡ Furnished herewith.

† Indicates a management contract or any compensatory plan, contract or arrangement.

* Confidential treatment has been granted or requested for certain portions of this exhibit. Such portions have been filed separately with the SEC pursuant to a confidential treatment request.

SIGNATURES

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

ALKERMES plc

(Registrant)

By: /s/ Richard F. Pops
Chairman and Chief Executive Officer
(Principal Executive Officer)

By: /s/ James M. Frates
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

Date: April 26, 2018

Exhibit 10.1

February 28, 2018

Dear Jim,

On behalf of Alkermes Inc., I am pleased to offer you the position of President and Chief Operating Officer, reporting to Richard Pops, CEO. This is a full-time exempt position located in Waltham, MA. While this position will be based principally in Waltham, MA, you understand and acknowledge that you may be required to travel from time to time for business purposes. In the event of any conflict between this offer letter ("Offer Letter") and your Employment Agreement, dated as of March 2, 2018 (the "Employment Agreement"), this Offer Letter shall control and govern the rights and obligations of the Company and Executive. We acknowledge that you entered into your Employment Agreement prior to your countersignature of this Offer Letter.

This letter, and its accompanying documents, confirms the terms of the offer.

Base Pay:	Your starting annual salary will be $675,000 subject to applicable taxes and withholdings. You will be paid bi-weekly.
Annual Bonus:	You will be eligible to participate in the 2018 Reporting Officer Performance Pay Plan. Your annual Performance Pay target will be 75%. Your incentive compensation with respect to the performance period in which your employment commences shall not be prorated based on the date your employment with the Company commences ("Commencement Date"). Your actual Performance Pay will be based on individual and Company performance. You must be actively employed by Alkermes on the date the bonus is paid to receive a Performance Pay bonus.
Sign-On Bonus:	You will receive a sign-on bonus of $1,000,000**.** This is a one-time payment that is considered wages and is therefore subject to supplemental income tax rates. Your sign-on bonus should be paid within thirty (30) days of your start date. If you voluntarily separate your employment with Alkermes prior to the first anniversary of your start date, you will be expected to return to Alkermes a prorated amount of your sign-on bonus. The prorated amount shall be calculated by multiplying 1/12th of your sign-on bonus amount ($1,000,000) by the total number of uncompleted months of service in the one year period from your start date. Repayment of the prorated amount will be due to Alkermes within thirty (30) days of your last day of employment with Alkermes.
Equity Participation:	After your Commencement Date, upon the approval by the Compensation Committee of the Board of Directors of Alkermes plc, you will be granted a ten (10) year stock option exercisable for 140,000 shares of Alkermes plc ordinary shares and a grant of 25,000 Restricted Stock Units. The Compensation Committee generally meets once per month to approve grants for employees who began employment at the company during the previous month. The stock option and restricted stock unit grants will be subject to the terms and conditions of the applicable Alkermes plc equity plan. The price of the option will be the closing price of the stock on the date of grant. The stock option grant and the restricted stock unit grant will each vest ratably over four (4) years on the anniversary of the grant date, provided that you remain employed by an Alkermes plc affiliated Company. You will receive notice of your equity award grant via Alkermes/Merrill Lynch's Benefits On-line system. Information regarding your equity grant including the grant award certificate can also be found in the Alkermes/Merrill Lynch's Benefits On-line system and in the applicable Alkermes plc equity plan. In the event you cease to be employed by an Alkermes plc affiliated Company, vesting of the equity grants shall cease. We will provide you with a copy of the Alkermes plc equity plan from which your equity grant was made for complete details.

Relocation:	As part of this offer, you will be eligible for Alkermes' relocation benefits, outlined in the enclosed summary. Upon accepting this offer of employment, and upon your successful completion of all aspects of the Alkermes pre-employment screening processes, your Human Resources representative will arrange for a relocation counselor to begin your relocation process. In the interim period, do not contact or initiate any relocation related services including, but not limited to, real estate agents, mortgage companies and household goods moving services. Relocation services initiated outside of our relocation program may not be covered and could therefore result in the forfeiture of certain benefits. Additionally, should you voluntarily terminate your employment with Alkermes within twelve (12) months from your effective start date, you acknowledge by accepting this offer that you will be required to reimburse Alkermes all or part of the expenses paid to you or on your behalf associated with your relocation, as outlined in the Payback Agreement that you will be required to sign upon the initiation of your relocation benefits.
Vacation:	In addition to location specific paid holidays, you are entitled to 4 weeks of annual vacation. During this year, your vacation allotment will be prorated in accordance with Alkermes' policy.
Benefits:	You will also be eligible to participate in the Alkermes benefits program as described in the accompanying *Decision Guide*. Medical, Dental, and Vision coverage will begin on your start date. Complete details and enrollment information will be included with your New Employee Welcome Packet.
Offer Contingencies:	This employment offer is contingent upon successful completion of all aspects of the Alkermes pre-employment screening process. This process includes the verification of information you will provide to us for a background check.
Background Verification Process:	This process will verify the information you have provided concerning your prior employment and education. As Alkermes is concerned with the security of our customers, employees, business partners and the general public, we will perform a criminal history check to determine whether you have criminal convictions of record and to verify your identity. For positions within our Finance department, a credit check will also be performed.
Employment Eligibility Verification:	Please note that all persons in the United States are required to complete an Employment Eligibility Verification Form on the first day of employment and submit an original document or documents that establish identity and employment eligibility within three (3) business days of employment. For your convenience, we are enclosing Form I-9 for your review. You will need to complete Section 1 and present original document(s) of your choice as listed on the reverse side of the form once you begin work. Alkermes participates in the E-Verify program. E-Verify is a Social Security Administration/Department of Homeland Security program which allows employers to electronically verify each new employee's work authorization using information provided on Form I-9. The verification process will occur within three (3) business days of employment. If you would like further information regarding E-Verify, please contact Alkermes Human Resources department.
Proprietary Information, No Conflicts:	You agree to execute the Company's standard Employee Agreement With Respect to Inventions and Proprietary Information and Non-Solicitation and to be bound by all of the provisions thereof. A copy is enclosed with this letter. You hereby represent that you are not presently bound by any employment agreement, confidential or proprietary information agreement or similar agreement with any current or previous employer that would impose any restriction on your acceptance of this offer or that would interfere with your ability to fulfill the responsibilities of your position with the Company.

Legal Fees:	Alkermes will pay up to $7,500 in legal fees associated with the review of your employment-related documents. Upon receipt of an invoice reasonably acceptable to Alkermes detailing the legal services provided, Alkermes will pay your attorney directly.
Board Membership	You may continue to serve on the board of directors of each of the Chicago Botanic Gardens and the Chicago Museum of Science and Industry, and on the advisory board of Castle Creek Pharmaceuticals, LLC. Your service on the board of directors or advisory board or similar governing body of other non-profit and for-profit organizations will be determined in accordance with the Company's standard review and approval procedures. In all cases, your service on boards of directors, advisory boards and similar governing bodies may not, in the aggregate, detract from your duties hereunder or create a business conflict.
Employment Period; Change in Control Payment:	This letter, and its accompanying documents, set out the complete terms of our offer of employment but are not intended as, and should not be considered, a contract of employment for a fixed period of time. If you accept this offer of employment with the Company, you accept that your employment is at-will, which means that you or Alkermes are free to end the employment relationship at any time, with or without cause. You will be entitled to a Change in Control payment, as defined in Section 6(b)(i)(C) of the Employment Agreement, equal to two (2) times the sum of (I) Executive's Base Salary (or Executive's Base Salary in effect immediately prior to the Change in Control, if higher) plus (II) Executive's Average Incentive Compensation. In addition, subject to your copayment of premium amounts at the active employee's rate, you will be entitled, under Section 6(b)(ii) of the Employment Agreement, to continue to participate in our group health, dental and vision program for twenty-four (24) months; provided, however, that the continuation of health benefits under this Section shall reduce and count against your rights under COBRA. The terms set forth in this paragraph shall have the meaning ascribed to them in the Employment Agreement.
Integration:	This Offer Letter, the Deed of Indemnification dated as of March 5, 2018, the Employment Agreement, and the Employee Agreement with respect to Inventions and Proprietary Information and Nonsolicitation dated as of March 5, 2018, in each case between the Company and Executive, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements or understandings, including the Offer Letter dated January 31, 2018, between the parties with respect to any related subject matter.

Jim, all of us here at Alkermes are very enthusiastic about the prospect of you joining the Company and have the highest expectation of your future contributions.

Best Regards,

Madeline Coffin
Senior Vice President, Human Resources
Alkermes Inc.

The foregoing is signed and accepted as of the date first above written by:

/s/ James Robinson	2/28/18
James R. Robinson	Date

Execution Version

A complete version of this Exhibit has been filed separately with the Securities and Exchange Commission pursuant to an application requesting confidential treatment pursuant to Rule 24b-2 promulgated under the Securities Act of 1934, as amended. Certain confidential portions of this Exhibit were omitted and replaced with double asterisks ([**]).

THIRD AMENDMENT TO DEVELOPMENT AND LICENSE AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AND LICENSE AGREEMENT (the "Third Amendment") is entered into effective as of March 20, 2018, (the "Third Amendment Effective Date") between **AMYLIN PHARMACEUTICALS, LLC**, a Delaware limited liability corporation having a principal place of business at 9360 Towne Centre Drive, San Diego, CA 92121 ("Amylin"), and **ALKERMES PHARMA IRELAND LIMITED**, a private limited company incorporated in Ireland (registered number 448848) having a registered address at Connaught House, 1 Burlington Road, Dublin 4, Ireland ("APIL") who is the successor-in-interest to **ALKERMES CONTROLLED THERAPEUTICS INC. II** ("ACTII"). Amylin and APIL are referred to herein collectively as "Parties" and individually as a "Party".

WHEREAS, APIL and Amylin are parties to that certain Development and License Agreement dated May 15, 2000, as amended on October 24, 2005 and July 17, 2006 (the "Agreement"); and

WHEREAS, APIL and Amylin are also parties to a Technology Transfer and Construction Management Agreement dated October 24, 2005, as amended (the "Tech Transfer Agreement"); and

WHEREAS, the Parties desire to amend the Agreement as set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions.

1.1 All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement or the Tech Transfer Agreement, as applicable.

1.2 Section 1.4 of the Agreement is hereby amended and restated in its entirety as follows:

> "1.4 "Affiliates" means any entity controlled by, controlling or under common control of any entity. For purposes of this Section 1.4, the term "under common control" means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management of policies of such entity, whether through the ownership of voting securities, by contract, or otherwise. For clarity, unless otherwise expressly provided to the contrary herein, AstraZeneca Pharmaceuticals LP and AstraZeneca UK Limited shall be deemed to be Affiliates of Amylin for purposes of this Agreement from and after February 1, 2014."

1.3 Section 1.5 of the Agreement is hereby amended and restated in its entirety as follows:

"1.5 "Amylin Patents and Proprietary Information" means (i) the patents and patent applications necessary or useful in the development of a product in the Field under this Agreement, initially AC2993, together with any patents resulting therefrom, including divisionals, continuations, continuations-in-part, continued prosecution applications, reissues, re-examinations, extensions of term, substitutions, revalidations, renewals, supplemental protection certificates, registrations and confirmations thereof, (ii) the proprietary information, including data, results, knowledge, materials, compositions, formulas, specifications, designs, devices, methods, processes and techniques, whether patentable or not, developed, conceived, discovered, synthesized or acquired by or on behalf of Amylin, and/or its Affiliates, necessary or useful in the development of a product in the Field under this Agreement, initially AC2993, and (iii) the Suspension Patents."

1.4 Section 1.24 of the Agreement is hereby amended and restated in its entirety as follows:

"1.24 "Product" means any (a) Field Product the manufacture, use, sale, offer for sale, or import of which but for the licenses granted in this Agreement, would infringe a Valid Claim of any of the ACTII Patents or (b) Oil-Based Product."

1.5 Section 1 of the Agreement is hereby amended to include new Sections 1.47, 1.48, 1.49 and 1.50 as follows:

"1.47 "Amylin System Know-How" means any and all confidential information, data or knowledge developed, conceived, discovered, synthesized or acquired, in each case by or on behalf of Amylin involving any use of the System or any System formulations, including, without limitation any know-how, trade secrets, proprietary information, results, materials, compositions, formulas, specifications, designs, devices, methods, processes or techniques, whether patentable or not. Amylin System Know-How does not include Suspension Patents."

"1.48 "Oil-Based Product" means, except for Exenatide LAR and Four-Week Exenatide LAR, any Field Product the manufacture, use, sale, offer for sale, or import of which is covered by a Valid Claim of any of the Suspension Patents."

"1.49 "Suspension Patents" means (i) the patent applications listed in Exhibit A hereto, (ii) any patents resulting from the patent applications described in clause (i) hereof, and (iii) any divisionals, continuations, continuations-in-part, continued prosecution applications, reissues, re-examinations, extensions of term, substitutions, revalidations, renewals, supplemental protection certificates, registrations or confirmations to any one of the foregoing patent applications and patents described in clauses (i) and (ii) hereof. The Suspension Patents shall be owned by Amylin."

"1.50 "Unit" means one (1) week of therapy of any Product. For example, a formulation of the BYDUREON® Pen, which would be dispensed to fulfill a twenty eight

(28)-day supply, contains four (4) Dual Chamber Pens, and accordingly such formulation represents four (4) Units for purposes of Section 3.5."

2. License Grants.

2.1 Section 2.1 of the Agreement is hereby amended to include subsection (d) as follows:

"(d) Subject to the limitations, terms and conditions set forth in this Agreement, Amylin hereby grants to ACTII an exclusive (even as to Amylin), worldwide, irrevocable, perpetual, royalty-free, fully paid-up, sublicensable (through multiple tiers) license under the Suspension Patents and Amylin System Know-How for all purposes outside the Field."

3. Payments to ACTII.

3.1 Section 3.4 of the Agreement is hereby amended and restated in its entirety as follows:

"3.4 Payment for Four-Week Exenatide LAR. According to Section 6, Amylin shall pay to ACTII a transfer price based on Net Sales of all Four-Week Exenatide LAR manufactured by ACTII. For all Four-Week Exenatide LAR that is not manufactured by ACTII and is instead manufactured by a third party pursuant to Section 6.2 ("Failure to Supply"), below, Amylin shall pay to ACTII a royalty on Net Sales at the rate of [**] percent ([**]%). For all Four-Week Exenatide LAR that is not manufactured by ACTII and is instead manufactured by a third party pursuant to Section 6.3 ("Second Source"), below, Amylin shall pay to ACTII a royalty on Net Sales at the rate of [**] percent ([**]%). The royalty payable under this Section 3.4 will be payable only once with respect to a particular sale of Four-Week Exenatide LAR regardless of there being more than one Valid Claim of an ACTII Patent and/or Suspension Patent applicable to such Product."

3.2 Section 3.5 of the Agreement is hereby amended and restated in its entirety as follows:

"3.5 Royalties on Products Not Manufactured by ACTII.

"(a) Until December 31st of the tenth full calendar year following the year in which the First Commercial Sale of Exenatide LAR occurs, Amylin shall pay to ACTII a royalty on Net Sales of Exenatide LAR at the following rates: (i) eight percent (8%) of Net Sales of the first 40,000,000 Units of Exenatide LAR sold or commercially disposed of for value during any full calendar year, or portion thereof, during such period and (ii) five and one-half percent (5.5%) of Net Sales of the remaining Units of Exenatide LAR sold or commercially disposed of for value during such full calendar year, or portion thereof, during such period.

(b) Until December 31st of the tenth full calendar year following the year in which the First Commercial Sale of Exenatide LAR occurs, Amylin shall pay to ACTII a royalty on Net Sales of Oil-Based Products at the following rates: (i) eight percent (8%) of Net Sales

of the first 40,000,000 Units of Oil-Based Products sold or commercially disposed of for value during any full calendar year, or portion thereof, during such period and (ii) five and one-half percent (5.5%) of Net Sales of the remaining Units of Oil-Based Products sold or commercially disposed of for value during such full calendar year, or portion thereof, during such period.

(c) Except as otherwise provided in this Agreement and after the periods defined in Section 3.5 (a) – (b), Amylin shall pay to ACTII a royalty on Net Sales of Products not manufactured by ACTII at the rate of five and one-half percent (5.5%).

The royalties payable under Section 3.5 (a) – (c) will be payable only once with respect to a particular sale of a Product regardless of there being more than one Valid Claim of an ACTII Patent and/or Suspension Patent applicable to such Product."

3.3 Section 3.6(a) of the Agreement is hereby amended and restated in its entirety as follows:

"(a) [**]"

3.4 Section 3.6(d) of the Agreement is hereby amended and restated in its entirety as follows:

"(d) Termination of Obligation to Pay Royalties.

(i) Notwithstanding anything in this Agreement to the contrary, Amylin's obligations to pay royalties on Net Sales of a Product (except for an Oil-Based Product) shall cease on a country-by-country basis upon the later of (A) ten (10) years from first commercial sale of Product (except for an Oil-Based Product), and (B) the expiration or invalidation of the last Valid Claim of all patents within the ACTII Patents covering Product in such country.

(ii) Notwithstanding anything in this Agreement to the contrary, Amylin's obligations to pay royalties on Net Sales of an Oil-Based Product shall cease on a country-by-country basis upon ten (10) years from first commercial sale of such Oil-Based Product in such country."

4. Term; Termination.

4.1 Section 9.1 of the Agreement is hereby amended and restated in its entirety as follows:

"9.1 Term; Expiration at Full Term. This Agreement shall commence as of the Effective Date hereof and, unless terminated in accordance with this Section 9, will continue until the expiration of the last royalty payable by Amylin pursuant to Section 3.6(d). Upon expiration of this Agreement under this Section 9.1, all license rights and covenants granted pursuant to this Agreement, other than those granted pursuant to Sections 2.1(c) and 2.1(d), shall become non-exclusive, worldwide, fully paid-up licenses."

4.2 Section 9.2(c) of the Agreement is hereby amended and restated in its entirety as follows:

"(c) Licenses Terminated. Upon termination by Amylin under this Section 9.2, all license rights and covenants granted under this Agreement, other than those granted pursuant to Sections 2.1(c) and 2.1(d), shall automatically terminate and revert in their entirety back to the granting party."

4.3 Section 9.3 of the Agreement is hereby amended and restated in its entirety as follows:

"9.3 Breach. Any material breach by either Party of its material obligations contained in this Agreement shall entitle the other Party (the "Non-Defaulting Party") to give to the Party in default (the "Defaulting Party") written notice specifying the nature of the default and requiring it to cure such default. If such default is not cured within sixty (60) days after the receipt of such notice, the Non-Defaulting Party shall be entitled, without prejudice to any of its other rights conferred on it by this Agreement, by law or in equity, immediately to terminate this Agreement by giving written notice to the Defaulting Party. Any dispute between the Parties to be resolved under this Agreement as to whether a product is covered by a Valid Claim of any ACTII Patent or Suspension Patent shall not be grounds for termination. If ACTII terminates this Agreement under this Section 9.3 due to Amylin's breach, all license rights granted by ACTII under this Agreement shall automatically terminate and revert in their entirety back to ACTII. If Amylin terminates this Agreement under this Section 9.3 due to ACTII's breach, then Amylin's licenses and covenants granted pursuant to Sections 2.1(a), 2.1(c) and 2.1(d) shall survive and Amylin shall owe ACTII [**]% of the royalty on Net Sales of Products that would have otherwise been owed under this Agreement pursuant to Section 3.5, above."

4.4 Section 9.6 of the Agreement is hereby amended and restated in its entirety as follows:

"9.6 Accrued Rights; Survival. Termination of this Agreement for any reason shall be without prejudice to any rights which shall have accrued to the benefit of either Party prior to such termination. Such termination shall not relieve either Party from obligations including those under the following provisions which shall survive termination of this Agreement, Sections 2.1(c) and (d), 3.6(b), (c), and (e), 4.7(d) and (d), 8, 9, 10.1, 11, 12.1, 12.8 and 12.17, or any other obligations which are expressly indicated to survive termination of this Agreement."

5. Prosecution and Maintenance of Patents.

5.1 Section 10.2 of the Agreement is hereby amended to include subsections (d) and (e) as follows:

"(d) Amylin's Obligations to Prosecute. Amylin shall file and control prosecution and maintenance of the Suspension Patents and be responsible for related interference, opposition, post-grant review and reexamination proceedings in accordance with reasonable commercial standards and reasonable principles of intellectual property protection, all at Amylin's expense. Amylin shall provide ACTII with copies of all substantive and draft communications between Amylin and applicable patent offices

regarding the Suspension Patents sufficiently in advance of filing so that ACTII may have the opportunity to comment thereon, and at least 30 days prior to the contemplated filing date whenever possible. Any reasonable requests made by ACTII pertaining to such drafts shall be reflected in such drafts, provided that ACTII provides such input to Amylin sufficiently in advance of such proposed submission date to permit inclusion therein. Each Party shall be responsible for payment of the service fees and other fees and expenses charged by its own outside counsel in connection with such prosecution.

(e) ACTII's Standby Filing Rights. If Amylin elects not to continue prosecution or maintenance of patent protection for any Suspension Patents at all or in any particular country, Amylin shall provide ACTII with prompt notice of such election, and ACTII may file and control the prosecution and maintenance of such Suspension Patents, at ACTII's expense, with respect to such Suspension Patents everywhere or in any particular country, as the case may be. In the event ACTII elects to prosecute or maintain such Suspension Patents, Amylin will grant any necessary authority to ACTII to do so everywhere or in any particular country, as appropriate, and will cooperate as is reasonable, at ACTII's expense, with ACTII's prosecution and maintenance efforts."

6. Infringement by Third Parties.

6.1 Section 10.3(a) of the Agreement is hereby amended and restated in its entirety as follows:

"(a) Notice. Any Party learning of (i) any activities of a third party which are believed to infringe or misappropriate the ACTII Patents or patents that claim Joint Inventions in the Field, (ii) any activities of a third party which are believed to infringe or misappropriate any Suspension Patent, or (iii) any claim of a third party that any of the ACTII Patents or Suspension Patents are invalid or unenforceable shall promptly notify the other Party of such activities or such claim."

6.2 Section 10.3 of the Agreement is hereby amended to include subsection (d) as follows:

"(d) Infringement of Suspension Patents. Amylin shall have the primary right, but not the obligation, to institute, prosecute and control any action or proceeding with respect to any infringement or misappropriation of any of the Suspension Patents both inside the Field and outside the Field by counsel of its own choice and at Amylin's expense. If Amylin fails to bring an action or proceeding within a period of ninety (90) days after receiving written notice from ACTII or otherwise having knowledge of infringement of Suspension Patents outside the Field (or at least twenty (20) days before the expiration of any time limit set forth under 21 U.S.C. §355), then ACTII shall have the right to bring and control any such action by counsel of its own choice and at ACTII's expense. If ACTII reasonably determines that Amylin is an indispensable party to the action, Amylin hereby consents to be joined. In such event, Amylin shall have the right to be represented in that action by counsel of its own choice and at Amylin's expense. No settlement, consent judgment or other voluntary final disposition of a suit under this Section 10.3(d) may be entered into without the joint consent of Amylin and ACTII (which consent shall

not be unreasonably withheld). If Amylin fails to bring action and ACTII brings action, any damages or other monetary awards recovered by ACTII shall be applied pro-rata to defray the reasonable costs and expenses incurred in the action by both Parties. If any balance remains it shall be allocated to ACTII."

7. Indemnification.

7.1 Section 11.1 of the Agreement is hereby amended and restated in its entirety as follows:

"11.1 Indemnification by Amylin**.** Amylin hereby agrees to indemnify and hold harmless ACTII and its Affiliates and each of their respective agents, employees, officers and directors (the "ACTII Indemnitees") from and against any and all suits, claims, actions, demands, liabilities, expenses and/or losses, including reasonable investigation expenses, legal expenses and attorneys' fees ("Losses") resulting directly from (a) any material breach of this Agreement by Amylin, (b) the marketing, packaging, testing, labeling, manufacture, use or sale of Field Products or Products or (c) the performance of research and development by or on behalf of Amylin with respect to Products, including pursuant to the Product Development Plan (except that Amylin shall not indemnify ACTII for Losses resulting from the Product Development Plan or flaws or omissions in the Product Development Plan itself) except to the extent such Losses are required to be indemnified by ACTII pursuant to Section 11.2 hereof, and except to the extent such Losses are attributable to the gross negligence or willful misconduct of any ACTII Indemnitee."

8. Miscellaneous Provisions.

8.1 Section 12.3 of the Agreement is hereby amended and restated in its entirety as follows:

"12.3 Notices. All notices and other communications required or permitted hereunder shall be effective upon receipt and shall be in writing and may be delivered in person, by facsimile, overnight delivery service or United States mail, in which event it may be mailed by first-class, certified or registered, postage prepaid, addressed to the parties as follows:

If to Amylin:

Amylin Pharmaceuticals, LLC
9360 Towne Centre Drive
San Diego, California 92121, USA
Attention: CEO

With a copy to:

AstraZeneca Pharmaceuticals LP
1800 Concord Pike
Wilmington, Delaware 19803, USA
Attention: General Counsel

If to ACTII:

Alkermes Public Limited Company
Connaught House
1 Burlington Road
Dublin 4, Ireland
Attention: President

With a copy to:

Alkermes Public Limited Company
Connaught House
1 Burlington Road
Dublin 4, Ireland
Attention: Chief Legal Officer

or to such other addresses as may from time to time be given in writing by either Party to the other pursuant to the terms hereof."

8.2. Section 12 of the Agreement is hereby amended to include new Section 12.19 as follows:

"12.19. Performance by an Affiliate. Each Party shall always have the right to perform any or all of its obligations and exercise any or all of its rights under this Agreement through any of its Affiliates (but only for so long as such entity is and remains an Affiliate of such Party), provided that each of Amylin and Alkermes shall remain responsible for the performance of obligations under this Agreement, and the compliance with the terms and conditions hereof, by its Affiliates and any act or omission by an Affiliate of a Party shall constitute an act or omission by such Party."

9. Release.

9.1 APIL has alleged that Amylin has performed research and development in contravention of Section 4 of the Agreement, used APIL's materials (e.g., microspheres) outside the scope of the limitations set forth in Section 8.1 of the Agreement and used the ACTII Manufacturing Know-How outside the scope of the limitations set forth in Section 2.7 of the Tech Transfer Agreement resulting in the inventions that are exemplified, described, or claimed in the Suspension Patents. In consideration of Amylin's grant of rights and licenses pursuant to this Third Amendment, APIL, on behalf of itself and on behalf of each of its agents, officers, shareholders, directors, employees, Affiliates, predecessors, successors, and assigns (collectively, the "APIL Releasing Parties") hereby fully and forever releases and discharges Amylin and its agents, officers, shareholders, directors, employees, Affiliates, predecessors, successors, and assigns (collectively, the "Amylin Releasees") from all claims, demands, damages, liabilities, obligations, causes of action and complaints, whether known or unknown, in law or equity, including costs, expenses and attorneys' fees, arising out of, in connection with or based upon conduct occurring on or before the Third Amendment Effective Date (each a "Claim") with respect to: (a) Amylin Releasees' use of APIL Releasing Parties' materials (e.g., microspheres), ACTII Patents, or ACTII Know-How (including, but not limited to, ACTII Manufacturing

Know-How) to perform research and development regarding any invention that is exemplified, described or claimed in the Suspension Patents, (b) Amylin Releasees' use of APIL Releasing Parties' materials to develop, manufacture, commercialize, or otherwise exploit any Product, in each case that is covered by one or more claims of the Suspension Patents, (c) Amylin Releasees' ownership of the Suspension Patents, and (d) Amylin Releasees' filing and prosecution of the Suspension Patents without disclosure of such to APIL (the "APIL Released Claims").

9.2 Notwithstanding any release and discharge by the APIL Releasing Parties of the Amylin Releasees with respect to the APIL Released Claims hereunder, nothing in this Third Amendment shall be deemed to be a release or discharge by the APIL Releasing Parties of the Amylin Releasees with respect to any other Claim or a grant by APIL to Amylin of any right or license, by implication, estoppel or otherwise, to use APIL's materials or the ACTII Manufacturing Know-How, including but not limited to any use to conduct research, development or manufacturing of any Product, other than in accordance with the terms and conditions set forth in the Agreement, as amended by this Third Amendment, and the Tech Transfer Agreement, respectively, including without limitation Sections 4 and 8.1 of the Agreement and Section 2.7 of the Tech Transfer Agreement.

10. Acknowledgement. The Parties acknowledge that the licenses, covenants, releases and rights to be provided by either Party to the other under the Agreement, as amended by this Third Amendment constitute valuable intellectual property, trade secrets, know-how, rights and materials of such Party and that the ACTII Patents and Suspension Patents are a valuable contribution to the development of Products. The Parties acknowledge and agree that, for their mutual convenience and after considering other alternatives, the payments, covenants, releases and exchange of rights set forth in the Agreement, as amended by this Third Amendment, including Section 3 (Payments to ACTII), and the timing of and basis for the payments (including the period during which royalties are due) are an appropriate and mutually convenient method of compensation.

11. Miscellaneous Provisions.

11.1 Governing Law. This Third Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws.

11.2 Entire Agreement. This Third Amendment, together with the Agreement, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior understandings and agreements whether written or oral with respect to that subject. Except as expressly set forth herein, the Agreement shall remain in full force and effect. If there is any inconsistency or conflict between any provision in this Third Amendment and any provision in the Agreement, the provision in this Third Amendment shall control.

11.3 Headings. The headings and captions included herein are for convenience of reference only and shall not be used to construe this Third Amendment.

11.4 Counterparts. This Third Amendment shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signature of each of the Parties. This Third Amendment may be executed in counterparts, each of which shall be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. This Third Amendment may be executed and delivered by facsimile or in Adobe™ Portable Document Format (PDF) by electronic mail and upon such delivery the facsimile or PDF signature will be deemed to have the same effect as if the original signature had been delivered to the other parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed and delivered this Third Amendment as of the Third Amendment Effective Date above.

AMYLIN PHARMACEUTICALS, LLC

/s/ Richard J. Kenny
Richard J. Kenny (Assistant Secretary)

ALKERMES PHARMA IRELAND LIMITED

/s/ Richie Paul
RICHIE PAUL (DIRECTOR)

[SIGNATURE PAGE TO THE THIRD AMENDMENT TO THE DEVELOPMENT AND LICENSE AGREEMENT]

Exhibit A
Suspension Patents

International Application PCT/US2009/056058 (WO 2010/028257) filed September 4, 2009 claiming priority from US Application No. 61/094,381 filed September 4, 2008.

- US Application No. 13/060,225 filed February 22, 2011 (US Patent No. 8895033);
- US Continuation Application No. 14/524521 filed October 27, 2014 – ***Abandoned***
- US Continuation Application No. 15/234,021 filed August 11, 2016

(and any divisionals, continuations, extensions thereof)

Corresponding Foreign Applications and Patents (and any divisionals, continuations, extensions thereof)

- Australian Application No. 2009289529
- Brazilian Application No. PI0918904-1
- Canadian Application No. 2,734,525
- Chinese Application No. 200980134725.7 (Patent No. ZL200980134725.7)
- Chinese Divisional Application No. 201410373411.5
- Eurasian Application No. 201170413 (Russian Patent No. 020299)
- European Application No. 09812292.2
- Hong Kong Application No. 11107414.0
- Indian Application No. 1498/DELNP/2011
- Israeli Application No. 211231
- Japanese Application No. 2011-526233
- Japanese Divisional Application No. 2015-021556
- Macau Patent No. J/001545
- Mexican Application No. MX/A/2011/002398
- New Zealand Application No. 591208
- New Zealand Divisional Application No. 604997 (Patent No. 604997)
- Singapore Application No. 201101519-5
- Singapore Application No. 10201703039
- South Korean Application No. 10-2011-7007223

International Application PCT/US2012/043615 (WO 2012/177929) filed June 21, 2012 claiming priority from US 61/501,018 (filed June 24, 2011) and US 61/657,595 (filed June 8, 2012).

- US Application No. 14/127,364 filed March 19, 2014 - ***Abandoned***

(there are no divisionals, continuations, extensions thereof)

Corresponding Foreign Applications (and any divisionals, continuations, extensions thereof)

- Chinese Application No. 201280040762.3 – ***Withdrawn***
- European Application No. 12803481.6 – ***Withdrawn by non-payment of annuity***
- Japanese Application No. 2014-517182 – ***Unexamined***

Exhibit 10.4

EXECUTION COPY

LEASE

BETWEEN

PDM 900 UNIT, LLC

AND

ALKERMES, INC.

FOR PREMISES LOCATED AT

900 WINTER STREET

RESERVOIR WOODS, WALTHAM, MASSACHUSETTS

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Exhibit 26.01-1	Executive Parking Garage Converted Office Space
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LEASE

LEASE dated as of March 23, 2018 (the "Effective Date"), by and between PDM 900 Unit, LLC, a Delaware limited liability company (hereinafter called "Landlord"), and Alkermes, Inc., a Pennsylvania corporation (hereinafter called "Tenant").

Article 1.

Premises - Term of Lease

Section 1.01. Premises. Upon and subject to the conditions and limitations hereinafter set forth, Landlord does hereby lease and demise unto Tenant the entirety of a building to be constructed on property intended to be known as 900 Winter Street, Waltham, Massachusetts, as such demised premises is more particularly described on Exhibit 1.01-1 (the "Premises"), together with the right to use in common with others unless otherwise provided herein, the walkways, driveways, parking areas (including the above-ground parking garage serving the Building and described in Section 20.10, below), loading areas, and utility lines (including telecommunications lines) serving the Premises. The parties agree that the rentable area for the Premises is 220,000 rentable square feet. The four-level building comprising the Premises is referred to herein as the "Building". The actual street address of the Building will be determined by the City of Waltham. Landlord will use reasonable efforts to encourage the City to use 900 Winter Street as the street address and, following the designation of the street address, the parties will document the same in a letter agreement prepared by Landlord.

Upon completion, the Building will become a condominium unit within the Reservoir Woods Primary Condominium (the "Condominium"), a condominium created by Master Deed dated February 26, 2007, recorded in Book 49037, Page 229 of the Middlesex South Registry of Deeds, as amended. The Building and its undivided interest in the common elements of the Condominium are referred to herein as the "Property" and are more particularly described on Exhibit 1.01-2. Upon the recording of the unit deed evidencing the creation of the condominium unit consisting of the Building, Exhibit 1.01-2 shall be amended accordingly and Landlord and Tenant shall enter into an amendment to this Lease evidencing the same. This Lease, and Tenant's leasehold interest in the Premises, are subject to the terms, covenants and conditions of agreements, easements and restrictions of record applicable to the Property, all of which Tenant shall perform and observe insofar as the same are applicable to the Premises; provided, however, that Tenant shall not be bound by any easements or restrictions made after the date of this Lease that materially and adversely affect Tenant's rights and obligations under this Lease unless (a) Landlord has obtained Tenant's prior written consent to such easements or restrictions, or (b) such easements or restrictions are imposed in connection with a lease by Tenant of the Proposed Additional Building in accordance with Article 25, below. Landlord hereby represents and warrants that none of the existing agreements, easements and restrictions of record prohibit or restrict use of the Premises for the Permitted Uses.

The Premises exclude the Base Building (as defined in Section 6.01) and the above-ground parking garage serving the Building.

Section 1.02. Special Rights.

(a) Tenant shall, subject to reasonable closures for repairs and the like, casualty, and condemnation, have the exclusive right to use the fitness center and cafeteria (with associated outdoor seating area) to be constructed as part of the Landlord Work, which areas are part of the Premises. Landlord shall arrange for a third party vendor to provide cafeteria service in the cafeteria so long as Tenant desires such cafeteria service be provided, which service shall, subject to the matters set forth above and Tenant's rights below, be available throughout the term of this Lease unless otherwise elected by Tenant in writing and shall be included in Operating Expenses. Tenant acknowledges that the fitness center shall not be staffed. The fitness center and the cafeteria are collectively hereinafter referred to as the "Amenities".

If the service provided by any third-party vendor retained by Landlord to operate the cafeteria from time to time is inconsistent with first-class standards for a suburban office, laboratory and research and development park in more than a de minimus manner, Tenant shall have the right to give Landlord written notice of such event with sufficient detail for Landlord to investigate the complaint. At the written request of Tenant, Landlord shall exercise its right to terminate the contract of such vendor, in which event Landlord shall use reasonable efforts to replace the applicable vendor with a substitute vendor experienced in operating similar facilities in first class suburban office, laboratory and research and development buildings, subject to Tenant's rights under the immediately preceding paragraph. Landlord shall consult with Tenant in the process of making menu selections for the cafeteria.

(b) Tenant shall have the exclusive (so long at the Premises consists of all rentable area in the Building) right to use and control the operation of any Building communication system serving the Premises, provided that during any such period of exclusive use and operation Landlord has access to and use of such Building communication system as reasonably required to accommodate Landlord's obligations, as well as to exercise its reserved rights, under this Lease.

(c) Tenant shall, subject to reasonable closures for maintenance and repairs (for which Landlord shall provide Tenant with reasonable prior notice where feasible), casualty, and condemnation, have the exclusive right to use and control the operation of the elevators in the Building for access and egress to the Premises; provided that such use and operation permits Landlord to have access to and use of the elevators as reasonably required to accommodate Landlord's obligations, as well as to exercise its reserved rights, under this Lease. Notwithstanding the foregoing, except for casualty or condemnation and subject to the provisions of Section 3.02, Landlord covenants to Tenant that at least one of the elevators shall be available 24 hours per day, 365 days per year during the Term.

(d) Tenant shall, subject to reasonable closures for maintenance and repairs (for which Landlord shall provide Tenant with reasonable prior notice where feasible), casualty, and condemnation, have the exclusive right to use and control the operation of the loading areas serving the Building, provided that such use and operation permits Landlord to have access to and use of the loading areas as reasonably required to accommodate Landlord's repair and maintenance obligations, as well as to exercise its reserved rights, under this Lease.

(e) Tenant shall, subject to the terms of applicable legal requirements and the terms, covenants and conditions of agreements, easements and restrictions of record applicable to the Property, have the exclusive (so long as the Premises consists of the entire rentable area of the

Building) right to install and maintain a reasonable number of emergency generators, an above-ground nitrogen tank, and an above-ground CO_2 tank serving the Premises in locations within the areas outside of the Building shown on Exhibit 1.02 ("Exterior Installation Areas") (it being agreed that Landlord shall be responsible, as part of Landlord Work, to prep the Exterior Installation Areas for Tenant, including providing secondary containment measures, to the extent described in the plans and specifications listed on Attachment 1 to Exhibit 7.02) and otherwise only in areas that are reasonably approved by Landlord in advance. Any such installations ("Exterior Equipment") shall be designed, installed, and maintained in a first class manner consistent with similar equipment at first-class mixed use park in the Route 128 corridor within the City of Waltham and shall be kept leak-free. Exterior Installation Areas shall be considered part of the Premises for all purposes under this Lease except for the determination of rentable square feet and that the use of the same shall be limited to the purposes set forth in this Section 1.02. Tenant shall maintain and operate all Exterior Equipment at its sole cost and expense and remove the same at the expiration or earlier termination of this Lease (and restore any damage caused by such removal) unless otherwise agreed to with Landlord. Tenant shall install Exterior Equipment at its sole cost and expense, at such times and in such manner as Landlord may reasonably designate and in accordance with all of the provisions of this Lease, including without limitation Article 8. Tenant shall not install or operate Exterior Equipment until it receives prior written approval of the plans for such work in accordance with Article 8.

Prior to commencing installation of any Exterior Equipment, Tenant shall provide Landlord with copies of all required permits, licenses and authorizations for such Exterior Equipment (which Tenant will obtain at its own expense and which Tenant will maintain at all times during the Term). During the Term of the Lease, the Exterior Equipment shall be treated as Tenant's personal property for all purposes. Tenant agrees that the installation, operation and removal of the Exterior Equipment shall be at its sole risk. Tenant shall provide Landlord with tank-tightness reports and all annual or other permits required for the Exterior Equipment upon Landlord's request. Tenant shall indemnify and defend Landlord and the other Indemnitees (as defined in Section 12.01) against any liability, claim or cost, including reasonable attorneys' fees, incurred in connection with the loss of life, personal injury, damage to property or business or any other loss or injury arising out of the installation, use, operation, or removal of the Exterior Equipment by Tenant or its employees, agents, contractors, or invitees, including any liability arising out of Tenant's violation of this subsection, but in no event to the extent arising out of the negligence or willful misconduct of Landlord or its employees, agents, or contractors. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

Section 1.03. Term Commencement.

(a) The term of this Lease shall commence on the earlier of (i) the Delivery Date (as defined below), or (ii) the date Tenant enters into possession of all or any substantial portion of the Premises for the conduct of its business (for the purposes of this Section 1.03, "conduct of its business" shall not include installation of furniture, fixtures, equipment, or the like). The date of commencement as so determined is hereinafter referred to as the "Commencement Date." The term shall expire at 11:59 p.m. on the date (the "Expiration Date") that is the last day of the calendar month in which the 15th anniversary of the Rent Commencement Date (as defined in Section 2.01) occurs, unless extended or sooner terminated as hereinafter provided and shall include the period between the Commencement Date and the Rent Commencement Date.

Landlord will provide Tenant with at least fourteen (14) days prior notice of the Delivery Date. If the Delivery Date designated in such notice does not occur on the initially designated date, Landlord shall keep Tenant informed of the anticipated Delivery Date and shall be required to give Tenant at least two (2) business days prior notice of the Delivery Date as so extended. The "Delivery Date" shall mean the later of (i) January 20, 2020, or (ii) the date on which Landlord Substantially Completes the Landlord Work (each as defined in Exhibit 7.02, and subject to Section 2.11 of Exhibit 7.02) and delivers exclusive possession of the Premises to Tenant in the condition otherwise required herein.

(b) Tenant and Landlord agree to execute an agreement in recordable form identifying the actual Commencement Dates, the Rent Commencement Dates, and the Expiration Date, but a failure to execute such an agreement shall not affect the commencement or expiration of the term of this Lease.

THIS LEASE IS MADE UPON THE COVENANTS, AGREEMENTS, TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS SET FORTH HEREIN, ALL OF WHICH TENANT AND LANDLORD EACH COVENANT AND AGREE TO PERFORM AND COMPLY WITH, EXCEPTING ONLY AS TO THE COVENANTS OF THE OTHER:

Article 2.

Rent

Section 2.01. Base Rent. (a) The "Rent Commencement Date" shall mean the date that is three months after the Commencement Date. Beginning on the Rent Commencement Date, and on the first day of each month thereafter, the Tenant shall pay the Landlord base rent ("Base Rent") in equal monthly installments, in advance, pursuant to the following schedule:

Period	Annual Base Rent	Annual Base Rent Per Rentable Square Foot	Monthly Base Rent
Lease Year 1	$ 6,737,500.00*	$ 35.00	$ 641,666.67
Lease Year 2	$ 7,810,000.00	$ 35.50	$ 650,833.33
Lease Year 3	$ 7,920,000.00	$ 36.00	$ 660,000.00
Lease Year 4	$ 8,030,000.00	$ 36.50	$ 669,166.67
Lease Year 5	$ 8,140,000.00	$ 37.00	$ 678,333.33
Lease Year 6	$ 8,250,000.00	$ 37.50	$ 687,500.00
Lease Year 7	$ 8,360,000.00	$ 38.00	$ 696,666.67
Lease Year 8	$ 8,470,000.00	$ 38.50	$ 705,833.33
Lease Year 9	$ 8,580,000.00	$ 39.00	$ 715,000.00
Lease Year 10	$ 8,690,000.00	$ 39.50	$ 724,166.67
Lease Year 11	$ 8,800,000.00	$ 40.00	$ 733,333.33
Lease Year 12	$ 8,910,000.00	$ 40.50	$ 742,500.00
Lease Year 13	$ 9,020,000.00	$ 41.00	$ 751,666.67
Lease Year 14	$ 9,130,000.00	$ 41.50	$ 760,833.33
Lease Year 15	$ 9,240,000.00	$ 42.00	$ 770,000.00
Lease Year 16	$ 1,168,750.00**	$ 42.50	$ 779,166.67

* - pro-rated (10.5 months); ** - pro-rated (1.5 months)

"Lease Year 1" means the period commencing on the Rent Commencement Date and ending on the day that is ten and one-half (10.5) months thereafter, and each successive "Lease Year" thereafter shall mean the 12-month period immediately following the previous Lease Year until the Expiration Date, except that "Lease Year 16" shall be one and one-half (1.5) months in duration.

Base Rent shall be pro-rated for any partial month during the Term (based on the number of days in such month). If the Rent Commencement Date is other than the first day of the month, then, with respect to the partial month following the Rent Commencement Date, Tenant shall pay to Landlord on or before the Rent Commencement Date a pro-rated share of the Base Rent that would have otherwise been payable for such month (based on the number of days in such month).

If and to the extent Tenant elects to utilize any Supplemental Allowance in accordance with Section 2.02 of the Work Letter, then Tenant shall pay equal monthly installments of Supplemental Rent together with, and in the manner of, its monthly payments of Base Rent, subject to adjustment as set forth in the Work Letter if Tenant does not requisition the entire Supplemental Allowance.

Section 2.02. Additional Rent for Operating Expenses and Taxes.

(a) Commencing on the Commencement Date, Tenant shall pay as Additional Rent to Landlord Tenant's Pro Rata Share of all Operating Expenses (as defined below). Commencing on the Rent Commencement Date, Tenant shall pay as Additional Rent to Landlord Tenant's Pro Rata Share of all Taxes (as defined below). Following such time, if any, that Tenant ceases to lease all of the rentable area within the Building, then, if within any calendar year, less than 95% of the rentable space of the Building or Property is leased and occupied under agreements for which the lease term has commenced, Operating Expenses that vary with such occupancy for

that calendar year during the term of this Lease shall be computed and adjusted upward so that Operating Expenses shall at all times equal the greater of (i) actual Operating Expenses or (ii) an amount extrapolated as if the Building or Property, as applicable, were ninety-five (95%) leased.

Additional Rent computed under this Section 2.02 shall be prorated should this Lease commence or terminate before: (i) the end of any fiscal tax year for that portion related to Taxes; or (ii) the end of any calendar year for that portion related to Operating Expenses. Tenant shall make monthly payments of Additional Rent, in advance, on the Commencement Date or Rent Commencement Date, as applicable, and the first of each month thereafter equal to one-twelfth (1/12) of the annual amount of such Additional Rent reasonably projected by Landlord to be due from Tenant (pro-rated for any partial month at the beginning or end of the term) from time to time. Tenant's monthly payments may be reasonably revised by Landlord from time to time so that Tenant's aggregate monthly payments shall equal the Additional Rent then projected to be due for the year in question. A final accounting and payment for each real estate tax and operating period shall be made within thirty (30) days after written notice from Landlord of the exact amount of such Additional Rent for the fiscal tax year or calendar year in question (each, a "Reconciliation Notice "), which notice Landlord shall endeavor to deliver to Tenant within ninety (90) days after the end of each fiscal tax year or calendar year, as applicable, and, in any event, Landlord shall deliver within 270 days after the end of each fiscal tax year or calendar year, as applicable. Landlord's statements of Additional Rent for Operating Expenses and Taxes shall be conclusive and binding on Tenant unless disputed within six months after the respective year-end statements are issued. In the event that the Additional Rent due with respect such period is finally determined to be less than the Additional Rent paid by Tenant on account of Landlord's projection of Additional Rent, Landlord shall credit the difference against the next installment of Base Rent and Tenant's Pro Rata Share of Operating Expenses and Taxes coming due under this Lease or, if no such installment is coming due, then Landlord shall promptly refund such difference. In the event Taxes for the Premises, based upon which Tenant shall have paid Additional Rent, are subsequently reduced or abated, Tenant shall be entitled to receive its allocable share of the amount abated, provided that the amount of the rebate allocable to Tenant shall in no event exceed the amount of Additional Rent paid by Tenant for such fiscal year on account of Taxes under this Section 2.02, and further provided the rebate allocable to Tenant shall be reduced by its allocable share of the reasonable cost of obtaining such reduction or abatement not otherwise paid by Tenant. The obligations of this paragraph shall survive the expiration of the Lease.

"Tenant's Pro Rata Share" shall mean 100% so long as the Premises consists of all of the rentable area of the Building.

(b) "Operating Expenses" for the purpose of this Section shall mean:

(1) All expenses incurred by the Landlord or its agents which shall be directly related to employment of day and night supervisors, janitors, handymen, engineers, mechanics, electricians, plumbers, porters, cleaners, accounting and management personnel, and other personnel (including amounts incurred for wages, salaries and other compensation for services, payroll, social security, unemployment and similar taxes, workmen's compensation, insurance, disability benefits, pensions, hospitalization, retirement plans and group insurance, uniforms and working clothes and the cleaning thereof, and expenses imposed on the Landlord or its agents pursuant to any collective bargaining agreement), for services in connection with the

operation, management, repair, maintenance, cleaning and protection of the Property (including the Base Building) and appurtenant common areas and facilities serving the Premises in a manner customarily provided to first class suburban mixed use office, laboratory and research and development parks in the suburban Boston area including without limitation repair and maintenance and providing the services required by this Lease, and, subject to clause (c)(1) below, personnel engaged in supervision of any of the persons mentioned above (collectively the "Operation of the Property");

(2) The cost of services, materials and supplies furnished or used in the Operation of the Property;

(3) The cost of replacements for tools and equipment used in the Operation of the Property;

(4) Commercially reasonable management fees paid to managing agents and for reasonable legal and other professional fees relating to the Operation of the Property, but excluding legal and other professional fees paid in connection with negotiation, administration or enforcement of leases; provided, however, that so long as an affiliate of the Landlord manages the Property, management fees for the Property shall not exceed the greater of $125,000 or three percent (3%) of the gross income from tenants of the Property (including Base Rent and all Additional Rent) computed on an annual basis plus reimbursements;

(5) Insurance premiums in connection with the Operation of the Property, including without limitation for such insurance coverages and amounts as Landlord or its mortgagees may require from time to time;

(6) The costs of plowing and snow removal, maintaining landscaping and storm water drainage systems, maintaining parking garages, other parking areas, driveways, roadways, light poles, entry areas, and loading docks in good repair reasonably free of snow and ice (costs for shared facilities shall be allocated as set forth in clause 8 below), and the cost to provide the shuttle services described in Exhibit 3.02;

(7) Amounts paid to independent contractors for services, materials and supplies furnished for the Operation of the Property;

(8) Condominium assessments and charges;

(9) All other expenses incurred in connection with the Operation of the Property, including expenditures for maintenance and repairs that are classified as capital expenditures in accordance with generally accepted accounting principles, consistently applied, and for capital improvements and replacements that (A) will, in Landlord's reasonable estimate, result in a reduction in Operating Expenses payable by Tenant (but only to the extent of such reduction) or (B) are required by changes in law occurring after the Delivery Date or enforcement of laws not generally occurring on the Delivery Date to the extent not otherwise excluded as Operating Expenses, phone charges, travel (to the extent related to the performance of services included in Operating Expenses), costs of customary waste and recyclables removal, security and life safety systems testing, common area electricity and cleaning, and utilities, any expenses in the nature of common area charges for operation, maintenance and repair of driveways, parking

garages, if any, and other facilities or services shared with other buildings or premises, and any condominium common expenses assessed against a condominium unit comprising the Premises. Any capital expenditures included in Operating Expenses pursuant to this paragraph shall be amortized on a straight line basis over the useful life of the item in question, as determined by Landlord using generally accepted accounting principles, consistently applied, together with interest at Landlord's actual interest rate incurred in financing such capital improvements, or, if no part of such expenditure is financed, at an imputed interest rate equal to the prime rate of interest as reported by Bank of America, N.A., plus three (3%) percent; and

(10) Costs incurred in connection with the operation of the fitness room and cafeteria, except to the extent covered by fees for use of such facilities.

(c) Operating Expenses shall be computed on an accrual basis and shall be determined in accordance with generally accepted accounting principles consistently applied. They must be actually incurred, but may be incurred directly or by way of reimbursement, and shall include taxes applicable thereto. The following shall be excluded from Operating Expenses:

(1) Salaries and related benefits or any portion thereof for officers and executives of the Landlord or Landlord's managing agent above the level of property manager.

(2) Depreciation of the Premises or any improvements thereon.

(3) Interest and amortization on indebtedness (except as expressly provided above).

(4) Expenses for which the Landlord, by the terms of this Lease or otherwise, makes a separate charge.

(5) The cost of any electric current or other utilities or services paid for by the Tenant or by other tenants as a separate charge.

(6) Leasing fees or commissions.

(7) Repairs or other work occasioned by the exercise of right of eminent domain.

(8) Renovating or otherwise improving or decorating, painting or redecorating space for tenants or other occupants or vacant tenant space, other than maintenance and repairs required by this Lease and work in common areas.

(9) Landlord's costs of utilities and other services sold separately to tenants for which Landlord is entitled to be reimbursed by such tenants as a separate charge over and not as part of the base rent, operating expense, or other rental amounts payable under the lease with such tenant.

(10) Expenses in connection with services or other benefits of a type which Tenant is not entitled to receive under the Lease but which are provided to another tenant or occupant.

(11) Expenses, including rental, created under any ground or underlying leases.

(12) Any particular items and services for which a tenant otherwise reimburses Landlord by direct payment over and above the base rent, operating expenses and other rental amounts payable under the applicable lease.

(13) Any expense for which Landlord is compensated through proceeds of insurance, condemnation or otherwise.

(14) Expenses for periods of time not included within the term of this Lease.

(15) Expenses that are considered capital improvements and replacements under generally accepted accounting principles, except to the extent expressly permitted pursuant to clause (b)(9), above.

(16) Cost of rebuilding after casualty or taking, other than insurance deductibles.

(17) All Operating Expenses shall be reduced by the amount (net of collection costs) of any insurance reimbursement, discount or allowance received by the Landlord in connection with such costs.

(18) Costs incurred in the acquisition and development of the Property including the correction of any defective Base Building Work.

(19) Environmental testing, and the cost of complying with applicable federal, state and local laws, regulations and rules dealing with handling, storage and disposal of Hazardous Materials (other than those ordinarily found or used in the customary operation of first class office buildings), including cleanup costs, and any related matters, except in each case to the extent caused by Tenant or any party for whom Tenant is legally responsible.

(20) That portion of employee expenses allocable to work that is not for the benefit of the Property or common areas and facilities serving the same; if employees work at more than one location, their compensation and other labor costs shall be properly allocated.

(21) Administrative fees and compensation for Landlord’s and managing agent’s general administrative staff, to the extent not directly attributable to the management, operation, maintenance and repair of the Property or common areas and facilities serving the Property (other than the management fee referred to in subsection (b)(4), above).

(22) Franchise or income taxes imposed on Landlord.

(23) Costs incurred by Landlord as a result of any violation by Landlord or any other tenant of the terms and conditions of any lease of space.

(24) Costs related to maintaining Landlord's existence, either as a corporation, partnership, or other entity, or costs incurred by Landlord relative to any debt that encumbers the Property (by example these costs shall include, but not be limited to income tax return preparation, filing costs, legal costs, etc.).

(25) Costs arising from Landlord's charitable contributions not to exceed $500 per year (such amount to be increased, but never decreased, annually in proportion to any increase in the Consumer Price Index - All Urban Consumers for the Boston Metropolitan area published by the U.S. Department of Labor or a comparable index reasonably selected by Landlord (such index being referred to herein as the "CPI")).

(26) Costs for reserves of any kind.

(27) Costs incurred in connection with Building events for tenants, including, but not limited to, tenant parties, holiday gifts and tenant welcoming gifts.

(28) Costs for any services to the Premises that are assumed by Tenant pursuant to Section 3.03 of this Lease, whether provided to Tenant or to other tenants of the Building in their premises.

(29) Costs of audited financial statements, but only to the extent the same is in excess of $15,000 in any single lease year (such amount to be increased, but never decreased, annually in proportion to any increase in the CPI).

(d) "Taxes" means all taxes, assessments, betterments, excises, user fees imposed by governmental authorities, and all other governmental charges and fees of any kind or nature, or impositions or agreed payments in lieu thereof or voluntary payments made in connection with the provision of governmental services or improvements of benefit to the Building or the Property), assessed or imposed against the Building or the Property (including without limitation any personal property taxes levied on such property or on fixtures or equipment used in connection therewith), other than a federal or state income tax of general application. Notwithstanding anything to the contrary herein, Taxes shall exclude (a) any land acquisition costs, and any other fee, cost or tax (other than increases in real property taxes resulting from reassessments of the Property) associated with the development or construction of the Property and (b) any interest or penalties for late payments to the extent relating to a period in which Tenant was not in default of its obligations to pay Tenant's Pro Rata Share of Taxes, and (c) any income, capital levy, transfer, capital stock, gift, estate or inheritance tax. The amount of any special taxes, special assessments and agreed or governmentally imposed "in lieu of tax" or similar charges shall be included in Taxes for any year but shall be limited to the amount of the installment (plus any interest, other than penalty interest, payable thereon) of such special tax, special assessment or such charge required to be paid during or with respect to the year in question. Betterments and assessments, whether or not paid in installments, shall be included in Taxes in any tax year as if the betterment or assessment were paid in installments over the longest period permitted by law, together with the interest thereon charged by the assessing authority for the payment of such betterment or assessment in installments.

If during the term of this Lease the present system of ad valorem taxation of property shall be changed so that, in lieu of or in addition to the whole or any part of such ad valorem tax there shall be assessed, levied or imposed on such property or on Landlord any kind or nature of federal, state, county, municipal or other governmental capital levy, income, sales, franchise, excise or similar tax, assessment, levy, charge or fee (as distinct from the federal and state income tax in effect on the date of this Lease) measured by or based in whole or in part upon building valuation, mortgage valuation, rents, services or any other incidents, benefits or measures of real property or real property operations, then any and all of such taxes, assessments, levies, charges and fees shall be included within the term of Taxes, but only to the extent that the same would be payable if the Property were the only property of Landlord. Taxes shall also include expenses, including reasonable fees of attorneys, appraisers and other consultants, incurred in connection with any efforts to obtain abatements or reduction or to assure maintenance of Taxes for any year wholly or partially included in the term of this Lease, whether or not successful and whether or not such efforts involved filing of actual abatement applications or initiation of formal proceedings.

(e) Tenant shall have the right for a period of ninety (90) days (the "Audit Period") following its receipt of Landlord's statement of Additional Rent due on account of Operating Expenses to examine and copy Landlord's books and records concerning Operating Expenses for the calendar year covered by such statement in the offices of the property manager or another location reasonably designated by Landlord in the greater Boston area, so long as Tenant pays any amount billed by Landlord on account of Additional Rent without protest (but subject to Tenant's right to recover any overpayments pursuant to this paragraph). Tenant's audit may be conducted by its employees or its designated accountants, provided that the accountants must be employed on a regular fee for services basis and not on a contingency fee basis. If, by notice to Landlord given after such examination but during the Audit Period (which notice shall be accompanied by documentation evidencing the results of Tenant's audit to Landlord's reasonable satisfaction), Tenant disputes the amount of Additional Rent for Operating Expenses shown on the statement, then Tenant may request that the amount of Additional Rent for Operating Expenses for the year in question be determined by an audit conducted by a certified public accountant reasonably selected by both parties, provided that if the parties are unable so to agree on an accountant within ten (10) days after receipt of Tenant's notice, then within twenty (20) days after Tenant's notice is given Tenant may submit the dispute for determination by an arbitration conducted by a single arbitrator in the Boston Office of the American Arbitration Association ("AAA") in accordance with the AAA's Commercial Arbitration Rules. The arbitrator shall be selected by the AAA and shall be a certified public accountant with at least ten (10) years of experience in auditing mixed use office, laboratory and research and development buildings in the suburban Boston area. The cost of the accountant selected by both parties, and the arbitrator, if applicable, shall be shared equally by the parties. Tenant and each person reviewing Landlord's books and records or participating in the arbitration shall agree in an instrument prepared by Landlord that all information obtained from Landlord's books and records shall be kept confidential and used only for the purpose of determining amounts properly due under this Lease. If the Additional Rent due is finally determined to be less than the Additional Rent paid by Tenant on account of Landlord's calculation of Operating Expenses, Landlord shall either promptly refund to Tenant the difference or credit same against Base Rent and Tenant's Pro Rata Share of Operating Expenses and Taxes next due from Tenant. If the Additional Rent due was less than ninety-five percent (95%) of the Additional Rent paid by Tenant on account of Landlord's calculation of Operating Expenses, Landlord shall reimburse Tenant for the reasonable third-party costs of

reviewing Landlord's books and records, but in any event not to exceed $4,000 (such amount to be increased, but never decreased, annually in proportion to any increase in the CPI).

(f) Operating Expenses which are incurred jointly for the benefit of the Building and another building or premises shall be allocated between the Building and the other building or premises in accordance with the ratio of their respective rentable areas calculated using a consistent methodology, unless Landlord reasonably determines that the other building or premises is used for a purpose materially different than the Building or that the Operating Expense in question results from a service provided or used in a materially disproportionate manner, in which case the affected cost items shall be allocated on a reasonable basis by Landlord. If Tenant ever leases less than all of the rentable area of the Building, Landlord may elect to allocate Operating Expenses separately among tenants with different use categories in the Building from time to time based on such factors as the Landlord reasonably determines (rather than on a proportionate basis based on square feet) if Landlord reasonably determines it is necessary to fairly allocate the Operating Expenses. If the Building and the land appurtenant thereto are not assessed as a separate tax parcel, then real estate taxes shall be allocated between the Building and the balance of the tax parcel based on the factors taken into account by the municipal tax assessor or such other reasonable method as Landlord may elect, which may be based on the relative square footages of the buildings and their use or may be in accordance with the ratio of their respective fair market values**.** In the event of a dispute concerning the allocation of Operating Expenses or Taxes, then the matter shall be submitted by Landlord and Tenant for resolution by arbitration in accordance with the procedures set forth in Section 2.02(e).

Section 2.03. Payment of Rent. The term "Additional Rent" shall mean all amounts due under Section 2.02 for Operating Expenses and Taxes, any Supplemental Rent, and all other amounts (except Base Rent) to be paid by Tenant to Landlord in accordance with the terms of this Lease, including without limitation payments to Landlord for reimbursement of any costs expended upon an Event of Default by Tenant. The term "Rent" shall mean Base Rent and Additional Rent. All payments of Rent shall be made to the Landlord at c/o Davis Marcus Management, 125 High Street, Boston, Massachusetts 02110, Attn: Larry Lenrow, or as may be otherwise directed by the Landlord in writing, which may include a direction to pay by wire transfer to an account specified by Landlord.

All payments of Rent shall be made without set-off, deduction or offset except as expressly provided in this Lease. Tenant's covenants and obligations to pay Rent and perform its other obligations under this Lease are separate and independent from any of Landlord's covenants and obligations in this Lease and, except for Tenant's express offset, abatement, self-help, termination and other express remedies of Tenant set forth in this Lease, in the event that at any time during the Term, Tenant shall have a claim against Landlord, Tenant shall have no right to hold back, offset or fail to pay any such Rent or other amounts due hereunder nor terminate this Lease for any alleged default by Landlord, it being understood that Tenant's sole remedy for recovering upon such claim shall be to institute an independent action against Landlord for damages or to pursue other remedies in the nature of injunctive or declaratory relief available to Tenant in equity for such breach by Landlord and to exercise Tenant's express rights and remedies in this Lease. Tenant acknowledges that it is represented by experienced leasing counsel and that the so-called "dependent covenants" rule as developed under the common law (including, without limitation, the statement of such rule as set forth in the Restatement (Second) of Property, Section 7.1) shall

not apply to this Lease or to the relationship of Landlord and Tenant created hereunder.

Section 2.04. Rent from Real Property. It is intended that all Rent payable by Tenant to Landlord, which includes all sums, charges, or amounts of whatever nature to be paid by Tenant to Landlord in accordance with the provisions of this Lease, shall qualify as "rents from real property" within the meaning of both Sections 512(b)(3) and 856(d) of the Internal Revenue Code of 1986, as amended (the "Code") and the U.S. Department of Treasury Regulations promulgated thereunder (the "Regulations"). If Landlord, in its sole discretion, determines that there is any risk that all or part of any Rent shall not qualify as "rents from real property" for the purposes of Sections 512(b)(3) or 856(d) of the Code and the Regulations, Tenant agrees (i) to cooperate with Landlord by entering into such amendment or amendments to this Lease as Landlord reasonably deems necessary to qualify all Rent as "rents from real property," and (ii) to permit an assignment of this Lease; provided, however, that any adjustments required under this section shall be made so as to produce the equivalent (in economic terms) Rent as payable before the adjustment.

Section 2.05. Security Deposit. If, following the date of this Lease, Guarantor (as defined in Section 24.01) fails to meet the Financial Test (as defined below), Tenant shall deliver to Landlord as security for the performance of the obligations of Tenant hereunder a letter of credit in the initial amount equal to $4,491,666.69 plus seven months' of Supplemental Rent, if any (the "Letter of Credit Amount") in accordance with this Section 2.05 (as renewed, replaced, increased and/or reduced pursuant to this Section 2.05, the "Letter of Credit"). Tenant's failure to timely deliver the Letter of Credit to Landlord when due within 15 days following written notice from Landlord shall constitute an Event of Default under this Lease, without any notice or cure period under Article 14. The Letter of Credit (i) shall be irrevocable and shall be issued by a commercial bank reasonably acceptable to Landlord that has an office for presentment in the City of Waltham or City of Boston, in the form attached as Exhibit 2.05 or such other substantially similar form as is reasonably acceptable to Landlord, (ii) shall require only the presentation to the issuer of a certificate of the holder of the Letter of Credit stating that Landlord is entitled to draw on the Letter of Credit pursuant to the terms of this Lease, (iii) shall be payable to Landlord or its successors in interest as the Landlord and shall be freely transferable without cost to Landlord, any such successor or any lender holding a collateral assignment of Landlord's interest in the Lease, (iv) shall be for an initial term of not less than one year and contain a provision that such term shall be automatically renewed for successive one-year periods unless the issuer shall, at least 45 days prior to the scheduled expiration date, give Landlord notice of such non-renewal, and (v) shall otherwise be in form and substance reasonably acceptable to Landlord. Landlord acknowledges that, as of the date of this Lease, Bank of America is an approved issuer of the Letter of Credit. Notwithstanding the foregoing, the term of the Letter of Credit for the final period shall be for a term ending not earlier than the date sixty (60) days after the last day of the Term. Tenant acknowledges that Landlord may be required to pledge the proceeds of the Letter of Credit to any lender holding a collateral assignment of Landlord's interest in the Lease and agrees to provide Landlord with such documentation as Landlord may reasonably request, and to cooperate with Landlord as is necessary, to evidence the consent to such pledge by the issuer of the Letter of Credit.

The "Financial Test" shall mean that Guarantor and Tenant, collectively, have unrestricted cash and cash equivalents and short term investments, as determined in accordance with generally accepted accounting principles, consistently applied, equal to at least $75,000,000

in United States dollars. If, at any time after the Letter of Credit is required because Guarantor and Tenant, collectively, do not meet the Financial Test, Guarantor and Tenant, collectively, subsequently meets the Financial Test for three complete calendar quarters in a row and reasonably evidences the same to Landlord, then, provided that Tenant is not then in default beyond applicable notice or cure periods and no Bankruptcy Event (as defined below) is then in effect, Tenant shall be entitled to a return of the Letter of Credit until the date that is 30 days following the date, if any, that Guarantor and Tenant, collectively, subsequently fails to meet the Financial Test. A "Bankruptcy Event" shall mean that Tenant or Guarantor files a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, shall file any petition or answer seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or shall seek, or consent, or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or Guarantor, as applicable, of all or any substantial part of their respective properties, or of the Premises, or shall make any general assignment for the benefit of creditors; or any court enters an order, judgment or decree approving a petition filed against Tenant or Guarantor seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors.

Landlord shall be entitled to draw upon the Letter of Credit in part or for its full amount, as Landlord may elect (i) if an Event of Default is then continuing (or if Tenant has failed to timely pay rent or perform any of its other obligations under the Lease and transmittal of a default notice or running of any cure period is barred or tolled by applicable law), (ii) if, not less than 30 days before the scheduled expiration of the Letter of Credit, Tenant has not delivered to Landlord a new Letter of Credit in accordance with this Section 2.05 (which failure shall be deemed a default without notice or cure period) or (iii) if the credit rating of the long-term debt of the issuer of the Letter of Credit (according to Moody's or similar national rating agency) is downgraded to a grade below investment rate), or if the issuer of the Letter of Credit shall enter into any supervisory agreement with any governmental authority, or if the issuer of the Letter of Credit shall fail to meet any capital requirements imposed by applicable law. Landlord may, but shall not be obligated to, apply the amount so drawn to the extent necessary to cure an Event of Default under the Lease and/or make any payments due to Landlord hereunder on account of such Event of Default including without limitation any unpaid Rent, any damages arising from a termination of this Lease in accordance with its terms, and for any damages arising from any rejection of this Lease in a bankruptcy proceeding commenced by or against Tenant. Any amount drawn in excess of the amount applied by Landlord pursuant to the immediately preceding sentence shall be held by Landlord as a security deposit for the performance by Tenant of its obligations hereunder. Said security deposit may be mingled with other funds of Landlord, and no fiduciary relationship shall be created with respect to such deposit, nor shall Landlord be liable to pay Tenant interest thereon. If Tenant shall fail to perform any of its obligations under this Lease, Landlord may, but shall not be obliged to, apply the security deposit to the extent necessary to cure the Event of Default and/or make any payments due to Landlord hereunder on account of such Event of Default. After any such application by Landlord of the Letter of Credit or security deposit, Tenant shall reinstate the Letter of Credit to the amount then required to be maintained hereunder, upon demand (and, upon such reinstatement, Landlord shall return any cash security deposit then being held by Landlord to Tenant). Within forty-five (45) days after the expiration or sooner termination of the Term the Letter of Credit and any security deposit, to the extent not applied, shall be returned to the Tenant,

without interest. For purposes of this Section 2.05, an Event of Default shall also include any default that is prevented or delayed from ripening into an Event of Default due to Landlord's inability to give any required notice or the tolling of any grace or cure period caused by any stay or injunction arising from the bankruptcy of Tenant.

In the event of a sale of the Property or lease, conveyance or transfer of the Property, Landlord shall have the right to transfer the security to the transferee ("New Landlord") and Landlord shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the New Landlord solely for the return of said security. The provisions hereof shall apply to every transfer or assignment made of the security to a New Landlord. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the Letter of Credit or the monies deposited herein as security, and that neither Landlord nor its successors or assigns shall be bound by any assignment, encumbrance, attempted assignment or attempted encumbrance.

Article 3.

Utility Services

Section 3.01. Utilities. From and after the Commencement Date, Tenant agrees to pay, or cause to be paid, as Additional Rent, all charges for electricity and other utilities consumed in the Premises (or by any special facilities serving the Premises), whether as part of Operating Expenses or as provided in this Section 3.01. Tenant will comply with all contracts relating to any such services. Tenant's charges for such utility usage shall be based upon Tenant's actual usage as determined by the utility providers, where such utilities are separately metered directly to Tenant, or by Landlord's reading of check meters serving the Premises, without mark-up, in either case as provided as part of the Finish Work. So long as the Premises consists of all rentable areas of the Building, (A) it is the intent of the parties to provide for separate, direct metering of all utilities exclusively serving the Premises to the extent feasible and (B) Tenant shall have the right, at its prior written request to Landlord, to have the electricity, water, sewer, and gas service to the Premises placed in the name of Tenant to the extent possible so long as no additional alterations or construction is required to do the same and Tenant pays any costs associated with such change. If any such utilities are in Tenant's name, then Tenant shall provide Landlord with such information regarding Tenant's utility usage from time to time as Landlord may reasonably request.

To the extent that Tenant is not paying for electricity directly to the provider therefor, Tenant shall make monthly payments of Additional Rent on account of electricity, in advance, on the Commencement Date and the first of each month thereafter equal to one-twelfth (1/12) of the annual amount of such Additional Rent reasonably projected by Landlord, based upon prior usage at the relevant building or as projected by Landlord's engineer, to be due from Tenant (pro-rated for any partial month at the beginning or end of the term) from time to time. Tenant's monthly payments may be reasonably revised by Landlord from time to time so that Tenant's aggregate monthly payments shall equal the Additional Rent then projected to be due for the year in question.

Landlord shall provide Tenant with a statement showing Tenant's actual usage of electricity based on the reading of Tenant's check-meters, if applicable, no less often than annually. If the Additional Rent due for electricity is less than the Additional Rent for electricity paid by Tenant on account of Landlord's calculation of estimated electrical charges, Landlord shall either promptly refund to Tenant the difference or credit same against Base Rent and Tenant's Pro Rata Share of Operating Expenses and Taxes next due from Tenant. If the Additional Rent due for electricity is more than Landlord's calculation of estimated electrical charges, Tenant shall pay such amount to Landlord within 30 days following receipt of the bill therefor. If such usage is not separately or check-metered from time to time, such usage and billing shall be based upon the reasonable estimate of Landlord's consulting engineer. If Tenant makes payments directly to the utility company for any separately metered utilities, then Tenant shall pay such bills directly to the utility company, Tenant shall contract directly for the applicable service, and shall pay all bills for such utility service as and when due. Tenant shall pay all costs associated with obtaining utility service, including costs for equipment installation, maintenance and repair; exit fees, stranded cost charges, and the like, other than the costs to install such services that are included as part of Base Building Work.

Section 3.02. Other Landlord Services. Landlord shall provide Tenant with access to the Premises, the Building, and the walkways, driveways, parking areas (including the above-ground parking garage serving the Building as described in Section 20.10), loading areas, and utility lines serving the Building 24 hours per day, 365 days per year, subject to matters described in Section 20.14 and Landlord's reasonable security measures for exterior common areas to the extent consistent with first class office and laboratory projects, and subject to Landlord's right to prohibit, restrict or limit access to the Building or the Premises in emergency situations if Landlord determines, in its reasonable discretion, that it is necessary or advisable to do so in order to prevent or protect against death or injury to persons or damage to property. Landlord agrees to furnish to the Premises the services, and for the periods, set forth on Exhibit 3.02 (Tenant paying for such services as Operating Expenses). All other services necessary for the use, occupancy or operation of the Premises, or to maintain the same in good condition and repair (except to the extent set forth in Section 7.01, below), shall be provided by Tenant, including without limitation security within the Premises, at Tenant's sole cost and expense. In the event of an unanticipated maintenance or repair cost that is incurred by Landlord as an Operating Expense, Landlord may notify Tenant upon determining the maintenance or repair is needed and, if requested by Landlord, Tenant shall pay the reasonable cost thereof to Landlord within thirty (30) days after request in addition to the estimated monthly payments for Operating Expenses under Section 2.02 and the additional payment shall be credited against the total amount of Operating Expenses due under Section 2.02 for the year in question. Landlord shall not be required to provide services which exceed the capacity of the building systems serving the Premises and shall not be required to act (or prevented from acting) in any manner which might create unsafe conditions, violate applicable legal requirements, or be inconsistent with standards for the operation of comparable institutionally-financed mixed use office, laboratory and research and development buildings. In any event, subject to Section 7.06 below, Landlord's obligation to provide such services shall be subject to interruption due to any act or omission of Tenant (including a failure to pay for utilities), accident, to the making of repairs, alterations or improvements (other than those due to the willful misconduct of Landlord), to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for such building, governmental restraints, or to any cause beyond the Landlord's reasonable control. In the event of any such

disruption or interruption (other than an act or omission of Tenant) prior to the time when Tenant is responsible for providing such services, Landlord will use diligent efforts to restore the services, or to cause the services to be restored, as promptly as reasonably possible. In no event shall Landlord be liable for any interruption or delay in any of the above services for any of such causes except as provided in Section 7.06.

Normal Building Hours of operation are Monday through Friday, 8 a.m. to 9 p.m., and Saturday 8 a.m. to 1 p.m., exclusive of state and federal holidays and such other days as Landlord may reasonably designate as Building holidays (e.g. the day after Thanksgiving). Notwithstanding the foregoing to the contrary, so long as Tenant is leasing 100% of the Building, Tenant may, by reasonable prior written notice to Landlord (an "Increased Service Notice"), designate reasonable changes that are consistent with similar first class office, laboratory, and research and development buildings to the Normal Building Hours. Notwithstanding anything to the contrary in the Lease, Tenant shall pay one hundred percent (100%) of the additional costs incurred to provide the additional services required by any such change in Normal Building Hours (the "Increased Service Costs") as Operating Expenses, provided that such additional costs shall be limited to the accelerated depreciation of the heating, ventilation and air conditioning system of the Building over its useful life (as determined in accordance with generally accepted accounting principles) resulting from such increased Normal Business Hours, expressed as an hourly rate, as reasonably determined by a qualified independent engineer retained by Landlord. Such costs shall be payable as Additional Rent within 30 days after invoice by Landlord, to occur no more than once per month, with respect to periods when such Increased Service Costs are incurred at the times and in the manner of Tenant's Share of Operating Expenses, including an annual reconciliation to confirm that amounts charged under this paragraph on a monthly basis reflect the actual increased usage hours by Tenant. Any dispute regarding Landlord's charges for the Increased Service Costs shall be resolved through the good faith efforts of authorized representatives of the parties and if such parties are unable to resolve such dispute within 30 days, then either of Landlord or Tenant may request that the amount of Increased Service Costs payable by Tenant be determined by arbitration of the assumptions and determinations made with respect to the Increased Service Costs included in such calculations. Such arbitration shall be conducted by a qualified independent property manager reasonably selected by both parties, provided that if the parties are unable so to agree on such property manager within ten (10) days after receipt of a request to submit such dispute to such property manager, then within twenty (20) days after such notice, either party may request that the then-President of the Greater Boston Real Estate Board appoint such qualified property manager. Any property manager selected pursuant to this paragraph shall have at least ten (10) years of experience in calculating accelerated depreciation of HVAC systems and overtime HVAC charges for Building HVAC services in similar buildings in the area and shall not be otherwise engaged by either of the parties. The parties shall have the right to submit such materials and expert testimony to the independent property manager as are reasonably required to substantiate their respective positions. Each party shall bear its own costs in connection with such proceeding, but shall share equally in the cost to retain the independent property manager. The decisions of said property manager made in accordance with this paragraph shall be final and binding on the parties.

Section 3.03. Facilities Management Rights.

(a) So long as an Event of Default does not then exist, Tenant shall have the right to assume all or any portion of the on-site management services with respect to the matters described on Exhibit 3.03-1 commencing on a date no earlier than the Commencement Date. If Tenant desires to assume all or any portion of such on-site management responsibilities pursuant to this Section 3.03, Tenant shall notify Landlord in writing (a "Facilities Management Notice") at least sixty (60) days prior to the first day of the month in which Tenant intends to assume such management responsibilities and identify by reference to Exhibit 3.03-1 the responsibilities to be assumed. In connection with any such change in management, the parties shall cooperate and coordinate with each other so as to effect a smooth transition and transfer of information and responsibility. During any period that Tenant is exercising its facilities management rights pursuant to this Section 3.03, the provisions of Exhibit 3.03-2 shall apply.

Tenant shall have the right voluntarily to terminate any portion of its management services under this Section 3.03 and to relinquish all or any portion of such services under this Section 3.03 upon sixty (60) days' notice and may subsequently again exercise its management rights hereunder (in whole or in part) provided that the conditions set forth in this Section 3.03 are then satisfied and more than twelve (12) months have elapsed following the effective date of the termination of the applicable portion of its management services. If Landlord terminates Tenant's management services pursuant to the provisions of Exhibit 3.03-2, then Tenant shall have no further right to manage any portion of the Building under this Section 3.03. If Tenant ceases to lease the entire rentable area of the Building at any time, in no event shall Tenant, in the exercise of its rights under this Section 3.03, be permitted to assume the management of areas or facilities of the Building serving tenants other than Tenant.

(b) During such time as Tenant is exercising its facilities management rights pursuant to this Section 3.03, Tenant will cooperate and work with Landlord to manage the same cooperatively with the remainder of the Property. In all events, Tenant shall be fully responsible for all costs and expenses of facilities management under this Section, subject to reimbursement for capital expenditures as set forth below. Tenant's rights under this Section 3.03 shall be personal to the Tenant originally named hereunder. In no event may Tenant's facilities management rights pursuant to this Section 3.03 be transferred to or exercised by any other transferee.

Notwithstanding anything in this Lease to the contrary, so long as Tenant is exercising its facilities management rights pursuant to this Section 3.03, Tenant will maintain, repair, replace, and manage, at its sole cost and expense (subject to reimbursement with respect to capital expenditures as set forth below) portions of the Building as further described on Exhibit 3.03-1 and designated in Tenant's Facilities Management Notice (the "Self-Managed Components") and Landlord shall, during such period, have no obligation to maintain, repair, replace, or manage the Self-Managed Components. If any element of the Self-Managed Components cannot be fully repaired or restored, and Landlord authorizes replacement of such item or replacement, or such replacement item is included in an Approved Budget (as defined in Exhibit 3.03-2) Tenant shall replace it at Tenant's cost even if the benefit or useful life of such replacement extends beyond the term of this Lease and Landlord shall reimburse Tenant for such costs to the extent that such costs are capital expenditures that would not have been includable in Operating Expenses payable by Tenant under this Lease. Landlord shall reimburse Tenant for the costs set forth in the preceding sentence by paying such costs within 30 days after receiving Tenant's invoice therefor. If Landlord

pays costs for capital expenditures when invoiced under this paragraph and Tenant subsequently exercises an option to extend the term in accordance with this Lease, Tenant shall reimburse Landlord for all such costs allocable to the extension term or terms (to the extent that such costs would have been includable in Operating Expenses payable by Tenant) within 30 days after written request by Landlord made at any time after Tenant exercises the applicable extension option. Landlord's and Tenant's obligations under the prior two sentences shall survive the expiration of the term.

Article 4.

Insurance

Section 4.01. Compliance with Property Insurance. The Tenant shall not permit any use of the Premises which will make voidable any insurance on the Property, or on the contents of said property, or which shall be contrary to any law or regulation from time to time established by the Insurance Services Office, or any similar body succeeding to its powers. The Tenant shall, on demand, reimburse the Landlord in full for its allocable share of any extra insurance premiums caused by the particular use or manner of use of the Premises by Tenant.

Section 4.02. Tenant's Required Insurance. The Tenant shall maintain with respect to the Premises and the property of which the Premises are a part, the following insurance:

(a) Commercial general liability insurance, including Broad Form Project Damage and Contractual Liability, with respect to the Premises, their use, occupancy and operation, under which Tenant is the named insured and Landlord, Landlord's managing agent, any mortgagee, the association of unit owners under the Reservoir Woods Primary Condominium, The Prudential Insurance Company of America, PGIM, Inc., PRISA II LCH, LLC, and any Landlord agents or contractors (provided that Landlord has identified such mortgagee, agents and/or contractors by notice to Tenant) are named as additional insureds with respect to their vicarious liability for covered claims arising from Tenant's use or occupancy of the Premises or the Property. Such coverage shall be written on an occurrence basis, with the following minimum limits: General Aggregate $2,000,000.00; Products/Completed Operations Aggregate $2,000,000.00; Each Occurrence $1,000,000.00; Personal and Advertising Injury $1,000,000.00; Medical Payments $5,000.00 per person. In addition, Tenant shall maintain Umbrella/Excess Liability insurance on a following form basis with the following minimum limits: General Aggregate $5,000,000.00; Each Occurrence $5,000,000.00;

(b) Commercial property insurance on an "all risk" basis, and specifically including sprinkler leakages, vandalism, and malicious mischief and plate glass damage covering all property of every description owned or brought into the Premises by Tenant, its employees, agents, contractors, subtenants, or assignees including stock-in-trade, furniture, fittings, installations, alterations, additions, partitions and fixtures or anything in the nature of a leasehold improvement made or installed by or on behalf of the Tenant, including without limitation any Tenant Work and the Finish Work, in an amount of not less than one hundred percent (100%) of the full replacement cost thereof as shall from time to time be reasonably approved by Landlord in form satisfactory to Landlord in its reasonable discretion and plate glass insurance coverage

covering all plate glass within the Premises. Landlord shall be named as loss payee on such property insurance to the extent of its interest;

(c) Policies of insurance against loss or damage arising from incidents relating to the air-conditioning and/or heating system, electrical systems, steam pipes, steam turbines, steam engines, steam boilers, other pressure vessels, high pressure piping and machinery, if any, installed in, or serving, the Premises in an amount satisfactory to Landlord in its reasonable discretion;

(d) Worker's compensation and occupational disease insurance with statutory limits and Employer's Liability insurance with the following limits: Bodily injury by disease per person $1,000,000.00; Bodily injury by accident policy limit $1,000,000.00; Bodily injury by disease policy limit $1,000,000.00;

(e) Business automobile liability insurance including owned, hired and non-owned automobiles, in an amount not less than One Million Dollars ($1,000,000) combined single limit per occurrence, with such commercially reasonable increases as Landlord may require from time to time;

(f) Business interruption insurance insuring interruption or stoppage of Tenant's business at the Premises for a period of not less than twelve (12) months; and

(g) with increases in the foregoing limits, and any other form or forms of insurance as Landlord may reasonably require from time to time, with any other form(s) of insurance in amounts and for insurable risks (on commercially reasonable terms) against which a prudent tenant would protect itself to the extent landlords of comparable buildings in the vicinity of the Property require their tenants to carry such other form(s) of insurance.

Each policy of insurance required under this Section 4.02 shall be issued by companies rated not less than A-/X by Best's Rating Service (or its successor) or otherwise acceptable to Landlord in the Landlord's reasonable discretion and licensed to do business in The Commonwealth of Massachusetts, and shall be noncancellable with respect to Landlord and any mortgagee (provided that Landlord has identified such mortgagee by notice to Tenant), without thirty (30) days prior notice to Landlord and such mortgagee. Tenant shall deliver to Landlord and any mortgagee (provided that Landlord has identified such mortgagee by notice to Tenant) certificate(s) of insurance evidencing the coverage required hereunder upon commencement of the term of this Lease and no later than thirty (30) days prior to the expiration of the coverage evidenced by a prior certificate. All such insurance certificates shall provide that such policy shall not be canceled or reduced as to coverage or amount without at least thirty (30) days prior written notice to each insured named therein. Tenant's liability insurance policy shall be primary with respect to all claims for which Tenant is to indemnify Landlord under Article 12. All furnishings, fixtures, equipment, effects and property of Tenant and of all persons claiming through Tenant which from time to time may be on the Premises or Property or in transit thereto or therefrom ("Tenant Property") shall be at the sole risk of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or be borne by Landlord.

Section 4.03. Landlord's Required Insurance. The Landlord shall maintain at least Seven Million ($7,000,000.00) Dollars of commercial general liability insurance (including so-called umbrella coverage) covering the Building. Landlord shall maintain physical damage and casualty insurance on an "all risk" basis on the Building (excluding furnishings, fixtures, equipment and other personal property of Tenant) in the amount of the full replacement cost of the Premises (other than Tenant Work and any Finish Work) as reasonably determined by Landlord, and shall also maintain boiler and rent loss insurance in amounts required by Landlord's mortgage lender or otherwise reasonably determined by Landlord. Landlord's insurance shall be issued by companies rated not less than A-/X by Best's Rating Service (or its successor) and licensed to do business in The Commonwealth of Massachusetts. Landlord shall cause the casualty insurance replacement cost coverage to be updated as reasonably necessary. Any or all of Landlord's insurance may be provided by blanket coverage maintained by Landlord or any affiliate of Landlord under its insurance program for its portfolio of properties. Landlord may maintain other coverages in such amounts as are required by Landlord's mortgage lender or otherwise as reasonably determined by Landlord.

Section 4.04. Tenant Work Insurance. In addition, during the performance of any Tenant Work, in addition to the above coverage required to be maintained by Tenant, Tenant shall cause the general contractor performing any work in the Premises (and the general contractor shall cause its subcontractors) to carry: (a) workers' compensation and occupational disease insurance in statutory amounts; (b) employer's liability insurance with a limit of not less than One Million Dollars ($1,000,000); (c) commercial general liability insurance, including personal injury and property damage, on an occurrence basis in the amount of a combined single limit of not less than One Million Dollars ($1,000,000.00) for each occurrence, such limit to be increased to Five Million Dollars ($5,000,000.00) if the cost of the work exceeds One Million Dollars ($1,000,000.00); and (d) all risk installation floater insurance (on the complete value/full coverage form) to protect Landlord's interest and that of Tenant, contractors and subcontractors during the course of the construction, with limits of not less than the total replacement cost of the completed improvements under construction. Such contractor insurance policies shall be endorsed to include Landlord, The Prudential Insurance Company of America, PGIM, Inc., the condominium association, Landlord's managing agent, any mortgagee, and any other third party providing services to the Building (provided that Landlord has identified such mortgagee and/or third parties by notice to Tenant) as additional insureds, and the floater described in clause (d) should name Landlord as loss payee.

Section 4.05. Waiver of Subrogation. Any property insurance carried by either party under Sections 4.02(b), 4.02(c) or 4.03 shall, if it can be so written without additional premium or with an additional premium which the other party agrees to pay, include a clause or endorsement denying to the insurer rights of subrogation against the other party to the extent rights have been waived by the insured hereunder prior to occurrence of injury or loss. Each party, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the other for injury or loss due to hazards covered by property insurance carried (or required to be carried) by the party suffering the injury or loss to the extent of the coverage provided (or to be provided) thereunder.

Section 4.06. Certificates of Insurance. Within fifteen (15) days of request, each party shall provide the other with certificates of all insurance maintained or required to be maintained under this Lease.

Article 5.

Use of Premises

Section 5.01. Permitted Use. The Tenant covenants and agrees to use the Premises only for the purposes of business and professional offices, research labs, and ancillary and subordinate uses customarily undertaken as accessory uses in connection therewith including without limitation an animal care facility, and for no other purpose (the "Permitted Use").

Section 5.02. Tenant's Conduct; Hazardous Materials.

(a) Tenant will not make or permit any occupancy or use of any part of the Premises for any hazardous, offensive, dangerous, noxious or unlawful occupation, trade, business or purpose or any occupancy or use thereof which is contrary to any law, by-law, ordinance, rule, permit or license, and will not cause, maintain or permit any nuisance in, at or on the Premises; provided, however, that the Permitted Use, if conducted in conformance with the terms of this Lease, all applicable legal requirements, and customary standards for first class office, laboratory and research and development space, shall not be deemed to be a hazardous, offensive, dangerous, or noxious occupation, trade, business or purpose or a nuisance unless it adversely affects tenants or occupants outside the Premises. Tenant shall not conduct or permit any foreclosure or going out of business auctions, or sheriff's sales, at the Property. Tenant shall not place any loads upon the floors, walls, or ceiling which endanger the structure, or place any Hazardous Materials in the drainage system of the Premises or Property (other than Hazardous Materials in compliance with Environmental Laws applicable to the drainage system of the Premises) or overload existing electrical or other mechanical systems. Tenant shall not use any machinery or equipment in the Premises that causes excessive noise or vibration perceptible from the exterior of the Premises, as reasonably determined by Landlord, or that unreasonably interferes with the use or enjoyment of the Property by other tenants or lawful occupants, if any. No waste materials or refuse shall be dumped upon or permitted to remain outside of the Premises except in trash containers placed inside exterior enclosures designated by Landlord for that purpose. No sign, antenna or other structure or thing shall be erected or placed on the Premises or any part of the exterior of any building or on the land comprising the Property or erected so as to be visible from the exterior of the building containing the Premises except as expressly permitted pursuant to Section 20.12 of this Lease. Tenant will not cause or permit any waste, overloading, stripping, damage, disfigurement or injury of or to the Property, the Premises, or any part thereof.

(b) Tenant agrees not to generate, store or use any Hazardous Materials (as hereinafter defined) on or about the Premises, except (a) those used by Tenant in its general office operations and janitorial services, in both cases limited to such Hazardous Materials in such amounts as are customarily used in general office uses and for janitorial service provided to general office uses, and (b) those used in connection the Permitted Uses, and in each case only in compliance with any and all Environmental Laws (as defined below) and, in each of (a) and (b), in a manner consistent with the use and operation of a biotechnology laboratory below a so-called

BL-3 level (or such lower level as is required pursuant to applicable Environmental Laws) in a mixed-use setting. Tenant shall provide Landlord, upon Landlord's written request, with copies of all Material Safety Data Sheets ("MSDS") for Hazardous Materials used or stored in the Premises. Following the initial occupancy of the Premises, Tenant agrees to notify Landlord prior to introducing any Hazardous Materials into the Premises that require special precautions or facilities materially different from Tenant's initial operations in the Premises. In all events, Tenant agrees not to release or permit Tenant or Tenant's contractors, subtenants, licensees, invitees, agents, servants or employees or others for whom Tenant is legally responsible (collectively, with Tenant, "Tenant Responsible Parties") to release any Hazardous Materials on the Premises in violation of or that requires reporting under any Environmental Law, and not to dispose of Hazardous Materials (a) on the Premises or (b) from the Property to any other location except a properly approved disposal facility and then only in compliance with any and all Environmental Laws regulating such activity, nor permit any occupant of the Premises to do so. In all events Tenant shall comply with all applicable provisions of the standards of the U.S. Department of Health and Human Services as further described in the USDHHS publication Biosafety in Microbiological and Biomedical Laboratories as it may be further revised, or such nationally recognized new or replacement standards as may be reasonably selected by Landlord.

(c) For purposes of this Lease, "Hazardous Materials" shall mean any substance regulated under any Environmental Law, including those substances defined in 42 U.S.C. Sec. 9601(14) or any related or applicable federal, state or local statute, law, regulation, or ordinance, pollutants or contaminants (as defined in 42 U.S.C. Sec. 9601(33), petroleum (including crude oil or any fraction thereof), any form of natural or synthetic gas, sludge (as defined in 42 U.S.C. Sec. 6903(26A), radioactive substances, hazardous waste (as defined in 42 U.S.C. Sec. 6903(27)) and any other hazardous wastes, hazardous substances, contaminants, pollutants or materials as defined, regulated or described in any of the Environmental Laws. As used in this Lease, "Environmental Laws" means all federal, state and local laws relating to the protection of the environment or health and safety, and any rule or regulation promulgated thereunder and any order, standard, interim regulation, moratorium, policy or guideline of or pertaining to any federal, state or local government, department or agency, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Marine Protection, Research, and Sanctuaries Act, the National Environmental Policy Act, the Noise Control Act, the Safe Drinking Water Act, the Resource Conservation and Recovery Act, as amended, the Hazardous Material Transportation Act, the Refuse Act, the Uranium Mill Tailings Radiation Control Act and the Atomic Energy Act and regulations of the Nuclear Regulatory Agency, Massachusetts General Laws Chapters 21C and 21E, and any other state and local counterparts or related statutes, laws, regulations, and order and treaties of the United States.

(d) Tenant shall permit Landlord and Landlord's agents, representatives and employees, including, without limitation, legal counsel and environmental consultants and engineers, access to the Premises during the term upon at least twenty-four (24) hours' prior notice (which may be verbal, and no such prior notice is necessary in the event of an emergency threatening life or property) to Sam Theodoss (857-829-2884) or such other employee of Tenant as Tenant may designate to Landlord from time to time for purposes of conducting environmental

assessments; provided, however, that such assessments may only be conducted if (i) Landlord has reason to believe that there has been a release or threat of release of Hazardous Materials in a reportable quantity at the Premises or arising from Tenant's activities at the Property or (ii) requested by an actual or prospective mortgage lender, purchaser or equity investor. Landlord shall permit Tenant or Tenant's representatives to be present during any such assessment, and any investigation, testing or sampling. In making any such entry, Landlord shall avoid materially interfering with Tenant's use of the Premises, and upon completion of Landlord's assessment, investigation, and sampling, shall substantially repair and restore the affected areas of the Premises from any damage caused by the assessment. Such assessment shall be at Landlord's expense, provided that if the assessment shows that a release of Hazardous Materials in violation of this Lease has occurred, then Landlord's actual, reasonable, out-of-pocket costs relating to such assessment shall be reimbursed by Tenant. Tenant shall pay for all costs reasonably incurred by Landlord, for independent consultants or otherwise, in connection with inspections, investigations, and/or response actions concerning a release or threat of release of Hazardous Materials at the Premises.

(e) Tenant covenants to use best industry practices in the conduct of all laboratory operations and the storage, use, treatment, and disposal of Environmental Substances at the Premises. Tenant shall prepare a written environmental contingency plan sufficient to comply with applicable laws, regulations, codes and ordinances and good practice for first class laboratory space ("Tenant's Environmental Contingency Program") and shall revise the same from time to time as reasonably necessary because of changes in operations within the Premises, changes in applicable legal requirements, and changes in customary practice for environmental contingencies in first class laboratory space. Tenant shall implement the Environmental Contingency Program as necessary in accordance with the approved plan (as it may be revised) and shall, within 14 days after Landlord's written request, provide Landlord with copies of all reports and documentation prepared in connection therewith. Within 14 days after Landlord's written request, Tenant shall provide Landlord with copies of any routine safety audits conducted by Tenant in the ordinary course of Tenant's business. Landlord may from time-to-time undertake an environmental audit to assess the compliance of Tenant with applicable Environmental Laws if Landlord reasonably believes that Tenant is not then in material compliance with such Environmental Laws or if there is any release of Hazardous Materials required to be reported under any Environmental Law that arises out of the use, operation, or occupancy of the Premises or Premises by Tenant or any Tenant Responsible Parties during the term of this Lease and any further period during which Tenant or any Tenant Responsible Party retains use, operation or occupancy of the Premises (a "Tenant's Release"). Any such audit shall be at Tenant's cost and expense if the results of such audit identify any such material non-compliance by Tenant or any Tenant's Release. In addition, Tenant shall investigate, assess, monitor and report as required by applicable Environmental Law, at Tenant's sole cost and expense, any Tenant's Release. Further, Tenant shall remediate, in compliance with applicable Environmental Laws, at Tenant's sole cost and expense, any Tenant's Release requiring Response Action (as defined in 310 C.M.R. 40.0000). Tenant shall submit to Landlord for Landlord's prior approval a work plan outlining in reasonable detail any Remedial Work to be performed by Tenant hereunder (the "Remedial Work Plan"). Landlord shall not unreasonably withhold or delay its approval of such Remedial Work Plan if (i) it complies with all applicable Environmental Laws; and (ii) the Remedial Work outlined therein reasonably appears sufficient to remediate the releases to the level provided for in this Section 5.02(d). If Tenant is obligated to remediate a Tenant's Release under this Lease, Tenant shall be

obligated to remediate the Tenant's Release to a level that will permit the portion of the Property to be used for first class office, laboratory, and research and development uses under applicable laws, statutes, codes, and ordinances, whether now existing or hereafter enacted. Tenant shall make available to Landlord copies of drafts of any submittals to governmental authorities in connection with the Remedial Work for Landlord's review and comment at least three (3) business days prior to such submittal, and Tenant shall consider in good faith and incorporate as Tenant reasonably deems appropriate Landlord's comments thereon. Tenant shall sign any manifests or other documents as the waste generator for any Hazardous Materials it disposes of or sends off site or otherwise arising from a Tenant's Release. This Subsection shall survive the term of this Lease and shall be subject to the provisions of Section 5.03. Tenant's remediation obligation set forth in this Subsection shall not limit Landlord's right to damages, if any, which Landlord may incur due to any unremediated Hazardous Materials resulting from a Tenant's Release.

(f) Tenant shall pay for all costs reasonably incurred by Landlord, for independent consultants or otherwise, in connection with inspections, investigations, and/or response actions concerning a release of Hazardous Materials at the Premises (to the extent caused by Tenant, Tenant 's agents, contractors or employees, or persons acting by, through or under Tenant).

(g) Tenant may require that any representative of Landlord entering into a secured portion of the Premises identified by Tenant to Landlord in advance as containing proprietary information for the purposes set forth in this Section 5.02 execute a confidentiality agreement with respect to Tenant's proprietary information, provided, however, that such agreement is subject to Landlord's prior approval (not to be unreasonably withheld). Landlord agrees to hold any proprietary information identified by Tenant and supplied to Landlord pursuant to this Section 5.02(b)-(f) ("Confidential Information") in confidence, subject to disclosures to the extent that such disclosure is required by law or court order or by discovery rules in any legal proceeding. Notwithstanding the foregoing, Landlord may disclose such Confidential Information to its lenders, attorneys, and consultants in connection with the financing or sale of the Property or Landlord's review of such information provided that such lenders, attorneys and consultants are informed of Landlord's obligations hereunder and do not disclose such Confidential Information in a manner that would not be permitted hereunder.

Section 5.03. Hazardous Materials Indemnity. Tenant shall indemnify, defend with counsel reasonably acceptable to Landlord and hold Landlord, Landlord's managing agent and any mortgagee of the Premises, and any other Indemnitees (as defined in Section 12.01) fully harmless from and against any and all liability, loss, suits, claims, actions, causes of action, proceedings, demands, costs, penalties, damages, fines and expenses, including, without limitation, attorneys' fees, consultants' fees, laboratory fees and cleanup costs, and the costs and expenses of investigating and defending any claims or proceedings, resulting from, or attributable to (i) the presence of any Hazardous Materials on the Property or the Premises arising from the action or negligence of Tenant, its officers, employees, contractors, and agents, or arising out of the generation, storage, treatment, handling, transportation, disposal or release by such party (or their respective officers, employees, contractors, agents or invitees) of any Hazardous Materials at or near the Property or the Premises, (ii) any violation(s) by Tenant or its officers, employees, contractors, agents or invitees of any applicable law regarding Hazardous Materials, and (iii) any breach by Tenant of the obligations set forth in Sections 5.02(b) and (d) of this Lease.

The provisions of this Section 5.03 shall survive the expiration or earlier termination of this Lease.

Section 5.04. Rules and Regulations. Rules and regulations delivered to Tenant in writing, provided the same are not inconsistent with or in limitation of the provisions of this Lease, which in the judgment of the Landlord are reasonable, shall be observed by the Tenant and its employees, and Tenant shall use reasonable efforts to cause its agents, contractors, customers and business invitees to comply therewith. The initial rules and regulations are attached hereto as Exhibit 5.04. So long as Tenant leases all of the rentable area of the Building, such rules and regulations shall be consistent with rules and regulations of similar first class, single tenant office and laboratory buildings in the Greater Boston area. Tenant acknowledges that the rules and regulations may include provisions necessary to comply with requirements of governmental approvals and as necessary to maintain the Leadership in Energy and Environmental Design certification, if any, of the core and shell of the Building. Landlord agrees that the rules and regulations shall not be applied against Tenant in a discriminatory manner. Tenant agrees that Landlord shall not be liable to Tenant for the failure of other tenants, if any, to comply with the rules and regulations.

Article 6.

Compliance with Legal Requirements

Section 6.01. Compliance with Legal Requirements. Throughout the term of this Lease, Tenant, at its sole cost and expense, will promptly comply with all requirements of law, code, regulation or ordinance related in any way to its use and occupancy of the Premises, including without limitation any Tenant Work and the Finish Work, and will procure and maintain all permits, licenses and other authorizations required with respect to the Premises, or any part thereof, for the lawful and proper operation, use and maintenance of the Premises or any part thereof. Notwithstanding the foregoing to the contrary, Tenant shall have no obligation to bring the foundations, exterior walls, structural floors, fire egress stairs, and roof of the Building, and the elevators, fire safety, plumbing, electrical, heating, ventilation and air conditioning systems of the Building installed as Base Building Work (collectively, the "Base Building") into compliance with applicable laws, codes, regulations or ordinances except to the extent such compliance is required as a result of (i) any Tenant Work or Finish Work, (ii) Tenant's particular use of the Premises, as opposed to the Permitted Use generally in a manner consistent with the specifications for the Base Building set forth in the Base Building Work plans and specifications, and including any compliance required due to Tenant's use of animals in the Premises or due to any density in any portion of the Premises exceeding the person per usable square feet specification for which the applicable portion of Base Building Work has been designed, (iii) Tenant's Exterior Equipment, (iv) the exercise of Tenant's facilities management rights pursuant to Section 3.03 of this Lease, (v) Tenant's negligence or willful misconduct (subject to the provisions of Section 4.05), or (vi) Tenant's default under this Lease (collectively, the "Tenant Base Building Compliance Obligations"). Landlord shall have the obligation to bring elements of the Base Building into compliance with applicable laws (including, without limitation, Environmental Laws as hereinafter defined, but subject to the other provisions of this lease governing Tenant's use of Hazardous Materials) except to the extent such compliance is required as a result of any Tenant Base Building Compliance Obligations.

Article 7.

Construction, Condition, Repairs and Maintenance of Premises

Section 7.01. Base Building Work. Landlord shall construct the Building in accordance with the Work Letter attached as Exhibit 7.02, attached.

Section 7.02. Finish Work. Landlord shall construct Tenant's initial improvements to prepare the Premises for Tenant's occupancy in accordance with Exhibit 7.02, attached.

Section 7.03. Landlord Maintenance Obligations.

(a) Except as otherwise provided in this Lease, including without limitation if Tenant has assumed responsibility for such services pursuant to a Facilities Management Notice, throughout the term of this Lease, but subject to the terms of Article 11, Landlord shall make such repairs to the Base Building, including the elevators, and the common areas of the Property exterior to the Building as may be necessary to keep them in good condition in accordance with standards for a first class office, laboratory and research and development building in the suburban Boston area, reasonable wear and tear excepted.

(b) Landlord shall prepare, or cause to be prepared, a written operations and maintenance plan for any heating, ventilation and air-conditioning systems serving the Premises (in common with other parts of the Building, if applicable) from time-to-time and shall provide Tenant with a copy of such O&M Plan. Landlord may amend or modify the O&M Plan from time to time in consultation with Tenant. If, in Tenant's good faith determination, the O&M Plan does not comply with standards for first class office, laboratory and research and development buildings in the suburban Boston area, Tenant may object to such O&M Plan with specific comments and suggestions for revisions given within 20 days following receipt of such plan from Landlord. If the parties are unable to resolve any disputes regarding whether the O&M Plan meets the applicable standard within 60 days thereafter, despite good faith efforts to do so, then either party may submit such dispute to arbitration in accordance with the last paragraph of Section 14.07(b) of this Lease (except that the arbitrator shall be a mechanical, engineering and plumbing engineer with at least 20 years' experience in the design and operation of HVAC systems in first class office and laboratory buildings in the greater Boston area). In connection with the operation and repair of such systems, Tenant shall have the appurtenant right to monitor, access and inspect such systems to confirm that they are being operated and maintained as required hereunder.

Section 7.04. Tenant Maintenance Obligations. Throughout the term of this Lease, and except as provided in Section 7.03, but subject to the terms of Article 11, Tenant shall clean, maintain and repair the Premises, and any Tenant Work (including the Finish Work), the heating ventilation and air-conditioning units, if any, installed by or on behalf of Tenant as Finish Work or Tenant Work, and any other Building systems to the extent exclusively serving the Premises, all in accordance with standards for a first class office, laboratory and research and development building in the suburban Boston area, reasonable wear and tear excepted**.**

Section 7.05. Landlord's Right of Entry. Landlord, or agents or prospective investors, lenders or purchasers of Landlord, at reasonable times, reserves the right to enter upon the Premises

to examine the condition thereof, to make repairs, alterations and additions as Landlord is required or permitted under the terms of this Lease, to perform any other services required or permitted by Landlord under this Lease, and at any reasonable time within eighteen (18) months before the expiration of the term to show the Premises to prospective tenants. In connection with such access, Landlord shall not unreasonably interfere with the operation or work at the Premises and shall give Tenant reasonable prior written notice where practicable (except in the event of an emergency, in which event such notice shall be as prompt as possible under the circumstances and may be oral) of Landlord's intent to access the Premises.

Section 7.06. Service Interruptions. In the event that there shall be an interruption, curtailment or suspension of any service required to be provided by Landlord pursuant to Exhibit 3.02 (and no reasonably equivalent alternative service or supply is provided by Landlord) (but not including any services that are then subject to Tenant's facilities management rights pursuant to the exercise of Tenant's rights under Section 3.03), or if Landlord fails to commence and diligently prosecute to completion any repair or maintenance required by Landlord under this Lease within applicable notice and cure periods, that shall materially interfere with Tenant's use and enjoyment of a material portion of the Premises, and Tenant actually ceases to use the affected portion of the Premises (any such event, a "Service Interruption"), and if (i) such Service Interruption shall continue for five (5) consecutive business days following receipt by Landlord of written notice from Tenant describing such Service Interruption (the "Service Interruption Notice"), (ii) such Service Interruption shall not have been caused, in whole or in part, by matters described by Article 11 or by an act or omission in violation of this Lease by Tenant or by any negligence of Tenant, or Tenant's agents, employees, contractors or invitees, and (iii) the cure of the condition giving rise to the Material Service Interruption is within Landlord's reasonable control (a Service Interruption that satisfies the foregoing conditions being referred to hereinafter as a "Material Service Interruption") then, as liquidated damages and Tenant's sole remedy at law or equity, Tenant shall be entitled to an equitable abatement of Base Rent and Tenant's Pro Rata Share of Operating Expenses and Taxes, based on the nature and duration of the Material Service Interruption, the area of the Premises affected, and the then current Rent amounts, for the period that shall begin on the commencement of such Service Interruption and that shall end on the day such Material Service Interruption shall cease.

Notwithstanding the foregoing, if (w) a Material Service Interruption continues for 225 days (provided that such 225 day period shall be extended for a period of up to an additional 90 days so long as Landlord is diligently prosecuting to cure such Material Services Interruption) following delivery of the Service Interruption Notice, (x) Tenant simultaneously delivered the Service Interruption Notice to any then-Mortgagee (as defined in Section 10.1), (y) such Mortgagee has not cured such Material Service Interruption within the period set forth in Section 10.3, and (z) such Material Service Interruption adversely interferes with Tenant's operations in at least 25% of the Premises (measured in rentable square feet), then following such 225-day period (as the same may be extended as provided above) Tenant shall have the option to terminate this Lease upon thirty (30) days prior written notice to Landlord and such Mortgagee; provided, however, that if such Material Service Interruption shall cease prior to the expiration of such thirty (30) day period, then such termination notice shall be of no force or effect.

The provisions of this Section 7.06 shall not apply to matters arising out of any casualty or taking by eminent domain, which events are addressed by Article 11 of this Lease.

Article 8.

Alterations and Additions

Section 8.01. Tenant Work

(a) The Tenant shall not make any additional alterations or additions, structural or non-structural, to the Premises without first obtaining the written consent of Landlord on each occasion, which consent shall not be unreasonably withheld, conditioned or delayed. Any such alterations or additions are referred to herein as "Tenant Work". For non-structural alterations or additions valued at less than $200,000 which do not affect any of the exterior, lobbies, elevator, roof, structure, or building systems in or at the Building, Landlord's consent shall not be required ("Minor Alterations") provided, however, that (i) if such Minor Alteration requires a building permit from the applicable municipal authority, Landlord's consent shall be required, provided that such consent shall not be unreasonably withheld, conditioned or delayed, and (ii) if Landlord's consent was not obtained therefor, upon the expiration or termination of this Lease, Tenant shall readapt, repair and restore the affected portion of the Premises to substantially the condition the same were in prior to such Minor Alteration. Additionally, Tenant shall give prior written notice to Landlord of any Minor Alteration regardless of whether Landlord's consent is required. Wherever consent is required, it shall include reasonable approval of plans and contractors and the insurance required under Section 4.04. Unless otherwise approved by Landlord, Tenant shall use the structural engineer employed by Landlord for the Building where Alterations affect Building structure. Tenant shall notify Landlord of all alterations or additions and provide Landlord with copies of any construction plans therefor whether or not Landlord's consent is required. All such allowed alterations, including reasonable third-party costs of review in seeking Landlord's approval, shall be made at Tenant's expense by an Approved Contractor (as defined below), in compliance with all laws, and be of first class quality. Prior to commencing any work at the Property other than Minor Alterations or Alterations costing less than $2,000,000 (such amount decreasing to $500,000, at any time that Tenant fails to meet the Financial Test) in the aggregate, Tenant shall provide and record bonds or such other security as is reasonably satisfactory to Landlord sufficient to protect the interests of both Tenant and Landlord in the Property from any lien arising out of a failure to pay for work performed for Tenant, and all alterations and additions performed by Tenant, (but excluding Minor Alterations), shall be performed by an Approved Contractor. Upon the expiration or earlier termination of this Lease, Tenant shall assign to Landlord (without recourse) all warranties and guaranties then in effect for all work performed by Tenant at the Premises. Tenant shall have the right to install its own security system within the Premises as part of any Tenant Work, subject to Landlord's review of the plans and specifications in accordance with this Article 8.

For purposes of this Section 8.01(a), an "Approved Contractor" shall mean a contractor or mechanic identified by Tenant in writing, who has been approved by Landlord (such approval not to be unreasonably withheld, conditioned or delayed).

(b) Except as set forth below, any alterations or additions made by, for or on behalf of the Tenant which are permanently affixed to the Premises or affixed in a manner so that they cannot be removed without defacing or damaging the Premises shall, except as expressly provided in this paragraph, become property of the Landlord at the termination of occupancy as

provided herein. If Landlord notifies Tenant, in connection with any consent to alterations or additions requested by Tenant, or in connection with the review and approval of the plans for the Finish Work under Exhibit 7.02 that Tenant shall be required to remove such alterations or additions or Finish Work at the expiration of the term of the Lease, or if any such alterations or additions did not require Landlord's consent pursuant to the terms hereof, then such alterations or additions or Finish Work, as applicable, shall be removed by Tenant, at its expense, with minimal disturbance to the Premises prior to the expiration of the term of the Lease. Notwithstanding the immediately preceding sentence to the contrary, Landlord may only require Tenant to remove items of Tenant Work or Finish Work that are above or otherwise inconsistent with the first class nature of the Building. Tenant's trade fixtures and personal property and equipment, which are not affixed or that may be removed with minimal disturbance or repairable damage, may be removed by Tenant during the term of this Lease, and shall be removed prior to the expiration of the term of the Lease, provided such disturbance or damage is restored and repaired so that the Premises are left in at least as good a condition as they were in at the commencement of the term, reasonable wear and tear excepted. In no event shall any Finish Work that constitutes fixtures (i.e., items that cannot be removed from the Premises without damaging the Building) funded by the Finish Work Allowance or Supplemental Allowance be deemed to be Tenant's trade fixtures, personal property or equipment. The Premises shall otherwise be left in the same condition as at the commencement of the term or such better condition as it may thereafter be put, reasonable wear, tear and, to the extent Landlord is required to restore the same, damage by fire or other casualty or taking or condemnation by public authority excepted. Notwithstanding anything herein or otherwise in this Lease to the contrary:

(i) to the extent that Tenant utilizes any portion of the Supplemental Allowance to make Alterations necessary to use the Premises for laboratory or research and development purposes, such Alterations must remain in the Premises following the term of this Lease;

(ii) the Tenant's Exterior Equipment, if any, paid for directly by Tenant, together with such other items that may be agreed upon by mutual written agreement of the parties from time to time, shall be and remain the personal property of Tenant, shall not be deemed to be Tenant Work or Finish Work, and Tenant shall have the right to remove the foregoing from the Premises at any time and from time to time during the term of this Lease; and

(iii) if and to the extent Tenant modifies, reduces or eliminates the Amenities with subsequent Tenant Work following the Commencement Date, Tenant shall restore the Amenities and affected areas of the Premises to the condition and size existing on the Commencement Date prior to the expiration of the term.

Article 9.

Discharge of Liens

Section 9.01. No Liens. Tenant will not create or permit to be created or to remain, and within ten (10) days after notice from Landlord will discharge or bond off, at its sole cost and expense and to the reasonable satisfaction of Landlord and any mortgagee, any lien, encumbrance

or charge (on account of any mechanic's, laborer's, materialmen's or vendor's lien, or any mortgage, or otherwise) made or suffered by Tenant which is or might be or become a lien, encumbrance or charge upon the Premises (including Tenant's leasehold interest therein), Property or any part thereof, or the rents, issues, income or profits accruing to Landlord therefrom, and Tenant will not suffer any other matter or thing within its control whereby the estate, rights and interest of Landlord in the Property or Premises or any part thereof might be materially impaired. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant in connection with any Tenant Work and that no mechanic's or other lien for any such labor or materials shall attach to or affect the estate or interest of Landlord in and to the Premises or the Property, and, upon Landlord's request, to the maximum extent permitted by law, Tenant shall cause any contractor of Tenant to execute and deliver an acknowledgement confirming the same in such form as Landlord may from time to time reasonably prescribe.

Article 10.

Subordination

Section 10.01. Lease Subordinate to Mortgages.

(a) The interest of the Tenant hereunder shall be subordinate to the rights of any holder of a mortgage or holder of a ground lease of property which includes the Premises (any such holder, a "Mortgagee"), and executed and recorded subsequent to the date of this Lease, unless such Mortgagee shall otherwise so elect, subject to the provisions of Section 10.01(f), below; or

(b) If any Mortgagee shall so elect, this Lease, and the rights of the Tenant hereunder, shall be superior in right to the rights of such Mortgagee, with the same force and effect as if this Lease had been executed and delivered, and recorded, or a statutory notice hereof recorded, prior to the execution, delivery and recording of any such mortgage.

Any election as to Subsection (b) above shall become effective upon either notice from such Mortgagee to the Tenant in the same fashion as notices from the Landlord to the Tenant are to be given hereunder or by the recording in the appropriate registry or recorder's office of an instrument, in which such Mortgagee subordinates its rights under such mortgage or ground lease to this Lease.

In the event any Mortgagee shall succeed to the interest of Landlord, whether by judicial or non-judicial foreclosure or otherwise, at the election of such Mortgagee, Tenant shall, and does hereby agree to attorn to such Mortgagee and to recognize such Mortgagee as its Landlord and Tenant shall promptly execute and deliver any instrument that such Mortgagee may reasonably request to evidence such attornment provided such document contains reasonably satisfactory non-disturbance provisions to allow Tenant to remain in occupancy pursuant to this Lease and exercise all of its other rights under this Lease as long as no Event of Default exists. The form of instrument attached as Exhibit 10.01 shall be deemed acceptable to Tenant (the "SNDA"). If requested by any such Mortgagee, Tenant further agrees to enter into a new lease for the balance of the term of this Lease (and otherwise upon the same terms and conditions of this Lease) in the event of a judicial or non-judicial foreclosure of a mortgage granted to any Mortgagee. Landlord

will reimburse Tenant for all reasonable third party attorneys' fees that Tenant incurs to review such agreement pursuant to the preceding sentence.

Upon such attornment, the Mortgagee shall not be:

(A) liable for any failure of the Landlord to perform its obligations under the Lease with respect to the period prior to the date on which the Mortgagee shall become the owner of the Property, except for any such failure to perform (i) that continues after the date that the Mortgagee shall become the owner of the Property, and (ii) of which the Mortgagee received notice of such failure to perform prior to the date of the applicable foreclosure sale or deed-in-lieu of foreclosure, and (iii) which is susceptible of cure by the Mortgagee after the Mortgagee becomes the owner of the Property; provided however, that in no event shall any Mortgagee succeeding to the interest of Landlord be liable to Tenant for monetary damages for any act, default or omission of a prior Landlord to the extent such damages have accrued prior to the date of such succession. Nothing in this subparagraph (a) relieves any Mortgagee succeeding to the interest of Landlord of its obligation to perform the obligations of Landlord from and after the date such Mortgagee becomes the owner of the Property, including without limitation for matters arising prior to such succession but first identified by Tenant, and for which notice is first given by Tenant, following such succession;

(B) bound by any payment of rent or other sum due by Tenant under the Lease made more than one (1) month in advance;

(C) bound by any assignment of or any amendment or modification to the Lease made without the express written consent of the Mortgagee except for an amendment or modification specifically referred to in or contemplated by the Lease such as an extension amendment or for an assignment for which Landlord's consent is not required under the Lease; or

(D) subject to any offset, defense or counterclaim unless (i) expressly provided for in the Lease (including, without limitation, Tenant's right to offset any unpaid portion of the Lease Allowances (as defined below) as set forth in Section 2.02 of Exhibit 7.02 of the Lease, together with interest at the rate applicable to late payments of rent, until Tenant has received the entire Lease Allowances) and (ii) the Mortgagee received any notices that are conditions precedent to the exercise of such rights in the manner provided in Section 3 of the SNDA; or

(E) liable for the restoration of improvements following any casualty not required to be insured under the Lease or for the costs of any restoration in excess of the proceeds recovered under any insurance required to be carried under the Lease; or

(F) liable for (i) the commencement or completion of any construction, or (ii) any contribution toward construction or installation of any improvements upon the Premises (including, without limitation, the Tenant Improvement Allowance or Supplemental Allowance, each as defined in the Work Letter, which shall be collectively referred to as the "Lease Allowances") (the foregoing subsections (i)-(ii), collectively, the

"Construction-Related Obligations"); provided however, that if such Mortgagee succeeding to the interest of the Landlord does not fund the Lease Allowances when due under the Lease, Tenant shall retain its right to offset any unpaid portion of the Lease Allowances as set forth in Section 2.02 of Exhibit 7.02 of the Work Letter, together with interest at the rate applicable to late payments of rent, until Tenant has received the entire Lease Allowances. Construction-Related Obligations shall not include (x) reconstruction or repair following fire, casualty or condemnation, or (y) day-to-day maintenance and repairs. Prior to Substantial Completion of the Landlord Work, any rights of Tenant to exercise remedies on account of Construction-Related Obligations are further subject to the provisions of Section 5 of the SNDA.

(c) The covenant and agreement contained in this Lease with respect to the rights, powers and benefits of any such Mortgagee constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this Lease or by entry of foreclosure assumes the obligations set forth in this Article 10 with respect to such Mortgagee.

(d) No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the Rent, change the term, or otherwise materially change the rights of the Landlord under this Lease, or to relieve the Tenant of any obligations or liability under this Lease, shall be valid unless consented to in writing by the Landlord's Mortgagees, if any, to the extent that such consent is required pursuant to the terms of the applicable mortgage or ground lease.

(e) The Tenant agrees, within ten (10) business days following the request of the Landlord, to execute and deliver from time to time any agreement, in recordable form, which may reasonably be deemed necessary to implement the provisions of this Section 10.01, including, without limitation, the form of agreement attached as Exhibit 10.01. Landlord will reimburse Tenant for all reasonable third party attorneys' fees that Tenant incurs to review such agreement under this subsection (e) if the form provided by Landlord is not substantially similar to Exhibit 10.01, provided that Landlord shall have no obligation to reimburse Tenant for any amount in excess of $4,000 in any one instance (such amount to be increased, but never decreased, annually in proportion to any increase in the CPI).

(f) Landlord agrees that any subordination of this Lease to any mortgage now or hereafter encumbering the Premises shall be conditioned upon Landlord delivering to Tenant a written, recordable Subordination, Non-Disturbance and Attornment Agreement from the ground lessor or mortgagee seeking to have this Lease subordinated to its interest substantially in the form attached as Exhibit 10.01 or in such other customary form as is required by Landlord's mortgagee. Landlord represents and warrants to Tenant that the Property is not currently subject to a mortgage.

Section 10.02. Estoppel Certificates. Each party agrees to furnish to the other, and Tenant agrees to cause Guarantor to furnish to Landlord, within ten (10) business days after request therefor (or, with respect to Tenant, if requested of Tenant by any Mortgagee) from time to time, a written statement setting forth the following information:

(a) Whether and when Tenant accepted possession of the Premises, and the commencement and expiration dates of the term of this Lease,

(b) The applicable Rent then being paid, including all Additional Rent based upon the Additional Rent most recently established;

(c) That, if true, the Lease is current and the party providing the statement is not aware of any uncured breach of this Lease or specifying any breach;

(d) That, if true, the party providing the statement is not aware of any current claims or offsets against the other party, or specifically listing any such claims;

(e) The date through which Base Rent and Additional Rent has then been paid;

(f) Whether Guarantor and Tenant then meet the Financial Test, collectively;

(g) Such other information relevant to the Lease or Guaranty as the requesting party may reasonably request;

(h) A statement that any prospective Mortgagee and/or purchaser may rely on all such information.

Without limiting the generality of the foregoing, Tenant has approved the statement form attached as Exhibit 10.02.

Section 10.03. Notices to Mortgagees. After receiving notice from any person, firm or other entity that it holds a mortgage which includes the Premises as part of the mortgaged premises, or that it is the ground lessor under a lease with the Landlord, as ground Tenant, which includes the Premises as a part of the mortgaged premises, no notice of default from the Tenant to the Landlord shall be effective against such Mortgagee unless and until a copy of the same is given to such Mortgagee, and the curing of any of the Landlord's defaults by such Mortgagee shall be treated as performance by the Landlord. Accordingly, no act or failure to act on the part of the Landlord which would entitle the Tenant under the terms of this Lease, or by law, to be relieved of the Tenant's obligations hereunder, to exercise any right of self-help or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) the Tenant shall have first given written notice to such Mortgagee of the Landlord's act or failure to act which could or would give basis for the Tenant's rights; and (ii) such Mortgagee, after receipt of such notice, has failed or refused to correct or cure the condition complained of within the applicable cure period afforded Landlord under this Lease or such longer period of time as may be reasonably required by Mortgagee to cure such default with due diligence (including such time as may be necessary for Mortgagee to obtain possession or title to the Property, if required to cure the default, but in no event shall such longer period of time exceed, in the aggregate, 180 days).

Section 10.04. Assignment of Rents. With reference to any assignment by the Landlord of the Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the a Mortgagee, the Tenant agrees:

(a) That the execution thereof by the Landlord, and the acceptance thereof by the Mortgagee, shall never be treated as an assumption by such Mortgagee of any of the obligations

of the Landlord hereunder, unless such Mortgagee shall, by notice sent to the Tenant, specifically make such election; and

(b) That, except as aforesaid, such Mortgagee shall be treated as having assumed the Landlord's obligations hereunder only upon foreclosure of such Mortgagee's mortgage or the taking of possession of the Property, or, in the case of a ground lessor, the termination of the ground lease.

Article 11.

Fire, Casualty and Eminent Domain

Section 11.01. Rights to Terminate the Lease. The Landlord, at its sole option, may elect to terminate this Lease, provided that Landlord is then also terminating the lease of any other tenant that is similarly affected in the Building, if (i) all or substantially all of the Premises or at least 50 percent of the Building (not including the Premises) is damaged by a casualty not insured by the coverage required to be carried hereunder (whether or not such insurance is actually carried), or is taken by eminent domain, (ii) the Building is damaged by an fire or other casualty (whether or not insured) such that the same cannot, in ordinary course, reasonably be expected to be restored within 15 months from the time that such restoration work would commence, or (iii) the Premises or Building is damaged by a fire or other casualty, or is taken by eminent domain, at a time when no more than 18 months then remain in the term of this Lease, and the time reasonably estimated by Landlord's general contractor pursuant to Section 11.01(b), below, to restore the Premises or Building, as applicable, will take longer than 50% of the then-remaining term of the Lease (unless, within 21 days after receipt of Landlord's termination notice, Tenant exercises any then-remaining right to extend the term of this Lease pursuant to Article 22 hereof). When fire or other unavoidable casualty or taking renders any portion of the Premises substantially unsuitable for its intended use (including, without limitation, by causing damage to such portions of the common areas and facilities of the Building as are necessary to provide reasonably safe access to the Premises and to provide those building services, such as utilities and HVAC service, that Landlord is required to provide hereunder), a just and proportionate abatement of Base Rent and Tenant's Pro Rata Share of Operating Expenses and Taxes shall be made for so long as such interference shall continue, and the Tenant may elect to terminate this Lease if:

(a) The Landlord fails, within ten (10) days following written notice from Tenant of such failure, to give written notice sixty (60) days after such casualty of its intention to restore the Premises (and such portions of the common areas and facilities of the Building as are necessary to provide reasonably safe access to the Premises and to provide those building services, such as utilities and HVAC service, that Landlord is required to provide hereunder) or provide alternate access, if access has been taken or destroyed; or

(b) If Landlord gives notice of its intention to restore and, in the reasonable estimate of Landlord's general contractor, such restoration of the Premises (and such portions of the common areas and facilities of the Building as are necessary to provide reasonably safe access to the Premises and to provide those building services, such as utilities and HVAC service, that Landlord is required to provide hereunder) will take greater than fifteen (15) months to complete (or, if less than eighteen (18) months remain in the term of this Lease, greater than one-half of the

then-remaining length of the term), provided that Tenant gives such notice within 30 days after receiving Landlord's notice that it intends to restore the Premises; or

(c) If Landlord gives notice of its intention to restore and the Landlord fails to restore the Premises (together with such portions of the common areas and facilities of the Building as are necessary to provide reasonably safe access to the Premises and to provide those building services, such as utilities and HVAC service, that Landlord is required to provide hereunder) to a condition substantially suitable for their intended use within the longer of fifteen (15) months or such longer period as Landlord's general contractor has estimated for restoration pursuant to clause (b), above, plus a contingency period equal to 10% of such period estimated by the general contractor, of such fire or other unavoidable casualty, or taking; provided however, that (x) in the event Landlord has diligently commenced repairs to the damaged property and such repair takes more than such period to complete due to causes beyond Landlord's reasonable control, Landlord shall have the right to complete such repairs within a reasonable time period thereafter (the "Additional Time") but in no event shall such Additional Time be longer than the shorter of (i) ninety (90) days; or (ii) the length of such delays beyond Landlord's reasonable control and (y) if Landlord completes such restoration within 30 days following receipt of Tenant's notice of termination, then such notice of termination shall be deemed null and void and of no further force and effect.

In the event of any termination of this Lease in accordance with this Section 11.02 following any casualty, Landlord shall be entitled to the Tenant's property insurance proceeds attributable to Finish Work (but solely to the extent funded with the Finish Work Allowance and Supplemental Allowance). The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Tenant may have for damages or injury to the Premises for any taking by eminent domain, except for damages specifically awarded on account of the Tenant's trade fixtures, property or equipment, and moving expenses.

Section 11.02. Restoration Obligations. If the Lease has not terminated pursuant to Section 11.01, then, following any casualty or taking by eminent domain, Landlord shall proceed with diligence, subject to then applicable statutes, building codes, zoning ordinances and regulations of any governmental authority, and the receipt of insurance proceeds, to repair or cause to be repaired such damage (excluding any Tenant Work and Finish Work). All repairs to and replacements of Tenant's Tenant Work, Finish Work, trade fixtures, equipment and personal property shall be made by and at the expense of Tenant.

Article 12.

Indemnification

Section 12.01. General Indemnity. Subject to the waiver of claims set forth in Section 4.05, except to the extent arising from a breach of this Lease by Landlord or the negligent acts or willful misconduct of Landlord or Landlord's agents, contractors or employees, Tenant shall defend, indemnify and hold harmless Landlord, Landlord's lenders, Landlord's managing agent, The Prudential Life Insurance Company of America, PGIM, Inc. PRISA II LHC, LLC, the association of unit owners of the Reservoir Woods Primary Condominium and their respective partners, members, managers, officers, directors, and employees (the "Indemnitees") from and

against any and all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, including without limitation, court costs and attorneys' fees, (x) arising from or relating to any third party claim for loss of life, or damage or injury to a person or property (i) occurring in the Building or arising out of the use of the common areas and other areas appurtenant to the Premises outside of the Building by Tenant, or its agents, employees, or contractors or anyone claiming by or through Tenant (including without limitation in the exercise of any rights of Tenant pursuant to Section 3.03 of the Lease), (ii) caused by any negligent act or omission or violation of this Lease by Tenant, or its agents, employees, or contractors or anyone claiming by or through Tenant, or (y) arising out the exercise of Tenant's rights under Section 14.07(b) (including without limitation any claim by another tenant in the Building that such exercise resulted in a default under its lease).

Subject to the waiver of claims set forth in Section 4.05, except to the extent arising from a breach of this Lease by Tenant or the negligent acts or willful misconduct of Tenant or Tenant's agents, contractors or employees, Landlord shall defend, indemnify and hold harmless Tenant from and against any and all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, including without limitation, court costs and attorneys' fees, arising from or relating to any third party claim for loss of life, or damage or injury to a person or property caused by any negligent act or omission or violation of this Lease by Landlord, its agents, employees, or contractors.

Section 12.02. Defense Obligations. In case any action or proceeding is brought against either party by reason of any such occurrence, the party required to provide indemnification, upon written notice from the party entitled to indemnification, will, at the sole cost and expense of the party required to provide indemnification, resist and defend such action or proceeding or cause the same to be resisted and defended, by counsel designated by the party required to provide indemnification and approved in writing by the party to be defended, which approval shall not be unreasonably withheld.

Article 13.

Mortgages, Assignments and Subleases by Tenant

Section 13.01. Right to Transfer.

(a) Tenant's interest in this Lease may not be mortgaged, encumbered, assigned or otherwise transferred, or made the subject of any license or other privilege, by Tenant or by operation of law or otherwise, and the Premises may not be sublet, as a whole or in part, (any of the foregoing events, a "Transfer") without in each case having obtained the prior written consent of Landlord, and the execution and delivery to Landlord by the assignee or transferee (in either case, a "Transferee") of a good and sufficient instrument whereby such Transferee assumes (with respect to any sublease, to the extent of the subtenants' obligations under the applicable sublease) all obligations of Tenant under this Lease. The provisions of this Article 13 shall apply to a transfer (by one or more Transfers) of a controlling portion of or interest in the stock or partnership or membership interests or other evidences of equity interests of Tenant or sale of all or substantially all of the assets of Tenant as if such Transfer were an assignment of this Lease; provided, that, so long as equity interests in Tenant are traded on a nationally recognized public

stock exchange, the transfer of equity interests in Tenant on such public stock exchange shall not be deemed an assignment within the meaning of this Article. Subject to the provisions of this Article 13, Landlord shall not unreasonably withhold, condition or delay its consent to any sublet of all or any portion of the Premises or any assignment of Tenant's interest in this Lease. It shall be reasonable for Landlord to withhold its consent with respect to any proposed Transfer if the Transferee is not sufficiently creditworthy to meet its obligations under such assignment or sublease, as demonstrated by audited financial statements or equivalent evidence. It shall be reasonable for Landlord to withhold its consent to a Transfer to any party which would be of such type, character or condition as to be inappropriate, in Landlord's reasonable judgment, as a tenant for a first class suburban office building.

Nothing herein contained shall be construed as requiring Tenant to obtain any consent on the part of Landlord (i) as a condition to or any assignment resulting from any merger, consolidation, or sale of all or substantially all of the assets of Tenant, or acquisition of all or substantially all of the issued and outstanding capital stock of Tenant or (ii) as a condition to any assignment or sublease to any affiliates controlled by, controlling, or under common control with Tenant; provided that (a) Tenant gives Landlord at least twenty (20) days prior written notice of such event or Transfer (except that no prior notice need be given with respect to any Transfer referred to in clause (b) below to the extent that such notice is prohibited by law or by confidentiality agreement, in which case Tenant shall provide Landlord with notice of such Transfer within ten (10) business days following such Transfer) with evidence reasonably satisfactory to Landlord that the conditions of this paragraph have been satisfied, (b) in the case of an assignment, merger, consolidation or asset sale the Transferee shall be at least as creditworthy as the then Tenant as of the date that is three months prior to such Transfer, as demonstrated by audited financial statements or equivalent evidence (the determination of creditworthiness shall take into account all of the considerations which an institutional investor in real estate would consider in evaluating the credit of a proposed tenant), (c) the Transferees comply with the provisions of this Lease, and (d) with respect to a Transfer to any affiliate of Tenant pursuant to clause (ii), above, the provisions of this Article 13 shall apply to such Transfer if, as and when such affiliate ceases to be an affiliate of Tenant. Any Transferee referred to in the immediately preceding sentence is referred to herein as a "Permitted Transferee". Any such Permitted Transferee, however, shall be subject to the terms and conditions set forth in Section 13.02 below. For purposes of this Lease, control shall mean possession of more than 50 percent ownership of the shares of beneficial interest of the entity in question together with the power to control and manage the affairs thereof either directly or by election of directors and/or officers.

In connection with any request by Tenant for any consent to Transfer, Tenant shall provide Landlord with all relevant information requested by Landlord concerning the proposed Transferee's financial responsibility, credit worthiness and business experience to enable Landlord to make an informed decision. Tenant shall reimburse Landlord promptly for all reasonable out-of-pocket expenses incurred by Landlord including reasonable attorneys' fees in connection with the review of Tenant's request for consent to any Transfer.

Any purported Transfer under this Article 13 without Landlord's prior written consent or prior notice (as applicable) to the extent such consent or notice is required, shall be void and of no effect. No acceptance of Rent by Landlord from or recognition in any way of the occupancy of the Premises by a Transferee shall be deemed consent to such Transfer. Without limiting

Landlord's right to withhold its consent to any Transfer by Tenant, and regardless of whether Landlord shall have consented to any such Transfer, neither Tenant nor any other person having an interest in the possession, use, or occupancy of any portion of the Premises shall enter into any lease, sublease, license, concession, assignment, or other transfer or agreement for possession, use, or occupancy of all or any portion of the Premises which provides for rental or other payment for such use, occupancy, or utilization based, in whole or in part, on the net income or profits derived by any person or entity from the space so leased, used, or occupied, and any such purported lease, sublease, license, concession, assignment, or other transfer or agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the Premises. Furthermore, Tenant agrees that in the event Landlord determines, in its sole discretion, that there is any risk that all or part of any amount payable under or in connection with any Transfer shall cause any amounts to be received by Landlord to fail to qualify as "rents from real property" within the meaning of Code Sections 512(b)(3) and 856(d) and the Treasury Regulations thereunder, Tenant shall amend or modify the terms of such Transfer.

(b) In the event Tenant Transfers the Premises or any part thereof for consideration in excess of the obligations of Tenant to Landlord hereunder, other than with respect to a Permitted Transferee, Tenant shall from time to time within fifteen (15) days of receipt pay over to Landlord an amount equal to fifty percent (50%) of the excess, if any, of (1) any consideration, rent, or other amounts received by Tenant from such Transferee, over (2) the sum of the rents and other expenses payable by Tenant to Landlord hereunder, after such excess is applied to reimburse Tenant for the actual and reasonable third-party costs for legal fees, brokerage costs, leasehold improvements, free rent or other out-of-pocket rent concession payments incurred by Tenant in procuring the Transfer, and the amount of any unamortized costs incurred by Tenant for Excess Finish Work pursuant to Exhibit 7.02. (Tenant's reimbursement for the costs of the Excess Finish Work shall be in monthly amounts to amortize such costs on a straight-line basis without interest over the term of the Transfer in question). Within ten (10) days after request by Landlord from time to time, Tenant shall provide Landlord with an itemized statement of all such costs, together with reasonable third party back-up documentation for the same. Without limiting the generality of the first sentence of this subparagraph, any lump-sum payment or series of payments actually or reasonably allocated to Tenant's interest in the Premises (including the purchase or use of so-called leasehold improvements), as opposed to other assets of Tenant, on account of any Transfer shall be deemed to be in excess of rent and other charges to the extent such payments, if amortized at a market interest rate over the period to which such charges relate, exceeds rent or other charges allocable to the period to which such payments relate (i.e. if it is a single lump sum payment for an assignment of the entire lease, the period to which they would relate is the entire then-remaining term). In the event of any dispute regarding the allocation referenced in the immediately preceding sentence, either party may submit such matter to arbitration pursuant to the provisions of the last paragraph of Section 14.07(b) of this Lease.

Section 13.02. Tenant Remains Bound. No Transfer of any interest in this Lease, and no execution and delivery of any instrument of assumption pursuant to Section 13.01 hereof, shall in any way affect or reduce any of the obligations of Tenant under this Lease, but this Lease and all of the obligations of Tenant under this Lease shall continue in full force and effect as the obligations of a principal (and not as the obligations of a guarantor or surety). From and after any such Transfer, the obligations of each such Transferee and of the original Tenant named as such in this Lease to fulfill all of the obligations of Tenant under this Lease shall be joint and several

(but, with respect to any sublease, solely with respect to the obligations assumed by the subtenant thereunder). Each violation of any of the covenants, agreements, terms or conditions of this Lease, whether by act or omission, by any of Tenant's permitted encumbrances, assignees, employees, transferees, licensees, grantees of a privilege, sub-tenants or occupancy, shall constitute a violation thereof by Tenant. The consent by Landlord to any Transfer shall not relieve Tenant or any Transferee from the obligation of obtaining the express consent of Landlord to any modification of such Transfer or a further Transfer by Tenant or such transferee.

Article 14.

Default

Section 14.01. Events of Default. It shall be an "Event of Default" in the event that:

(a) the Tenant shall default in the due and punctual payment of any installment of Base Rent or Supplemental Rent, or any part hereof of either, when and as the same shall become due and payable and such default shall continue for more than five (5) business days after notice that such payment is due;

(b) the Tenant shall default in the payment of any Additional Rent, or any part thereof, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) days, with respect to Tenant's regular monthly payments of Operating Expenses and Taxes, and (20) days otherwise, after notice that such payment is due; or

(c) the Tenant shall default in the observance or performance of any of the Tenant's covenants, agreements or obligations under Sections 10.01 and 10.02 of the Lease within the time periods set forth therein or default in the observance or performance of any of the Tenant's covenants, agreements or obligations under Section 20.06;

(d) the Tenant shall default in the observance or performance of any of the Tenant's covenants, agreements or obligations hereunder, other than those referred to in the foregoing clauses (a) - (c), and such default shall not be corrected within thirty (30) days after written notice; provided, however, if Tenant promptly commenced to cure the default and diligently pursued the cure, but such default was not capable of being cured by Tenant within the said thirty (30) day period and Tenant so notified Landlord promptly (but in any event within thirty (30) days after notice of such default was given) together with an estimate of the reasonable time required for such cure, Tenant shall be allowed such longer period as is reasonably required to complete such cure; or

(e) the Tenant or Guarantor shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, shall file any petition or answer seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or shall seek, or consent, or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or Guarantor of all or any substantial part of their respective properties, or of the Premises, or shall make any general assignment for the benefit of creditors; or

(f) a petition is filed against Tenant or Guarantor seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such petition is not dismissed within sixty (60) days.

Following any such Event of Default, then, unless and until Landlord accepts a full cure of the default giving rise to the Event of Default, Landlord shall have the right thereafter to re-enter and take complete possession of the Premises, to declare this Lease terminated by written notice to Tenant and to remove the Tenant's effects without prejudice to any remedies which might be otherwise used for arrears of Rent or other Event of Default. If this Lease is terminated by Landlord on account of an Event of Default, then the present value of the Supplemental Rent due for the entire remaining Term of the Lease shall become immediately due and payable within thirty (30) days following the date of Landlord's written election. Any written notice of termination by Landlord may, at Landlord's express election, serve as any statutory demand or notice that is a prerequisite to Landlord's commencement of eviction proceedings against Tenant, and may, at Landlord's express election, be included in any notice of default (provided, however, that any such notice included in a notice of default shall not be effective unless and until the expiration of applicable notice and cure periods).

The Tenant shall indemnify the Landlord against all loss of Rent and other payments which the Landlord may incur by reason of such termination during the residue of the term. Without limiting the generality of the foregoing, Landlord may elect by written notice to Tenant following such termination to be indemnified for loss of Rent by a lump sum payment representing (A) the present value of the amount of Base Rent and Additional Rent (other than Supplemental Rent) which would have been paid in accordance with this Lease for the remainder of the term minus the present value of the aggregate fair market rent and Additional Rent (other than Supplemental Rent) for the Premises on an "as-is" basis during such time period, estimated as of the date of termination, and taking into account reasonable projections of vacancy and time required to re-let the Premises, plus (B) the present value of the Supplemental Rent that would have been paid in accordance with the Lease for the remainder of the Term. (For purposes of the lump sum calculation, Additional Rent for the last 12 months prior to termination shall be deemed to increase for each year thereafter by the average annual increase during the immediately preceding 5 years in the Consumer Price Index - All Urban Consumers for the Boston Metropolitan area published by the U.S. Department of Labor or a comparable index reasonably selected by Landlord. The Federal Reserve discount rate, or equivalent, plus 2% shall be used in calculating present values for all Rent. In the absence of such election, Tenant shall indemnify Landlord for the loss of Rent by a payment at the end of each month which would have been included in the term equal to (A) the difference between the Base Rent and Additional Rent (other than Supplemental Rent) which would have been paid in accordance with this Lease and the Rent actually derived from the Premises by Landlord for such month and (B) the Supplemental Rent.

In addition to the payment(s) due under the prior paragraph, Tenant shall reimburse Landlord for all reasonable expenses arising out of the termination, including without limitation, all costs incurred by Landlord in attempting to re-let the Premises or parts thereof such as advertising, brokerage commissions, tenant fit-up costs, and legal expenses. The reimbursement from Tenant shall be due and payable immediately from time to time upon notice from Landlord of the expense so incurred. Landlord shall use reasonable efforts re-let the Premises in the event

the Lease is terminated pursuant to this Article 14, however, Landlord's obligation shall be subject to the reasonable requirements of Landlord to lease other available space for comparable use prior to reletting the Premises and to lease to high quality tenants in a harmonious manner with an appropriate mix of uses, tenants, floor areas and terms of tenancies. The provisions of this Section 14.01, and Tenant's obligations to Landlord hereunder, shall survive the termination of this Lease.

Section 14.02. Landlord's Right to Cure. If an Event of Default occurs or Landlord reasonably determines that an emergency posing imminent threat of injury or damage to persons or property exists, the Landlord, without being under any obligation to do so and without thereby waiving its rights with regard to any Event of Default, may, after prior written notice to Tenant (prior written notice shall not be required if not practical in the case of an emergency posing imminent threat of injury or damage to persons or property) remedy the default giving rise to the Event of Default, or the imminent threat, for the account and at the expense of the Tenant. If the Landlord makes any reasonable expenditures or incurs any reasonable 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 obligation incurred and costs, shall be paid upon demand to the Landlord by the Tenant as Additional Rent and, if not paid within five (5) business days following notice that such amount is past due (provided that no such notice shall be required following the first two such notices in any 12 month period) with interest at the rate of eighteen (18%) percent per annum for the purposes of late payments of Base Rent, Supplemental Rent, or regular monthly payments of Operating Expenses and Taxes, and otherwise at the Prime Rate plus six percent (6%) per annum, (the applicable such rate, the "Default Rate") calculated as of the date such payments were due.

Section 14.03. No Waiver. No failure by either party to insist upon strict performance of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon breach thereof, and no acceptance by Landlord of full or partial Rent during the continuance of any breach, shall constitute a waiver of any such breach or of any covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party, and no breach thereof, shall be waived, altered or modified except by written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 14.04. Late Payments. In the event (i) any payment of Rent is not paid within five (5) business days of the due date, or (ii) a check received by Landlord from Tenant shall be dishonored, then because actual damages for a late payment or for a dishonored check are extremely difficult to fix or ascertain, but recognizing that damage and injury result therefrom, Tenant agrees to pay 5% of the amount due in (i) as liquidated damages for each late payment and 2.5% of the amount due in (ii) as liquidated damages for each time a check is dishonored. Notwithstanding the foregoing, no payment shall be due under the foregoing sentence for the first late payment of Rent in any twelve (12) month period if such Rent payment is made within five (5) business days after written notice from Landlord to Tenant. Furthermore, if any payment of Rent shall not be paid when due, the same shall bear interest, from the date when the same was due until the date paid, at the Default Rate; provided, however, that no interest shall be due with respect to late payments of Rent on the first occasion in any 12 month period unless Tenant fails to make

such payment within five (5) business days after Landlord gives Tenant notice of such delinquency. (The grace periods herein provided are strictly related to the liquidated damages for, and interest on, a late payment and shall in no way modify or stay Tenant's obligation to pay Rent when it is due, nor shall the same preclude Landlord from pursuing its remedies under this Article 14, or as otherwise allowed by law.)

Section 14.05. Remedies Cumulative. Each right and remedy of Landlord provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Section 14.06. Landlord's Obligation to Make Payments. Tenant shall not be entitled to offset against Rent any payments due from Landlord to Tenant except as expressly set forth herein.

Section 14.07. Landlord Defaults

(a) Landlord shall in no event be in default in the performance of any of Landlord's obligations under the terms of this Lease unless and until Landlord shall have failed to perform such obligation within thirty (30) days after notice by Tenant to Landlord ("Tenant Default Notice") specifying the manner in which Landlord has failed to perform any such obligations (provided, however, if Landlord promptly commences to cure the default and diligently pursues the cure, but such default is not capable of being cured by Landlord within the said thirty (30) day period and Landlord so notifies Tenant promptly (but in any event within thirty (30) days after such Tenant Default Notice is given) together with an estimate of the reasonable time required for such cure, Landlord shall be allowed such longer period as is reasonably required to complete such cure). The provisions of this Section 14.07 shall not apply to Landlord's obligations to complete the Landlord Work, the sole and exclusive remedies for which are set forth in Section 1.03 of this Lease.

(b) Tenant's Self-Help Right. If Landlord is in default in the performance of any of its obligations hereunder beyond applicable notice and cure periods (exclusive of the performance of the Landlord Work which shall be governed by the terms of Section 2.07 of the Work Letter attached to this Lease), then Tenant shall have the right to remedy such default on Landlord's behalf (provided that Tenant uses reasonable efforts to avoid violating or rendering void any warranties maintained by Landlord) after ten (10) business days prior notice to Landlord, in which event Landlord shall reimburse Tenant within 30 days after invoice for all reasonable costs and expenses incurred by Tenant in connection therewith to the extent in excess of Tenant's Pro Rata Share of the Operating Expenses that Tenant would have been obligated to pay had Landlord performed such obligations within applicable notice and cure periods, together with interest at the Default Rate, and if not so paid then Tenant shall have the right to recover the same by an abatement of Base Rent, provided that such abatement shall cease at such time as and to the extent that payment of the full amount then due Tenant hereunder is tendered to Tenant. Notwithstanding the foregoing, if Landlord disputes Tenant's right to abate Base Rent, or the

amount of the abatement, such dispute shall be resolved in an arbitration proceeding pursuant to the immediately following paragraph prior to any abatement of disputed amounts by Tenant and if the amount of the abatement is more than 20% of the aggregate amount of Base Rent due in any month, then the amount abated in any one month shall not exceed 20% of the Base Rent and the excess amount of the abatement shall be carried forward with interest at the Default Rate. Tenant's self-help rights under this paragraph shall be exercised by Tenant only (i) with respect to conditions actually existing within the Premises or, in the event of an emergency, in common areas of the Building, and (ii) with respect to conditions that materially affect Tenant's ability to use and enjoy the Premises and to conduct Tenant's operations therein. Tenant is not precluded from entering into other tenant spaces, if applicable, in the exercise of the foregoing self-help rights to the extent reasonably necessary to access common areas of the Building; provided, however, that (x) any such entry by Tenant's shall be at its own risk and expense and (y) Tenant obtains, in advance, an agreement from the other tenant allowing such entry. The provisions of this paragraph may not be exercised by any subtenants of Tenant.

Any arbitration decision under this paragraph shall be enforceable in accordance with applicable law in any court of proper jurisdiction. Within fifteen (15) days after Landlord requests arbitration by notice to Tenant, the parties shall direct the Boston office of the AAA to appoint an arbitrator who shall have a minimum of ten (10) years' experience in commercial real estate disputes and who shall not be affiliated with either Landlord or Tenant. Both Landlord and Tenant shall have the opportunity to present evidence and outside consultants to the arbitrator. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the AAA insofar as such rules are not inconsistent with the provisions of this Lease (in which case the provisions of this Lease shall govern). The cost of the arbitration (exclusive of each party's witness and attorneys' fees, which shall be paid by such party) shall be borne equally by the parties. The decision of the arbitrator(s) shall be final and binding on the parties. The parties shall comply with any orders of the arbitrator(s) establishing deadlines for any such proceeding.

Article 15.

Surrender

Section 15.01. Obligation to Surrender. Tenant shall, upon any expiration or earlier termination of the term of this Lease, remove all of Tenant's Property from the Premises unless otherwise approved by Landlord in writing. Tenant shall peaceably vacate and surrender to the Landlord the Premises and deliver all keys, locks thereto, and subject to Section 8.01 all alterations and additions made to or upon the Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and, to the extent Landlord is required to restore the same, damage by fire or other casualty or taking or condemnation by public authority excepted. In the event of the Tenant's failure to remove any of Tenant's Property from the Premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, after thirty (30) days' notice to Tenant at its address last known to Landlord, 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 hereunder, or to destroy such property.

Section 15.02. Holdover Remedies. If Tenant (or anyone claiming by, through, or under Tenant) shall remain in possession of the Premises or any part thereof after the expiration or earlier termination of this Lease with respect thereto without any agreement in writing executed with Landlord, Tenant shall be deemed a tenant at sufferance. After the expiration or earlier termination of the term of this Lease, Tenant shall pay Base Rent at the higher of (x) 150% of the Base Rent in effect immediately preceding such expiration or termination or, (y) 150% of the then-market rate for the Premises, and, in either case, with all Additional Rent payable and covenants of Tenant in force as otherwise herein provided, and, commencing on the date that is 45 days after the expiration or earlier termination of this Lease, Tenant shall be liable to Landlord for all damages arising from such failure to surrender and vacate the Premises, including damages arising from the loss of a replacement lease transaction. Notwithstanding the forgoing to the contrary, clause (y) of this paragraph, above, shall not apply in the event that the Lease terminates prior to its scheduled expiration on account of the exercise of termination rights by either party pursuant to Article 11 or Tenant pursuant to Section 7.06.

Section 15.03. Decommissioning. Prior to the expiration of this Lease (or within 30 days after any earlier termination), Tenant shall clean and otherwise decommission all interior surfaces (including floors, walls, ceilings, and counters), process piping, process supply lines, process waste lines and process plumbing in the Premises, and all exhaust or other ductwork in the Premises, in each case which has carried or released or been exposed to any Hazardous Materials (other than ordinary and customary office supplies and cleaning fluids) from the operations of Tenant or any person claiming by or through Tenant, and shall otherwise clean the Premises so that:

(a) the Hazardous Materials from Tenant (or any person claiming by or through Tenant) operations, to the extent, if any, existing prior to such decommissioning, have been removed as necessary so that the interior surfaces (including floors, walls, ceilings, and counters), process piping, process supply lines, process waste lines and process plumbing, and all such exhaust or other ductwork, may be reused by a subsequent tenant or disposed of in compliance with applicable Environmental Laws without taking any special precautions for Hazardous Materials, 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 Materials; and

(b) the Premises may be reoccupied for office, laboratory or research and development use, demolished or renovated without taking any special precautions for Hazardous Materials, without incurring special costs or undertaking special procedures for disposal, investigation, assessment, cleaning or removal of Hazardous Materials and without incurring regulatory requirements or giving notice in connection with Hazardous Materials.

Further, for purposes of clauses (a) and (b): (i) materials previously or hereafter generated from operations shall not be deemed part of the Premises, and (ii) “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 Materials as Hazardous Materials instead of non-Hazardous Materials. Prior to the expiration of this Lease (or within 30 days after any earlier termination), Tenant, at Tenant’s expense, shall obtain for Landlord a report addressed to Landlord (and, at Tenant’s election, Tenant) by a reputable licensed environmental engineer that is designated by Tenant and

acceptable to Landlord in Landlord's reasonable discretion, which report shall be based on the environmental engineer's inspection of the Premises and shall confirm that Tenant has complied with the requirements of this Section 15.03. The report shall include reasonable detail concerning the clean-up location, the tests run and the analytic results.

Tenant may, by written request made no earlier than six months prior to the then-scheduled expiration of the term of this Lease, request that Landlord approve the scope of Tenant's decommissioning activities under this Section 15.03 in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 15.04. Failure to Decommission. If Tenant fails to perform its obligations under Section 15.03 within ten (10) days after the expiration of the term of this Lease, without limiting any other right or remedy, Landlord may, on five (5) business days prior written notice to Tenant perform such obligations at Tenant's expense, and Tenant shall promptly reimburse Landlord upon demand for all out-of-pocket costs and expenses incurred by Landlord in connection with such work. In addition, any such reimbursement shall include a ten percent (10%) administrative fee (but in no event less than $1,000) to cover Landlord's overhead in undertaking such work and, if the expiration of the term has occurred on account of a Tenant default or if the Landlord has, prior to the regularly scheduled expiration of the term, previously approved the scope of Tenant's decommissioning activities under Section 15.03 in writing, then Tenant shall be deemed to be in occupancy of the Premises as a holdover occupant subject to Section 15.02 until the obligations are fully performed. The reimbursement and administrative fee shall be Additional Rent. Tenant's obligations under this Article 15 of this Lease shall survive the termination of this Lease.

Article 16.

Quiet Enjoyment

Section 16.01. Covenant of Quiet Enjoyment. Tenant, subject to any ground leases, deeds of trust and mortgages to which this Lease is from time to time subordinate in accordance with Article 10, upon paying the Rent and performing and complying with all covenants, agreements, terms and conditions of this Lease on its part to be performed or complied with, shall not be prevented by the Landlord, or anyone claiming by, through or under Landlord, from lawfully and quietly holding, occupying and enjoying the Premises during the term of this Lease, except as specifically provided for by the terms hereof. This covenant is in lieu of any other so-called quiet enjoyment covenant, either express or implied.

Article 17.

Acceptance of Surrender

Section 17.01. Acceptance of Surrender. No surrender to Landlord of this Lease or of the Premises or any part thereof or of any interest therein by Tenant shall be valid or effective unless required by the provisions of this Lease or unless agreed to and accepted in writing by Landlord. No act on the part of any representative or agent of Landlord, and no act on the part of Landlord other than such a written agreement and acceptance by Landlord, shall constitute or be deemed an acceptance of any such surrender.

Article 18.

Notices

Section 18.01. Means of Giving Notice. All notices, demands, requests and other instruments which may or are required to be given by either party to the other under this Lease shall be in writing. All notices, demands, requests and other instruments from Landlord to Tenant shall be deemed to have been properly given if sent by United States certified mail, return receipt requested, postage prepaid, or if sent by prepaid Federal Express or other similar overnight delivery service which provides a receipt, addressed to:

852 Winter Street
Waltham, Massachusetts 02451
Attn: David Gaffin, Chief Legal Officer;

with a copy to:

Langer & McLaughlin, LLP
535 Boylston Street, Ste3
Boston, Massachusetts 02116
Attn: Doug McLaughlin, Esq.;

or at such other address or addresses as the Tenant from time to time may have designated by written notice to Landlord.

All notices, demands, requests and other instruments from Tenant to Landlord shall be deemed to have been properly given if sent by United States certified mail, return receipt requested, postage prepaid or if sent by prepaid Federal Express or other similar overnight delivery service which provides a receipt, addressed to:

c/o Davis Marcus Partners, Inc.
260 Franklin Street, 6th Floor
Boston, Massachusetts 02110
Attn: Paul R. Marcus;

with copies to:

The Davis Companies
125 High Street
Boston, Massachusetts 02110
Attn: Jonathan G. Davis;

and

PRISA II LHC LLC
c/o PGIM Real Estate
7 Giralda Farms
Madison, New Jersey 07940

Attn: 900 Winter Street Asset Manager;

and

Richard D. Rudman, Esq.
DLA Piper LLP (US)
33 Arch Street
Boston, Massachusetts 02110;

and

Minta Kay, Esq.
Goodwin Procter LLP
100 Northern Avenue
Boston, Massachusetts 02210

or at such other address or addresses as the Landlord from time to time may have designated by written notice to Tenant.

Any notice shall be deemed to be effective upon receipt by, or attempted delivery to, the intended recipient. Any notice under this Lease may be given by counsel to the party giving such notice.

Article 19.

Separability of Provisions

Section 19.01. Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or contrary to applicable law or unenforceable, the remainder of this Lease, and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or contrary to applicable law or unenforceable, as the case may be, shall not be affected thereby, and each term and provision of this Lease shall be legally valid and enforced to the fullest extent permitted by law.

Article 20.

Miscellaneous

Section 20.01. Amendments. This Lease may not be modified or amended except by written agreement duly executed by the parties hereto.

Section 20.02. Governing Law. This Lease shall be governed by and construed and enforced in accordance with the laws of the state in which the Property is located.

Section 20.03. Counterparts. This Lease may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 20.04. Successors and Assigns. The covenants and agreements herein contained shall, subject to the provisions of this Lease, bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, and Tenant's permitted successors and assigns, and no extension, modification or change in the terms of this Lease effected with any successor, assignee or transferee shall cancel or affect the obligations of the original Tenant hereunder unless agreed to in writing by Landlord. The term "Landlord" as used herein and throughout the Lease shall mean only the owner or owners at the time in question of Landlord's interest in this Lease. Upon any transfer of such interest, from and after the date of such transfer, Landlord herein named (and in case of any subsequent transfers the then transferor), shall be relieved of all liability for the performance of any obligations on the part of the Landlord contained in this Lease except for defaults by Landlord prior to such transfer or monies owed by Landlord to Tenant and which were not assigned to and repayment or performance thereof assumed by such transferee, provided that if any monies are in the hands of Landlord or the then transferor at the time of such transfer, and in which Tenant has an interest, shall be delivered to the transferee, then Tenant shall look only to such transferee for the return thereof.

Section 20.05. Merger Clause. This instrument (including the exhibits) contains the entire and only agreement between the parties regarding the lease of the Premises, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect.

Section 20.06. Notice of Lease. Upon the mutual execution and delivery of this Lease, and thereafter, at the request of either Landlord or Tenant in connection with any amendment, the parties shall execute a document in recordable form containing only such information as is necessary to constitute a Notice of Lease under Massachusetts law. All recording costs for such notice shall be borne by Tenant. At the expiration or earlier termination of this Lease, Tenant shall provide Landlord with an executed termination of the Notice of Lease in recordable form, which obligation shall survive such expiration or earlier termination.

Section 20.07. No Lease. The submission of this Lease for review or comment shall not constitute an agreement between Landlord and Tenant until both have signed and delivered copies thereof.

Section 20.08. Reimbursements. Whenever Tenant is required to obtain Landlord's approval hereunder, Tenant agrees to reimburse Landlord all reasonable out-of-pocket expenses incurred by Landlord, including reasonable attorney fees in order to review documentation or otherwise determine whether to give its consent.

Section 20.09. Financial Statements. If, at any time, Tenant or Guarantor ceases to be a publicly traded company subject to the reporting requirements of the SEC, then Tenant, within 30 days following the end of each fiscal quarter occurring during the term shall furnish to Landlord accurate, up-to-date financial statements of Tenant and Guarantor, as applicable, showing Tenant's and Guarantor's financial condition for the immediately preceding fiscal quarter and, with respect to the fourth fiscal quarter, the fiscal year, such annual statement to be audited if available, together with a certification from Guarantor's and Tenant's chief financial officers as to whether Guarantor and Tenant, collectively, then comply with the Financial Test. Tenant shall also use commercially reasonable efforts to provide the foregoing annual financial statements for any Transferee of more

than 33% of the Premises that is not a publicly traded company subject to the reporting requirements of the SEC. If any such financial statements are not publicly available, Landlord shall treat the financial statements confidentially, but shall be permitted to provide them to prospective and current lenders and prospective purchasers.

Section 20.10. Parking. Landlord agrees that, during the term of this Lease, Tenant shall have the right (at no additional charge, other than to the extent provided as Operating Expenses) to use 726 parking spaces on an unreserved basis (except as expressly set forth below) as may be reasonably necessary to accommodate officers, employees, guests, invitees and clients, in connection with the operation of its business following the Commencement Date. Included within the foregoing spaces are 73 parking spaces located in the parking garage on the lower level of the Building (the "Executive Parking Spaces"), with direct access to the Building lobby serving the Premises and 144 surface parking spaces (the "Surface Spaces") in the areas shown on Exhibit 20.10 attached. The Executive Parking Spaces and Surface Spaces shall be exclusive to Tenant. The balance of Tenant's parking spaces shall be located in the parking garage to be constructed substantially in the location shown on Exhibit 20.10. At Landlord's election, at no cost to Tenant, Landlord may designate parking spaces in the parking garage for exclusive use by Tenant (in addition to the Executive Parking Spaces and Surface Spaces) and other tenants within the Condominium (subject to reasonable approval by Tenant with respect to the location of Tenant's designated spaces), and Landlord may install signage or implement a pass or sticker system to control parking use, and may employ valet parking to meet the requirements of this Section.

Section 20.11. Future Development.

(a) Landlord reserves all rights as may be necessary or desirable to construct additional structured parking and buildings at the property that is subject to the Condominium. In connection with any such additional development, exterior common areas and facilities at the Property may be eliminated, altered, or relocated and may also be utilized to serve the new improvements. The rights set forth above shall include rights to use portions of the Property (other than the Premises) for the purpose of temporary construction staging and related activities and to implement valet parking (with no material interruption to the operation of Tenant's parking rights under this Lease) for reserved and unreserved parking spaces for the purpose of facilitating construction during such activities. Landlord agrees that, so long as no Event of Default is continuing under this Lease, it shall not construct any additional improvements pursuant to this Section 20.11 in the locations shown on Exhibit 20.11 as "No Build Area".

(b) Landlord and its representatives, contractors, agents, employees and licensees shall have the right during any construction period to enter the Property **(**other than the Premises except to the extent reasonably required for the development of a pedestrian bridge from the Premises to the parking garage under the Special Permit (the "Pedestrian Bridge"), and then in a manner consistent with construction in an occupied first class office and laboratory building (taking all reasonable efforts to avoid interfering with Tenant's use and occupancy of the Premises)) to undertake such work, including for the purposes to construct a pedestrian bridge to the parking structure; to shore up the foundations and/or walls of the Premises and other improvements at the Property; to erect scaffolding and protective barricades around the Premises or in other locations within or adjacent to the other improvements at the Property; and to do any other act necessary for the safety of the Premises or other improvements at the Property or the expeditious completion of

such construction. Landlord shall use reasonable efforts not to interfere with the conduct of Tenant's business and to minimize the extent and duration of any inconvenience, annoyance or disturbance to Tenant resulting from any work pursuant to this Section in or about the Premises or Property, consistent with accepted construction practice, and so long as Landlord uses such reasonable efforts Landlord shall not be liable to Tenant for any compensation or reduction of Rent by reason of inconvenience or annoyance or for loss of business resulting from any act by Landlord pursuant to this Section. The Pedestrian Bridge shall not be included in the Premises or the Building for purposes of determining rentable square footage and Tenant's Share, and, at Tenant's election, will be closed off from direct access to the Premises by Landlord so long as it is permitted pursuant to applicable laws, codes, and ordinances.

(c) In connection with the foregoing or as Landlord may otherwise reasonably determine is necessary to accommodate the financing or operation of the Building or any future development pursuant to this Section 20.11, Landlord may create a subsidiary condominium or subject the Property to a ground lease. In the event the Building is submitted to a subsidiary condominium regime, the Property shall be deemed to be the condominium unit in which the Premises is located and all common areas and facilities serving solely such unit of the condominium, and, at the request of either Landlord or Tenant, Exhibit 1.01-2 shall be amended accordingly. This Lease shall be subject and subordinate to any such ground lease or condominium (and covenants and easements granted in connection therewith) so long as the same are not inconsistent in any material respect with Tenant's rights under this Lease. Tenant agrees to enter into any instruments reasonably requested by Landlord in connection with the foregoing so long as the same do not decrease the rights or increase the obligations of Tenant under this Lease, including a subordination of this Lease to a ground lease or documents creating a subsidiary condominium at the Property. Tenant agrees not to take any action to oppose any application by Landlord for any permits, consents or approvals from any governmental authorities for any redevelopment or additional development of all or any part of the Property, and will use all commercially reasonable efforts to prevent any of Tenant's subtenants or assigns (collectively, "Tenant Responsible Parties") from doing so. For purposes hereof, action to oppose any such application shall include, without limitation, communications with any governmental authorities requesting that any such application be limited or altered. Also for purposes hereof, commercially reasonable efforts shall include, without limitation, commercially reasonable efforts, upon receiving notice of any such action to oppose any application on the part of any Tenant Responsible Parties, to obtain injunctive relief, and, in the case of a subtenant, exercising remedies against the subtenant under its sublease. Landlord will reimburse Tenant for all reasonable third party attorneys' fees that Tenant incurs to review any such documents and agreements.

Section 20.12. Signage. So long as the Premises consist of at least 110,000 rentable square feet and continues to include the eastern entrance and lobby to the Building, and subject to applicable laws, codes and ordinances, Tenant, at Tenant's cost, may install and maintain (a) an exterior sign identifying Tenant on the east façade of the Building within the location shown on Exhibit 20.12, attached, or another location mutually agreeable to the parties, (b) a sign identifying Tenant on a new stone monument located off of Winter Street near the driveway entrance to the Reservoir Woods West Campus approximately as shown on Exhibit 20.12, attached, (c) a sign identifying Tenant on a monument sign located off of South Drive at the entrance to the Building approximately as shown on Exhibit 20.12, attached, (d) a sign identifying Tenant on a monument sign located near the west entrance to the Building as shown on Exhibit 20.12, attached, and (e) a

sign identifying Tenant on a monument sign located near the east entrance to the Building as shown on Exhibit 20.12, attached. Any signage installed by Tenant pursuant to this paragraph shall be the responsibility of Tenant, and the design of such signage shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. All signage described in this Section 20.12 shall be consistent in quality with similar signage in first class office, laboratory, research and development buildings. Landlord shall cooperate with Tenant, at Tenant's cost, as is reasonably required for Tenant to obtain the approvals necessary for all such signage. Tenant shall have the right to install and maintain signage within the Building in its sole discretion (subject only to the provisions of Article 8), provided that such signage complies with applicable laws, codes and ordinances and, to the extent visible from the exterior of the Building, is consistent with interior signage found in first class office and laboratory parks in the Greater Boston area. At the expiration or earlier termination of the term, Tenant shall remove all of its signage and restore any damage caused by such removal. So long as Tenant leases at least 80% of the rentable area of the Building, Tenant's signage rights in this Section shall be the exclusive exterior signage rights on the Building (other than signage required by applicable laws, codes or ordinances, for ordinary and customary Building signage identifying Landlord or its property manager, or as otherwise provided in the Landlord Work, and nothing in this sentence shall prohibit one (1) exterior monument sign identifying other tenants in the Building leasing at least 35,000 rentable square feet each, if any, from time to time).

Section 20.13. Brokers. Landlord and Tenant each represent and warrant that they have not directly or indirectly dealt with any broker with respect to the leasing of the Premises other than CB Richard Ellis and Jones Lang LaSalle New England LLC ("Brokers"). Each party agrees to exonerate and save harmless and indemnify the other against any loss, cost, claim or expense (including reasonable attorney's fees) resulting from its breach of the forgoing representation and warranty. Brokers are to be paid by Landlord pursuant to the terms of a separate agreement.

Section 20.14. Force Majeure. In the event Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act (excluding monetary obligations) required under this Lease to be performed by such party by reason of Acts of God, unusually severe weather, fire, flood, or other casualty, shortage of labor, materials or equipment, governmental action or inaction, strikes, lockouts, labor difficulty, failure of power, restricted governmental law or regulations, riots, civil commotion, insurrection, war or other reason of a like nature not the fault of such party, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 20.14 shall apply to all obligations of each party regardless of whether any such obligation makes express reference to this Section 20.14, provided, however, that nothing in this Section 20.14 shall excuse Landlord's or Tenant's failure to make payments under this Lease when due.

Section 20.15. Limitations on Liability. None of the provisions of this Lease shall cause Landlord to be liable to Tenant, or anyone claiming through or on behalf of Tenant, for any special, indirect or consequential damages, including, without limitation, lost profits or revenues. None of the provisions of this Lease shall cause Tenant to be liable to Landlord, or anyone claiming through or on behalf of Landlord, for any special, indirect or consequential damages, including, without limitation, lost profits or revenues, except for a breach of Section 5.02(b)-(c) of this Lease or as otherwise provided in Section 15.02 of this Lease, and provided that no remedy expressly set forth

in this Lease shall be deemed special, indirect or consequential. In no event shall any individual partner, officer, shareholder, trustee, beneficiary, director, agent or similar party be liable for the performance of or by Landlord or Tenant under this Lease or any amendment, modification or agreement with respect to this Lease. Tenant agrees to look solely to Landlord's interest in the Property in connection with the enforcement of Landlord's obligations in this Lease.

Section 20.16. Certain Definitions. The expression "the original term" means the period of years referred to in Article 2. Prior to the exercise by Tenant of any election to extend the original term, the expression "the term of this Lease" or any equivalent expression shall mean the original term; after the exercise by Tenant of the aforesaid election or other extension of the term, the expression "the term of this Lease" or any equivalent expression shall mean the original term as extended. The expression "attorneys fees" includes reasonable fees of in-house and external counsel.

Section 20.17. Prevailing Parties. Landlord shall pay all reasonable attorney's fees incurred by Tenant in connection with any legal action concerning an alleged breach of this Lease to the extent that Tenant is the prevailing party. Tenant shall pay all reasonable attorney's fees incurred by Landlord in connection with any legal action concerning an alleged breach of this Lease to the extent that Landlord is the prevailing party.

Section 20.18. Waiver of Trial by Jury. LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION TO WHICH THEY ARE PARTIES, and further agree that any action arising out of this Lease (except an action for possession by Landlord, which may be brought in whatever manner or place provided by law) shall be brought in the Trial Court, Superior Court Department, in the county where the Premises are located. Tenant expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in such court, hereby waiving personal service of the summons and complaint, or other process or papers issued therein and agreeing that service of such summons and complaint or other process or papers may be made by registered or certified mail addressed to Tenant at the address of Tenant set forth in Section 18.01 hereof.

Section 20.19. Landlord's Reserved Rights. Landlord reserves the right from time to time, without unreasonable (except in emergency) interruption of Tenant's use and access to the Premises: (i) to reconstruct the Building following any casualty (nothing in this Section 20.19 being deemed to limit Landlord's obligation with respect to such reconstruction), and to install, use, maintain, repair, replace and relocate for service to the Premises and other parts of the Building, or either, pipes, ducts, conduits, wires and appurtenant fixtures, wherever located in the Premises, the Building, or elsewhere in the Property, provided that (a) no such installations, replacements or relocations in the Premises shall be placed, to the extent reasonably practicable, below dropped ceilings, to the inside of interior walls, or above floors and (b) all such work necessitating entry into the Premises shall be subject to the provisions of Section 7.03; (ii) to grant easements and other rights (such as licenses) with respect to the Property subject to the terms of Section 1.01, and (iii) to alter (but, so long as the Premises consists of the entire rentable area of the Building, not relocate or eliminate) common areas (if any) and facilities in the Building, or on or serving the Property, including with limitation the alteration of (but not the relocation or elimination of) the Amenities, from time to time so long as is there is no material adverse effect on access to, or use and occupancy of, the Premises and all such additions, reconstruction and

eliminations, as applicable, are consistent with a first class office building in the suburban Boston area; furthermore, so long as the Premises consists of the entire rentable area of the Building, Landlord shall not alter any common areas located within the Premises (if any) without Tenant's prior written consent, which may be granted or withheld in Tenant's sole discretion (other than with respect to any alterations required pursuant to applicable laws, codes, and ordinances or where necessary for Landlord to meet its obligations under this Lease). Landlord shall use reasonable efforts not to interfere with the conduct of Tenant's business and to minimize the extent and duration of any inconvenience, annoyance or disturbance to Tenant resulting from any work pursuant to this paragraph in or about the Premises or Building, consistent with accepted construction practice, and so long as Landlord uses such reasonable efforts Landlord shall not be liable to Tenant for any compensation or reduction of Rent by reason of inconvenience or annoyance or for loss of business resulting from any act by Landlord pursuant to this paragraph.

Section 20.20. Tenant as non-Specially Designated National or Blocked Person. Tenant hereby warrants, represents and certifies Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, group, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control and that it is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation. Tenant agrees that any breach of the foregoing shall at Landlord's election be a default under this Lease for which there shall be no cure, and Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing warranty, representation, and certification. Tenant acknowledges and agrees that as a condition to the requirement or effectiveness of any consent to any Transfer by Landlord pursuant to Section 13.01, Tenant shall cause each Transferee (including any Permitted Transferee), for the benefit of Landlord, to reaffirm, on behalf of such Transferee, the representations of, and to otherwise comply with the obligations set forth in, this Section 20.20, and it shall be reasonable for Landlord to refuse to consent to a Transfer in the absence of such reaffirmation and compliance. Tenant agrees that breach of the representations and warranties set forth in this Section 20.20 shall at Landlord's election be a default under this Lease for which there shall be no cure. This Section 20.20 shall survive the termination or earlier expiration of the Lease.

Section 20.21. Authority. Tenant warrants and represents that (a) Tenant is duly organized, validly existing and in good standing under the laws of Pennsylvania; (b) Tenant has the authority to own its property and to carry on its business as contemplated under this Lease; (c) Tenant is in compliance in all material respects with all laws and orders of public authorities applicable to Tenant; (d) Tenant has duly executed and delivered this Lease; (e) the execution, delivery and performance by Tenant of this Lease (i) are within the powers of Tenant, (ii) have been duly authorized by all requisite action, (iii) will not violate any provision of law or any order of any court or agency of government, or any agreement or other instrument to which Tenant is a party or by which it or any of its property is bound, (iv) will not result in the imposition of any lien or charge on any of Tenant's Property, except by the provisions of this Lease; and (v) the Lease is a valid and binding obligation of Tenant in accordance with its terms. Tenant agrees that breach of the foregoing warranty and representation shall at Landlord's election be a default under this

Lease for which there shall be no cure. This Section 20.21 shall survive the termination or earlier expiration of the Lease.

Section 20.22. Environmental Representation. Landlord represents and warrants that, on the Delivery Date, other than as specified in the design of the Finish Work as shown in the Construction Documents (each as defined in the Work Letter), the Building shall not contain any Hazardous Materials other than materials customarily used in the construction or operation of comparable suburban office buildings.

Section 20.23. Joint and Several. If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

Section 20.24. ERISA. It is understood that from time to time during the Term, Landlord may be subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and as a result may be prohibited by law from engaging in certain transactions. Tenant represents and warrants to the best of its knowledge after due inquiry that at the time this Lease is entered into and at any time thereafter when its terms are amended or modified, neither Tenant nor its affiliates (within the meaning of Part VI(c) of Department of Labor Prohibited Transaction Class Exemption 84-14 ("PTE 84-14"), as amended) has the authority to appoint or terminate The Prudential Insurance Company of America ("Prudential") as an investment manager to any assets of employee benefit plan invested in the Prudential separate account PRISA II, nor the authority to negotiate the terms of any management agreement between Prudential and any such employee pension benefit plan for its investment in the separate account PRISA II. Further, Tenant is not "related" to Prudential within the meaning of Part VI(h) of PTE 84-14. Further, Tenant is not "related" to Prudential within the meaning of Part VI(h) of PTE 84-14. As of the Effective Date of this Lease and until the Expiration Date, and for any renewal periods thereafter, (a) Tenant is not and will not be an "employee benefit plan," as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), subject to Title I of ERISA or a "governmental plan" within the meaning of Section 3(32) of ERISA, and (b) none of the assets of Tenant constitute or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3-101.

Section 20.25. Outdoor Recreation and Events Area. Tenant shall have the appurtenant right to use the landscaped portion of the common area designated as "No Build Area" on Exhibit 20.11. Further, Tenant shall have the priority right to exclusively reserve for use such area with reasonable prior notice, for reasonable periods from time to time for Tenant's scheduled events, meetings, and other similar activities by Tenant consistent with those typically occurring in common outdoor space in a first class office park. Landlord shall also have the right to reserve said area with reasonable prior notice, for reasonable periods, from time to time, no more than one time per month, all subject to reasonable approval from Tenant, for events, meetings, or similar activities consistent with those typically occurring in common outdoor space in a first class office park. Nothing in this Section 20.25 shall permit Tenant or Landlord to construct any Tenant Work in the No Build Area or store or locate any of Tenant's personal property in such area, other than with Landlord's prior consent (which shall not be unreasonably withheld for installations like chairs, tables, presentation materials, tent pole footings and the like necessary for holding events in the area), and Tenant shall be responsible for leaving the No Build Area substantially in the condition that existed prior to Tenant's use. Any use of such area by Tenant shall be subject to

the rules and regulations established pursuant to Section 5.06 and Landlord's reserved right to access and use such areas as reasonably required to accommodate Landlord's repair and maintenance obligations. Tenant shall not interfere with the use of drives located within the No Build Area. Tenant is solely responsible for obtaining any governmental permits and approvals required for Tenant's use of the No Build Area under this Section 20.25. Landlord agrees that it shall cooperate with Tenant's efforts to obtain the approval of governmental authorities necessary for the use of the No Build Area, provided that Landlord shall not be required to expend any money or incur any liability in connection therewith. Tenant shall indemnify, defend and hold harmless Landlord against and from any and all claims, liabilities, orders, decrees, actions, fines, penalties, damages, costs and expenses (including reasonable counsel fees) resulting from Tenant's use of the No Build Area.

Article 21.

Rooftop License

Section 21.01. Rooftop License. Landlord grants Tenants the appurtenant, exclusive (so long as Tenant leases the entire rentable area of the Building), and irrevocable (except upon the expiration or earlier termination of this Lease) license at no additional charge, but otherwise subject to the terms and conditions of this Lease, to use the roof of the Building (the "Rooftop Installation Areas") to operate, maintain, repair and replace reasonable amounts of heating, ventilation and air-conditioning equipment and telecommunications transmission and receiving equipment for Tenant's own use, such as satellite dishes, microwave dishes, antennae, and the like, in each case appurtenant to the Permitted Uses installed as part of Finish Work or otherwise as permitted pursuant to Article 8 ("Rooftop Equipment"). Once installed, mechanical equipment necessary to utilize the Premises for office or laboratory purposes shall not be removed by Tenant unless it is replaced by equipment of similar utility. In the event that Tenant ever ceases to lease the entire rentable area of the Building, the location and layout of the Rooftop Installation Areas shall not exceed in area the Tenant's Pro Rata Share of rooftop areas made available to all tenants in the Building for similar purposes. Landlord reserves the right to use and access portions of the roof for the installation, operation, repair, replacement, and maintenance of rooftop equipment installed in connection with the Base Building Work and future rooftop equipment serving the Building. Tenant shall provide Landlord with 24-hour, 7-day a week access to the rooftop for the purposes of the immediately preceding sentence. For purposes of clarity, the Rooftop Installation Areas are not part of the Premises (e.g., are located outside of the mechanical penthouse that is included within the Premises as indicated on Exhibit 1.01).

Section 21.02. Installation and Maintenance of Rooftop Equipment. Tenant shall install Rooftop Equipment at its sole cost and expense, at such times and in such manner as Landlord may reasonably designate and in accordance with all of the provisions of this Lease, including without limitation Article 8. Tenant shall not install or operate Rooftop Equipment until it receives prior written approval of the plans for such work in accordance with Article 8. Landlord may withhold approval if the installation or operation of Rooftop Equipment reasonably would be expected to damage the structural integrity of the Building. Tenant shall cooperate with Landlord as reasonably required to accommodate any re-roofing of the Building during the Lease term and Tenant shall be responsible for any costs associated with moving or temporarily relocation Tenant's Roof Equipment to the extent such Rooftop Equipment is not attached to the roof with

permanent flashing or equivalent measures consistent with the permanent installation of such Rooftop Equipment (as opposed to surface mounting or use of ballasts).

Tenant shall engage Landlord's roofer before beginning any rooftop installations or repairs of Rooftop Equipment, whether under this Article 21 or otherwise, and shall always comply with the roof warranty governing the protection of the roof and modifications to the roof. Tenant shall obtain a letter from Landlord's roofer following completion of such work stating that the roof warranty remains in effect. Tenant, at its sole cost and expense, shall cause a qualified contractor to inspect the Rooftop Installation Areas periodically (and at least two times per year) and correct any loose bolts, fittings or other appurtenances and shall repair any damage to the roof caused by the installation or operation of Rooftop Equipment. Tenant shall pay Landlord following a written request therefor, with the next payment of Rent, (i) all applicable taxes or governmental charges, fees, or impositions imposed on Landlord because of Tenant's use of the Rooftop Installation Areas and (ii) the amount of any increase in Landlord's insurance premiums as a result of the installation of Rooftop Equipment.

Section 21.03. Indemnification. Tenant agrees that the installation, operation and removal of Rooftop Equipment shall be at its sole risk. Tenant shall indemnify and defend Landlord and the other Indemnitees against any liability, claim or cost, including reasonable attorneys' fees, incurred in connection with the loss of life, personal injury, damage to property or business or any other loss or injury (except to the extent due to the negligence or willful misconduct of Landlord or its employees, agents, or contractors) arising out of the installation, use, operation, or removal of Rooftop Equipment by Tenant or its employees, agents, or contractors, including any liability arising out of Tenant's violation of this Article 21. Subject to the provisions of Section 21.05, Landlord assumes no responsibility for interference in the operation of Rooftop Equipment caused by other tenants' equipment, if any, or for interference in the operation of other tenants' equipment caused by Rooftop Equipment; provided, however, that Landlord shall use commercially reasonable efforts to enforce the rights of Tenant under this Lease to the extent the same are superior to that of any other tenants of the Property and shall comply with the provisions of Section 21.05, below. The provisions of this Section 21.03 shall survive the expiration or earlier termination of this Lease.

Section 21.04. Removal of Rooftop Equipment. Upon the expiration or earlier termination of the Lease, Tenant, at its sole cost and expense, shall (i) remove Rooftop Equipment from the Rooftop Installation Areas (other than mechanical equipment necessary to utilize the Premises for office or laboratory purposes) in accordance with the provisions of this Lease and (ii) leave the Rooftop Installation Areas in good order and repair, reasonable wear and tear and (except to the extent the responsibility of Tenant to repair pursuant to this Lease) casualty excepted. If Tenant does not remove Rooftop Equipment when so required, Landlord may remove and dispose of it and charge Tenant for all costs and expenses incurred.

Section 21.05. Interference by Rooftop Equipment. If Tenant leases less than all of the rentable area of the Building, Landlord may grant future roof rights to other parties, and Landlord shall be contractually obligated to cause such other parties to eliminate and avoid interference with Rooftop Equipment to the same or greater extent as Tenant is so obligated. If Rooftop Equipment (i) causes physical damage to the structural integrity of the Building, (ii) materially interferes with any telecommunications, mechanical or other systems located at or servicing the Building and

installed prior to the date of the applicable Rooftop Equipment, or (iii) interferes with any other service provided to other tenants or occupants at the Building by rooftop installations installed prior to the installation of the applicable Rooftop Equipment, in each case in excess of that permissible under F.C.C. or other regulations (to the extent that such regulations apply and do not require such tenants or those providing such services to correct such interference or damage), Tenant shall within five (5) business days of notice of a claim of interference or damage cooperate with Landlord or any other tenant or third party making such claim to determine the source of the damage or interference and effect a prompt solution at Tenant's expense (if Rooftop Equipment caused such interference or damage). In the event Tenant disputes Landlord's allegation that Rooftop Equipment is causing a problem with the Building (including, but not limited to, the electrical, HVAC, and mechanical systems of the Building) and/or any other Building tenant's or occupant's equipment in the Building, in writing delivered within five (5) business days of receiving Landlord's notice claiming such interference, then Landlord and Tenant shall meet to discuss a solution, and if within seven (7) days of their initial meeting Landlord and Tenant are unable to resolve the dispute, then the matter shall be submitted to arbitration in accordance with the provisions set forth below.

The parties shall direct the Boston office of the AAA to appoint an arbitrator who shall have a minimum of ten (10) years' experience in commercial real estate disputes and who shall not be affiliated with either Landlord or Tenant. Both Landlord and Tenant shall have the opportunity to present evidence and outside consultants to the arbitrator. The arbitration shall be conducted in accordance with the commercial real estate arbitration rules of the AAA insofar as such rules are not inconsistent with the provisions of this Lease (in which case the provisions of this Lease shall govern). The cost of the arbitration (exclusive of each party's witness and attorneys' fees, which shall be paid by such party) shall be borne equally by the parties. Within ten (10) days of appointment, the arbitrator shall determine whether or not Rooftop Equipment is causing a problem with the Building and/or any other Building tenants' equipment in the Building, and the appropriate resolution, if any. The arbitrator's decision shall be final and binding on the parties. If Tenant shall fail to cooperate with Landlord in resolving any such interference or if Tenant shall fail to implement the arbitrator's decision within ten (10) days after it is issued, Landlord may at any time thereafter (i) declare an Event of Default and/or (ii) relocate the item(s) of Rooftop Equipment in dispute in a manner consistent with the arbitral decision.

Section 21.06. Relocation of Rooftop Equipment. Based on Landlord's good faith determination that such a relocation is necessary, Landlord reserves the right to cause Tenant to relocate Rooftop Equipment located on the roof to comparably functional space on the roof by giving Tenant prior notice of such intention to relocate. If within thirty (30) days after receipt of such notice Tenant has not agreed with Landlord on the space to which Rooftop Equipment is to be relocated, the functional utility of such location, the timing of such relocation, and the terms of such relocation, then either party may submit such dispute to arbitration pursuant to Section 21.05, above (except that the arbitrators determination shall be of the space to which Rooftop Equipment is to be relocated, the timing of such relocation, and the terms of such relocation). Landlord agrees to pay the reasonable cost of moving Rooftop Equipment to such other space, taking such other steps necessary to ensure comparable functionality of Rooftop Equipment, and finishing such space to a condition comparable to the then condition of the current location of Rooftop Equipment. Such payment by Landlord shall not constitute an Operating Expense under this Lease. Tenant shall arrange for the relocation of Rooftop Equipment within sixty (60) days after

a comparable space is agreed upon or determined by arbitration, as the case may be. In the event Tenant fails to arrange for said relocation within the sixty (60) day period, Landlord shall have the right to arrange for the relocation of Rooftop Equipment at Landlord's expense, all of which shall be performed in a manner designed to minimize interference with Tenant's business. The provisions of this Section shall be applicable only if Tenant shall ever occupy less that the entire rentable area of the Building.

Article 22.

Extension Options

Section 22.01. Option to Extend. Provided that (i) Tenant is not in default hereunder, after any applicable notice and cure periods have expired, at the time Tenant gives its Extension Notice or at the time the Option Term would commence, or (ii) no sublets of more than 50% of the Premises are then in effect that required Landlord's consent under Article 13, Tenant shall have the right, at its election, to extend the original term of this Lease for one (1) additional period of ten (10) years (the "Option Term") commencing upon the expiration of the original term, provided that Tenant shall give Landlord an irrevocable (except as expressly set forth in Section 22.04) written notice (an "Extension Notice") in the manner provided in Section 18.01 of the exercise of its election to so extend at least eighteen (18) months, and no more than twenty-four (24) months prior to the expiration of the term of this Lease. Except for this Article 22, the provisions of the Work Letter, and as expressly otherwise provided in this Lease, all the agreements and conditions in this Lease contained shall apply to the Option Term, including without limitation the obligation to pay Additional Rent for Tenant's Pro Rata Share of Taxes and Tenant's Pro Rata Share of Operating Expenses. If Tenant shall give written notice as provided in Section 22.01 of the exercise of the election in the manner and within the time provided aforesaid, the term shall be extended upon the giving of the notice without the requirement of any action on the part of Landlord.

Section 22.02. Extension Rent. The annual Base Rent payable during any Option Term shall be the greater of (x) ninety-five percent (95%) of the Market Rent as determined in the manner set forth in Section 22.03, 22.04 and 22.05, below, or (y) $38.25 per rentable square foot per annum. If the annual Base Rent for the Option Term has not been determined by the commencement date of the Option Term, Tenant shall pay Base Rent at the last annual rental rate in effect for the expiring Term until such time as annual Base Rent for the Option Term has been determined. Upon such determination, the Base Rent for the Premises shall be retroactively adjusted to the commencement of the Option Term. If such adjustment results in an underpayment of Base Rent by Tenant, Tenant shall pay Landlord the amount of such underpayment within 30 days after the determination thereof. If such adjustment results in an overpayment of Base Rent by Tenant, Landlord shall credit such overpayment against the next installment of Base Rent due under the Lease and, to the extent necessary, any subsequent installments, until the entire amount of such overpayment has been credited against Base Rent.

Section 22.03. Market Rent. If Tenant gives Landlord timely notice of its election to extend the then current term of this Lease, then within thirty (30) days thereafter, Landlord shall give Tenant written notice of Landlord's estimate of the then applicable market rent for Tenant's space, based on the rent for similar space in the Property and rent for similar space in similar first

class suburban office buildings in Waltham area (the "Market Rent") for the Premises in its then as-is condition (or such better condition as Tenant shall be required to maintain under this Lease), taking into account all of the factors that a landlord and tenant would consider in negotiating an arms-length rent (however, in no event shall the determination of Market Rent treat any portion of the Premises as being used for research or laboratory purposes, but rather that said determination of Market Rent shall treat the entire Premises as being used for office purposes for the purposes of determining such Market Rent). For each year of the Option Term after the first year of the Option Term, Base Rent shall never be decreased below that paid in the prior lease year, but may or may not, on account of the determination of Market Rent, increase.

Section 22.04. Tenant's Right to Dispute Market Rent. In the event that Tenant disputes the Market Rent estimate provided by Landlord, Tenant may, within 15 days of its receipt of notice from Landlord estimating such Market Rent, either (i) elect to withdraw its request for an extension, in which case there shall be no extension of the term of this Lease, or (ii) give notice to Landlord of such dispute and require that both Landlord and Tenant enter into a 15 day good faith negotiating period to see if Landlord and Tenant come to a mutual agreement in establishing the Market Rent. If Landlord and Tenant can come to agreement as to the Market Rent within such 15 day period, then the Market Rent shall be set for the purposes of the Option Term as the parties agree. If Landlord and Tenant cannot come to an agreement in establishing Market Rent within such 15 day period, then Tenant may either (x) elect to withdraw its request for an extension, in which case there shall be no extensions of the term of this lease, or (y) give notice to Landlord requiring that the establishment of the Market Rent be submitted to arbitration in accordance with the terms set forth in Section 22.05 below. If Tenant does not so dispute Landlord's estimated Market Rent within the 15 day period first referenced in this paragraph, Tenant shall be deemed to have accepted Landlord's estimate of Market Rent. In no event shall the extension of the term of this Lease be affected by the determination of the Market Rent, such exercise of extension being fixed at the time at which notice is given (subject to the provisions of clauses (i) and (x), above).

Section 22.05. Arbitration of Market Rent. In the event Landlord and Tenant shall be unable to agree on the then Market Rent for the purposes of determining the Base Rent for the Option Term, then Market Rent (subject to the floor set forth in Section 22.02, clause (y), above) shall be established in the following manner of arbitration:

(a) Each of Tenant and Landlord shall choose an arbitrator knowledgeable in the field of establishing fair rental values in the Waltham Class A office market;

(b) The arbitrators selected in accordance with "(a)" above shall select a third arbitrator who is a qualified real estate appraiser with at least ten (10) years' experience in the appraisal of first class office buildings in the Waltham Class A office market;

(c) The selections shall be completed no later than twenty-one (21) days after Tenant's notice requiring the arbitration of Market Rent. If any selection is not made within the 21-day time period, either party may petition the Boston office of the AAA to make the selection;

(d) Within thirty (30) days after their appointment, the arbitrators shall determine the Market Rent for the Premises for the Option Term, and shall notify Tenant and Landlord of such determination within seven (7) days, which determination shall be final and

binding upon Tenant and Landlord. If the arbitrators are unable to agree upon the Market Rent, the Market Rent will be deemed to be the average of the Market Rents proposed by the arbitrators, except that (i) if the lowest proposed Market Rent is less than 90% of the second to lowest proposed fair market rent, the lowest proposed Market Rent will automatically be deemed to be 90% of the second to lowest proposed Market Rent and (ii) if the highest proposed Market Rent is greater than 110% of the second to highest proposed Market Rent, the highest proposed Market Rent will automatically be deemed to be 110% of the second to highest proposed Market Rent.

(e) The foregoing arbitration shall be conducted in accordance with the commercial arbitration rules of the AAA or its successors;

(f) Landlord and Tenant shall each pay all costs of the arbitrator it selected and one-half (½) of all other costs of the arbitration proceedings.

For the purpose of determining Market Rent the parties shall use as a guideline the average rental rates for similar available office space (and shall value the subject space as 100% office space without regard for any research or laboratory use by Tenant) in similar office buildings in the Waltham market.

Article 23.

Intentionally Omitted

Section 23.01. Intentionally Omitted.

Article 24.

Guaranty

Section 24.01 Guaranty. Simultaneously with the execution and delivery of this Lease, Tenant has provided Landlord with a guaranty (the "Guaranty") in the form attached as Exhibit 24.01 from Alkermes PLC, a company registered under the laws of Ireland ("Guarantor")

Article 25.

Expansion Option

Section 25.01. Expansion Option. Landlord holds development rights under the Special Permit for an additional building as shown on Exhibit 25.01, attached (the "Proposed Additional Building"). Landlord acknowledges that Landlord shall not, prior to the Outside Expansion Request date (as hereinafter defined) build the Proposed Additional Building and/or any related parking facilities, except as requested by Tenant pursuant to this Section 25.01. Tenant acknowledges that Landlord, pursuant to Section 20.11, has the right to build the Proposed Additional Building and related parking facilities, subject to the immediately preceding sentence. Tenant shall have the right, prior to the third anniversary of the Effective Date (the "Outside Expansion Request Date") to request that Landlord pursue the development of the Proposed Additional Building by written notice (an "Expansion Notice") to Landlord. Following the giving of such written notice, Landlord and Tenant shall cooperate in good faith to agree upon a schedule

and budget for any such development, which shall include a pre-development phase for any additional required permitting. Any such expansion shall be conditioned upon (i) the parties entering into a mutually agreeable lease agreement at market rent (taking into account the financing available in the market, and allowing a market return to Landlord on its costs to construct the Proposed Additional Building, associated parking garage, site work, any offsite replacement parking or related improvements required to comply with applicable laws, codes and ordinances (including but not limited to the Pedestrian Bridge, but nothing in this sentence shall be deemed to make Tenant responsible for the cost to construct the Pedestrian Bridge if Tenant does not enter into a lease for the Proposed Additional Building pursuant to this Section 25.01), and for a term that is co-terminus with the term of this Lease but no less than 12 years (without use of extension options; however, in connection with a lease of the Proposed Additional Building, Tenant shall be granted the option to exercise an additional interim right to extend the term of this Lease by up to two years to make this Lease co-terminus with such Proposed Additional Building lease, such interim extension to be on the terms of this Lease with Annual Base Rent increasing in the same manner during such period as Annual Base Rent increases during the initial term of this Lease and to be exercised, if at all, by notice to Landlord given with the Expansion Notice) and (ii) Landlord's ability to obtain the necessary additional permits for such expansion, if any (using good faith, commercially reasonable efforts to do so). Tenant shall have no right to give an Expansion Notice under this section at any time that (A) an Event of Default then exists, (B) Tenant ceases to occupy at least 66% of the Premises, or (C) Tenant and Guarantor (collectively) have a market capitalization, gross annual revenues (for the 12 month period prior to the giving of the Expansion Notice), and liquidity (determined in each case in accordance with generally accepted accounting principles, consistently applied) that are less than 75% of the market capitalization, gross annual revenues, and liquidity of Tenant and Guarantor (collectively) as of the Effective Date, as reasonably evidenced to Landlord. For the avoidance of doubt, the 75% or greater test for purposes of clause (C) of the immediately preceding sentence must be satisfied for all three of the financial metrics for such test to be satisfied. Following the date, if any, that Tenant timely gives an Expansion Notice, Landlord may assign its obligations under this Section 25.01 to a separate entity that holds only the development rights for the Proposed Additional Building for purposes of separately financing the Proposed Additional Building. Prior to the date that is the first to occur of the Outside Expansion Request Date or the date that Tenant timely gives an Expansion Notice, Landlord shall not assign or convey the development rights to the Proposed Additional Building (other than an in connection with an assignment or conveyance of this Lease to a successor Landlord). The provisions of this Section 25.01 are personal to the Tenant or any Permitted Transferee succeeding to the interest of Tenant in this Lease by assignment or operation of law.

Article 26.

Executive Parking Garage Partial Conversion to Office Space.

Section 26.01. Tenant has requested that Landlord convert the portion of Executive Parking Garage shown on Exhibit 26.01-1 as “Converted Office Space” (which is acknowledged to contain approximately 9,880 rentable square feet) to office space. Following the date that Landlord obtains a building permit for all of the Base Building Work Modifications, Landlord shall use commercially reasonable efforts to pursue the permits and approvals required for the conversion of such garage space to office use for a period of up to one year (the last day of such one year period being referred to herein as the “Outside Conversion Approvals Date”). In pursuing

such permits and approvals, Landlord may reallocate approved square footage from the development rights under the Special Permit towards the Converted Office Space (in which case, the Proposed Additional Building shall be reduced in size accordingly). Landlord shall deduct fifty percent (50%) of the costs incurred by Landlord in accordance with the budget attached to the Lease as Exhibit 26.01-2 (but in any event not to exceed $250,000) from the Tenant Improvement Allowance as such costs are incurred.

Prior to seeking such permits and approvals, the Landlord and Tenant shall collaborate to create a mutually agreeable scope of work (the "Conversion Work") required to convert the applicable parking garage space to office space consistent with the level of Base Building Work finishes provided in the remainder of the Building, including but not limited to: demising of the Converted Office Space, installation of windows along the western façade of the Converted Office Space, the provision of HVAC, electrical and fire protection services stubbed to the Converted Office Space, structural modifications to the Building to accommodate the Converted Office Space, and increase the number of parking spaces available for Tenant's use to 754. Upon obtaining the required permits and approvals for the Conversion Work, Landlord and Tenant shall enter into a Lease amendment regarding the addition of the Converted Office Space to the Premises and increasing the square footage of the Premises, the Base Rent, the Supplemental Rent, the Tenant Improvement Allowance and the Supplemental Allowance on a proportionate basis (at the then-applicable rates under the Lease) to reflect such addition. It is acknowledged that the final square footage increase of the Premises shall be determined prior to the execution of such amendment by Landlord's Architect based on the increase in the gross square footage of the Building in accordance with the zoning code for the City of Waltham, without the application of any add-on factor, rather than by use of BOMA or other measurement standards. Upon execution of the Lease amendment, the Landlord shall reimburse the Tenant for the costs previously deducted by Landlord from the Tenant Improvement Allowance under the Conversion Approvals Budget by reinstating the Tenant Improvement Allowance accordingly. Following the execution of the Lease amendment, Landlord shall diligently pursue the design and construction of the agreed upon Conversion Work on a reasonable, mutually agreeable schedule to be outlined in the Lease amendment; however, the completion of the Conversion Work shall not be considered part of the Base Building Work, a condition to Substantial Completion of the Landlord Work or the Delivery Date, or subject to the PRISA II Guaranty. In no event shall Tenant have any right to terminate the Lease, or Landlord be deemed to be in default of the Lease, on account of the Landlord's failure to timely deliver the Converted Office Space to Tenant. Should Landlord not obtain the required permits and approvals to permit the Conversion Work by the Outside Conversion Approvals Date, then Landlord shall not be required to continue the pursuit of said approvals and the provisions of this Section 26 shall terminate and within 90 days thereafter, Tenant shall be entitled to submit a Finish Work Change Order to Landlord that provides for the redesign of Finish Work previously approved by Landlord in the remainder of the Premises, if any, to accommodate the relocation of any Finish Work elements (such as conference rooms or facilities) previously approved by Landlord in the Converted Office Space, if any. Agreed Tenant Delays of up to 90 days in the aggregate arising out of a Finish Work Change Order submitted by Tenant in accordance with the immediately preceding sentence shall not be counted against the 180-day cap on Agreed Tenant Delays described in Sections 1.01(c) and 2.06 of Exhibit 7.02.

It is intended that this instrument will take effect as a sealed instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease as of the date first noted above.

PDM 900 UNIT, LLC

By : /s/ Paul R. Marcus
Name: Paul R. Marcus
Title: Authorized Signatory

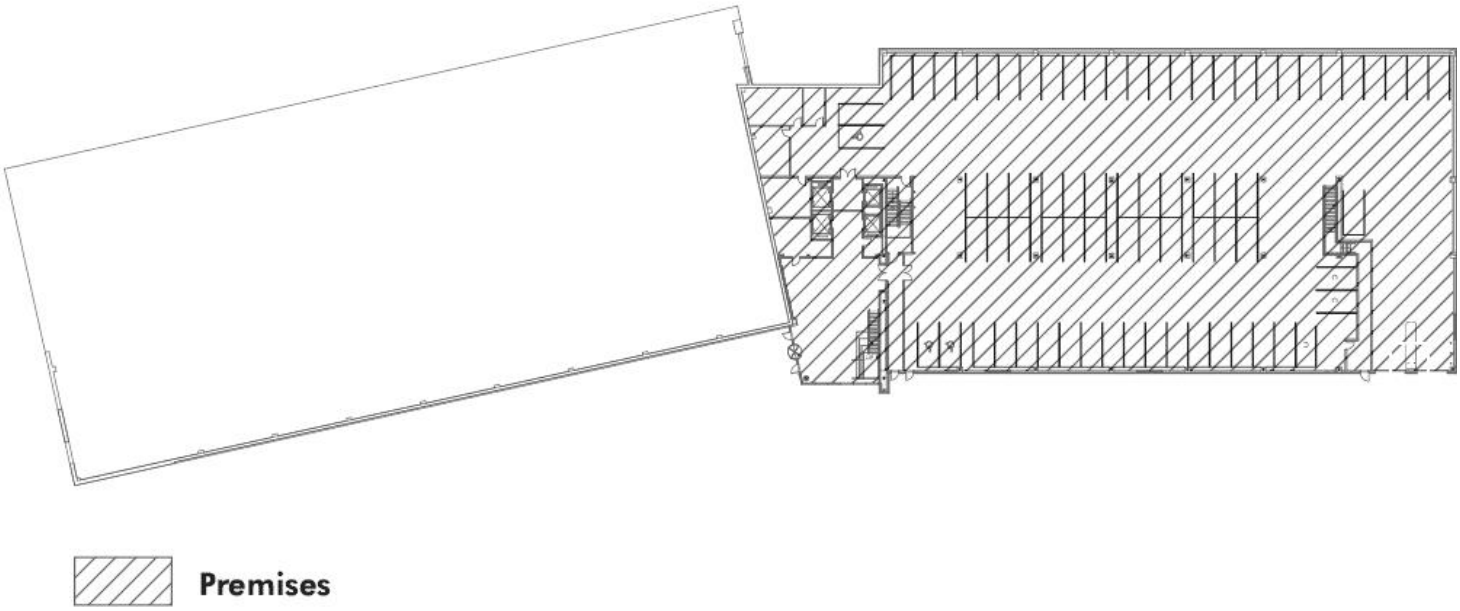
ALKERMES, INC.

By: /s/ James Frates
Name: JAMES FRATES
Title: CFO

By: /s/ Michael Landine
Name: Michael Landine
Title: Senior Vice President

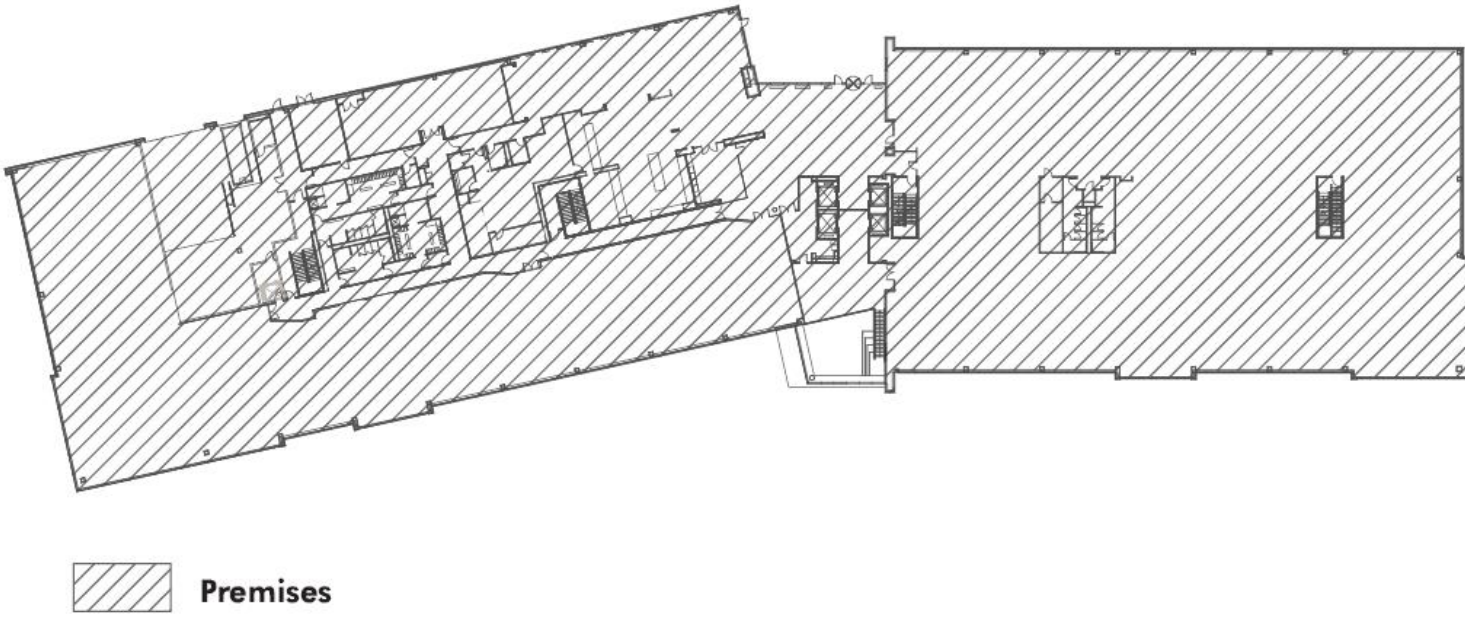
EXHIBIT 1.01-1

Exhibit 1.01 – Basement Premises



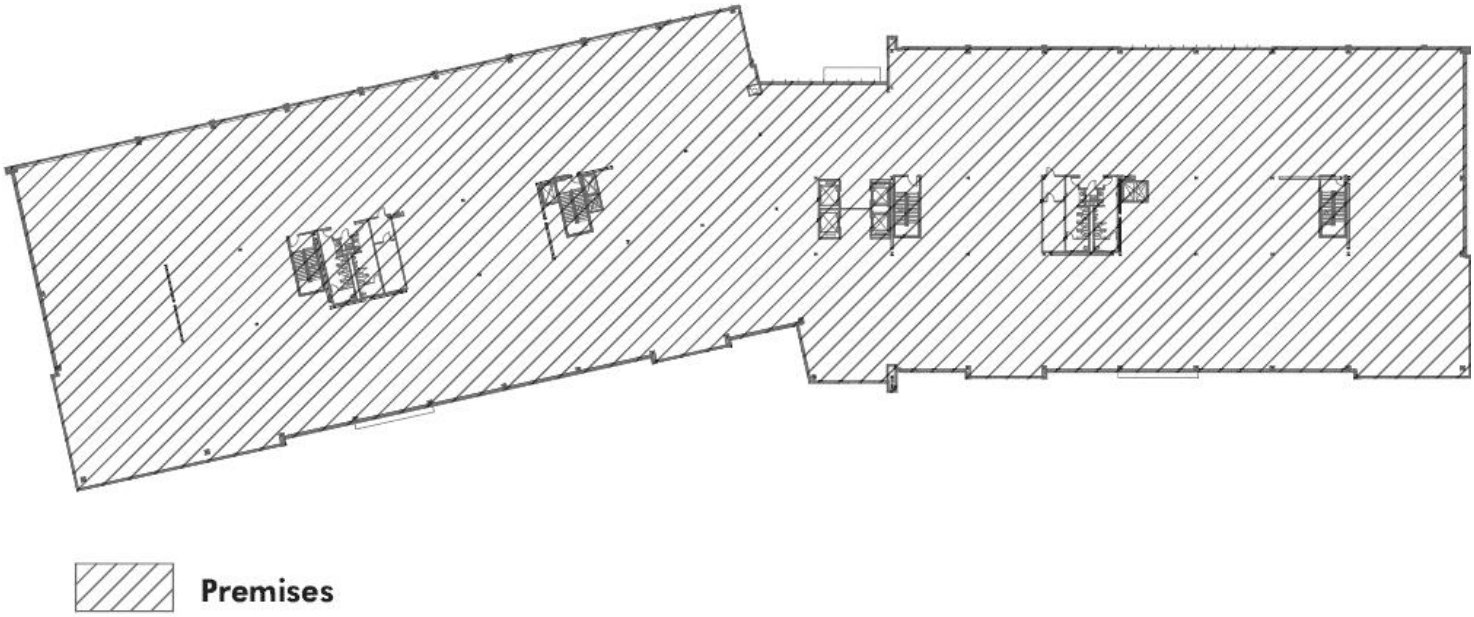
Premises

Exhibit 1.01 – First Level Premises



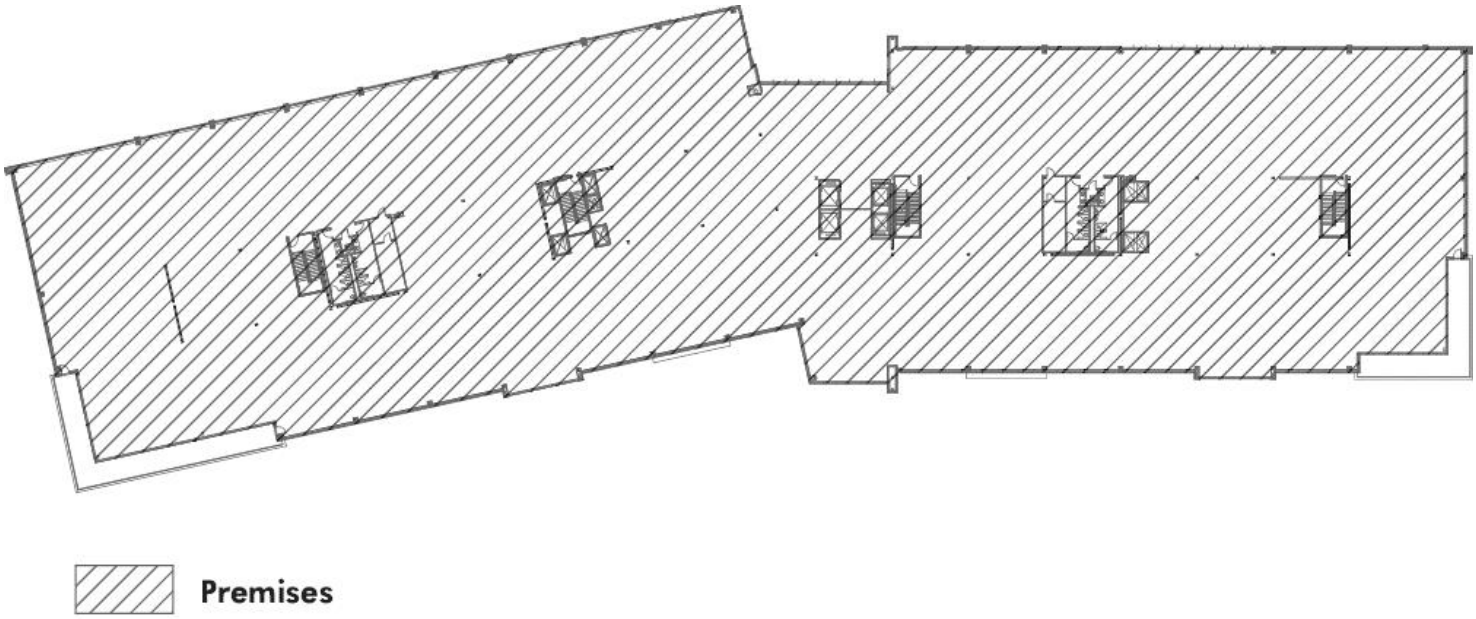
Premises

Exhibit 1.01 – Second Level Premises



Premises

Exhibit 1.01 – Third Level Premises



Premises

Exhibit 1.01 – Roof Level Premises

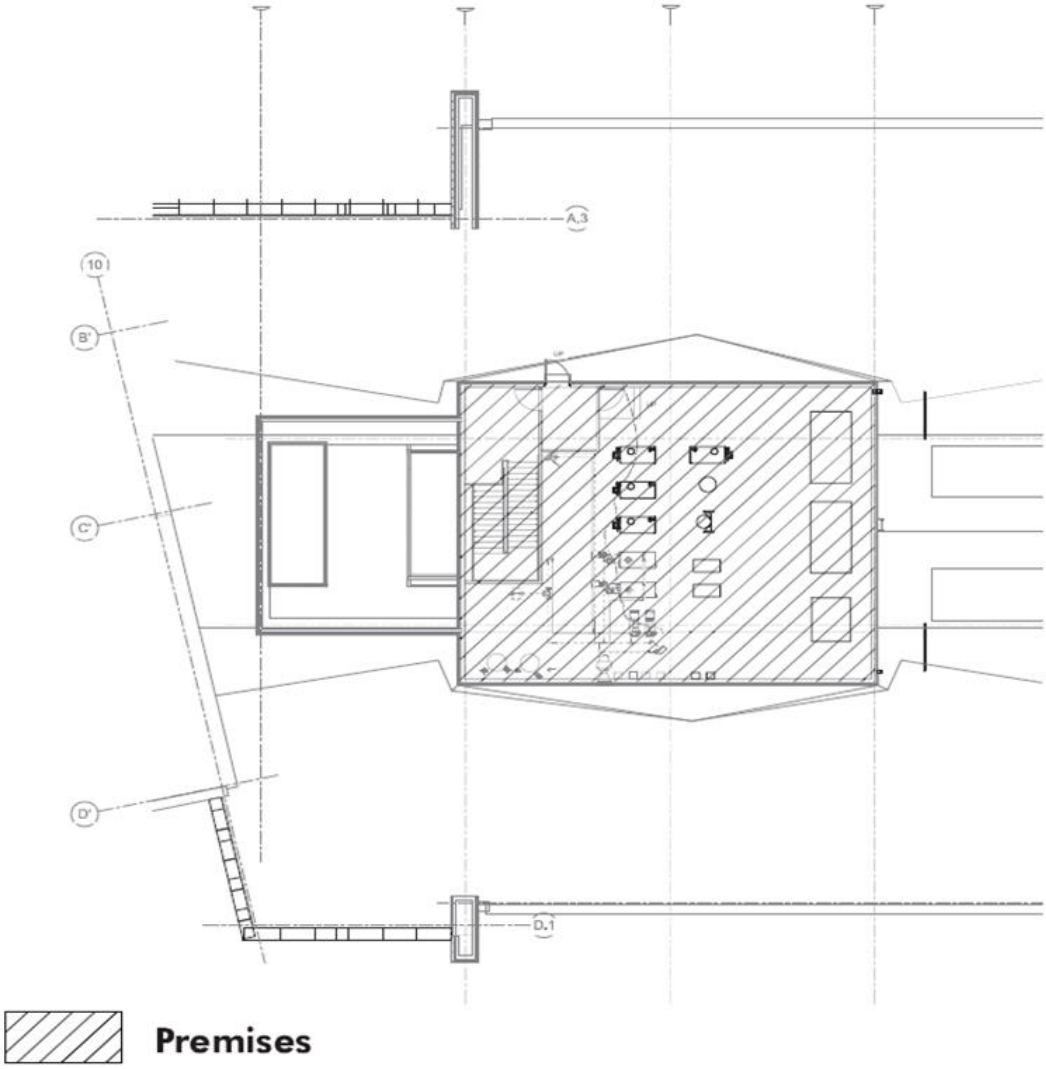


EXHIBIT 1.01-2

Property Description

The development rights in that certain condominium unit known to be known as the 900 Unit of the Reservoir Woods Primary Condominium, a condominium created by Master Deed dated February 26, 2007, recorded in Book 49037, Page 229 of the Middlesex South Registry of Deeds, as amended by a First Amendment to Master Deed dated as of December 2, 2008, and recorded at Book 51992, Page 472 of said registry**,** as such development rights have been assigned to Landlord by that certain Assignment of Development Rights dated as of the Effective Date and recorded in the Middlesex South Registry of Deeds contemporaneously herewith.

EXHIBIT 1.02

Exterior Installation Areas

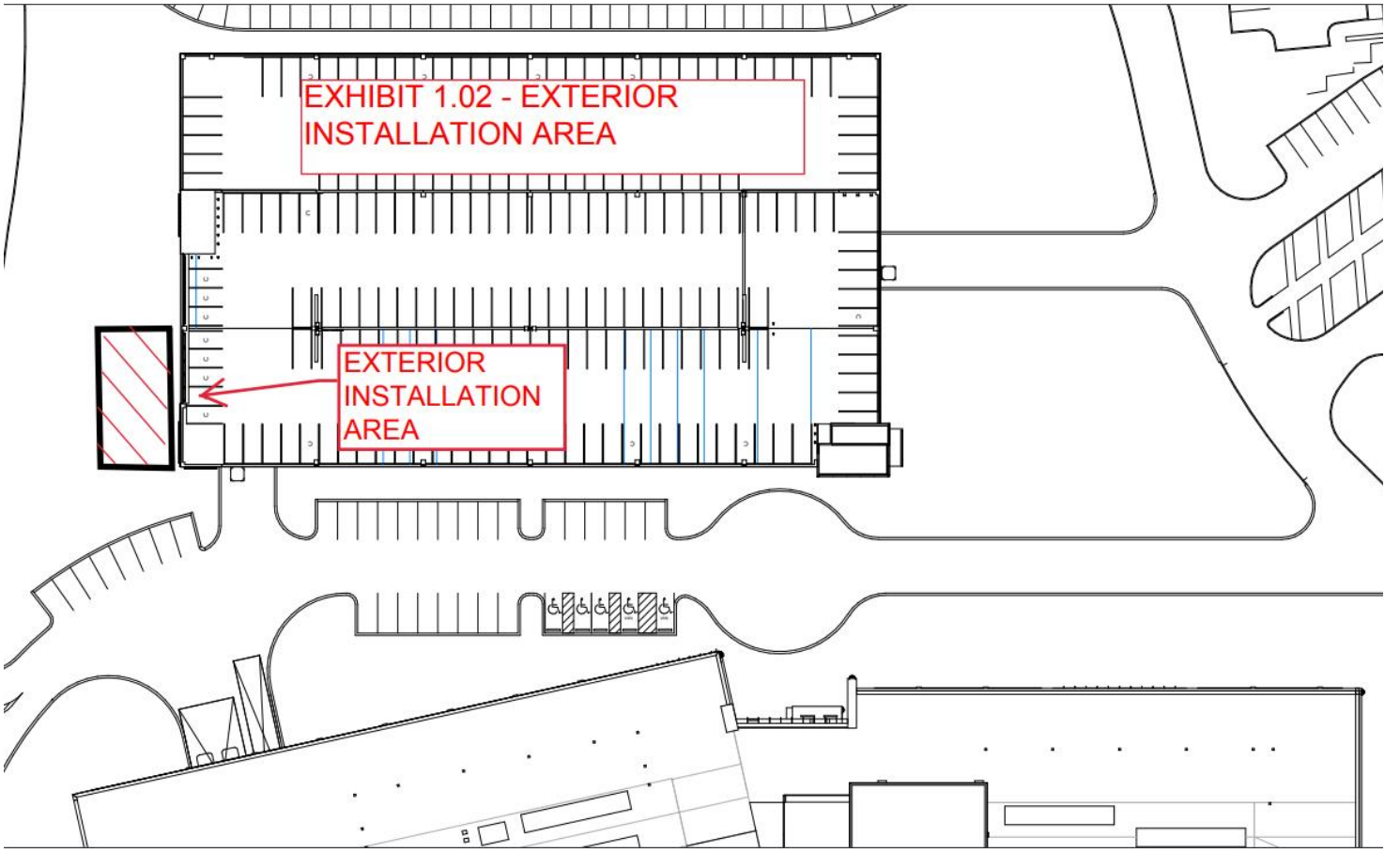


EXHIBIT 1.02 - EXTERIOR INSTALLATION AREA
EXTERIOR INSTALLATION AREA

EXHIBIT 2.05

Form of Letter of Credit

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

DATE: _____, 200_

BENEFICIARY:

_____

_____

_____

APPLICANT:

_____

_____

_____

AMOUNT: US$_____ ($_____and 00/100 U.S. DOLLARS)

EXPIRATION DATE: _____, 200_

LOCATION: AT OUR COUNTERS IN _____

DEAR SIR/MADAM:

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

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

(A) WE ARE ENTITLED TO DRAW ON THE LETTER OF CREDIT PURSUANT TO THE TERMS OF THAT CERTAIN LEASE BY AND BETWEEN _____, AS LANDLORD, AND _____, AS TENANT

OR

(B) _____ HEREBY CERTIFIES THAT IT HAS RECEIVED NOTICE FROM _____ THAT THE LETTER OF CREDIT NO. _____ WILL NOT BE RENEWED, AND THAT IT HAS NOT RECEIVED A REPLACEMENT OF THIS LETTER

OF CREDIT FROM _____ SATISFACTORY TO _____ AT LEAST FORTY-FIVE (45) DAYS PRIOR TO THE EXPIRATION DATE OF THIS LETTER OF CREDIT.

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

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

THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED FOR AN ADDITIONAL PERIOD OF ONE YEAR, WITHOUT AMENDMENT OR CONDITION, FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE UNLESS AT LEAST FORTY-FIVE (45) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE WE NOTIFY YOU AND THE APPLICANT BY REGISTERED MAIL/OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESSES THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED BEYOND THE CURRENT EXPIRATION DATE.

THIS LETTER OF CREDIT MAY BE TRANSFERRED (AND THE PROCEEDS HEREOF ASSIGNED, WHICH ARE COLLECTIVELY REFERRED TO HEREAFTER AS A TRANSFER), AT THE EXPENSE OF THE APPLICANT (WHICH PAYMENT SHALL NOT BE A CONDITION TO ANY TRANSFER), ONE OR MORE TIMES BUT IN EACH INSTANCE ONLY IN THE FULL AMOUNT AVAILABLE TO BE DRAWN UNDER THE LETTER OF CREDIT.

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

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

WE HEREBY CERTIFY THAT THIS IS AN UNCONDITIONAL AND IRREVOCABLE CREDIT AND AGREE WITH THE DRAWERS, ENDORSERS AND BONAFIDE HOLDERS THAT THE DRAFTS DRAWN UNDER AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED UPON

PRESENTATION TO THE DRAWEE, IF NEGOTIATED ON OR BEFORE THE EXPIRATION DATE OF THIS CREDIT.

EXCEPT TO THE EXTENT INCONSISTENT WITH THE EXPRESS TERMS HEREOF, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500.

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

ANNEX 1

BILL OF EXCHANGE

DATE:

AT SIGHT OF THIS BILL OF EXCHANGE

PAY TO THE ORDER OF

US DOLLARS (US $)

DRAWN UNDER

CREDIT NUMBER NO. DATED

TO:

_____

Authorized Signature

EXHIBIT “A”

DATE:

TO: _____ RE: STANDBY LETTER OF CREDIT

_____ NO.

ISSUED BY

LADIES AND GENTLEMEN:

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

(NAME OF TRANSFEREE)

(ADDRESS)

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

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

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

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

SINCERELY,

(BENEFICIARY'S NAME)

SIGNATURE OF BENEFICIARY

SIGNATURE AUTHENTICATED

(Name of Bank)

(authorized signature)

EXHIBIT 3.02

Landlord's Services

Except to the extent such obligations are assumed by Tenant in the exercise of its rights to facilities management pursuant to Section 3.03 of the Lease :

I. CLEANING (OTHER THAN PREMISES, WHICH IS TENANT'S RESPONSIBILITY)

ELEVATORS (OTHER THAN ELEVATORS INCLUDED WITHIN THE PREMISES)

A. DAILY ON BUSINESS DAYS

1. Clean interior walls, doors, and bright work, including ceiling.
2. Vacuum floors.
3. Clean door sills or tracks.
4. Clean exterior elevator doors, and frames.

COMMON LOBBIES AND OTHER COMMON AREAS

A. DAILY ON BUSINESS DAYS

1. Empty all waste baskets and change liners. Remove waste material to designated area.
2. Spot clean all interior glass in partitions and doors.
3. Clean and sanitize drinking fountains.
4. Hand dust and wipe clean with treated cloths all furniture, picture frames, window sills, railings, and planters.
5. Clean any and all metal work inside lobby.
6. Sweep main stairwell and dust handrails.
7. Vacuum all carpets, rugs and floor mats.
8. Wipe down mailboxes.
9. Spot clean (shampoo if necessary) carpeted areas, as needed.
10. Wipe down and clean main lobby directory and glass.

11. Clean and disinfect public telephones.

12. Dust and spot clean security desk, security podiums and monitors.

13. Remove cobwebs from wall and ceiling.

14. Dry mop, damp mop, or spray all lobby flooring to maintain a high, clean shine.

15. Dust lobby furniture.

16. Spot clean walls, doorframes, door handles and light switches.

17. Dust and spot clean windowsills

18. Dust chair rails, furniture and exhibits in all common areas.

19. Police all stairwells for litter.

20. Police loading dock area for litter. Sweep up any build-up of sand and remove any standing water.

21. Damp mop all freight service vestibule flooring.

22. Spot clean and wipe fingerprints, smears and smudges on walls, door, frames, kick and push plates, handles, light switches and glass surfaces.

B. WEEKLY

1. Clean and polish lobby furniture.

2. Vacuum all upholstered furniture.

3. Dust all wall hangings.

4. Dust and clean all baseboards.

5. Dust and sweep all stairwells including landings.

6. Damp mop and buff resilient floors in freight elevator service vestibule.

7. Dust ventilation and air conditioning louvers, grills, diffusers and high moldings.

C. MONTHLY

1. Machine scrub brick or granite lobby floor.

2. Dust fire extinguishers and hose cabinets.

3. Dust walls from ceiling to floor.

4. Dust all lighting fixtures.

5. Wash stairwells (walls, rails, pipes, etc.) and landings.

D. QUARTERLY

1. Strip and wax all resilient floors.

1. Shampoo all common area carpeting.

2. Polish high level bright work as necessary.

3. Clean inside and out of stairwell lighting covers.

E. SEMI-ANNUALLY

1. Clean all ceiling lights, globes and fixtures.

2. Dust and wash as necessary all marble wall surfaces.

3. Wash exterior windows.

JANITORIAL CLOSETS

A. NIGHTLY

1. Scour and disinfect wash basins.

2. Sweep and damp mop flooring using germicidal disinfectant solution.

3. Keep all closets neat and free from odors, debris and materials.

MISCELLANEOUS

A. DAILY

1. Change light bulbs as necessary.

2. Report all maintenance deficiencies to building management e.g., inoperable light fixture, plumbing problems, roof leaks, etc.

B. WEEKLY

1. Check supplies and order as necessary.

DAILY DAY PORTER/MATRON SPECIFICATIONS

1. Check and clean all common areas as needed.
2. Sweep, mop, and vacuum main lobby floor as necessary.
3. Clean main lobby glass and bright work as necessary.
4. Dust horizontal surfaces, woodwork, artwork, etc., in main lobby as necessary.
5. Change common area light bulbs as necessary.
6. Spread ice melt on all building walks and entrances as needed.
7. Respond to tenant and management requests as needed.
8. Provide emergency assistance as needed.
9. Police areas in lobbies, spot cleaning where necessary.
10. Police elevator cabs, vacuuming and dusting where necessary.
11. Clean glass on all entrance doors, keeping glass free of fingerprints.
12. Clean all areas that are not accessible at night. Areas to be determined by Manager.
13. Clean loading dock area as directed by Manager.
14. Police lobby.
15. Tour restrooms 3 times daily (as needed), replacing paper products and sweeping floors as needed. Keep sinks and sink counters wiped down, and provide general pick-up of floors.
16. Police common area carpeting, vacuuming or carpet sweeping as needed.
17. Police all stairwells, at least twice daily, keeping free of litter.
18. Sweep exterior entranceways to parking lots and buildings.
19. Police exterior areas and parking areas removing trash from receptacles as needed, also keeping grounds and parking garage free of debris.
20. Present Manager with a complete list of maintenance repairs or adjustments needed to bathroom fixtures, flushometers, lamps needing to be replaced, etc.

21. Maintain inventory of all needed restroom supplies and present manager with any orders as needed. All supplies to be stored in basement area, in a neat and orderly way.

Tenants requiring services in excess of those described above shall request same through Landlord. If Landlord determines that Tenant's use or occupancy of the Premises necessitates the same, Landlord may provide such services without request. In either case, such services shall be at Tenant's expense.

II. HEATING, VENTILATION AND AIR CONTIONING.

Heating, ventilation, and air conditioning capacities as further described on Schedule 1, attached.

III. WATER

A. Cold water at temperatures supplied by the City of Waltham water mains for drinking, lavatory, ordinary office cleaning and toilet purposes and hot water for lavatory, shower and coffee station purposes only from regular building supply at prevailing temperatures. If Tenant requires, uses or consumes water for any other purpose, Landlord may, at Tenant's expense, install a meter or meters to measure the water so supplied, in which case Tenant shall upon Landlord's request reimburse Landlord for the cost of the water (including heating or cooling thereof) consumed in such areas and the sewer use charges resulting therefrom.

IV. ELEVATORS

A. The passenger elevator system shall operate automatically during business hours. At least one elevator shall be available to Tenant at all times.

V. ELECTRICAL SERVICE

A. Landlord shall, at Tenant's expense, provide electric power to the Premises for Tenant's lighting and equipment power at 6.0 watts connected load per square foot of rentable floor area of the Premises.

B. Tenant's use of electricity shall be metered as part of the Finish Work. Landlord will furnish and install at Tenant's expense all replacement lighting tubes, lamps, and ballasts required by Tenant for Building standard lighting.

VI. SECURITY SERVICES

Landlord shall provide for roving security services to the lobby and, if any, common areas of the Building and the Property by contract with a third party provider. Notwithstanding the fact that Landlord provides security services at the Building at any time during the term of this Lease, Tenant acknowledges and agrees that Landlord makes no representation or warranty regarding the efficacy of such services and that Landlord shall not be deemed to owe Tenant, or any person

claiming by, through or under Tenant, any special duty or standard of care as a result of Landlord's provision of such security services other than the duty or standard of care that would have applied without such services. As part of the Base Building Work, Landlord shall provide and install, a card-reading access system for the exterior doors to the Building.

The Tenant shall be responsible for providing security within the Premises and may install, in compliance with the provisions of the Lease governing alterations, improvements and additions, access controls to the Premises (such as a card-reading system).

VII. GROUNDS MAINTENANCE

Landlord shall provide street sweeping, snowplowing and landscaping services to the common areas of the Property in a manner consistent with first class office and laboratory properties in the suburban Boston area.

VIII. SHUTTLE SERVICE.

So long such service is made available to Landlord by the 128 Business Council (www.128bc.org), a commuter shuttle from the Property to the Alewife MBTA Red Line Station and train on the terms and conditions provided by such organization.

EXHIBIT 3.02

SCHEDULE 1

a. HVAC Performance Criteria:
Equipment installed as part of the Base Building Work (or replacements thereof) serving the office and amenity areas, as shown on the attached Exhibit 1 to Schedule 1, shall be designed and constructed to maintain the following indoor conditions at the given outdoor conditions:

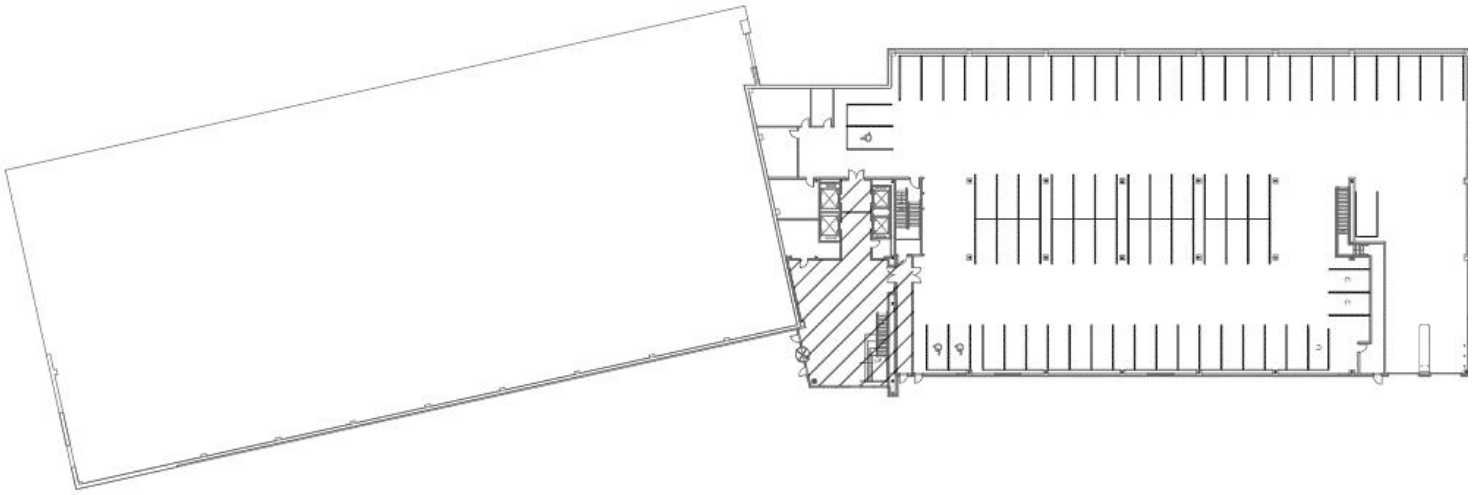
Summer	
Outdoor	Indoor (Maximum)
88F dry bulb	75F dry bulb
74F wet bulb	62F wet bulb (50% RH)

Winter	
Outdoor	Indoor (Maximum)
7F dry bulb	72F dry bulb

Equipment installed as part of the Base Building Work (or replacements thereof) serving the office and amenity areas, as shown on the attached Exhibit 1 to Schedule 1, shall be designed and constructed so that outside air shall be introduced at a minimum rate of 0.1 cubic feet per minute (CFM) per square foot of floor area or 20 CFM per person.

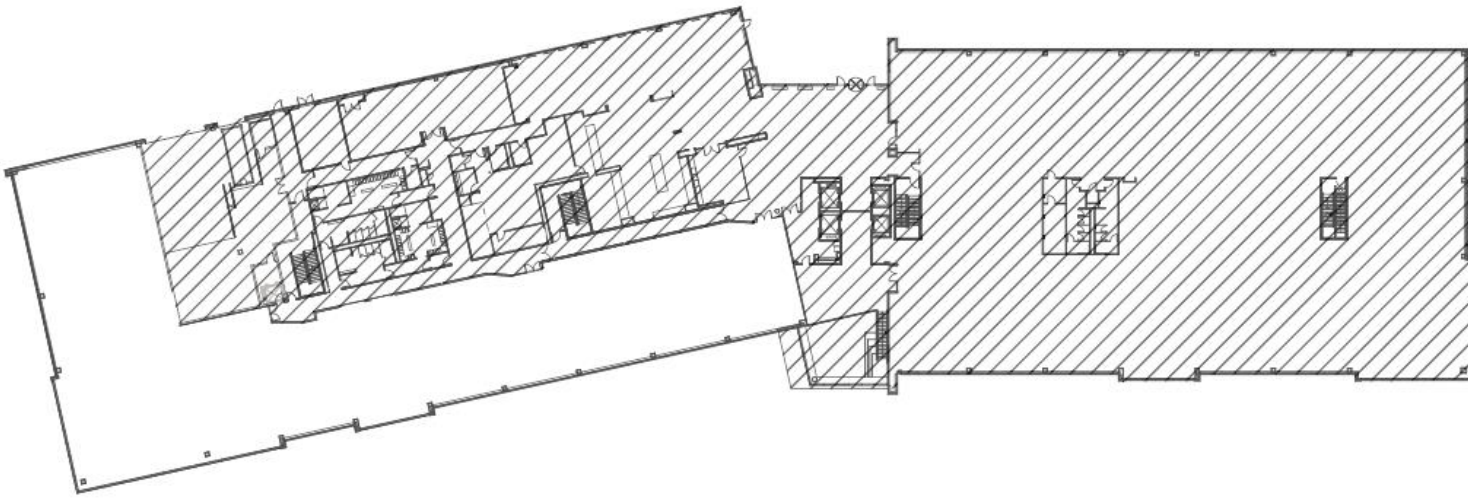
b. Air Conditioning Loads:
For Tenant areas within the office areas shown on the attached Exhibit 1 to Schedule 1, the computations shall be based on a maximum sustained peak loading condition of one (1) person per one hundred fifty (150) usable square feet and a combined lighting and power load of 8 watts per usable square foot of office.

Exhibit 1 to Schedule 1 of
Exhibit 3.02



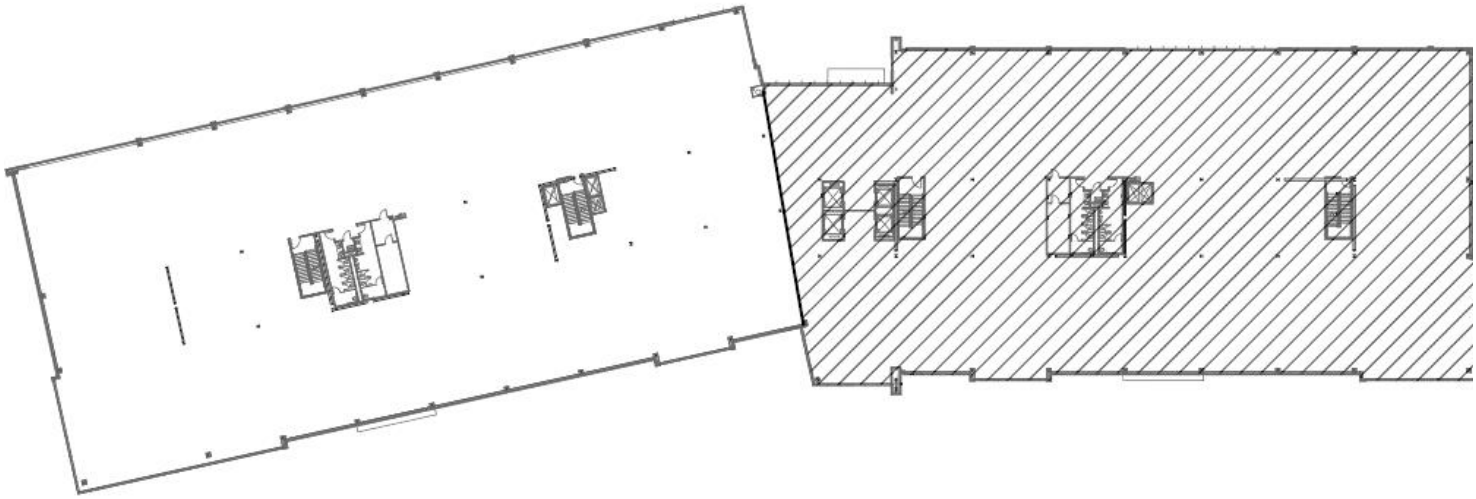
Ground floor Office and Amenity areas served by rooftop equipment (RTU's and Boilers) installed as part of Base Building work

Exhibit 1 to Schedule 1 of
Exhibit 3.02



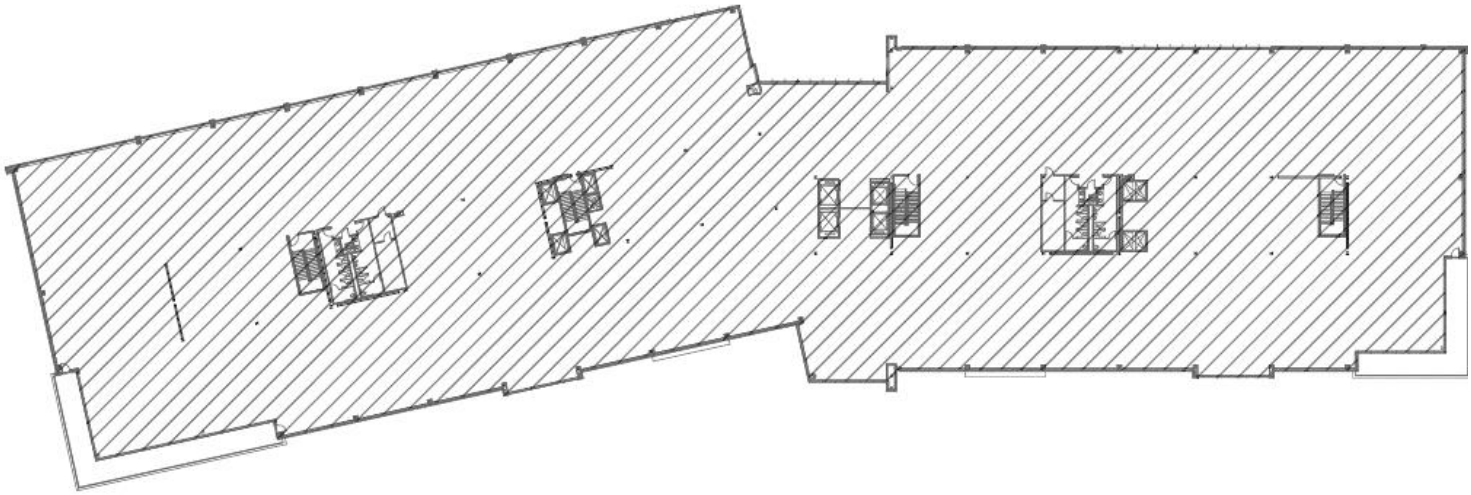
First Floor Office and Amenity areas served by rooftop equipment (RTU's and Boilers) installed as part of Base Building work

Exhibit 1 to Schedule 1 of
Exhibit 3.02



Second Floor Office and Amenity areas served by rooftop equipment (RTU's and Boilers) installed as part of Base Building work

Exhibit 1 to Schedule 1 of
Exhibit 3.02



3rd floor Office and Amenity areas served by rooftop equipment (RTU's and Boilers) installed as part of Base Building work

Exhibit 3.03-1

Facilities Management Rights

Subject to the conditions set forth in Section 3.03 of the Lease, Tenant shall have the right to assume all or any portion of the on-site management services provided by Landlord to Tenant within the Premises (but expressly excluding the repair and maintenance of elements of the roof, foundation, curtain wall, exterior walls, floor slabs, ceiling slabs, structural columns, and load-bearing walls of the Building and any services provided to other tenants in the Building, if the Premises ceases to include all of the rentable area of the Building).

Nothing in this Exhibit 3.03-1 is intended to relieve Tenant of, or modify any, repair and maintenance obligations under Section 7.04 of the Lease.

Exhibit 3.03-2

Facilities Management Provisions

During any period that Tenant is exercising its rights pursuant to Section 3.03 of the Lease, the provisions of this Exhibit 3.03-2 shall apply.

(i) Notwithstanding anything to the contrary in this Lease, Tenant shall not, and shall have no obligation to, perform any management service except as expressly set forth on Exhibit 3.03-1, to the extent elected by Tenant pursuant to Tenant's Facilities Management Notice. Tenant shall not be entitled to any management fee or any other form of compensation or reimbursements in connection with the performance of its services under Section 3.03 of the Lease. To the extent that any of Tenant's services pursuant to Section 3.03 and Exhibit 3.03-1 reasonably require, Tenant shall coordinate such services with similar services provided by Landlord to the remainder of the Building and Property.

(ii) Tenant shall provide the applicable management services in a manner consistent with standards for a comparable building in a comparable location in the suburban Boston area with multiple tenants (and in any event in a manner consistent with Landlord's obligations to Tenant under the Lease) for office and laboratory uses and in compliance with all agreements and obligations binding on Landlord (including financing agreements) (collectively, the "Property Documents") so long as Tenant is provided with all relevant documents containing such agreements and obligations.

(iii) Tenant shall contract directly with qualified third-party vendors providing supplies or services for the rights exercised by Tenant pursuant to Section 3.03 (including without limitation the operation of the cafeteria and fitness center) unless Tenant performs such services with qualified employees of Tenant. Tenant shall have no authority to create any obligations binding on Landlord in connection with such contracts. Tenant shall provide Landlord with copies of any such third-party vendor contracts upon Landlord's request and in any event with Tenant's quarterly reports pursuant to Section (viii) and (ix) below. To the extent necessary for the provision of Tenant's management services under Section 3.03, Tenant shall arrange for all services necessary for the operation of the applicable portion of the Building and all other services required by Section 3.02 of the Lease and assumed by Tenant pursuant to Section 3.03 as if Tenant were the Landlord. All vendor contracts shall: (a) be in the name of Tenant, (b) be assignable, at Landlord's option, to Landlord or Landlord's nominee, (c) include a provision for cancellation without cause thereof without payment of a fee or penalty upon not more than thirty (30) days written notice, (d) require that all contractors provide evidence of insurance reasonably satisfactory to Landlord, and (e) unless Landlord has previously approved the identity of the vendor and scope of services subject to such contract, be reasonably approved by the Landlord (including the identity of the qualified third party vendor). Landlord shall approve or deny such vendor within five (5) business days following receipt of Tenant's request for approval. Upon Tenant's written request, Landlord shall review and approve, such approval not to be unreasonably withheld, conditioned or delayed, the identity of any such third party vendors and the scope of services to be provided by them. If Tenant's facilities management rights are terminated pursuant to paragraph (vii), below, then Tenant shall, at Landlord's option, assign to Landlord or Landlord's nominee all

service contracts pertaining to the Building. All vendor contracts shall require that such vendor maintain insurance coverage reasonably satisfactory to Landlord and in compliance with the Property Documents. Tenant shall obtain insurance certificates annually, or more frequently as required pursuant to the applicable contract, from each such party and review the certificates for compliance with such contract terms. Tenant shall use reasonable efforts to promptly inform Landlord of any purported breach of a third party vendor contract.

(iv) Tenant shall act as an independent contractor with respect to the provision of such services and in this capacity, Tenant shall deal at arm's length with all third parties and Tenant shall serve Landlord's interests at all times. Tenant shall designate an individual (the "Tenant Representative") to be Landlord's principal contact and to coordinate the Tenant's activities under Section 3.03 and Exhibit 3.03-2 of the Lease. The Tenant Representative shall be a person experienced in the operation of comparable first class buildings occupied by Tenant. The Tenant Representative will consult with an individual designated by Landlord regarding the services under Section 3.03 of the Lease.

(v) Tenant and Landlord, both acting reasonably, shall agree on annual capital and operating budgets (any such approved budget, an "Approved Budget") for the costs that will be incurred by Tenant to operate, maintain and/or repair the applicable portions of the Building.

Tenant shall manage and supervise all capital improvement projects set forth in an Approved Budget, if any, in accordance with the standards of this Exhibit 3.03-2 and so as to insure a minimum of disturbance to the operation of the Property and to other tenants then occupying or preparing to occupy space at the Property. With respect to capital improvements or capital repairs costing in excess of $25,000 annually in the aggregate not set forth in the Approved Budget, Tenant shall obtain written approval of the Landlord prior to incurring these expenses. If requested by Landlord, the plans and specifications for any capital improvements or repairs shall be submitted to Landlord for approval.

(vi) Tenant shall maintain adequate books and records in such manner as to enable Tenant or anyone auditing such books and records on behalf of Landlord to easily segregate, at no additional expense to Landlord, matters related to the Building, which shall include applicable accounting information as well as records of repairs and services performed by Tenant hereunder, ("Tenant Management Records") for its management services to the Building, the entries to which shall be supported by sufficient documentation to ascertain that said entries are properly and accurately recorded to the Property. Such books and records shall be maintained by Tenant at the Premises or at such other location as may be agreed upon in writing by Landlord. Tenant shall insure such control over accounting and financial transactions as is consistent with comparable institutionally financed properties.

(vii) Tenant shall insure that all Tenant Management Records shall be prepared and reported in a timely and accurate manner, and in accordance with required accounting policies and procedures under this Exhibit 3.03-2 and all of the Property Documents. Tenant will maintain the Tenant Management Records, utilizing systems reasonably approved by Landlord in accordance with the terms of this Exhibit 3.03-2. If Tenant utilizes a system that is different than Landlord's preferred system, Tenant shall, at its sole cost and expense, transfer the data generated by such

systems to Landlord's system upon Landlord's written request, without any degradation in the quality or quantity of such data. Tenant may from time to time be asked to respond to requests for information related to Tenant Management Records from Landlord or an accounting group designated by Landlord, as well as Landlord's lenders. Tenant shall respond to such reasonable requests on a timely basis. Tenant shall designate an individual to be Landlord's single point of contact for accounting related issues.

(viii) Tenant shall remit to Landlord reports, variance explanations and other Property information, as Landlord may reasonably request relating to Tenant Management Records and Tenant's services under Section 3.03, which reports, explanations and information shall be remitted in accordance with the policies and procedures reasonably acceptable to Landlord.

(ix) Tenant shall comply with the terms of all manufacturer's, vendors' and contractors' warranties governing the Building to the extent that copies of the same are provided to Tenant by Landlord.

In addition to the foregoing, Tenant shall furnish to Landlord a reasonably detailed quarterly accounting of all costs to be reimbursed by Landlord pursuant to Section 3.03 and shall deliver such reports on a monthly basis when Tenant is actively incurring costs to be reimbursed by Landlord. Landlord shall have the right to audit Tenant's books and records relating to such costs. Tenant shall make its books and records relating to such costs available to Landlord at a location in the greater Boston area within 10 business days after Landlord's written request to Tenant to perform such audit. In the event any such Landlord audit reveals an error in the amount billed Landlord, Tenant shall promptly refund the overpayment and if such error is finally determined to be in excess of 5% of the amount billed to Landlord, then Tenant shall pay Landlord's reasonable audit costs. If the audit shows any errors in an accounting resulting in any underpayment of costs and expenses to be reimbursed by Landlord pursuant to this Agreement, Landlord shall reimburse Tenant for Landlord's share of such underpayment within 30 days after receipt of Tenant's invoice therefor. Any dispute with regard to the amount to be paid by Landlord shall be resolved in accordance with Article 25 of the Lease.

(ix) Tenant shall prepare and submit to Landlord the budget described above. The initial budget shall be submitted within thirty (30) days after the date that Tenant gives any Facilities Management Notice. A subsequent proposed budget shall be submitted no later than September 15 (or such other date as specified by Landlord in writing) of each calendar year thereafter. Tenant shall, at Landlord's request, provide written variance explanations relating to amounts reimbursable by Landlord. Landlord's approval of a budget shall be evidenced in writing (the approved budget being herein referred to as the "Approved Budget") and shall not be unreasonably withheld.

(x) Tenant agrees to employ all reasonable efforts to insure that the actual costs of maintaining and operating the applicable portion of the Building relating to amounts reimbursable by Landlord shall not materially deviate from the Approved Budget pertaining thereto either in total or in any one accounting category.

(xi) Tenant shall assist Landlord in the preparation of IRS Form 1099, to the extent the preparation of such form in relation to Tenant's services under Section 3.03 is necessary, by providing relevant information regarding Property expenses and costs reimbursed by Landlord pursuant to Section 3.03 and this Exhibit 3.03-2. All reports required by Landlord will be prepared in accordance with generally accepted accounting principles consistently applied.

(xii) All Tenant Management Records are property of Landlord and should be considered confidential and proprietary to Landlord's interest. Tenant shall deliver copies of all Tenant Management Records upon Landlord's request. Tenant shall not destroy any Tenant Management Records for a period of three full calendar years following the year to which such Tenant Management Records relate. Prior to destroying any such Tenant Management Records in compliance with the provisions of the immediately preceding sentence, Tenant shall provide Landlord with and 30 days prior written notice and a copy of the records to be destroyed.

(xiii) Tenant shall make periodic visual inspections, at reasonable intervals, of the applicable portions of the Building (to the extent being managed by Tenant pursuant to Section 3.03 of the Lease) consistent with prudent practice by professional property managers and as reasonably requested by Landlord. Tenant shall give Landlord written notice of any material or latent defect in the Building known to Tenant in the next quarterly report after such defect comes to Tenant's attention. Subject to reimbursement by Landlord to the extent provided under Section 3.03(b) of the Lease, Tenant shall maintain and repair the Building or cause the Building to be maintained and repaired, to the extent applicable in light of the services provided by Tenant pursuant to Section 3.03, in accordance with the standards specified in this Exhibit 3.03-2 and as required pursuant the provisions of the Lease governing Tenant alterations and additions as if Tenant were the Landlord and so as to insure a minimum of disturbance to the operation of the Property and to other tenants then occupying or preparing to occupy space at the Property. Tenant and Landlord shall cooperate to ascertain the existence (or not) of any contractor/subcontractor warranty or guaranty covering any defect or item requiring repair and to submit a request to the appropriate contractor/subcontractor to repair the defect as necessary. Tenant shall keep detailed records of all alterations, repairs and other work performed at the Property by Tenant in the exercise of its rights and obligations under Section 3.03 and this Exhibit 3.03-2.

(xiv) Landlord may, as Landlord's sole and exclusive remedy, terminate Tenant's rights, and management services being provided, under Section 3.03 for cause if Tenant fails to cure a material breach of Section 3.03 or this Exhibit 3.03-2 within thirty (30) days (or if not capable of being cured within thirty (30) days, such longer period as shall be necessary), or if the original Tenant named hereunder and/or its affiliates assign this Lease to a non-affiliate. Any disputes regarding matters set forth in this paragraph (xiv) shall be resolved in accordance with the provisions of Article 25 in the Lease.

(xv) Tenant shall defend, hold harmless and indemnify Landlord against all loss, cost, damage and expense including reasonable attorneys' fees and any claim brought against Landlord as a result of any breach of the provisions of this Exhibit 3.03-2, or any claim that, if true, would constitute a breach of the provisions of this Exhibit 3.03-2, subject in each case to the limitations on liability of Tenant set forth in the Lease.

(xvi) Tenant shall not install any signage indicating that any third party is the managing agent for the Premises or Building or otherwise publicize the same, but Tenant shall be permitted to notify vendors retained by Tenant pursuant to this Exhibit 3.03-2 and provide appropriate contact and other information.

(xvii) Tenant shall reasonably cooperate with any and all insurance companies and/or insurance brokerages or agencies of Landlord who may, from time to time, be involved with the issuance of insurance policies or with inspections of the Building in connection with insurance policies then in force, to the extent related to the services provided by Tenant pursuant to Section 3.03 of the Lease. Tenant agrees to use diligent efforts to comply with any and all requirements of such insurance companies or their agents. Tenant shall be responsible for full compliance with any insurance policy covering portions of the Property subject to services provided by Tenant pursuant to Section 3.03 of the Lease so as to avoid any loss insured thereunder from being uncollectible.

After receiving actual notice of the same, Tenant shall promptly notify Landlord of any accident, injury, loss or damage occurring to the extent affecting portions of the Building that are being managed by Tenant pursuant to Section 3.03. Landlord shall have the exclusive right to conduct the defense of any claim, demand, liability or suit against Landlord or the Property and to bring and process insurance claims against insurers thereof.

(xviii) Except for outside vendors, all personnel responsible for providing services pursuant to the terms of this Exhibit 3.03-2 shall be direct employees of Tenant and Tenant shall, for purposes of such employment relationship, be acting as an independent contractor and not as an agent or employee of Landlord. All employment arrangements are solely Tenant's concern and Landlord shall have no liability with respect thereto.

(xix) Subject to Landlord's obligation to reimburse Tenant for costs as further set forth in Section 3.03, Tenant shall be responsible for full compliance with all present and future federal, state, county, municipal or other governmental laws, ordinances, regulations and orders relative to the management, use, operation, repair, maintenance or occupancy of the portions of the Building self-managed by Tenant under this Lease and with the rules, regulations or orders of any national or local Board of Fire Underwriters or other similar body, and obtain or cause to be obtained, as applicable, all necessary certificates of occupancy, licenses and/or operating permits, if any, for the Property. Tenant shall promptly notify Landlord upon receipt, but in any case within two (2) business days after receipt, of any notices of violation of any law, ordinance, rule, regulation or order and shall obtain Landlord's approval prior to remedying such violation. If the expense required to remedy any such violation is anticipated to exceed such amount or if the violation is one for which the Property title holder might be subject to criminal liability or a penalty, Tenant shall notify Landlord by the end of the next business day so that prompt arrangements may be made to remedy the violation. Tenant shall not contact or communicate with any governmental or administrative agency, without the prior written consent of Landlord, except that such prior written consent shall not be required in connection with routine matters.

EXHIBIT 5.04 - RULES and REGULATIONS

TENANT RULES & REGULATIONS

1. ALL TENANTS are to conduct their businesses in a manner that shall not unreasonably annoy, disrupt or otherwise interfere with the rights of other tenants in the campus.

2. At no time and under no circumstances shall Landlord have any responsibility for the storage or removal of any "medical waste", "infectious waste", "hazardous medical waste", or "hazardous physical waste" as such terms may from time to time be defined in any municipal, state, or federal statutes, laws, ordinances, rules, or regulations or may apply to Tenant or to the premises demised to Tenant (the "**Premises**") because of the business, profession or activity carried on in the Premises by Tenant, Tenant's servants, agents, employees, invitees, or anyone claiming by, through or under Tenant.

3. The sidewalks, entrances, passages, elevators, lobbies, stairways, and halls must not be obstructed or used for any purpose other than ingress to and egress from any leased premises.

4. Emergency egress stairway doors may NOT be "propped-open" for any reason. These stairways are for egress only and the stairway doors may be locked from the stair-side to prevent unwanted intrusion into the building or buildings containing the Premises (collectively, the "**Building**").

5. Tenant shall operate HVAC equipment in a manner that is consistent with standards prescribed by the equipment manufacturer. Tenant shall be responsible for any damage which may occur from improper operation (such as leaving a thermostat at its lowest setpoint for an extended period of time causing a coil to freeze). Please check with building management to confirm proper operating procedures. There are to be **NO** so called "space heaters" (supplemental personal heaters with exposed heating elements) within tenant spaces. Use of such devices presents a fire hazard.

6. [INTENTIONALLY DELETED.]

7. As required by local ordinances, Tenant shall, from time to time, test the Building's fire control and alarm systems. Tenant shall familiarize its employees with such fire alarm systems and shall make each of its employees aware of the fire exits within the Premises and shall cooperate with any fire drills, systems, test, inspections and/or repairs as may be required from time to time.

8. [INTENTIONALLY DELETED.]

9. [INTENTIONALLY DELETED.]

10. [INTENTIONALLY DELETED.]

11. There are no animals/pets of any kind (leashed, caged, muzzled) allowed into the Building, with the exception of service animals or other animals used in the conduct of Tenant's business in accordance with local ordinances and regulations.

12. To avoid damage to the Building's plumbing system or to prevent plumbing blockages, restroom trash receptacles (and NOT the toilets) are to be used for disposing of all paper towels, sanitary

napkins, and objects foreign to toilet/plumbing systems. Damage resulting to any such fixtures or appliances from misuse by Tenant or its agents, employees, or invitees shall be paid for by Tenant, and Landlord shall not in any case be responsible therefor.

13. Parking in Fire Lanes, except for medical and emergency vehicles, is PROHIBITED BY LAW. All other vehicles are subject to being towed at the owner's expense.

14. All proposed improvements to the Premises by Tenant shall be performed in accordance with the provisions of the Lease.

15. [INTENTIONALLY DELETED.]

16. [INTENTIONALLY DELETED.]

17. No trash or debris can be stored within tenant areas that might result in pest infestation. All food, fluid, or wet trash must be disposed of in the site trash compactor or in receptacles utilized for composting at the close of business each day.

18. [INTENTIONALLY DELETED.]

19. [INTENTIONALLY DELETED.]

20. Delivery carts, hand trucks and similar devices must be properly equipped with rubber tires and protective guards. Tenant shall be held responsible for any damage to the Premises caused by Tenant's vendors, suppliers, agents or delivery services.

21. Tenant shall not occupy or permit any portion of the Premises to be occupied for the possession, storage, manufacture, or sale of liquor or any other illegal substance of any kind; provided, however, that the foregoing shall not prevent the service, in accordance with all applicable laws, of alcoholic beverages at business meetings conducted within the Premises or of any regulated substances used as part of Tenant's business provided Tenant has received all appropriate governmental approvals.

22. [INTENTIONALLY DELETED.]

23. [INTENTIONALLY DELETED.]

24. Canvassing, soliciting and pedaling in the Building are prohibited and Tenant shall cooperate to prevent the same by notifying Landlord.

25. Egress corridors and paths, elevators and stairways or any exterior portions of the site shall not be encumbered or obstructed by Tenant, or Tenant's agents, servants, employees, licensees, or visitors. The moving in and out of all safes, freight, furniture, or bulky matter of any description may take place during normal Building hours.

26. Except as otherwise expressly set forth in the Lease, no curtains, blinds, shades, screens, or signs other than those approved by Landlord (which approval shall not be unreasonably withheld and shall be granted for any window treatments proposed to be installed by Tenant which preserve a uniform appearance on the exterior of the Building and do not void manufacturer's warranties on the windows) shall be attached to, hung in, or used in connection with any exterior window or suite entry door of the Premises without the prior written consent of Landlord.

27. With respect to movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of any merchandise or materials which require the use of elevators, stairways, lobby areas, or loading dock areas, Tenant is to assume all risk for damage to articles moved and injury to any persons resulting from such activity. If any equipment, property, and/or personnel of Landlord or of any other tenant is damaged or injured as a result of or in connection with such activity, Tenant shall be solely liable for any and all damage or loss resulting therefrom.

28. Landlord shall have the power to approve the weight and position of safes and other heavy equipment or items, which in all cases shall not in the reasonable opinion of Landlord, as analyzed by a structural engineer, exceed acceptable floor loading and weight distribution requirements. All damage done to the Building by the installation, maintenance, operation, existence or removal of any property of Tenant shall be repaired at the expense of Tenant.

29. Common area corridor doors, when not in use, shall be kept closed except those which are tied into the fire alarm system.

30. No flammable, explosive, or hazardous fluid or substance shall be used, kept, released or disposed of by Tenant in the Premises or Building, except for those fluids or substances as are used in the conduct of Tenant's business and are being used by Tenant in accordance with all applicable laws, rules, and regulations. Tenant shall supply building management with current Material Safety Data Sheets along with maximum quantities of materials stored by Tenant on site.

31. Tenant shall not use or permit the Premises or any portion thereof to be used for lodging, sleeping, or for any illegal purpose.

32. [INTENTIONALLY DELETED.]

33. Tenant shall not install, operate or maintain in the Premises, or any other area of the Building, any electrical equipment which does not bear the U/L (Underwriters Laboratories) seal of approval (or the equivalent as issued by another organization or in another jurisdiction) in those instances where the same is required for such equipment (unless Tenant shall supply Landlord with documentation evidencing the safety and capacity of such non U/L (or alternative as aforesaid) approved equipment; provided, however, that the foregoing requirements shall not be applicable to prototype equipment for which UL (or alternative as aforesaid) testing has not been done or has not yet been completed), or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation as reasonably determined by Landlord, taking into consideration the overall electrical system and the present and future requirements therefor in the Building.

34. All construction vendors to be contracted by Tenant shall comply with the insurance requirements in the Lease if deemed appropriate by building management and with all other provisions of the Lease pertaining to construction work within the Premises. Please contact Tenant Services Coordinator 781-890-4302 for landlord additional insured entities and related requirements which must be named on each certificate of insurance, where applicable. Certificates of such insurance shall be filed with the building management prior to the commencement of the work.

35. For daily maintenance service calls, or general tenant requests, questions, or concerns please contact the Tenant Services Coordinator, Mary Teran, at: (781) 890-4302. Alternatively, tenants may use the web based service request system. Please contact building management for specific

instructions and to receive a tenant specific password.

36. Tenant shall adhere to and familiarize its employees with Building safety and evacuation plans as mutually agreed upon by Tenant and building management. In the event of any Building/site-related emergency, please contact the Security Desk at 930 Winter Street at (781) 890-4560.

37. [INTENTIONALLY DELETED.]

38. [INTENTIONALLY DELETED.]

39. Tenant shall provide its own janitorial services to the Premises as set forth in the Lease.

40. [INTENTIONALLY DELETED.]

41. Tenant and its visitors shall obey all parking regulations.

42. Bicycles and other vehicles are not permitted to be parked on the walkways outside the Building, except in those areas specifically designated by Landlord for such purposes.

43. Tenant shall carry out Tenant's permitted maintenance, repairs, alterations, and improvements in the Premises in a manner which will not interfere with the rights of other tenants in the Building.

44. Tenant shall inform its employees and visitors of the laws and ordinances of the City of Waltham relating to prohibition of smoking. No smoking will be allowed anywhere inside the Building.

45. **NO NATURAL** holiday decorations (trees, wreaths, evergreens decorations, etc.) are allowed within the Building. All such items are categorized by the Waltham Fire Department as fire hazards.

46. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of or visible from the outside of the Premises or Building without the prior written consent of Landlord, except as otherwise provided in the Lease. In the event of the violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant. The foregoing shall not be applicable to temporary paper signs on glass doors providing instructions or directions to visitors.

48. In the event Tenant has access to the garage, Access Card programming for the garage may be requested from Mary Teran, Tenant Service Coordinator, in writing, on company letterhead, or electronically, as follows:

- By E-Mail: mteran@thedaviscompanies.com

Each request for Access Card programming must be submitted by authorized tenant-representatives and must provide, at a minimum, the following information:

- The full name(s) of the individual(s) for whom access is being requested;
- Individual must present ID card to building manager to be scanned into the system.

49. [INTENTIONALLY DELETED.]

50. Any shipping, packing, staging, rigging, or building protection materials generated as part of a delivery must be cleaned-up and removed by the delivery company or by Tenant, otherwise Tenant will be charged with the associated disposal costs.

51. Handicapped Parking Spaces and Parking for Low Emitting and Fuel Efficient Vehicles as designated by the United States Green Building Council are for those who need them and have the appropriate license plates, vehicles, or vehicle identification. Any abuse of this policy may be reported directly to the building management office.

EXHIBIT 7.02

Work Letter

I. Base Building Work.

1.01(a) Landlord's Performance. Landlord shall perform the Base Building Work (hereinafter defined) in a good and workmanlike manner, using new materials of first quality, and shall comply with applicable laws and all applicable ordinances, orders and regulations of governmental authorities. The Base Building Work shall be performed in all material respects in accordance with the list of plans and specifications attached as Attachment 1, as such plans and specifications may be modified in accordance with this Work Letter (the "Base Building Work"). Landlord may modify the design of the Base Building Work from time to time as required by municipal authorities having jurisdiction over such work or to comply with applicable legal requirements (any such change being a "Permitted Base Building Work Change"). Landlord acknowledges that if there are multiple alternatives to comply with applicable legal requirements at no greater cost to Landlord or delay in the schedule for the Base Building Work (nothing in this clause being deemed to limit Landlord's obligations, including the obligations to incur additional costs and delay, pursuant to Section 2.07(d)(i), below), Landlord shall consult with Tenant prior to selecting the applicable method of compliance for purposes of minimizing the impact of such change on Tenant's Finish Work. In addition, Landlord may (subject to the provisions of the immediately following paragraph) make such other modifications as Landlord reasonably determines are necessary so long as such other modifications (i) do not affect the utility, quality, or appearance of the Base Building Work in any material respect, (ii) do not materially increase the cost of the Finish Work or the FF&E Work (as hereinafter defined), except as provided below, (iii) will not materially interfere with Tenant's use of the Premises, (iv) do not involve a material reduction in the quality of materials to be incorporated in the Base Building Work, (v) will not result in any material diminution of the rentable area of the Premises, and (vi) will not materially adversely affect the building service systems and equipment serving the Premises (collectively, the "Tenant Approval Not Required Standards"). In addition to the requirements described in this Exhibit 7.02, Landlord's Base Building Work shall be further described in 100% construction documents that shall be consistent with Attachment 1 and a first class suburban office building (Tenant acknowledging that Attachment 1 is consistent with a first class suburban office building) pursuant to the schedule for Landlord's Deadlines set forth on Attachment 4. Landlord shall provide Tenant with copies of the construction documents for Tenant's review and comment. Tenant shall review and comment on such plans within ten (10) business days following the delivery of such plans to Tenant. If Tenant fails to review and comment on such plans within such ten (10) business day period, then Tenant shall be deemed to have waived its right to comment. Landlord represents and warrants that, upon completion of the Base Building Work, the Building shall be in compliance with all applicable laws, codes, ordinances, rules and regulations, including without limitation the Americans with Disabilities Act, except to the extent, if any, such non-compliance results from the design and construction of Tenant Work or the Finish Work.

If Landlord desires to make a design modification that does not meet the Tenant Approval Not Required Standards and is not a Permitted Base Building Work Change (an "Unpermitted Base Building Work Change"), Landlord shall promptly so notify Tenant and request Tenant's approval of the same. Such notice, in order to be effective, shall contain "bubbled" plans

specifically identifying the proposed modification and a statement of the effect, if any, of such modification on the Finish Work. Within ten (10) business days after delivery of such notice (an "Unpermitted Base Building Work Change Notice") to Tenant, Tenant shall notify Landlord whether Tenant approves such change or, if not, the revisions required to be made by Landlord (if any can be made to satisfy Tenant) and shall also notify Landlord of the additional costs, if any, that Tenant reasonably estimates it will incur in the redesign of the Finish Work as a result of the Unpermitted Base Building Work Change ("Tenant's Change Estimate Notice"). Tenant shall not unreasonably withhold any such requested approval and Tenant agrees to cooperate with Landlord in approving changes in the Base Building Work necessary to satisfy Landlord's schedule and financing requirements so long as the Base Building Work is consistent with standards for a first class office and laboratory building and Landlord pays for (i) all additional costs for redesign of the Finish Work and, following approval of final Construction Documents for the Finish Work, FF&E Work, in each case as reasonably estimated by Tenant in the applicable Tenant's Change Estimate Notice, together with (ii) additional costs to construct the Finish Work and applicable FF&E Work resulting from such changes, as such costs are incurred. If Tenant does not respond to an Unpermitted Base Building Work Change Notice as set forth above, then Landlord may send Tenant a second such Unpermitted Base Building Work Change Notice indicating, in bold and prominent print, that Tenant's failure to respond to the same within three (3) Business Days shall be deemed to mean approval of the applicable Unpermitted Base Building Work Change. If Tenant fails to respond within such three Business Day period, then the applicable Unpermitted Base Building Work Change shall be deemed approved by Tenant without any additional costs to be reimbursed to Tenant by Landlord for redesign of the Finish Work. If Landlord does not agree with Tenant's cost estimate as set forth in Tenant's Change Estimate Notice, then Landlord may, by notice to Tenant, elect to have the particular aspects of the redesign of the Finish Work performed on a time and materials basis. In such event, Landlord shall pay all amounts due to Tenant's architect for such work as and when due. Tenant shall provide Landlord all reasonable cost accounting information regarding such work provided to Tenant by Tenant's architect. If and to the extent that any Unpermitted Base Building Work Change causes a delay to Tenant's submission of any plans required to be submitted by Tenant under this Lease, the same shall constitute a Landlord Delay as further set forth in Section 2.11 of this Exhibit 7.02.

From time to time during the construction of the Base Building Work directly affecting the Building and the Finish Work, Landlord shall allow Tenant's authorized representatives to review and make copies of plans and specifications including all changes thereto and generally to review the progress of Landlord Work. Such reviews shall be scheduled so as not to interfere with the conduct of Landlord Work. Tenant shall be provided with copies of all material changes or supplements to the construction plans for the Base Building Work when the same are given to Landlord's contractor. Landlord shall be responsible for obtaining all permits or other approvals for Landlord's Base Building Work, including obtaining any required certificates of occupancy (subject to the completion of the FF&E Work), and shall advise Tenant, at Tenant's request from time to time, as to the status of said permits, approvals and certificates.

The Landlord has retained, or will retain, John Moriarty & Associates to be its general contractor for the Base Building Work.

(b) Base Building Work Modifications. Tenant may, prior to the date that is 20 days after the Effective Date, request in writing that Landlord incorporate any of the changes in the

Base Building Work described on, and subject to the conditions set forth in, Attachment 2 (the "Base Building Work Modifications"). To the extent that Tenant timely elects any of the Base Building Work Modifications, Landlord shall use commercially reasonable, diligent efforts to obtain the permits and approvals from the City of Waltham necessary to accommodate the same; however, in no event shall Landlord have any obligation to pursue the Base Building Work Modifications if the applicable permits and approvals have not been granted by the applicable date set forth on Attachment 2. To the extent that Tenant requests the Base Building Work Modifications and Landlord is unable to obtain the necessary permits and approvals of the City of Waltham to the same, then Tenant shall have the remedy indicated on Attachment 2 and Landlord shall have no further obligation to undertake the applicable Base Building Work Modifications. If Landlord obtains the permits and approvals necessary to permit the Base Building Work Modifications, then Landlord shall have its architect modify the Base Building Work plans and specifications accordingly. The parties acknowledge that no Tenant Delay shall be deemed to occur on account of Tenant's election to pursue the Base Building Work Modifications; however, as noted on Attachment 2, certain Base Building Work Modifications may be performed by Landlord as a separate phase of Landlord Work and shall not be deemed to be a condition to Substantial Completion, the Commencement Date, or the Rent Commencement Date.

(c) Tenant Requests and Base Building Work Permits. Tenant may, prior to November 1, 2018 (other than with respect to cosmetic changes such as the selection of finishes, which may be made at any time prior to the procurement of the same by Landlord), from time to time request reasonable changes in the Base Building Work to accommodate Tenant's interior space design or system requirements, subject to the following: in the event that Tenant proposes any changes to the Base Building Work pursuant to the foregoing, Landlord shall, within ten (10) business days of such request, provide Tenant with Landlord's architectural and engineering design proposals and Landlord's contractor's order of magnitude conceptual pricing setting forth the reasonable out of pocket additional net increase in costs (taking into account any prior such changes) to be incurred by Landlord to implement the change in Base Building Work as a result of such change and the amount of estimated delay, if any, that will result in the completion of Base Building Work, together with any other costs that Landlord reasonably anticipates it will incur as a result of such change, including without limitation design costs and the aforementioned increased net construction costs, if any ("Landlord's Change Estimate Notice"). Tenant shall, within six (6) business days of receiving Landlord's Change Estimate Notice, either withdraw Tenant's request for a change or authorize Landlord to proceed with the preparation of revised plans for the Base Building Work reflecting such change. Tenant's failure to timely reply to Landlord's Change Estimate Notice shall be deemed to be a withdrawal of Tenant's request for a change, but this shall not affect Tenant's right to request the same or a similar change in the future subject to the provisions hereof.

Landlord shall make such reasonable changes provided that (i) Tenant pays for costs specified by Landlord in Landlord's Change Estimate Notice, including the net increased construction costs (taking into account any prior changes) resulting from such change, as such costs are incurred (based on "open book" detailed backup from Landlord's contractor and Landlord's contractor's subcontractors and suppliers), (ii) the change is consistent with the governmental approvals and permits authorizing the performance of the Base Building Work (and does not require any modification to the Special Permit), (iii) the change is consistent with first quality design standards for office, laboratory and research and development space and does not

have a material adverse effect on the value of the Building or Property, (iv) Tenant authorizes Landlord to make such change pursuant to the immediately preceding paragraph, (v) Tenant agrees that to the extent such change results in a Tenant Delay and the parties agree to the amount of such delay, if any, with the input of Landlord's architect and contractor, any such agreed upon delay pursuant to this subparagraph (v) being referred to as "Agreed Tenant Delay" (provided that Landlord shall have no obligation to agree to or approve change requests that may or will result in more than 180 days of Tenant Delay in the Substantial Completion of the Landlord Work in the aggregate under this Exhibit 7.02 whether the Tenant Delay is a Tenant Delay under this clause (v) or any other Agreed Tenant Delays, including Agreed Tenant Delays described in or pursuant to Section 2.06(ii)) and (vi) such change does not materially and adversely affect the Base Building systems or other structural elements of the Building. Upon the written request of Tenant, Landlord shall cause Landlord's contractor to quote the cost for any such change on a lump sum or a guaranteed maximum price basis in the issuance of a change order therefor. If Tenant timely notifies Landlord that Tenant authorizes Landlord to make such change and satisfies the other requirements set forth in the preceding sentence but Tenant does not agree with Landlord's cost estimate for construction work as set forth in Landlord's Change Estimate Notice, then Tenant may, by notice to Landlord set forth in Tenant's notice authorizing Landlord to proceed with such change pursuant to clause (iv), above, elect to have the work performed on a time and materials basis in accordance with Landlord's construction contract. In such event, Tenant shall pay all net increases in amounts due to Landlord's contractor for such work as and when due under Landlord's construction contract and shall pay Landlord for any other costs reasonably attributable to implementing such changes based on the budget categories set forth in Landlord's Change Estimate Notice. Landlord shall provide Tenant all reasonable cost accounting information regarding such work provided to Landlord by Landlord's contractor or otherwise reasonably available to Landlord and shall cause the final amount due for such work to be determined in accordance with Section 2.08 of this Exhibit 7.02. Landlord shall have no obligation to make any changes to the Base Building Work construction plans requested by Tenant except in accordance with this paragraph.

Landlord shall consult with Tenant prior to identifying, and Tenant shall further have the right to review and comment on, the color and finishes of the materials and fixtures used in the lobbies, cafeteria, bathrooms, stairwells, and elevator cabs to be constructed within the Premises as part of the Base Building Work. Such finishes shall be consistent in all respects, including without limitation, in cost and quality with the first-class nature of the Building and the plans and specifications attached as Attachment 1. Tenant shall provide such comments in writing within six (6) business days after any such color and finishes are presented to Tenant by Landlord. Any disputes regarding the matters set forth in this paragraph shall be resolved pursuant to Section 2.13 of this Exhibit 7.02.

Landlord shall be responsible for obtaining all permits or other approvals for Landlord's Base Building Work, including obtaining any required certificates of occupancy (subject to the completion of the FF&E Work), and shall advise Tenant, at Tenant's request from time to time, as to the status of said permits, approvals and certificates.

(d) Intentionally Omitted.

(e) Chemical Storage Modification. The parties acknowledge that the Base Building Work includes (and Landlord shall not modify the Base Building Work to exclude, except as provided Section 2.07(d)(i), below) the necessary improvements to designate the first floor of the Building (containing the cafeteria) as a first floor level above grade plain under the applicable edition of the Massachusetts State Building Code for purposes of chemical storage (the "First Floor Grade Plain Condition").

II. Finish Work.

2.01 Construction Documents. Tenant shall prepare, at Tenant's expense (subject to reimbursement from the Finish Work Allowance and, if applicable, the Supplemental Allowance), complete, coordinated construction drawings and specifications (the "Construction Documents") for the initial improvements to the Premises necessary to make the Premises ready for Tenant's occupancy (the "Finish Work;" together with the Base Building Work, the "Landlord Work"). The Construction Documents shall be reasonably consistent with the fit plan attached as Attachment 3 to this Exhibit 7.02 (the "Fit Plan") and the plans and specifications then previously approved by Landlord, as further set forth below. The Finish Work does not include the installation of Tenant's decorations, data and telecommunications cabling, movable furnishings, business fixtures and equipment (collectively, the "FF&E Work"). Notwithstanding the foregoing or anything to the contrary in this Lease, Tenant may elect to not initially design or construct Finish Work for Tenant to occupy a limited portion of the Premises located on one floor and not exceeding 40,000 rentable square feet in the aggregate of the Premises, excluding the Converted Office Space as defined in Section 26.01 (the "Unfinished Space") provided such Unfinished Space shall initially be left in such condition that it is at least sufficient to receive a certificate of occupancy for the Premises. To the extent that Tenant elects to have Unfinished Space, (a) $105 per rentable square foot of the Unfinished Space of the Finish Work Allowance and Supplemental Allowance (allocated on a 50/50 basis between the Finish Work Allowance and Supplemental Allowance) shall be available only for use with the Unfinished Space (and therefore unavailable for application to the remainder of the Premises), but in any event subject to the Allowance Expiration Date in Section 2.02 of Exhibit 7.02, and (b) tenant improvements within the Unfinished Space shall be excluded from the Landlord Work and not deemed a condition to Substantial Completion.

At all times, Tenant will act promptly (and in any case within seven (7) business days following delivery of notice from Landlord unless expressly provided otherwise herein) on any construction-related questions or matters, including final color approvals and substitutions. In furtherance of the foregoing, Tenant shall prepare and deliver to Landlord plans and specifications for the Finish Work reasonably consistent with the Fit Plan and all plans and specifications then previously approved by Landlord, if any, for Landlord's review and approval, pursuant to the Tenant Deadlines as set forth on Attachment 4. If Tenant does not meet the Tenant Deadline for submission of final Construction Documents by the date set forth on Attachment 4, which such Tenant Deadline shall be subject to extension for Landlord Delay and events described in Section 20.14 (it being agreed that the time for Landlord performance of the Landlord Work shall be similarly extended on a day for day basis for each day that Tenant's obligation to deliver the Construction Documents is extended on account of events described in Section 20.14), then, in addition to the right to claim Tenant Delay as further provided in Section 20.11 below:

(a) if such delay exceeds 180 days, then (i) the Commencement Date shall be deemed to mean the date that is the later to occur of (X) January 20, 2020, or (Y) the date the Base Building Work is Substantially Complete (with the definition of Substantially Completed being revised for purposes of such determination by replacing the words "not interfere materially with occupancy by Tenant" with the words "not interfere materially with the construction of the Finish Work", and taking an additional exception in the final parenthetical of such definition to the extent that Tenant's lawful occupancy cannot be achieved due to the status of the Finish Work), (ii) the PRISA II Guaranty (as defined below) shall be of no further force and effect with respect to the obligation to complete Finish Work (but shall remain in effect with respect to the Base Building Work), and (iii) Landlord shall have the right, at Tenant's sole cost and expense (to be deducted from the Finish Work Allowance as such work progresses), to perform only so much of such leasehold improvement work within the Premises as is necessary to obtain a certificate of occupancy for the Building on or before January 20, 2020; and

(b) if such delay exceeds 270 days, then, in addition to the matters set forth in subparagraph (a) above, Landlord shall have no further obligation to complete the Finish Work and the Landlord Work shall be deemed to consist solely of the Base Building Work.

Tenant has or will retain Elkus Manfredi or another architect reasonably approved by Landlord as Tenant's architect for the Finish Work. Tenant's architect and engineers will comply with the provisions of this Exhibit 7.02 and of Article 8 of the Lease, including without limitation the Tenant Deadlines. Tenant's architect will retain AHA Consulting Engineers, Landlord's mechanical, electrical and plumbing engineer, and, if necessary due to the nature of the Finish Work, retain McNamara Salvia, Inc., Landlord's structural engineer, and shall retain such other engineers as are reasonably approved by Landlord (such approval not to be unreasonably withheld, conditioned or delayed). Even though such architects and engineers may have been otherwise engaged by Landlord in connection with the Building, Tenant shall be solely responsible for the liabilities and expenses of all architectural and engineering services relating to the Finish Work (subject to reimbursement from the Finish Work Allowance and, if applicable, the Supplemental Allowance) and for the adequacy and completeness of the plans and specifications submitted to Landlord by Tenant. Tenant's contract with Tenant's architect (the "**Architect's Agreement**") shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, and Tenant shall not materially amend the Architect's Agreement without Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed. The Architect's Agreement shall at all times include provisions, and Tenant shall enforce the same, that (i) require Tenant's architect to execute such certificates and consents as are customarily required by lenders providing construction financing, and regulatory authorities and (ii) give the Landlord and any lenders providing construction financing for the Finish Work the right to use the instruments of service under the Architect's Agreement to the extent necessary to complete the construction of the Finish Work in accordance with the Work Letter. Tenant shall cause Tenant's architect to address any certifications that are required of Tenant's architect under the Architect's Agreement to Landlord in addition to Tenant as owner under the Architect's Agreement. Tenant acknowledges that Landlord shall have the right to communicate directly with Tenant's architect as required for Landlord to perform Landlord's obligations under this Work Letter with regard to the Finish Work, including without limitation to the extent that the Tenant's architect is providing construction administration services for the Finish Work. Tenant shall be responsible for causing the Tenant's architect to perform the

Tenant's architect's obligations under the Architect's Agreement with respect to construction phase services with regard for the Finish Work (including without limitation the obligation to act upon applications for payment by the Landlord's general contractor).

Landlord shall review and approve, or disapprove by written notice in sufficient detail for Tenant to be able to reply, within ten (10) business days following delivery of any plans and specifications to Landlord by Tenant in accordance with the Tenant Deadlines, including without limitation the Construction Documents. In accordance with such review of any such plans, Landlord shall identify any Finish Work requiring removal at the end of the term in accordance with, and subject to the provisions set forth in Section 8.01(b) of the Lease. Tenant's Schematic Design Documents and any subsequently submitted plans and specifications must be consistent with the first class nature of the Building. All approvals, inspections, and requirements of Landlord with respect to the Construction Documents or other plans and specifications, and Finish Work shall be for Landlord's benefit only, may not be relied on by Tenant (other than for the purpose of evidencing that Landlord has approved same to the extent such approval is required under this Lease), and shall not affect Tenant's responsibility for the same.

2.02. Finish Work Allowance and Supplemental Allowance.

(a) Landlord shall provide Tenant with an allowance for the costs (the "Allowance Costs") of preparing the Premises for Tenant's initial occupancy (including the costs of constructing such Finish Work (the "Hard Costs") and architectural and engineering fees incurred in the design of such Finish Work), Tenant's outside legal fees incurred in connection with this Lease, Tenant's third party expenses to move into the Premises and to the purchase and installation of data and telecommunications cabling, signage, equipment, trade fixtures and/or furniture in the Premises) in an amount not to exceed $15,400,000.00 (i.e. $70.00 per rentable square foot of the entire Premises initially leased hereunder) (the "Finish Work Allowance"), subject to increase for any credits obtained by Tenant pursuant to Section 1.01(b), above. At least 80% of the Finish Work Allowance (the "Minimum Expenditure Threshold") must be spent on Hard Costs for the Finish Work. All construction and design costs for the Finish Work in excess of the Finish Work Allowance and, if applicable, the Supplemental Allowance, shall be paid for entirely by Tenant, and Landlord shall not provide any reimbursement or allowance therefore. In addition, Landlord has, prior to the date of this Lease, paid Tenant a test fit allowance in the amount of $22,000 towards the Tenant's architect's costs to design the plan shown on Attachment 3.

Tenant may, by written notice (the "Allowance Increase Notice") given to Landlord no later than the date that is 30 days following the Effective Date, elect to obtain an additional allowance in the amount of up to $16,500,000.00 (i.e. $75.00 per rentable square foot of the Premises) (the amount so elected by Tenant being referred to herein as the "Supplemental Allowance"). The Supplemental Allowance, if elected by Tenant, shall be utilized on the terms and conditions set forth herein with respect to the Finish Work Allowance, except that (a) the Supplemental Allowance shall be disbursed *pari passu* with any available amounts of Finish Work Allowance (e.g., $75 of each $145 drawn shall be attributed to the Supplemental Allowance), and (b) in no event shall Tenant have the right to apply any unused Supplemental Allowance against Rent payments. If Tenant gives the Allowance Increase Notice, Tenant shall repay the

Supplemental Allowance to Landlord in equal monthly installments determined by amortizing the Supplemental Allowance over the initial term of the Lease, together with interest at 8% per annum (such monthly payments, the "Supplemental Rent"), on the first calendar day of each month commencing on the Rent Commencement Date and continuing thereafter during the remainder of the initial term of the Lease with Tenant's regular payments of Base Rent (and the parties shall enter into an amendment to the Lease to confirm the same promptly following the giving of the Additional Allowance Notice). Tenant shall have the right to prepay the unamortized balance of the Supplemental Allowance at any time during the first three Lease Years by providing three months' prior written notice to Landlord. Examples of the Supplemental Rent calculation and the prepayment calculation are attached as Attachment 5.

Pursuant to the schedule shown on Attachment 4, Landlord shall notify Tenant of the estimated guaranteed maximum price construction cost of the Finish Work (taking into account the Direct Costs, as described in Section 2.08, below) within 21 days following Tenant's delivery of Tenant's complete Schematic Design Drawings to Landlord and again within 21 days following Tenant's delivery of Tenant's complete Design Development Drawings. Upon completion of each of the Early Release/Long Lead Procurement Packages and the Building Permit Plans, Landlord shall then cause Landlord's general contractor for the Building to solicit at least three bids (or such fewer number of bids as Landlord and Tenant may reasonably agree, if with respect to the Early Release/Long Lead Procurement Packages or any items, three bids is impracticable in light of the nature of the item and the Landlord's construction schedule) for each trade agreed to be so bid between Landlord and Tenant prior to the time required pursuant to Attachment 4. Landlord and Tenant shall determine the trades to be bid in accordance with the schedule shown on Attachment 4, and, if they are unable to reach agreement on the identity of such trades, shall submit such dispute to resolution by arbitration pursuant to Section 2.13, below. Tenant may designate at least one subcontractor for each trade for inclusion in the bidding, subject to Landlord's reasonable approval of such bidders. Landlord shall promptly supply Tenant with such detailed information about bid requests and negotiations with contractors as Tenant may reasonably request, provided that any delays resulting from Tenant's failure to act within five (5) business days following Landlord's delivery of such information to Tenant shall constitute a Tenant Delay. In the case of each bid request, Landlord will accept the lowest responsible bid from a contractor that can meet the Construction Schedule, unless Landlord and Tenant reasonably determine otherwise.

Landlord shall notify Tenant of the final guaranteed maximum price construction cost of the Finish Work, which notice shall set forth on a detailed line item basis the elements of such cost, including, without limitation, the contractor's fee of three and one-quarter (3.25%) percent, general conditions costs, the contractor's contingency, and a contractor's fee of three and one-quarter (3.25%) percent for change orders, as determined under Section 2.08 (the "Base Price"), to be calculated based on the final, approved Construction Documents promptly upon receipt from the general contractor. Tenant shall have ten (10) business days following Landlord's delivery of the Base Price to Tenant to propose any initial Finish Work Change Orders that Tenant may reasonably determine are necessary to keep the cost of the Finish Work within Tenant's budget. Tenant shall have five (5) business days to respond to Landlord's price estimates on Tenant's Early Release/Long Lead Procurement Packages, and any other specialty or long lead item submitted to Landlord by Tenant. Costs of Building services or facilities (such as electricity, HVAC, and

cleaning) actually required to implement the Finish Work and other variable costs to the extent required to be paid by Tenant under the Lease (such as for review, inspection, and testing) shall, to the extent not reasonably ascertainable as of the time Landlord notifies Tenant of the Base Price as provided above and included therein, thereafter be added to the Base Price (as adjusted for Finish Work Change Orders). To the extent that any of such services are provided to the Base Building Work and Finish Work in a manner that cannot reasonably be segregated (e.g. where there are not separate utility meters), the cost of such services shall be equitably allocated between the Base Building Work and the Finish Work. In the event that the total price of such Finish Work (as determined under Section 2.08), as the same may be reasonably estimated by Landlord, exceeds the Finish Work Allowance and Supplemental Allowance elected by Tenant, if any, then Tenant shall pay its pro-rata share of the costs to construct such Finish Work (based on the ratio of the costs of Excess Finish Work, as defined below, to the estimated total cost of such Finish Work as reasonably estimated by Landlord and documented to Tenant to Tenant's reasonable satisfaction) with each requisition by the general contractor.

(b) Commencing no earlier than the date Landlord obtains a building permit for the Landlord Work, Landlord shall disburse funds to Tenant for Allowance Costs incurred by Tenant within forty-five (45) days of Tenant's request (which request may not be made more than once per month) if such request is submitted at least five (5) business days prior to the day on which Landlord is to submit its monthly requisition for loan disbursement to its construction lender if the following conditions have been fully satisfied: (a) no Event of Default then exists and; (b) Landlord shall have no reason to believe that any work for which payment is requisitioned has not been properly completed and (c) Tenant shall have complied with any other reasonable requirements of Landlord's construction lender for disbursement of Allowance Costs that are comparable to requirements applicable to disbursements of funds for Base Building Work (but excluding requirements that are clearly inapplicable to Tenant or the work to which such Allowance Costs relate, such as a requirement that there be no borrower default under the loan documents). Requests for disbursement of the Finish Work Allowance and Supplemental Allowance that are not timely submitted or for which any of the conditions to payment of the Finish Work Allowance or Supplemental Allowance, as applicable, have not been satisfied, shall be included in Landlord's next construction loan requisition and paid to Tenant within thirty (30) days following submission of the same to Landlord's construction lender, provided that the conditions to payment are then satisfied. Requests for disbursement of the Finish Work Allowance and Supplemental Allowance for which any of the conditions to payment of the Finish Work Allowance or Supplemental Allowance, as applicable, have not be satisfied with respect to a particular aspect of design of the Finish Work shall be funded to the extent that such requests otherwise comply with the conditions to payment and to the extent that Landlord's construction lender actually funds comparable partially incomplete requisitions for Base Building Work.

If Landlord fails timely to pay any portion of the Finish Work Allowance or Supplemental Allowance to Tenant when due, then until such past due amount is paid or recouped hereunder it shall accrue interest at the Default Rate, and Tenant shall have the right to deduct any such past due amount, together with interest, from the next installment(s) of (a) Base Rent and Tenant's Pro Rata Share of Operating Expenses and Tenant's Pro Rata Share of Taxes (with respect to the Finish Work Allowance) and (b) Supplemental Rent with respect to the Supplemental Allowance due under this Lease until Tenant has received full credit or otherwise has been fully reimbursed for

the amount due to Tenant. Notwithstanding the foregoing, if Landlord disputes Tenant's right to abate Base Rent, Tenant's Share of Operating Expenses, Tenant's Share of Taxes, or Supplemental Allowance, or the amount of the abatement, such dispute shall be resolved in accordance with Section 2.13 of this Exhibit 7.02 prior to any abatement of disputed amounts by Tenant (and, if such dispute is resolved in favor of Tenant, then Landlord shall pay Tenant interest on any amounts so abated at the Default Rate).

Tenant's right to receive the Finish Work Allowance and, if applicable Supplemental Allowance, shall expire and be of no further force and effect as of the date (the "Allowance Expiration Date") that is 36 months following the Commencement Date (other than to the extent of amounts properly requisitioned prior to such date). Provided that (i) no Event of Default then exists, (ii) an amount of the Finish Work Allowance at least equal to the Minimum Expenditure Threshold has been spent on Hard Costs for the Finish Work and Tenant has paid for all Excess Finish Work (as reasonably evidenced to Landlord), and (iii) Finish Work or Tenant Work necessary for the occupancy of the entire Premises (other than Unfinished Space to the extent provided in Section 2.01 above) has been completed, any portion of the Finish Work Allowance that has not yet been requisitioned shall be credited against the next Rent payments due hereunder as and when directed by Tenant but in any event no later than the Allowance Expiration Date. Any Supplemental Allowance not utilized by the Allowance Expiration Date shall be retained by Landlord, Tenant shall have no further right to the same, and the Supplemental Rent payable hereunder shall be adjusted accordingly as evidenced by a mutually satisfactory amendment to this Lease.

2.03. Construction of Finish Work, Generally. Finish Work shall be constructed by Landlord at Tenant's sole cost and expense (subject to reimbursement from the Finish Work Allowance and Supplemental Allowance to the extent applicable) in accordance with, and subject to, the provisions of this Work Letter. Landlord shall not be responsible for any aspects of the design of Finish Work. Landlord shall not charge any supervisory or management fees with respect to the Finish Work. Tenant shall reimburse Landlord for (a) any reasonable third-party costs incurred by Landlord in connection with review or approval Finish Work design within 30 days following invoice as Additional Rent unless and except to the extent Tenant elects to retain the services of the MEP and structural engineers to prepare such plans as Landlord utilized for the Base Building Work plans and (b) Landlord's out of pocket personnel costs incurred to administer any Finish Work Change Orders after the aggregate hard and soft costs of Finish Work Change Orders exceeds $1,500,000. To the extent that the Finish Work shall incorporate any design elements or materials that will make it impractical to complete any aspect of the Landlord Work in accordance with the Landlord Work Deadlines set forth on Attachment 4 with due diligence, any delay occasioned thereby shall constitute Tenant Delay if the item giving rise to such Tenant Delay is designated by Landlord in writing when Landlord provides Tenant with the Base Price and, in such event, Landlord and Tenant agree to cooperate with the other to approve reasonable substitutions in the event any such design elements or materials are identified (as further described in Section 2.06, below); provided, however, that Tenant shall have no obligation to agree to any such substitutions that are not of equal quality to the item being replaced. If no equal substitute is available, then the parties shall cooperate to issue a deductive Finish Work Change Order for the applicable element of Finish Work in a manner that does not delay the Landlord Work and provides Tenant with functionally equivalent Finish Work. Landlord has retained or shall retain, and Tenant

has approved, John Moriarty & Associates as Landlord's general contractor for the Finish Work. Tenant shall have the right to review and approve the form of construction contract for the Finish Work, which approval shall not be unreasonably withheld or conditioned and shall be deemed granted if not given or withheld with specific explanation within twenty (20) days following Landlord's delivery of the proposed form to Tenant. In connection with the construction of the Finish Work, Landlord shall use commercially reasonable efforts to enforce the terms of the construction contract.

Except to the extent that the same constitutes an element of the Base Building Work, any installation of furniture, equipment, cabling or wiring necessary to obtain a temporary certificate of occupancy or such other document or such other permission as is provided by the City of Waltham building department to permit the legal occupancy of the Premises (any such documentation, the "Occupancy Documentation") from the City of Waltham Department of Inspectional Services for the Premises shall be completed by Tenant in a timely manner (subject to extension for events described in Section 20.14 of the Lease, it being agreed that the time for Landlord performance of the Landlord Work shall be similarly extended on a day for day basis) pursuant to Landlord's construction schedule (the "Construction Schedule") as initially provided to Tenant, which Construction Schedule shall incorporate the schedule for installation of the FF&E Work by Tenant as provided in Section 2.10, below, and as it may subsequently be revised from time to time by Landlord in a reasonable manner and with reasonable notice to Tenant, in order to allow Landlord to Substantially Complete the Landlord Work in accordance with the Landlord Work Deadlines set forth on Attachment 4, provided that nothing in this sentence shall (x) relieve Landlord of its obligation to Substantially Complete the Landlord Work, or (y) permit Landlord to change the Estimated Delivery Date (other than extensions for Tenant Delay and events described in Section 20.14), except as may be reasonably approved by Tenant or for non-binding changes intended to indicate the date that such events are estimated to actually occur. If Tenant does not perform the FF&E Work in a timely manner, then Landlord shall have the right, at Tenant's expense pursuant to Section 14.02 of the Lease (which costs shall be deducted from the Finish Work Allowance), to do only such work as is necessary to obtain the Occupancy Documentation upon prior written notice to Tenant (the parties agreeing to cooperate as reasonably required to minimize the need for any such work by Landlord by staging the FF&E Work in a manner that will not prevent the timely issuance of Occupancy Documentation, as and where practicable).

2.04. Excess Finish Work. All Finish Work (including, without limitation, any Finish Work Change Orders) the cost of which exceeds the Finish Work Allowance and Supplemental Allowance, if any, shall be "Excess Finish Work." All Excess Finish Work shall be performed and furnished by Landlord at the sole expense of Tenant.

2.05. Finish Work Change Orders. Subject to the provisions of Section 2.06 of this Work Letter, Tenant may, from time to time, by written order to Landlord on a form reasonably specified by Landlord ("Finish Work Change Order"), request Landlord's approval of a change in the Finish Work shown on the Construction Documents, which approval shall not be unreasonably withheld or conditioned, and shall be granted or denied within seven (7) business days after delivery of such Finish Work Change Order to Landlord. The Construction Documents shall not be modified in any material respect except with Landlord's and Tenant's prior written approval; and all Tenant modifications to the Construction Documents, whether material or not, shall be made only by

Finish Work Change Order submitted in timely fashion to Landlord and approved by Landlord. The price to be paid for Excess Finish Work shall be adjusted for any Finish Work Change Order. Landlord shall be authorized to proceed with work shown on any Finish Work Change Order as further set forth in Section 2.06, below.

2.06 Performance of Finish Work by Landlord. Landlord shall construct the Finish Work in a good and workmanlike manner in compliance in all material respects with the Construction Documents, and using new materials of first quality. Landlord is authorized to proceed with the Finish Work shown on the final, approved Construction Documents, on the date that is 10 business days after Landlord delivers the Base Price to Tenant, as set forth above, unless and to the extent that Tenant withdraws the Construction Documents in writing for the purposes of Tenant's value engineering. Tenant acknowledges that any such withdrawal in accordance with the preceding sentence may result in a Tenant Delay and, if it prevents Landlord from proceeding with the Finish Work, shall be a Tenant Delay with a duration of one day for each day that Landlord is required to stop work as a result, and shall be considered an Agreed Tenant Delay for all purposes under this Work Letter. Landlord acknowledges that Tenant may elect to authorize Landlord to proceed with the Finish Work and process any such value engineering as one or more Finish Work Changes Orders. With respect to the Early Release/Long Lead Procurement Packages and any other specialty or long lead item reasonably identified by Landlord, Landlord shall be deemed authorized to proceed on the date that is six (6) business days after Landlord delivers Landlord's estimate of the cost of such items to Tenant unless and to the extent that Tenant withdraws such items in writing for the purposes of Tenant's value engineering (Tenant acknowledging that any such withdrawal may result in a Tenant Delay). Landlord and Tenant shall cooperate to identify any item for inclusion in Tenant's Early Release/Long Lead Procurement Package promptly following Landlord's receipt of any plans from Tenant. With respect to Finish Work Change Orders submitted after Landlord is initially authorized (or deemed authorized) to proceed with Finish Work, Landlord shall be deemed authorized to proceed with such Finish Work Change Order upon written notice from Tenant.

Landlord has no obligation to approve any Finish Work Change Order or any Finish Work not shown on the plans previously approved by Landlord or reasonably inferable therefrom if, in Landlord's reasonable judgment, such Finish Work (i) would delay completion of the applicable Finish Work beyond the Estimated Delivery Date (as defined below) for such Finish Work unless Tenant agrees in writing that such work constitutes a Tenant Delay and Landlord and Tenant agree in writing to the amount of such Tenant Delay, (ii) would delay completion of the Landlord Work unless Tenant agrees in writing that such work constitutes a Tenant Delay and Landlord and Tenant agree in writing to the amount of such Tenant Delay and any such agreed delays shall be Agreed Tenant Delays (provided that Landlord shall have no obligation to agree to or approve any Finish Work Change Orders that may or will result in more than 180 days of Tenant Delay in the Substantial Completion of the Landlord Work in the aggregate under this Exhibit 7.02 whether the Tenant Delay is an Agreed Tenant Delay under this clause (ii) or any other Agreed Tenant Delays, including Agreed Tenant Delays described in or pursuant to clause (v) of Section 1.01(c); (iii) would materially increase the cost of performing any other work in the Building, unless in each case Tenant agrees to pay such costs, (iv) are incompatible with the design, quality, equipment or systems of the Building, (v) is not consistent the first class nature of the Building, or (vi) otherwise do not comply with the provisions of this Lease (including, without limitation,

Article 8). Nothing in this paragraph shall limit or restrict Tenant's right to have the Unfinished Space. By its execution of the Lease, and its submission of any Construction Documents and Finish Work Change Orders, Tenant will be deemed to have approved of, and shall be legally responsible for, such Construction Documents and Finish Work Change Orders. Notwithstanding the foregoing or anything herein to the contrary, if any Finish Work or Finish Work Change Order reasonably specifies a long lead item, such as custom cabinetry or a piece of specialized equipment, that Landlord reasonably determines could not be delivered and installed in a manner consistent with the completion of the Finish Work by the applicable Estimated Delivery Date, then Landlord and Tenant may agree in writing that such long lead item may be completed by Landlord following the date that all of the Landlord Work is Substantially Complete (if permitted pursuant to applicable law, including without limitation for any certificate of occupancy to be issued) without constituting a Landlord or Tenant Delay hereunder.

2.07. Substantial Completion/Punchlist/Remedies.

(a) "Substantial Completion" and "Substantially Completed" mean that the Landlord Work is completed excepting only (i) punch list type items and other uncompleted elements of construction, decoration, painting, millwork or other work and mechanical adjustment that, in each case, will not interfere materially with occupancy by Tenant and (ii) matters such as landscaping and the balancing of heating, ventilating and air conditioning systems that cannot be completed owing to their seasonal nature, such that Tenant can lawfully occupy the Premises for the conduct of the Permitted Uses (except to the extent that the inability of Tenant to lawfully occupy the Premises for the conduct of the Permitted Uses results from Tenant's failure to timely complete the FF&E Work necessary to obtain Occupancy Documentation in accordance with Section 2.11(vii), below, or Tenant's failure to timely complete the Construction Documents in accordance with Section 2.01 above). The certification of Substantial Completion by Landlord's architect shall be conclusive between the parties unless the certification is unreasonable and is disputed by Tenant by a notice to Landlord given within five (5) business days of Tenant's receipt of the certification. In the event of a dispute between Landlord and Tenant over whether Substantial Completion has occurred with respect to the relevant aspect of the Landlord Work, the certification of Landlord's architect shall be conclusive.

(b) On a date or dates reasonably specified by Landlord (but not later than two days following the Substantial Completion), Landlord and Tenant and each of their architects shall inspect the Premises for the purpose of preparing a list of the customary punchlist type items, and any items of a seasonal nature, then remaining to be completed for the Finish Work (any such punchlist, a "Final Punchlist") (provided, however, that in no event shall any work that cannot be completed without material interference with Tenant's intended use and occupancy of the Premises be deemed a punchlist item). Landlord shall, within ten (10) days after the date of such inspection, submit such Final Punchlist to Tenant, and Tenant shall sign and return the Final Punchlist to Landlord within five (5) business days of Landlord's delivery of such Final Punchlist to Tenant (or, if earlier, by the day before Tenant takes occupancy of the Premises), noting any items which Tenant reasonably believes should be added thereto. Items shall not be added to the Final Punchlist by Tenant after it is delivered to Landlord, but this shall not relieve Landlord from its liability to correct latent defects pursuant to the terms set forth below. If the Final Punchlist is not executed by Tenant and returned to Landlord within such five business day period, then Tenant shall be

deemed to have accepted the Final Punchlist as submitted to Tenant by Landlord without modification and, except as set forth on the Final Punchlist, Landlord shall have no further obligation to cause any other Finish Work to be completed except as provided below with respect latent defects. With respect to items on the Final Punchlist not in dispute, Landlord shall cause such items to be completed in a diligent manner during regular business hours, but in a manner that will seek to minimize interruption of Tenant's use and occupancy. In any event, Landlord shall use commercially reasonable efforts to complete all punch list work within 30 days (or such longer period as is reasonably required with respect to applicable items), other than matters that cannot be completed owing to their seasonal nature, and subject to extension for events described in Section 20.14 and Tenant Delays. With respect to any disputed Final Punchlist items, Landlord shall cause such items to be completed in like manner, but Landlord may nevertheless reserve Landlord's rights to require Tenant to pay the costs therefor as Excess Finish Work provided that Landlord gives Tenant notice that Landlord believes that such work is Excess Finish Work as soon as reasonably practicable.

(c) Except for uncompleted items of Finish Work specified in the Final Punchlist and for latent defects, Tenant shall be deemed to have accepted all elements of Finish Work on the date of actual (as opposed to deemed) Substantial Completion thereof. In the case of a dispute concerning the completion of items of Finish Work specified in the Final Punchlist, such items shall be deemed completed and accepted by Tenant upon the delivery to Tenant of a certificate of Landlord's architect that such items have been completed unless the certification reasonably is disputed by Tenant by a notice to Landlord given within five (5) business days of Landlord's delivery of the certification to Tenant, in which case such dispute shall be resolved pursuant to Section 2.13 of this Exhibit 7.02. In the case of latent defects in Finish Work appearing after the Commencement Date, Tenant shall be deemed to have waived any claim for correction or cure thereof on the earlier of the date that is 12 months following the date of actual (as opposed to deemed) Substantial Completion of the applicable work if Tenant has not then given notice of such defect to Landlord. For the purposes of this Lease, "latent defects" shall mean defects in the construction of the Landlord Work that are not readily observable by visible inspection at the time the Final Punchlist is prepared or cannot be ascertained by reason of seasonality. Landlord shall cause Landlord's contractor so to remedy, repair or replace any such latent defects identified by Tenant within the foregoing time periods, together with any damage caused to the Landlord Work on account of such defects, such action to occur as soon as practicable during normal working hours and so as to avoid any unreasonable interruption of Tenant's use of the Premises. If timely and adequate notice has been given and if Landlord has other guarantees, contract rights, or other claims against contractors, materialmen or architects Landlord shall, with regard to any such latent defects or any other defects in the Landlord Work not resulting from Tenant's acts or omissions, exercise reasonable efforts to enforce such guarantees or contract rights. The foregoing shall constitute Landlord's entire obligation with respect to all latent defects in the Finish Work.

(d) Landlord shall use diligent efforts to Substantially Complete the Landlord Work by January 20, 2020, subject to extension for Tenant Delay and matters described in Section 20.14 of the Lease (the "Estimated Delivery Date"). Landlord's failure to Substantially Complete the Landlord Work and deliver the Premises on or before the Estimated Delivery Date, for any reason, shall not give rise to any liability of Landlord hereunder, shall not constitute a Landlord's default, shall not affect the validity of this Lease, and shall have no effect on the beginning or end of the

term of this Lease as otherwise determined hereunder or on Tenant's obligations associated therewith except that:

(i) If Landlord has not obtained (A) a building permit for the Base Building Work that meets the First Floor Grade Plain Condition by the applicable Landlord Work Deadline, subject to extension for Tenant Delay and matters described in Section 20.14 of the Lease, or (B) consent to the relocation of the "Drainage Easement" shown on that certain Easement Plan of Land In Waltham Massachusetts dated June 16, 1997 and recorded with the Registry of Deeds as Plan No. 723 of 1997 to accommodate the Base Building Work from the four unaffiliated abutting property owners benefiting from such easement by the Landlord Work Deadline for obtaining a building permit, then, in either case, Tenant may terminate the Lease upon 30 days' prior written notice to Landlord, which notice shall be null and void and of no force and effect if the building permit has been received or such consent has been obtained, as applicable, by Landlord by the expiration of such 30 day period. If Tenant does not timely terminate this Lease pursuant to clause (A) of the immediately preceding sentence, then Landlord shall modify the plans and specifications for the Base Building Work to adjust the site grading around the perimeter of the Building and the floor elevation of both the ground floor and the first floor such that there is not greater than a 12-foot difference in height between the elevation of the first floor slab and any point in the grade along the perimeter of the Building as a Permitted Base Building Work Change, at Landlord's cost and risk with respect to delays resulting from such redesign, and diligently pursue a building permit for the Base Building Work as modified;

(ii) if the Commencement Date occurs more than 90 days after the Estimated Delivery Date as it may be extended, then, as liquidated damages Tenant shall receive an abatement of Base Rent equal to (x) one day for each day following such 90-day period through the 210th day following the Estimated Delivery Date, and (y) two days for each day thereafter until the Commencement Date occurs; and

(iii) If the Commencement Date fails to occur within ten (10) months after the Estimated Delivery Date, as it may be extended (the "Outside Completion Date"), then Tenant shall have the one-time (except as expressly described below) option to elect, by notice to Landlord and PRISA II (as defined below) given within ten (10) days after the Outside Completion Date, to (A) terminate this Lease (subject to the rights of PRISA II to cause completion within 90 days thereafter pursuant to the PRISA II Guaranty), (B) complete the Finish Work at its sole cost and expense (except as set forth below) and in compliance with Article 8 hereof, or (C) request that PRISA II complete the Landlord Work in accordance with the PRISA II Guaranty, in each case, upon thirty (30) days prior written notice to Landlord; provided, however, that if the Commencement Date occurs within such thirty (30) day period, then such election shall be of no force or effect. If Tenant makes the election set forth in (C) above, and PRISA II believes in good faith that the conditions for the Commencement Date to occur cannot be satisfied within 90 days after Tenant's notice, then within 20 days after delivery of Tenant's notice PRISA II shall have the right to so notify Tenant (a "Guarantor Fail Safe Notice") and provide Tenant with a letter setting forth a good

faith, estimated schedule to complete construction of the Landlord Work (the "Completion Estimate"). If PRISA II gives a Guarantor Fail Safe Notice, then Tenant shall have an additional right, by notice to Landlord and PRISA II given within ten (10) days after the Guarantor Fail Safe Notice is given, to elect to (I) terminate this Lease (subject to the rights of PRISA II to cause completion within 90 days thereafter pursuant to the PRISA II Guaranty), (II) complete the Finish Work at its sole cost and expense (except as set forth below) and in compliance with Article 8 hereof, or (III) require PRISA II to diligently pursue completion in accordance with the Completion Estimate. If Tenant fails to respond within such 10-day period, Tenant will be deemed to have elected clause (III). If Tenant elects to require PRISA II to pursue completion in accordance with the Completion Estimate, then the Outside Completion Date shall be extended to be the date 90 days after the completion date set forth in the Completion Estimate and Tenant shall have the options set forth in clauses (A), (B) and (C) of this paragraph if the Commencement Date has not occurred by the Outside Completion Date as extended.

Notwithstanding anything to the contrary herein, if Tenant makes the election set forth in clause (B), above, or timely exercises its subsequent option to self-help in accordance with clause (II) of the immediately preceding paragraph, then Tenant may apply any unused Finish Work Allowance and Supplemental Allowance, if applicable, towards any work undertaken pursuant to clause (B) or clause (II), as applicable, pursuant to (and subject to the provisions of) Exhibit 7.02 and shall, to the extent not reimbursed through use of the Finish Work Allowance and Supplemental Allowance, have the right to reimbursement by Landlord (on 30 days prior notice) for Tenant's reasonable third party costs and expenses to complete such Finish Work to the extent exceeding the amount of Excess Finish Work costs that Tenant would otherwise have incurred in the completion of such Landlord Work by Landlord (in addition to such costs, Tenant shall be entitled to a construction management fee payable to Tenant of four (4%) percent of the hard costs of Landlord Work performed by Tenant), and if Landlord fails timely to pay any such amount to Tenant when due, then until such past due amount is paid or recouped hereunder it shall accrue interest at the Default Rate and Tenant shall have the right to deduct any such past due amount, together with interest, from the next installment(s) of Base Rent and Supplemental Rent due under this Lease until Tenant has received full credit or otherwise has been fully reimbursed for the amount due to Tenant. Notwithstanding the foregoing, if Landlord disputes Tenant's right to abate Base Rent or Supplemental Rent, or the amount of the abatement, such dispute shall be resolved in accordance with Section 2.13 of this Exhibit 7.02 prior to any abatement of disputed amounts by Tenant (and, if such dispute is resolved in favor of Tenant, then Landlord shall pay Tenant interest on any amounts so abated at the Default Rate).

Furthermore, in consideration of Tenant's execution and delivery of this Lease and Guarantor's execution and delivery of the Guaranty, Landlord has provided Tenant with that certain guaranty from PRISA II LHC LLC ("PRISA II") in the form attached as Attachment 6 (the "PRISA II Guaranty").

(e) If, despite using good faith, diligent efforts, Landlord is unable to obtain (1) a building permit for the Base Building Work by the date that is 60 days following the applicable Landlord Work Deadline, subject to extension for Tenant Delay and matters described in Section 20.14 of the Lease, or (2) consent to the relocation of the Drainage Easement to accommodate the Base Building Work from the four unaffiliated abutting property owners benefiting from such easement by the Landlord Work Deadline for obtaining a building permit, and provided Tenant did not previously terminate the Lease pursuant to clause (d)(i) of this Section 2.07, then Landlord may terminate the Lease without liability or recourse to either party by written notice to Tenant.

2.08 Tenant Payments For Excess Finish Work. Tenant shall pay Landlord for Excess Finish Work, including amounts due pursuant to Section 2.02, above, within 30 days following delivery by Landlord of each invoice therefore (together with a copy of the general contractor's requisition to which it applies). Tenant shall pay the entire amount of each such invoice to Landlord. The price for any Finish Work shall be equal to Landlord's Direct Costs (as defined below) incurred in connection with performing the Finish Work. Landlord's Direct Costs shall mean the total cost payable by Landlord (or its general contractor) to subcontractors, materialmen, laborers, etc. (including any portions of such reasonable amounts designated subcontractor's or materialmen's profit, fee, overhead, and the like); the cost of utilities to complete the Finish Work; plus all costs of insuring the Finish Work and all costs of obtaining permits and inspections required by governmental authorities in connection with the Finish Work; plus so-called general conditions items paid to the general contractor of the type generally paid by Landlord on the contract for the Base Building Work or such scope as is otherwise reasonably approved by Tenant within six (6) business days after request for approval thereof, a general contractor's fee of 3.25% payable to the general contractor, and a reasonable general contractor's contingency. The Landlord's contract with the general contractor shall provide for a guaranteed maximum price. Tenant shall have no right to object to the cost of any item of Landlord's Direct Costs (other than objections based on the inclusion of costs, or the amounts of such included costs, in violation of the terms of Landlord's contract with the general contractor) after the time that Tenant has authorized Landlord to proceed with the applicable Finish Work or been deemed to authorize Landlord to proceed pursuant to the terms of this Exhibit 7.02. Landlord's invoices on account of Excess Finish Work may include any materials and equipment purchased to be part of Finish Work and stored on the Property or some other location approved by Landlord and all deposits made on the purchase of such materials and equipment, provided that any invoice for elements of work stored at a location other than the Property shall contain copies of third party invoices therefor and evidence that such property is covered by Landlord's or the general contractor's insurance and that Tenant shall have the right to inspect any elements of work stored at location other than the Property upon Tenant's written request. Within ninety (90) days of the completion of all items of Finish Work listed on the Final Punchlist, Landlord shall provide Tenant with a final invoice prepared by Landlord for all Excess Finish Work (the "Finish Work Reconciliation Statement"). Such statement shall be conclusive between the parties unless the statement is incorrect and is disputed by Tenant by notice to Landlord given within ten (10) days of Landlord's delivery of the statement to Tenant. Upon issuance thereof, there shall be adjustments between Landlord and Tenant to the end that Landlord shall have received the exact amount due to Landlord hereunder on account of Excess Finish Work. Any overpayment by Tenant shall be credited against the next payments of Base Rent due hereunder or, if the Lease has terminated for reason other than a default

by Tenant, shall be paid by Landlord to Tenant. Any underpayment by Tenant shall be due and payable within 30 days after Landlord's invoice.

All payments required to be made by Tenant under this Finish Work Letter, whether to Landlord or to third parties, shall be deemed "Additional Rent" for purposes of the Lease.

2.09 Authorized Representatives. Sam Theodoss (857-829-2884, email: Sam.Theodoss@alkermes.com) is Tenant's Authorized Representative, and shall have full power and authority to act on behalf of Tenant on any matters relating to Finish Work. Tenant may name a replacement Authorized Representative from time to time by written notice to Landlord making reference to this Exhibit 7.02. Paul Marcus (617-556-5210, email: pmarcus@marcuspartners.com) and Peter Cameron (617-556-5200, email: pcameron@marcuspartners.com) are Landlord's Authorized Representatives and either of them shall have full power and authority to act on behalf of Landlord on any matters relating to Landlord Work. Tenant shall provide a copy of any notice or submission to one of such Authorized Representatives to the other, or to such other person as Landlord may identify from time to time, but failure to do so shall not render any notice or submission to one of the Authorized Representatives ineffective or delay the start of any time periods triggered by such notice or submission. Landlord may name replacement Landlord's Authorized Representatives from time to time by written notice to Tenant making reference to this Exhibit 7.02.

For purposes of this Lease, the parties acknowledge and agree that communications and deliveries between the Tenant and Landlord Authorized Representatives of plans, comments to and approvals of plans, and requests for information under this Work Letter may be made by e-mail to the e-mail addresses set forth above (or otherwise provided by prior written notice making reference to this Exhibit 7.02) or another electronic protocol agreed upon by the parties (such as a secure FTP site) and any such communications and deliveries shall be treated as having been delivered in the manner required pursuant to Section 18.01 of the Lease upon receipt.

2.10 Entry Prior to Commencement. Prior to the Commencement Date, Tenant may, at Tenant's sole risk and expense, enter the Premises for the purpose of inspecting the Finish Work and may enter portions of the Premises reasonably necessary for the FF&E Work, in each case in accordance with the approved schedule for the FF&E Work referenced in Section 2.12, below.

As a condition to Tenant's entry into the Premises prior to the Commencement Date, Tenant shall comply with and perform, and shall cause its employees, agents, contractors, subcontractors, material suppliers and laborers to comply with and perform, all of Tenant's insurance and indemnity obligations and other obligations governing the conduct of Tenant at the Property under this Lease.

Any independent contractor of Tenant (or any employee or agent of Tenant) performing any work or inspections in the Premises prior to the Commencement Date shall be subject to all of the terms, conditions and requirements contained herein (including without limitation the provisions of Article 4) and, prior to such entry, Tenant shall provide Landlord with evidence of the insurance coverages required pursuant to Article 4. Tenant and any Tenant contractor performing any work or inspections in the Premises prior to the Commencement Date shall use reasonable efforts not to interfere in any way with construction of, and shall not damage the Landlord Work or the common

areas or other parts of the Building. Neither Tenant, nor any Tenant contractor performing any work or inspections in the Premises prior to the last Commencement Date to occur shall cause any labor disharmony, and Tenant shall be responsible for all costs required to produce labor harmony in connection with an entry under this Section 2.10 (provided, however, that Tenant shall not in any event be required to use union labor for trades other than for carpentry and laborers). Without limiting the generality of the foregoing, to the extent that the commencement or performance of Landlord Work is delayed on account in whole or in part of any act, omission, neglect, or default by Tenant or any Tenant contractor, then such delay shall constitute a Tenant Delay as provided in Section 2.11 of this Exhibit 7.02.

Any requirements of any Tenant contractor performing any work or inspections in the Premises prior to the Commencement Date for the applicable Portion for services from Landlord or Landlord's contractor, such as hoisting, electrical or mechanical needs, shall be paid for by Tenant and arranged between such Tenant contractor and Landlord or Landlord's contractor based on the actual, reasonable cost thereof determined on a time and materials basis. Should the work of any Tenant contractor performing any work or inspections in the Premises prior to the Commencement Date for the applicable Portion depend on the installed field conditions of any item of Landlord Work, such Tenant contractor shall ascertain such field conditions after installation of such item of Landlord Work. Neither Landlord nor Landlord's contractor shall ever be required or obliged to alter the method, time or manner for performing Landlord Work or work elsewhere in the Building, on account of the work of any such Tenant contractor. Tenant shall cause each Tenant contractor performing work on the Premises prior to the Commencement Date for the applicable Portion to clean up regularly and remove its debris from the Premises and Building. The FF&E Work shall be performed in accordance with the provisions of Article 8 of the Lease.

2.11 Delays.

A delay in the commencement or performance of Landlord Work as a result of any of the following is referred to herein as a "Tenant Delay":

(i) Any Agreed Tenant Delays;

(ii) any Finish Work Change Order requested by Tenant;

(iii) the failure of the design Finish Work to comply with applicable laws, codes and ordinances (provided that any Tenant Delay pursuant to this clause (ii) shall not be deemed to accrue unless and until Landlord delivers notice of such event with a statement, in bold and prominent print and referencing this Section 2.11, that a Tenant Delay has occurred and describing the event giving rise to such Tenant Delay);

(iv) the failure of Tenant to make any submission or to respond to any submission to Tenant from Landlord (including without limitation the submissions described on Attachment 4) on or before the deadline for such submission or response as set forth in the Lease or this Exhibit;

(v) any other act or failure to act (where action by Tenant is required under the Lease) that results in a delay to the completion of Landlord Work (provided that any Tenant Delay pursuant to this clause (iv) shall not be deemed to accrue unless and until Landlord delivers notice of such event with a statement, in bold and prominent print and referencing this Section 2.11, that a Tenant Delay has occurred and describing the event giving rise to such Tenant Delay); or

(vi) the inability of Landlord to obtain Occupancy Documentation for the Premises or Building by reason of the failure of the plans and specifications for Finish Work to comply with applicable code; or

(vii) failure by Tenant to complete any element of Tenant's FF&E Work that is not the responsibility of Landlord under the Lease and is necessary for Landlord to obtain Occupancy Documentation for the Premises and Building (provided that Landlord has then completed all Base Building Work necessary for obtaining such Occupancy Documentation and has provided Tenant with access to complete the FF&E Work in accordance with the schedule referenced in Section 2.12) except to the extent that such failure results from matters described in Section 20.14 (it being agreed that the time for Landlord performance of the Landlord Work shall be similarly extended on a day for day basis for each day that Tenant's obligation to complete Tenant's FF&E Work is extended on account of events described in Section 20.14).

Tenant shall reimburse Landlord, as Additional Rent, for any increase in the actual out-of-pocket costs of the Landlord Work or other work being constructed by Landlord in the Building, resulting from a Tenant Delay within 30 days after billing and such reimbursement, together with the acceleration of the date that the Landlord Work is deemed to be Substantially Complete as described below and the extension of Landlord's time to perform the Landlord Work as set forth in the Lease, shall be Landlord's sole remedies at law or in equity for Tenant Delay (except as expressly provided in the second paragraph of Section 2.01, above).

A delay in the completion of any Construction Documents, or any Tenant plans subject to a delivery date pursuant to Section 2.01 of this Exhibit 7.02, or a delay in the completion of the FF&E Work, as a result of any of the following is referred to herein as a "Landlord Delay":

(i) a failure of Landlord to respond to Tenant's proper request for approval of the Construction Documents or Tenant plans or specifications subject to the Tenant Deadlines within the time periods set forth herein;

(ii) any other act or omission of Landlord, any Landlord contractor, or any of their officers, employers, agents, or contractors (provided that any Landlord Delay pursuant to this clause (ii) shall not be deemed to accrue unless and until Tenant delivers notice of such event with a statement, in bold and prominent print and referencing this Section 2.11, that a Landlord Delay has occurred and describing the event giving rise to such Landlord Delay).

For each day of Landlord Delay, the Tenant's obligation to deliver the Construction Documents (or other applicable Tenant deliveries or other obligations pursuant to Attachment 4) shall be deemed to be extended by one day.

In calculating the length of Delays (as defined below), Delays shall be determined on a net basis, i.e. taking into account the effect of other Delays. Any Landlord Delay or Tenant Delay of less than a full day shall be deemed to be equal to a delay of one full day. The date that the Landlord Work is deemed to be Substantially Complete for the purpose of determining the applicable Delivery Date shall be deemed to occur one day earlier for each day of Tenant Delay, taking into account any periods of Landlord Delay. In connection therewith, Landlord and Tenant have agreed to determine the length of any Tenant Delay and Landlord Delay (together, "Delays") as follows:

(i) any delays pursuant to clause "(iii)" in the definition of Tenant Delay or clause "(i)" in the definition of Landlord Delay shall be equal to one day for each day that the applicable Delay continues beyond the applicable time period required for response under this Lease, (ii) in the event of any agreed Tenant Delay or agreed Landlord Delay referenced in this Lease, the length of such delay shall be as agreed upon in writing by the parties at the time such delay arises, and (iii) with respect to any other Delay, the party claiming such Delay shall notify the other in writing of the claimed estimated length of such Delay within ten (10) business days after its occurrence and the party to whom such claim is made may elect by written notice delivered to the other within ten (10) business days thereafter to dispute the claimed estimated Delay in accordance with Section 2.13. Unless such estimate is disputed by written notice delivered within such ten (10) business day period, the length of such Delay shall be no less the claimed estimated Delay.

2.12 Coordination of Finish Work and Base Building Work. Each party shall use reasonable efforts to cause its contractors and/or consultants to cooperate so as to complete the Finish Work, the FF&E Work, and the Base Building Work in an expeditious manner. The parties acknowledge and agree that it is the intent to prosecute such work in a manner to permit Tenant's occupancy of the Premises on the Estimated Delivery Date. As of the date hereof, Landlord has delivered a draft schedule for the performance of Landlord Work in coordination with the FF&E Work so that each of Landlord and Tenant can expeditiously prosecute its respective work to completion in a timely fashion, consistent with the Landlord's construction schedule and the Landlord Work Deadlines. The parties shall promptly thereafter commence and diligently pursue a negotiated final schedule. The parties shall complete such final schedule no later than the date that is 30 days following the date of this Lease (which final schedule shall be incorporated into the Construction Schedule and updated from time to time by agreement of the parties). If the parties are unable to agree on such schedule within such 30 day period, then either party may submit such dispute for resolution pursuant to Section 2.13, below.

2.13. Arbitration. All disputes between the parties regarding Tenant Delays, Landlord Delays, and other matters expressly referencing this Section 2.13 shall be resolved in accordance with this Section 2.13. Any arbitration decision under this Section 2.13 shall be enforceable in accordance with applicable law in any court of proper jurisdiction.

(a) Any arbitration conducted pursuant to this Section 2.13 shall be conducted in as expeditious manner as possible to avoid delays in the construction of Landlord Work.

(b) All disputes to be resolved pursuant to this Section 2.13 shall be resolved by John Myers of Redgate (the "Designated Arbitrator") or, if the Designated Arbitrator is unavailable, then within ten (10) days after either party requests arbitration by notice to the other, Landlord and Tenant shall seek to agree to a single arbitrator who is an independent third party real estate professional with at least twenty (20) years of experience in construction disputes involving multi-tenant, first-class, office, laboratory and research and development developments that has not worked for either party for the prior five (5) years (a "Qualified Construction Arbitrator") and, if they are unable to agree, then a Qualified Construction Arbitrator shall, upon request by either party, be appointed by the then President of the Greater Boston Real Estate Board or successor organization.

(c) The arbitrator shall decide the dispute by written decision. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the AAA (or any successor organization) on an expedited basis and shall be concluded, with a decision issued, no later than 10 days after the date that such dispute is submitted for arbitration. The decision of the arbitrator shall be final and binding on the parties. The parties shall comply with any orders of the arbitrator establishing deadlines for any such proceeding. The fee of the arbitrator shall be paid equally by the parties. Each party shall pay all other costs incurred by it in connection with the arbitration.

ATTACHMENT 1 – BASE BUILDING WORK

The 900 Winter Street base building shall be built in accordance with the plans and specifications titled Proposed 900 & 906 Winter Street, Waltham, MA Construction Documents and Specifications, by Elkus Manfredi Architects dated 11/01/2017 as updated and modified thru Addendum 1 dated 11/29/2017 and Addendum 2 dated 12/15/2017. All drawings included within said plans are listed along with their relevant revision date on the attachment herein titled Building Plans List along with the table of contents for the specifications titled Building Specs TOC. It being acknowledged that said drawings already incorporate the requested Base Building Work Modification #2 as shown on Attachment 2 to this Work Letter and thus, the design of the base building may be modified as per the remedies stated within Attachment 2.

The parking garage associated with the 900 Winter Street Building, herein identified as 906 Winter Street, shall be built in accordance with the plans and specifications similarly titled Proposed 900 and 906 Winter Street, Waltham, MA Construction Documents and Specifications, by Elkus Manfredi Architects dated 11/01/2017 whose table of contents are attached herein as Garage Plans TOC and Garage Specs TOC. It being acknowledged that said garage design may be modified pursuant to Base Building Work Modification #1 as described on Attachment 2 to be consistent with the architectural design shown on plans titled Proposed 900 & 906 Winter Street, Waltham, MA Construction Documents , by Elkus Manfredi Architects dated 11/01/2017 as updated and captioned as Progress Set 1/15/18 whose table of contents are attached herein as Modified Garage TOC.

BUILDING PLANS LIST

SHEET NUMBER	SHEET NAME	DATE
A000	COVER SHEET	11/1/2017
A001	DRAWING LIST	12/15/2017
GT-1.0	PERIMETER FOUNDATION DRAIN PLAN AND DETAILS	11/1/2017
GT-1.1	NORTH BUILDING SUBSLAB DRAIN PLAN	11/1/2017
GT-1.2	GARAGE SUBSLAB DRAIN PLAN	11/1/2017
C-1	PROPOSED PLOT PLAN	11/29/2017
C-2	EXISTING CONDITIONS PLAN	11/29/2017
C-3	SITE DEMOLITION/PREPARATION PLAN	11/29/2017
C-4	SITE LAYOUT AND MATERIALS PLAN	12/15/2017
C-5	SITE GRADING PLAN	12/15/2017
C-6	SITE UTILITY PLAN	12/15/2017
C-7	SITE LANDSCAPING PLAN	12/15/2017
C-8	NOTES AND ZONING DATA	12/15/2017
C-9	SITE CONSTRUCTION DETAILS	11/29/2017
C-10	SITE CONSTRUCTION DETAILS	11/29/2017
C-11	SITE CONSTRUCTION DETAILS	11/29/2017
C-12	SITE CONSTRUCTION DETAILS	11/29/2017
L101	LAYOUT AND MATERIALS PLAN	12/15/2017
L102	LAYOUT AND MATERIALS PLAN	11/29/2017
L201	GRADING PLAN	12/15/2017
L202	GRADING PLAN	11/29/2017
L301	PLANTING PLAN	12/15/2017
L302	PLANTING PLAN	11/29/2017
L401	SITE DETAILS	12/15/2017
A010	VICINITY PLAN	11/29/2017
A011	SITE PLAN	11/29/2017
A020	SYMBOLS, ABBREVIATIONS, AND GENERAL NOTES	11/29/2017
A025	PARTITION TYPES	12/15/2017
A030	CODE SUMMARY	11/29/2017
A031	BASEMENT AND FIRST LEVEL LIFE SAFETY PLAN	12/15/2017
A032	SECOND AND THIRD LEVEL LIFE SAFETY PLAN	11/29/2017
A033	ROOF LEVEL LIFE SAFETY PLAN	12/15/2017
A050	FIRE RATED ASSEMBLIES BOD DETAILS AND GENERAL NOTES	11/29/2017
A100	BASEMENT AND FIRST LEVEL FLOOR PLAN	12/15/2017
A101	SECOND AND THIRD LEVEL FLOOR PLAN	12/15/2017
A102	ROOF PLAN	12/15/2017
A110	ENLARGED GARAGE RCP	12/15/2017
A111	ENLARGED BASEMENT LOBBY PLAN AND RCP	12/15/2017
A112	ENLARGED FIRST FLOOR LOBBY PLAN AND RCP	12/15/2017
A113	ENLARGED FIRST FLOOR AMENITIES PLAN AND RCP	12/15/2017
A114	ENLARGED RESTROOM PLANS	12/15/2017
A115	ENLARGED LOADING DOCK	12/15/2017
A116	ENLARGED TERRACE PLAN AND RCP	12/15/2017
A117	MISC RCPs	12/15/2017

BUILDING PLANS LIST

A130	BASEMENT AND FIRST LEVEL EDGE OF SLAB PLAN	11/29/2017
A131	SECOND AND THIRD LEVEL EDGE OF SLAB PLAN	11/29/2017
A132	ROOF LEVEL EDGE OF SLAB PLAN	12/15/2017
A201	ELEVATIONS	12/15/2017
A202	ELEVATIONS	12/15/2017
A211	FOUNDATION ELEVATION DIAGRAM	11/29/2017
A212	FOUNDATION ELEVATION DIAGRAM	11/29/2017
A213	FOUNDATION ELEVATION DIAGRAM	11/29/2017
A214	FOUNDATION ELEVATION DIAGRAM	11/29/2017
A300	BUILDING SECTIONS	11/29/2017
A301	BUILDING SECTIONS	11/29/2017
A310	SECTION ELEVATIONS	11/29/2017
A320	WALL SECTIONS AND ENLARGED ELEVATIONS	11/29/2017
A321	WALL SECTIONS AND ENLARGED ELEVATIONS	11/29/2017
A322	WALL SECTIONS AND ENLARGED ELEVATIONS	12/15/2017
A323	WALL SECTIONS AND ENLARGED ELEVATIONS	11/29/2017
A324	WALL SECTIONS AND ENLARGED ELEVATIONS	12/15/2017
A325	WALL SECTIONS AND ENLARGED ELEVATIONS	11/29/2017
A326	WALL SECTIONS AND ENLARGED ELEVATIONS	11/29/2017
A327	WALL SECTIONS AND ENLARGED ELEVATIONS	11/29/2017
A328	WALL SECTIONS AND ENLARGED ELEVATIONS	11/29/2017
A329	WALL SECTIONS AND ENLARGED ELEVATIONS	11/29/2017
A401	SECTION DETAILS	12/15/2017
A402	SECTION DETAILS	12/15/2017
A403	FOUNDATION DETAILS	11/29/2017
A403A	FOUNDATION DETAILS	12/15/2017
A404	SECTION DETAILS	12/15/2017
A405	SECTION DETAILS	12/15/2017
A406	SECTION DETAILS	12/15/2017
A407	SECTION DETAILS	11/29/2017
A410	PLAN DETAILS	12/15/2017
A411	PLAN DETAILS	12/15/2017
A412	PLAN DETAILS	12/15/2017
A413	PLAN DETAILS	11/29/2017
A420	TYPICAL DETAILS	11/29/2017
A430	TYPICAL ROOF DETAILS	12/15/2017
A431	ROOF DETAILS	11/29/2017
A500	TYPICAL STAIR DETAILS	11/29/2017
A501	STAIR 01 - PLANS AND SECTIONS	11/29/2017
A502	STAIR 02 / ELEVATORS - PLANS AND SECTIONS	12/15/2017
A502A	STAIR 02 / ELEVATORS - PLANS	11/29/2017
A503	STAIR 03 - PLANS AND SECTIONS	11/29/2017
A504	STAIR 04 - PLANS AND SECTIONS	12/15/2017
A510	FREIGHT ELEVATOR PLANS AND SECTIONS	11/29/2017
A540	EDGE OF SLAB DETAILS	11/29/2017
A600	MOUNTING HEIGHT SHEET	11/29/2017
A601	INTERIOR ELEVATIONS LOBBY	12/15/2017
A602	INTERIOR ELEVATIONS CORRIDOR	11/29/2017
A603	INTERIOR ELEVATIONS FITNESS LOCKER	11/29/2017
A604	INTERIOR ELEVATIONS CAFE	12/15/2017

BUILDING PLANS LIST

A620	INTERIOR DETAILS	11/29/2017
A630	CASEWORK DETAILS	11/29/2017
A700	DOOR SCHEDULE	12/15/2017
A711	CURTAINWALL TYPES - SOUTHEAST BAY	11/29/2017
A712	CURTAINWALL TYPES - SOUTHEAST BAY	11/29/2017
A713	CURTAINWALL TYPES - EAST ENTRY	11/29/2017
A714	CURTAINWALL TYPES - NORTHEAST BAY	11/29/2017
A715	CURTAINWALL TYPES - WEST ENTRY	11/29/2017
A716	CURTAINWALL TYPES - WEST FACADE	11/29/2017
A717	STOREFRONT WALL TYPES	11/29/2017
A718	STOREFRONT WALL TYPES AND LOUVER	11/29/2017
S001	GENERAL NOTES I	11/29/2017
S002	GENERAL NOTES II	11/29/2017
S100N	BASEMENT FOUNDATION PLAN - NORTH WING	11/29/2017
S100S	BASEMENT FOUNDATION PLAN - SOUTH WING	11/29/2017
S111N	FIRST FLOOR FRAMING PLAN - NORTH WING	11/29/2017
S111S	FIRST FLOOR FOUNDATION PLAN - SOUTH WING	11/29/2017
S112N	SECOND FLOOR FRAMING PLAN - NORTH WING	11/29/2017
S112S	SECOND FLOOR FRAMING PLAN - SOUTH WING	11/29/2017
S113N	THIRD FLOOR FRAMING PLAN - NORTH WING	11/29/2017
S113S	THIRD FLOOR FRAMING PLAN - SOUTH WING	11/29/2017
S114N	ROOF FRAMING PLAN - NORTH WING	11/29/2017
S114S	ROOF FRAMING PLAN - SOUTH WING	11/29/2017
S201	COLUMN SCHEDULE	11/29/2017
S301	LATERAL FRAME ELEVATIONS - NORTH WING	11/29/2017
S302	LATERAL FRAME ELEVATIONS - SOUTH WING	11/29/2017
S305	FOUNDATION ELEVATIONS	11/1/2017
S306	FOUNDATION ELEVATIONS	11/1/2017
S401	TYPICAL CONCRETE DETAILS 1	11/1/2017
S402	TYPICAL CONCRETE DETAILS 2	11/29/2017
S403	TYPICAL CONCRETE DETAILS 3	11/1/2017
S501	TYPICAL STEEL DETAILS 1	11/1/2017
S502	TYPICAL STEEL DETAILS 2	11/29/2017
S503	TYPICAL STEEL DETAILS 3	11/1/2017
S504	TYPICAL STEEL DETAILS 4	11/29/2017
S505	TYPICAL STEEL DETAILS 5	11/29/2017
S601	SECTIONS AND DETAILS 1	11/29/2017
S602	SECTIONS AND DETAILS 2	11/29/2017
S603	SECTIONS AND DETAILS 3	11/29/2017
S604	SECTIONS & DETAILS IV	11/29/2017
H001	HVAC LEGEND AND GENERAL NOTES	11/1/2017
H002	HVAC SCHEDULES	12/15/2017
H003	HVAC DETAILS (SHEET 1 0F 3)	11/1/2017
H004	HVAC DETAILS (SHEET 2 0F 3)	11/1/2017
H005	HVAC DETAILS (SHEET 3 0F 3)	11/29/2017
H210N	HVAC BASEMENT FLOOR PLAN NORTH WING	11/29/2017
H211DS	HVAC FIRST FLOOR DUCTWORK PLAN SOUTH WING	12/15/2017
H211N	HVAC FIRST FLOOR PLAN NORTH WING	11/29/2017

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H211PS	HVAC FIRST FLOOR PIPING PLAN SOUTH WING	12/15/2017
H212N	HVAC SECOND FLOOR PLAN NORTH WING	11/29/2017
H212S	HVAC SECOND FLOOR PLAN SOUTH WING	11/29/2017
H213N	HVAC THIRD FLOOR PLAN NORTH WING	11/29/2017
H213S	HVAC THIRD FLOOR PLAN SOUTH WING	11/29/2017
H214N	HVAC ROOF FLOOR PLAN NORTH WING	11/1/2017
H214S	HVAC ROOF FLOOR PLAN SOUTH WING	11/29/2017
E001	ELECTRICAL LEGEND AND NOTES	11/29/2017
E002	ELECTRICAL RISER DIAGRAM AND SCHEDULES	11/29/2017
E003	ELECTRICAL SCHEDULES	11/29/2017
E004	ELECTRICAL DETAILS	12/15/2017
E005	ELECTRICAL DETAILS	12/15/2017
E110N	ELECTRICAL LIGHTING BASEMENT FLOOR PLAN NORTH WING	12/15/2017
E111N	ELECTRICAL LIGHTING FIRST FLOOR PLAN NORTH WING	12/15/2017
E111S	ELECTRICAL LIGHTING FIRST FLOOR PLAN SOUTH WING	12/15/2017
E112N	ELECTRICAL LIGHTING SECOND FLOOR PLAN NORTH WING	12/15/2017
E112S	ELECTRICAL LIGHTING SECOND FLOOR PLAN SOUTH WING	12/15/2017
E113N	ELECTRICAL LIGHTING THIRD FLOOR PLAN NORTH WING	12/15/2017
E113S	ELECTRICAL LIGHTING THIRD FLOOR PLAN SOUTH WING	11/29/2017
E114N	ELECTRICAL LIGHTING FOURTH FLOOR PLAN NORTH WING	12/15/2017
E114S	ELECTRICAL LIGHTING ROOF PLAN SOUTH WING	12/15/2017
E210N	ELECTRICAL POWER BASEMENT FLOOR PLAN NORTH WING	12/15/2017
E211N	ELECTRICAL POWER FIRST FLOOR PLAN NORTH WING	11/29/2017
E211S	ELECTRICAL POWER FIRST FLOOR PLAN SOUTH WING	12/15/2017
E212N	ELECTRICAL POWER SECOND FLOOR PLAN NORTH WING	11/29/2017
E212S	ELECTRICAL POWER SECOND FLOOR PLAN SOUTH WING	11/29/2017
E213N	ELECTRICAL POWER THIRD FLOOR PLAN NORTH WING	12/15/2017
E213S	ELECTRICAL POWER THIRD FLOOR PLAN SOUTH WING	12/15/2017
E214N	ELECTRICAL POWER ROOF PLAN NORTH WING	12/15/2017
E214S	ELECTRICAL POWER ROOF PLAN SOUTH WING	12/15/2017
E311S	ENLARGED ELECTRICAL KITCHEN POWER PLAN & SCHEDULE SOUTH WING	12/15/2017
E312	ELECTRICAL KITCHEN DETAILS	12/15/2017
ES100	ELECTRICAL SITE LIGHTING PLAN	12/15/2017
ES200	ELECTRICAL SITE POWER PLAN	12/15/2017
ES300	ELECTRICAL SITE DETAILS 1	11/29/2017
ES301	ELECTRICAL SITE DETAILS 2	11/29/2017
P001	PLUMBING LEGEND AND DIAGRAMS	11/29/2017
P002	PLUMBING RISER DIAGRAMS	11/29/2017
P003	PLUMBING ENLARGED KITCHEN PLAN (BELOW GROUND)	11/29/2017
P004	PLUMBING ENLARGED KITCHEN PLAN (ABOVE GROUND)	12/15/2017
P110N	PLUMBING BASEMENT FLOOR PLAN NORTH WING	11/29/2017
P110S	PLUMBING BASEMENT FLOOR PLAN SOUTH WING	11/29/2017
P111N	PLUMBING FIRST FLOOR PLAN NORTH WING	12/15/2017
P111S	PLUMBING FIRST FLOOR PLAN SOUTH WING	12/15/2017
P112N	PLUMBING SECOND FLOOR PLAN NORTH WING	11/29/2017
P112S	PLUMBING SECOND FLOOR PLAN SOUTH WING	11/29/2017
P113N	PLUMBING THIRD FLOOR PLAN NORTH WING	11/29/2017
P113S	PLUMBING THIRD FLOOR PLAN SOUTH WING	11/29/2017

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P114N	PLUMBING FOURTH FLOOR PLAN NORTH WING	11/29/2017
P114S	PLUMBING FOURTH FLOOR PLAN SOUTH WING	11/29/2017
FP001	FIRE PROTECTION LEGEND, DETAILS AND NOTES	11/29/2017
FP002	FIRE PROTECTION RISER DIAGRAM OFFICE	11/29/2017
FP110N	FIRE PROTECTION BASEMENT FLOOR PLAN NORTH WING	12/15/2017
FP111N	FIRE PROTECTION FIRST FLOOR PLAN NORTH WING	12/15/2017
FP111S	FIRE PROTECTION FIRST FLOOR PLAN SOUTH WING	12/15/2017
FP112N	FIRE PROTECTION SECOND FLOOR PLAN NORTH WING	11/29/2017
FP112S	FIRE PROTECTION SECOND FLOOR PLAN SOUTH WING	11/29/2017
FP113N	FIRE PROTECTION THIRD FLOOR PLAN NORTH WING	11/29/2017
FP113S	FIRE PROTECTION THIRD FLOOR PLAN SOUTH WING	11/29/2017
FP114N	FIRE PROTECTION ROOF PLAN NORTH WING	11/29/2017
FP114S	FIRE PROTECTION ROOF PLAN NORTH WING	11/29/2017
FA001	ALARM LEGEND, DETAILS AND NOTES	11/29/2017
FA110N	FIRE ALARM BASEMENT FLOOR PLAN NORTH WING	11/29/2017
FA111N	FIRE ALARM FIRST FLOOR PLAN NORTH WING	11/29/2017
FA111S	FIRE ALARM FIRST FLOOR PLAN SOUTH WING	11/29/2017
FA112N	FIRE ALARM SECOND FLOOR PLAN NORTH WING	11/29/2017
FA112S	FIRE ALARM SECOND FLOOR PLAN SOUTH WING	11/29/2017
FA113N	FIRE ALARM THIRD FLOOR PLAN NORTH WING	11/29/2017
FA113S	FIRE ALARM THIRD FLOOR PLAN SOUTH WING	11/29/2017
FA114N	FIRE ALARM FOURTH ROOF PLAN NORTH WING	11/29/2017
K1.1	FOODSERVICE UTILITY SCHEDULE	11/1/2017
K1.2	FOODSERVICE UTILITY SCHEDULE	11/1/2017
K2.1	FOODSERVICE EQUIPMENT LAYOUT & BUILDING CONDITIONS PLAN	11/1/2017
K2.2	FOODSERVICE PLUMBING & ELECTRICAL PLAN	11/1/2017
K3.1	FOODSERVICE FABRICATION DRAWINGS	11/1/2017
K3.2	FOODSERVICE FABRICATION DRAWINGS	11/1/2017
K4.1	FOODESERVICE MILLWORK DRAWINGS	11/1/2017
K4.2	FOODESERVICE MILLWORK DRAWINGS	11/1/2017
K4.3	FOODESERVICE MILLWORK DRAWINGS	11/1/2017
K4.4	FOODESERVICE MILLWORK DRAWINGS	11/1/2017
K4.5	FOODESERVICE MILLWORK DRAWINGS	11/1/2017
K4.6	FOODESERVICE MILLWORK DRAWINGS	11/1/2017
K5.1	FOODSERVICE FABRICATION DETAILS	11/1/2017
K5.2	FOODSERVICE FABRICATION DETAILS	11/1/2017

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GARAGE DRAWING LIST: PERMIT SET 11/01/17

SHEET NUMBER	SHEET NAME	SD - 04/16/2014	PERMIT - 07/1/14	CD - 08/29/14	PERMIT 11/01/17
A000G	COVER	x	x	x	x
A001G	SHEET LIST AND GENERAL NOTES		X	x	x
A003G	CODE SUMMARY		X	x	x
A101G	BASEMENT AND LEVEL 1 PLAN	x	x	x	x
A102G	LEVEL 2 AND 3 PLAN	x	x	x	x
A103G	ROOF PLAN	x	x	x	x
A110G	ENLARGED LOBBY PLANS AND RCPS		x	x	x
A111G	ENLARGED PLANS			x	x
A201G	EXTERIOR ELEVATIONS	x	x	x	x
A300G	BUILDING SECTIONS	x	x	x	x
A321G	WALL SECTIONS AND ENLARGED ELEVATIONS		x	x	x
A322G	WALL SECTIONS AND ENLARGED ELEVATIONS		x	x	x
A410G	STAIR DETAILS			x	x
A420G	TYPICAL DETAILS			x	x
A501G	STAIR A AND ELEVATOR SECTIONS		x	x	x
A502G	STAIR B SECTIONS AND STAIR DETAILS		x	x	x
A600G	INTERIOR ELEVATIONS AND DETAILS		x	x	x
A700G	DOOR AND FINISH SCHEDULE AND DETAILS			x	x
VT-102G	ELEVATOR PLAN AND SECTION		x	x	x
S001G	GENERAL NOTES	x	x	x	x
S101G	LEVEL P1 / FOUNDATION PLAN	x	x	x	x
S301G	SHEAR WALL ELEVATIONS	x	x	x	x
S601G	SECTIONS AND DETAILS I	x	x	x	x
H001G	HVAC GARAGE LEGEND, SCHEDULES AND GENERAL NOTES		x	x	x
H002G	HVAC GARAGE DETAILS		x	x	x
H003G	HVAC GARAGE SPECIFICATION		x	x	x
H101G	HVAC GARAGE PART PLANS		x	x	x
E001G	ELECTRICAL LEGEND AND NOTES		x	x	x
E002G	ELECTRICAL RISER DIAGRAM AND SCHEDULES		x	x	x
E100G	ELECTRICAL LIGHTING AND POWER LEVEL BASEMENT		x	x	x
E101G	ELECTRICAL LIGHTING AND POWER LEVEL P1		x	x	x
E102G	ELECTRICAL LIGHTING AND POWER LEVEL P2		x	x	x
E103G	ELECTRICAL LIGHTING AND POWER LEVEL P3		x	x	x
E104G	ELECTRICAL LIGHTING AND POWER LEVEL P4		x	x	x
P001G	PLUMBING LEGEND AND DIAGRAMS		x	x	x
P101G	PLUMBING BASEMENT		x	x	x
P102G	PLUMBING LEVEL P1		x	x	x
P103G	PLUMBING LEVEL P2		x	x	x
P104G	PLUMBING LEVEL P3		x	x	x

Garage Plans TOC

P105G	PLUMBING LEVEL ROOF	x	x	x
FP001G	FIRE PROTECTION LEGEND, DETAILS AND NOTES	x	x	x
FP002G	FIRE PROTECTION RISER DIAGRAM GARAGE	x	x	x
FP101G	FIRE PROTECTION BASEMENT	x	x	x
FP102G	FIRE PROTECTION LEVEL P1	x	x	x
FP103G	FIRE PROTECTION LEVEL P2	x	x	x
FP104G	FIRE PROTECTION LEVEL P3	x	x	x
FP105G	FIRE PROTECTION ROOF	x	x	x
FA001G	FIRE ALARM LEGEN, DETAILS AND NOTES	x	x	x
FA101G	FIRE ALARM BASEMENT	x	x	x
FA102G	FIRE ALARM LEVEL P1	x	x	x
FA103G	FIRE ALARM LEVEL P2	x	x	x
FA104G	FIRE ALARM LEVEL P3	x	x	x
FA105G	FIRE ALARM ROOF	x	x	x

GARAGE SPECS TOC

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Modified Garage TOC

GARAGE DRAWING LIST: PROGRESSSET 1/15/18

SHEET NUMBER	SHEET NAME	PROGRESS 1/15/18
A000G	COVER	x
A001G	SHEET LIST AND GENERAL NOTES	x
A003G	CODE SUMMARY	x
A101G	BASEMENT LEVEL GARAGE FLOOR PLAN	x
A102G	P1 LEVEL GARAGE FLOOR PLAN	x
A103G	P2 LEVEL GARAGE FLOOR PLAN	x
A104G	P3 / ROOF PLAN	x
A110G	ENLARGED LOBBY PLANS AND RCPS	x
A111G	ENLARGED PLANS	x
A201G	EXTERIOR ELEVATIONS	x
A300G	BUILDING SECTIONS	x
A321G	WALL SECTIONS AND ENLARGED ELEVATIONS	x
A322G	WALL SECTIONS AND ENLARGED ELEVATIONS	x
A410G	STAIR DETAILS	x
A420G	TYPICAL DETAILS	x
A501G	STAIR A AND ELEVATOR SECTIONS	x
A502G	STAIR B SECTIONS AND STAIR DETAILS	x

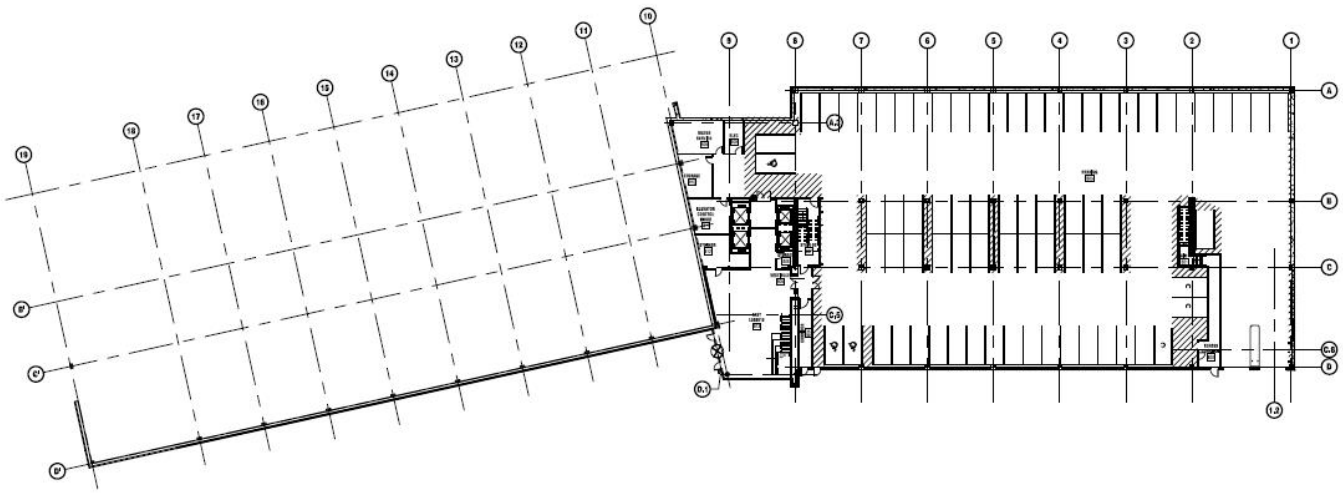
Exhibit 7.02 Attachment 2 - Base Building Work Modifications*

	Base Building Work Modification	Remedy for failure to obtain approval
1**	Build a maximum of a four level, 3 bay parking structure instead of the planned five level, 2 bay structure. The parking garage in all events will contain at least 509 spaces to accommodate Alkermes overall requirement for 726 parking spaces including the Surface Spaces and the Executive Parking Spaces.	Landlord to increase Tenant Improvement Allowance by $770,000.
2	Increasing the height of the first floor from 14'6" floor- to floor to 15'6" floor to floor requiring the height of the overall building to increase by 1 foot.	Landlord will modify the design of the building to either eliminate a) 6" from each of the second and third floor or b) 1 foot from the third floor thus maintaing the current permitted height to remain unchanged.
3**	Provide aesthetic enhancements to the façade of the Parking garage, the concept for which must be agreed to prior to March 1, 2018, which may require modifications to the approved footprint of the garage itself and thus the Special Permit.	Landlord to increase Tenant Improvement Allowance by $450,000.

*Outside date to achieve the required Special Permit Modifications before the remedy for failure would be provided for all items is June 30, 2018 as referenced in Attachment 4 to the Work Letter

**Potential improvements to be perfomed in Item 3 or completion of the funding of the increased Tenant Improvement Allowance in Item 1 and 3 are not considered to be conditions to achieving Substantial Completion, the Commencement Date or the Rent Commencement Date

Exhibit 7.02 Attachment 3 – Fit Plan

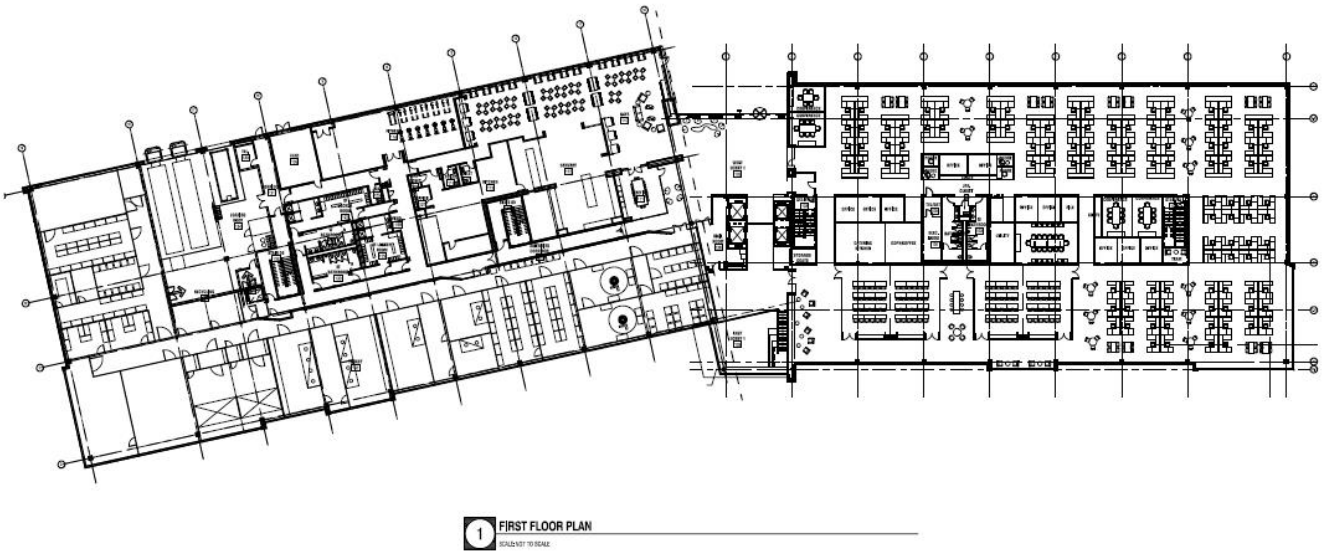


1 PARKING FLOOR - BASE BUILDING

SCALE: NOT TO SCALE

ALKERMES	PARKING FLOOR - BASE BUILDING	DECEMBER 5TH, 2017	ELKUS | MANFREDI ARCHITECTS

Exhibit 7.02 Attachment 3 – Fit Plan

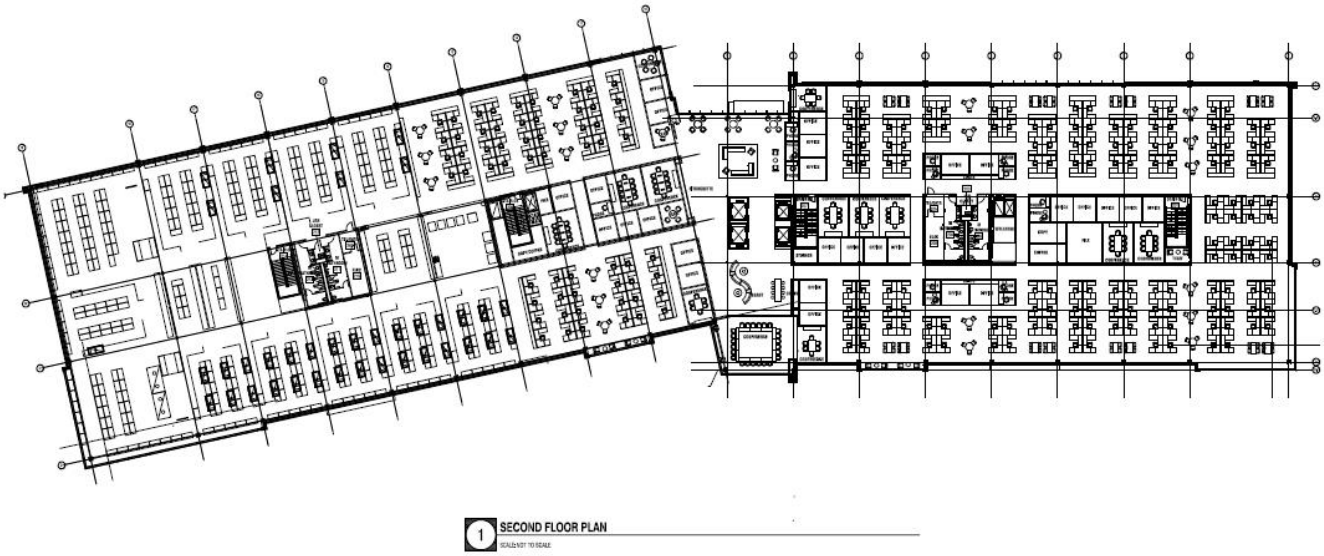


1 FIRST FLOOR PLAN

SCALE: NOT TO SCALE

ALKERMES	FIRST FLOOR TEST FIT OFFICE: 21,120 USF/ 178 USF PER PERSON TRAINING AREA: 6,236 USF	DECEMBER 4TH, 2017		ELKUS | MANFREDI ARCHITECTS

Exhibit 7.02 Attachment 3 – Fit Plan

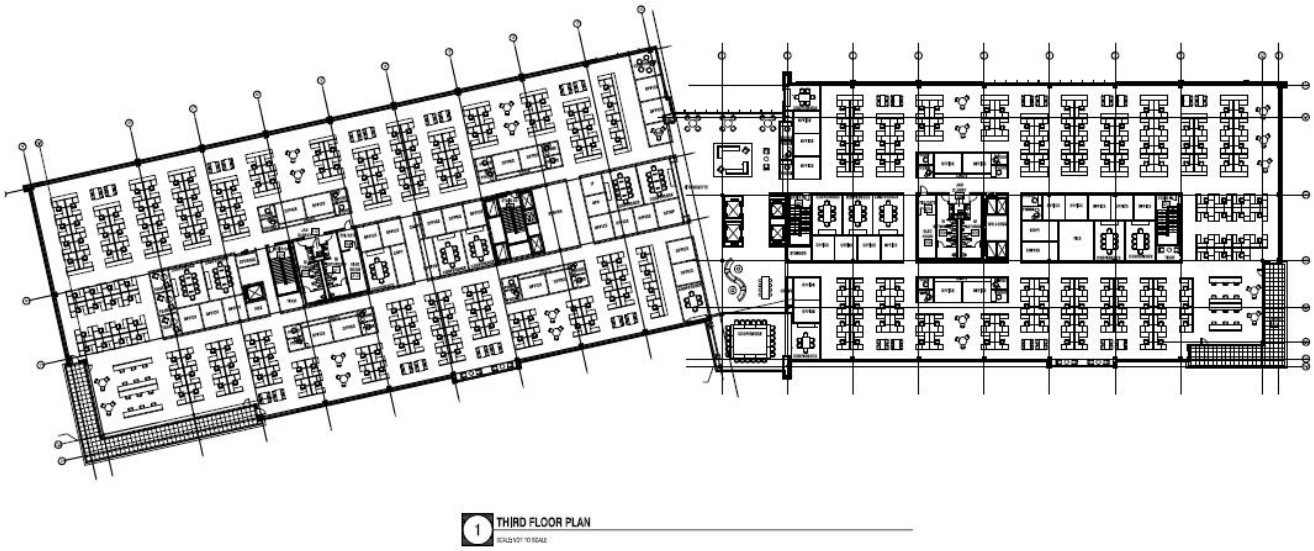


1 SECOND FLOOR PLAN

SCALE: NOT TO SCALE

ALKERMES	SECOND FLOOR TEST FIT SOUTH SIDE: 12,460 USF/ 181 USF PER PERSON NORTH SIDE: 27,246 USF/ 151 USF PER PERSON	DECEMBER 4TH, 2017		ELKUS | MANFREDI ARCHITECTS

Exhibit 7.02 Attachment 3 – Fit Plan



1 THIRD FLOOR PLAN

ALKERMES	THIRD FLOOR TEST FIT SOUTH SIDE: 34,169 USF/ 173 USF PER PERSON NORTH SIDE: 26,473 USF/ 163 USF PER PERSON	DECEMBER 4TH, 2017		ELKUS | MANFREDI ARCHITECTS

Attachment 4

Conceptual Schedule to the Work Letter with Notes for Discussion 2/16/2018

Tenant Submission Deadlines		Notes
Fit Plan and Details	Lease Execution	
Tenant Base Building Work Modification Notice	OPEN	One week after LE, (garage footprint & facade, 1st fl height)
Allowance Increase Notice Date	OPEN	30 Days after LE
Schematic Design Drawings and Specifications	May 1, 2018	
Design Development Drawings and Specifications	August 1, 2018	
Early Release/Long Lead Procurement Package	September 1, 2018	Enabling purchases/shops one month after DD set price received
Building Permit Plans	October 1, 2018	BP set only, not the enabling document
Construction Documents	November 1, 2018	Enabling Document

Landlord Work Deadlines		Notes
Trade Bidders Matrix Agreement	June 21, 2018	30 days after first LL supplied budget
Tenant Base Building Work Modifications Permit Receipt Deadline	June 30, 2018	Apply to City Council first, then bldg permit
Base Building Building Permit Receipt Deadline	July 30, 2018	Apply for bldg permit after City Council.
Landlord Notification of Finish Work Estimated Cost (SD Set)	May 22, 2018	21 days after submission of SD by Tenant
Landlord Notification of Finish Work Estimated Cost (DD Set)	August 22, 2018	21 days after submission of DD by Tenant
Landlord Notification of Finish Work Cost - GMP (CD Set)	December 1, 2018	30 Days after submission of CD by Tenant
Landlord Work Ready for FF&E Start Date	September 1, 2019	
Landlord Work Substantial Completion	January 20, 2020	

Exhibit 7.02 - Attachment 5 - Supplemental Rent Calculation

Supplemental TI Payment and Payoff Calculation

Borrower: Alkermes
900 Winter Street
$75 Supplemental TI

Loan Information	
Loan Amount	16,500,000.00
Annual Interest Rate	8.00%
Term of Loan in Years	15
First Payment Date	4/20/2020
Payment Frequency	Monthly
Compound Period	Monthly
Payment Type	Beginning of Period

Summary	
Rate (per period)	0.667%
Number of Payments	180
Total Payments	28,194,900.90
Total Interest	11,694,900.90
Est. Interest Savings	-

This spreadsheet creates an amortization schedule for an assumed $75/sf Supplemental TI amount over the 15 years of paid term at 8% interest. The payment frequency is monthly and is paid in advance.

Monthly Payment **156,638.34**

Amortization Schedule ☐ Rounding On

No.	Due Date	Payment	Additional Payment	Interest	Principal	Balance
						16,500,000.00
1	4/20/20	156,638.34		0.00	156,638.34	16,343,361.66
2	5/20/20	156,638.34		108,955.74	47,682.59	16,295,679.07
3	6/20/20	156,638.34		108,637.86	48,000.48	16,247,678.59
4	7/20/20	156,638.34		108,317.86	48,320.48	16,199,358.11
5	8/20/20	156,638.34		107,995.72	48,642.62	16,150,715.49
6	9/20/20	156,638.34		107,671.44	48,966.90	16,101,748.59
7	10/20/20	156,638.34		107,344.99	49,293.35	16,052,455.24
8	11/20/20	156,638.34		107,016.37	49,621.97	16,002,833.27
9	12/20/20	156,638.34		106,685.56	49,952.78	15,952,880.49
10	1/20/21	156,638.34		106,352.54	50,285.80	15,902,594.69
11	2/20/21	156,638.34		106,017.30	50,621.04	15,851,973.65
12	3/20/21	156,638.34		105,679.82	50,958.51	15,801,015.13
13	4/20/21	156,638.34		105,340.10	51,298.24	15,749,716.89
14	5/20/21	156,638.34		104,998.11	51,640.23	15,698,076.67
15	6/20/21	156,638.34		104,653.84	51,984.49	15,646,092.18
16	7/20/21	156,638.34		104,307.28	52,331.06	15,593,761.12
17	8/20/21	156,638.34		103,958.41	52,679.93	15,541,081.19
18	9/20/21	156,638.34		103,607.21	53,031.13	15,488,050.06
19	10/20/21	156,638.34		103,253.67	53,384.67	15,434,665.39
20	11/20/21	156,638.34		102,897.77	53,740.57	15,380,924.82
21	12/20/21	156,638.34		102,539.50	54,098.84	15,326,825.98
22	1/20/22	156,638.34		102,178.84	54,459.50	15,272,366.48
23	2/20/22	156,638.34		101,815.78	54,822.56	15,217,543.92
24	3/20/22	156,638.34		101,450.29	55,188.05	15,162,355.87
25	4/20/22	156,638.34		101,082.37	55,555.97	15,106,799.91
26	5/20/22	156,638.34		100,712.00	55,926.34	15,050,873.57
27	6/20/22	156,638.34		100,339.16	56,299.18	14,994,574.39
28	7/20/22	156,638.34		99,963.83	56,674.51	14,937,899.88
29	8/20/22	156,638.34		99,586.00	57,052.34	14,880,847.54
30	9/20/22	156,638.34		99,205.65	57,432.69	14,823,414.85
31	10/20/22	156,638.34		98,822.77	57,815.57	14,765,599.28
32	11/20/22	156,638.34		98,437.33	58,201.01	14,707,398.27
33	12/20/22	156,638.34		98,049.32	58,589.02	14,648,809.25
34	1/20/23	156,638.34		97,658.73	58,979.61	14,589,829.64
35	2/20/23	156,638.34		97,265.53	59,372.81	14,530,456.83
36	3/20/23	156,638.34		96,869.71	59,768.63	14,470,688.21
37	4/20/23	156,638.34		96,471.25	60,167.08	14,410,521.12
38	5/20/23	156,638.34		96,070.14	60,568.20	14,349,952.93
39	6/20/23	156,638.34		95,666.35	60,971.99	14,288,980.94
40	7/20/23	156,638.34		95,259.87	61,378.47	14,227,602.47
41	8/20/23	156,638.34		94,850.68	61,787.66	14,165,814.82
42	9/20/23	156,638.34		94,438.77	62,199.57	14,103,615.25
43	10/20/23	156,638.34		94,024.10	62,614.24	14,041,001.01
44	11/20/23	156,638.34		93,606.67	63,031.66	13,977,969.34
45	12/20/23	156,638.34		93,186.46	63,451.88	13,914,517.47
46	1/20/24	156,638.34		92,763.45	63,874.89	13,850,642.58
47	2/20/24	156,638.34		92,337.62	64,300.72	13,786,341.86
48	3/20/24	156,638.34		91,908.95	64,729.39	13,721,612.47
49	4/20/24	156,638.34		91,477.42	65,160.92	13,656,451.54
50	5/20/24	156,638.34		91,043.01	65,595.33	13,590,856.22
51	6/20/24	156,638.34		90,605.71	66,032.63	13,524,823.59
52	7/20/24	156,638.34		90,165.49	66,472.85	13,458,350.74
53	8/20/24	156,638.34		89,722.34	66,916.00	13,391,434.74
54	9/20/24	156,638.34		89,276.23	67,362.11	13,324,072.63
55	10/20/24	156,638.34		88,827.15	67,811.19	13,256,261.44
56	11/20/24	156,638.34		88,375.08	68,263.26	13,187,998.18
57	12/20/24	156,638.34		87,919.99	68,718.35	13,119,279.83
58	1/20/25	156,638.34		87,461.87	69,176.47	13,050,103.36
59	2/20/25	156,638.34		87,000.69	69,637.65	12,980,465.71
60	3/20/25	156,638.34		86,536.44	70,101.90	12,910,363.81
61	4/20/25	156,638.34		86,069.09	70,569.25	12,839,794.56
62	5/20/25	156,638.34		85,598.63	71,039.71	12,768,754.86
63	6/20/25	156,638.34		85,125.03	71,513.31	12,697,241.55

Supplemental TI Payoff Example:
If Tenant desires to pay off the loan as of the first day of the 25th month of paid term, the payment due would be equal to the remaining loan balance following the prior month's payment but with no accrued interest as interest is paid monthly in advance as shown:
$15,162,355.87

No.	Due Date	Payment	Additional Payment	Interest	Principal	Balance
64	7/20/25	156,638.34		84,648.28	71,990.06	12,625,251.49
65	8/20/25	156,638.34		84,168.34	72,470.00	12,552,781.49
66	9/20/25	156,638.34		83,685.21	72,953.13	12,479,828.36
67	10/20/25	156,638.34		83,198.86	73,439.48	12,406,388.88
68	11/20/25	156,638.34		82,709.26	73,929.08	12,332,459.80
69	12/20/25	156,638.34		82,216.40	74,421.94	12,258,037.86
70	1/20/26	156,638.34		81,720.25	74,918.09	12,183,119.78
71	2/20/26	156,638.34		81,220.80	75,417.54	12,107,702.24
72	3/20/26	156,638.34		80,718.01	75,920.32	12,031,781.91
73	4/20/26	156,638.34		80,211.88	76,426.46	11,955,355.46
74	5/20/26	156,638.34		79,702.37	76,935.97	11,878,419.49
75	6/20/26	156,638.34		79,189.46	77,448.88	11,800,970.61
76	7/20/26	156,638.34		78,673.14	77,965.20	11,723,005.41
77	8/20/26	156,638.34		78,153.37	78,484.97	11,644,520.44
78	9/20/26	156,638.34		77,630.14	79,008.20	11,565,512.24
79	10/20/26	156,638.34		77,103.41	79,534.92	11,485,977.32
80	11/20/26	156,638.34		76,573.18	80,065.16	11,405,912.16
81	12/20/26	156,638.34		76,039.41	80,598.92	11,325,313.24
82	1/20/27	156,638.34		75,502.09	81,136.25	11,244,176.99
83	2/20/27	156,638.34		74,961.18	81,677.16	11,162,499.83
84	3/20/27	156,638.34		74,416.67	82,221.67	11,080,278.15
85	4/20/27	156,638.34		73,868.52	82,769.82	10,997,508.34
86	5/20/27	156,638.34		73,316.72	83,321.62	10,914,186.72
87	6/20/27	156,638.34		72,761.24	83,877.09	10,830,309.63
88	7/20/27	156,638.34		72,202.06	84,436.27	10,745,873.35
89	8/20/27	156,638.34		71,639.16	84,999.18	10,660,874.17
90	9/20/27	156,638.34		71,072.49	85,565.84	10,575,308.33
91	10/20/27	156,638.34		70,502.06	86,136.28	10,489,172.04
92	11/20/27	156,638.34		69,927.81	86,710.52	10,402,461.52
93	12/20/27	156,638.34		69,349.74	87,288.59	10,315,172.92
94	1/20/28	156,638.34		68,767.82	87,870.52	10,227,302.41
95	2/20/28	156,638.34		68,182.02	88,456.32	10,138,846.08
96	3/20/28	156,638.34		67,592.31	89,046.03	10,049,800.05
97	4/20/28	156,638.34		66,998.67	89,639.67	9,960,160.38
98	5/20/28	156,638.34		66,401.07	90,237.27	9,869,923.11
99	6/20/28	156,638.34		65,799.49	90,838.85	9,779,084.26
100	7/20/28	156,638.34		65,193.90	91,444.44	9,687,639.82
101	8/20/28	156,638.34		64,584.27	92,054.07	9,595,585.75
102	9/20/28	156,638.34		63,970.57	92,667.77	9,502,917.98
103	10/20/28	156,638.34		63,352.79	93,285.55	9,409,632.43
104	11/20/28	156,638.34		62,730.88	93,907.46	9,315,724.97
105	12/20/28	156,638.34		62,104.83	94,533.51	9,221,191.47
106	1/20/29	156,638.34		61,474.61	95,163.73	9,126,027.74
107	2/20/29	156,638.34		60,840.18	95,798.15	9,030,229.58
108	3/20/29	156,638.34		60,201.53	96,436.81	8,933,792.78
109	4/20/29	156,638.34		59,558.62	97,079.72	8,836,713.06
110	5/20/29	156,638.34		58,911.42	97,726.92	8,738,986.14
111	6/20/29	156,638.34		58,259.91	98,378.43	8,640,607.71
112	7/20/29	156,638.34		57,604.05	99,034.29	8,541,573.42
113	8/20/29	156,638.34		56,943.82	99,694.52	8,441,878.91
114	9/20/29	156,638.34		56,279.19	100,359.15	8,341,519.76
115	10/20/29	156,638.34		55,610.13	101,028.21	8,240,491.55
116	11/20/29	156,638.34		54,936.61	101,701.73	8,138,789.83
117	12/20/29	156,638.34		54,258.60	102,379.74	8,036,410.09
118	1/20/30	156,638.34		53,576.07	103,062.27	7,933,347.81
119	2/20/30	156,638.34		52,888.99	103,749.35	7,829,598.46
120	3/20/30	156,638.34		52,197.32	104,441.02	7,725,157.45
121	4/20/30	156,638.34		51,501.05	105,137.29	7,620,020.16
122	5/20/30	156,638.34		50,800.13	105,838.20	7,514,181.95
123	6/20/30	156,638.34		50,094.55	106,543.79	7,407,638.16
124	7/20/30	156,638.34		49,384.25	107,254.08	7,300,384.08
125	8/20/30	156,638.34		48,669.23	107,969.11	7,192,414.97
126	9/20/30	156,638.34		47,949.43	108,688.91	7,083,726.06
127	10/20/30	156,638.34		47,224.84	109,413.50	6,974,312.56
128	11/20/30	156,638.34		46,495.42	110,142.92	6,864,169.64
129	12/20/30	156,638.34		45,761.13	110,877.21	6,753,292.44
130	1/20/31	156,638.34		45,021.95	111,616.39	6,641,676.05
131	2/20/31	156,638.34		44,277.84	112,360.50	6,529,315.55
132	3/20/31	156,638.34		43,528.77	113,109.57	6,416,205.98
133	4/20/31	156,638.34		42,774.71	113,863.63	6,302,342.35
134	5/20/31	156,638.34		42,015.62	114,622.72	6,187,719.63
135	6/20/31	156,638.34		41,251.46	115,386.87	6,072,332.75
136	7/20/31	156,638.34		40,482.22	116,156.12	5,956,176.63
137	8/20/31	156,638.34		39,707.84	116,930.49	5,839,246.14
138	9/20/31	156,638.34		38,928.31	117,710.03	5,721,536.11
139	10/20/31	156,638.34		38,143.57	118,494.76	5,603,041.34
140	11/20/31	156,638.34		37,353.61	119,284.73	5,483,756.61
141	12/20/31	156,638.34		36,558.38	120,079.96	5,363,676.65
142	1/20/32	156,638.34		35,757.84	120,880.49	5,242,796.16
143	2/20/32	156,638.34		34,951.97	121,686.36	5,121,109.79
144	3/20/32	156,638.34		34,140.73	122,497.61	4,998,612.19
145	4/20/32	156,638.34		33,324.08	123,314.26	4,875,297.93
146	5/20/32	156,638.34		32,501.99	124,136.35	4,751,161.58
147	6/20/32	156,638.34		31,674.41	124,963.93	4,626,197.65
148	7/20/32	156,638.34		30,841.32	125,797.02	4,500,400.63
149	8/20/32	156,638.34		30,002.67	126,635.67	4,373,764.96
150	9/20/32	156,638.34		29,158.43	127,479.91	4,246,285.06
151	10/20/32	156,638.34		28,308.57	128,329.77	4,117,955.29

No.	Due Date	Payment	Additional Payment	Interest	Principal	Balance
152	11/20/32	156,638.34		27,453.04	129,185.30	3,988,769.98
153	12/20/32	156,638.34		26,591.80	130,046.54	3,858,723.44
154	1/20/33	156,638.34		25,724.82	130,913.52	3,727,809.93
155	2/20/33	156,638.34		24,852.07	131,786.27	3,596,023.66
156	3/20/33	156,638.34		23,973.49	132,664.85	3,463,358.81
157	4/20/33	156,638.34		23,089.06	133,549.28	3,329,809.53
158	5/20/33	156,638.34		22,198.73	134,439.61	3,195,369.92
159	6/20/33	156,638.34		21,302.47	135,335.87	3,060,034.05
160	7/20/33	156,638.34		20,400.23	136,238.11	2,923,795.94
161	8/20/33	156,638.34		19,491.97	137,146.37	2,786,649.57
162	9/20/33	156,638.34		18,577.66	138,060.67	2,648,588.90
163	10/20/33	156,638.34		17,657.26	138,981.08	2,509,607.82
164	11/20/33	156,638.34		16,730.72	139,907.62	2,369,700.20
165	12/20/33	156,638.34		15,798.00	140,840.34	2,228,859.86
166	1/20/34	156,638.34		14,859.07	141,779.27	2,087,080.59
167	2/20/34	156,638.34		13,913.87	142,724.47	1,944,356.12
168	3/20/34	156,638.34		12,962.37	143,675.96	1,800,680.16
169	4/20/34	156,638.34		12,004.53	144,633.80	1,656,046.36
170	5/20/34	156,638.34		11,040.31	145,598.03	1,510,448.33
171	6/20/34	156,638.34		10,069.66	146,568.68	1,363,879.64
172	7/20/34	156,638.34		9,092.53	147,545.81	1,216,333.84
173	8/20/34	156,638.34		8,108.89	148,529.45	1,067,804.39
174	9/20/34	156,638.34		7,118.70	149,519.64	918,284.75
175	10/20/34	156,638.34		6,121.90	150,516.44	767,768.31
176	11/20/34	156,638.34		5,118.46	151,519.88	616,248.42
177	12/20/34	156,638.34		4,108.32	152,530.02	463,718.41
178	1/20/35	156,638.34		3,091.46	153,546.88	310,171.53
179	2/20/35	156,638.34		2,067.81	154,570.53	155,601.00
180	3/20/35	156,638.34		1,037.34	155,601.00	0.00

Attachment 6

PRISA Guaranty

GUARANTY

THIS GUARANTY (the "Guaranty") is made and entered into as of this _____ day of March, 2018 by PRISA II LHC LLC, a Delaware limited liability company ("Guarantor"), an affiliate of PD WINTER STREET, LLC ("Landlord"). Landlord is the landlord under that certain Lease of even date herewith (the "Lease"), between Landlord and ALKERMES, INC., a Pennsylvania corporation ("Tenant"), with respect to leased premises (the "Premises") consisting of office and lab space in the building to be known as 900 Winter Street, Waltham, Massachusetts as more particularly described in the Lease. Capitalized terms not defined herein have the meaning set forth in the Lease.

Guarantor agrees as follows:

A. Subject to the last paragraph of Section 2.02 of Exhibit 7.02 of the Lease, Guarantor does hereby absolutely, unconditionally and irrevocably guarantee to Tenant the full and prompt payment within the time periods required in the Lease of any amounts of the Finish Work Allowance and the Supplemental Allowance owed to Tenant pursuant to Exhibit 7.02 of the Lease to the extent (i) not deducted by Tenant from the Base Rent and/or Supplemental Rent, or (ii) not funded by Lender's then Mortgagee (as defined in Section 10.01(a) of the Lease), in accordance with and subject to the terms and conditions of the Lease.

B. If Tenant exercises its right to cause Guarantor to complete any unfinished portion of the Landlord Work (including the Finish Work) by delivering written notice of such request to Guarantor under Section 2.07(d)(iii), clause (C) or Section 2.07(d)(iii), clause (III) of Exhibit 7.02 of the Lease, then Guarantor shall promptly following receipt of such notice, subject to Guarantor's right to deliver a Guarantor Fail Safe Notice in accordance with such provision and Guarantor's rights with respect to the remainder of Section 2.07(d)(iii) and Tenant's rights with respect to the remainder of Section 2.07(d)(iii) upon delivery of such notice, commence and diligently pursue the substantial completion of any unfinished portion of the Landlord Work in question in accordance with and subject to the terms and conditions of the Lease applicable thereto, including, without limitation, Tenant's obligations under the Lease applicable to such Landlord Work and the arbitration provisions applicable thereto, except that Guarantor shall be entitled to a reasonable period of time, not to exceed 90 days (except as otherwise provided in Section 2.07(d)(iii) with the giving of a Guarantor Fail Safe Notice), following receipt of Tenant's election notice to diligently pursue any action necessary to comply with the terms and conditions of the Lease and no rights and remedies afforded to the Tenant under the Lease with respect to the Landlord Work (other than the abatement of Base Rent set forth in Section 2.07(d)(ii) of the Work Letter) shall be available to Tenant until the expiration of such 90 day period (or such longer period as may be provided in Section 2.07(d)(iii) with the giving of a Guarantor Fail Safe Notice).

If Tenant exercises its right to terminate the Lease pursuant to either of Section 2.07(d)(iii), clause (A) or Section 2.07(d)(iii), clause (I) of Exhibit 7.02 of the Lease, then Guarantor may, within 10 days thereafter, elect in its sole discretion by written notice to Tenant (in which case Tenant's termination notice shall be null and void), to commence and diligently pursue the substantial completion of any unfinished portion of the Landlord Work in question in accordance with and subject to the terms and conditions of the Lease applicable thereto, including, without limitation, Tenant's obligations under the Lease applicable to such Landlord Work and the arbitration provisions applicable thereto, except that Guarantor shall be entitled to a reasonable period of time, not to exceed 90 days, following receipt of Tenant's termination notice to diligently pursue any action necessary to comply with the terms and conditions of the Lease and, during such 90 day period, no rights and remedies afforded to the Tenant under the Lease with respect to the Landlord Work (other than the abatement of Base Rent set forth in Section 2.07(d)(ii) of the Work Letter) shall be available to Tenant until the expiration of such 90 day period.

If Tenant elects to have Guarantor complete the Landlord Work on Tenant's behalf, or Guarantor elects to complete the Landlord Work in accordance with this subparagraph B, then any undisbursed amounts of the Finish Work Allowance and, if elected by Tenant, the Supplemental Allowance shall be applied by Guarantor towards the costs to perform such Finish Work included therewith and Tenant's right to offset the undisbursed amount of the Finish Work Allowance and the Supplemental Allowance against Base Rent and Supplemental Rent will terminate except with respect to (i) any right of Tenant to apply any unused amount of the Finish Work Allowance against Rent in accordance with the last paragraph of Section 2.02 of Exhibit 7.02, and (ii) any right of Tenant to offset against Rent any of Tenant's reasonable third party costs and expenses incurred to complete the Finish Work that is not timely reimbursed by Landlord pursuant to Section 2.07(d)(C) of the Lease and which third party costs were incurred by Tenant prior to Tenant's election to have Guarantor complete, or Guarantor's election to complete, as applicable, the Landlord Work. Except for Guarantor's obligations under this Guaranty, Guarantor shall have absolutely no liability to Tenant under this Guaranty for any delay in completing the Landlord Work.

C. Guarantor does hereby absolutely, unconditionally and irrevocably guarantee to Tenant the full and prompt payment of all costs, expenses and reasonable attorneys' fees incurred by Tenant in enforcing this Guaranty together with interest at the Default Rate (as defined in the Lease) on any amount due under this Guaranty that is not paid within ten (10) business days following notice from Tenant to Guarantor ("Enforcement Costs").

D. All obligations and liability of Guarantor under this Guaranty shall terminate and be of no further force or effect (i) if Tenant elects to terminate the Lease pursuant to Section 2.07(d)(iii) of Exhibit 7.02 of the Lease (unless Guarantor makes the election to complete the Landlord Work as provided in paragraph (B), above), (ii) if Tenant elects to perform the Finish Work pursuant to Section 2.07(d)(iii), clause (B) of Exhibit 7.02 of the Lease, on the date that the Base Building Work is Substantially Complete and the Finish Work Allowance and, if elected by Tenant and not retained by Landlord pursuant to the last paragraph of Section 2.02 of Exhibit 7.02, the Supplemental Allowance have been fully disbursed or credited, or (iii) upon such date as the Landlord Work is otherwise Substantially Complete and the Finish Work Allowance and, if elected by Tenant and not retained by Landlord pursuant to the last paragraph

of Section 2.02 of Exhibit 7.02, the Supplemental Allowance have been fully disbursed or credited. In addition, Guarantor's obligation and liability under this Guaranty to complete the Finish Work shall forever terminate if Tenant fails to timely deliver the Construction Documents to Landlord in accordance with Section 2.01(a) of Exhibit 7.02 within one hundred eighty (180) days following the Tenant Deadline for such submission set forth on Attachment 4 to Exhibit 7.02 of the Lease.

Guarantor further agrees as follows:

1. This Guaranty shall be enforceable against Guarantor without the necessity of any suit or proceedings on Tenant's part of any kind or nature whatsoever against Landlord and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled except for notices expressly required under this Guaranty or the Lease, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished, or impaired by reason of the assertion or the failure to assert by Tenant against Landlord, or against Landlord's successors and assigns, any of the rights or remedies reserved to Tenant pursuant to the provisions of the Lease or by relief of Landlord from any of Landlord's obligations under the Lease or otherwise.

2. The failure of Tenant to insist in any one or more instances upon strict performance or observance of any of the terms, provisions, or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect.

3. Guarantor's liability hereunder shall be primary, and that in any right of action which shall accrue to Tenant with respect to the obligations guaranteed under Sections A and B of this Guaranty (the "Guaranteed Obligations"), Tenant may, at its option, proceed against the Guarantor and Landlord, jointly and severally, and may proceed against the Guarantor without having commenced any action or having obtained any judgment against Landlord.

4. This Guaranty shall be a continuing guaranty and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification, or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions, or provisions of the Lease, or by reason of any extension of time that may be granted by Tenant to Landlord, or by reason of any dealings or transactions or matters or things occurring between Landlord and Tenant, whether or not notice thereof is given to Guarantor.

5. Guarantor hereby unconditionally waives (a) presentment, notice of dishonor, protest, demand for payment, and all notices of any kind, including, without limitation, notice of acceptance hereof; notice of nonpayment, non-performance, or other default under the Lease; and notice of any action taken to collect upon or enforce any of the terms

and provisions of the Lease except for notices expressly required under this Guaranty or the Lease; (b) any subrogation to the rights of Tenant against Landlord until all of the Guaranteed Obligations have been fully complied with and the Lease has expired or terminated and such payments made by Guarantor are not subject to a right of recovery; (c) all suretyship defenses; and (c) any setoffs or counterclaims against Tenant which would otherwise impair Tenant's rights against Guarantor hereunder. Notwithstanding the foregoing or anything herein to the contrary, Guarantor shall be entitled to the benefit of (and nothing herein shall waive) any rights of Landlord under the Lease with respect to extensions of times of any milestone dates or deadlines caused by any Tenant Delay or any matters described in Section 20.14 of the Lease.

6. Notices to Guarantor under this Guaranty shall be given in the same manner and to the same addresses as now provided in the Lease for notice to Landlord and in addition shall be given in the same manner to Minta Kay, Esq., Goodwin Procter, 100 Northern Avenue, Boston, MA 02210. Notices to Tenant under this Guaranty shall be given in the same manner and to the same addresses as notice to Tenant under the Lease.

7. All actions or proceedings arising directly or indirectly hereunder may, at the option of Tenant, be litigated in courts having situs within the Commonwealth of Massachusetts and Guarantor hereby expressly consents to the jurisdiction of any local, state or federal court located within the Commonwealth of Massachusetts and consents that any service of process in such action or proceeding may be made by personal service upon any Guarantor wherever Guarantor may then be located or by certified or registered mail to Guarantor at the address specified below Guarantor's signature.

8. Notice of acceptance of this Guaranty and any obligations or liabilities contracted or incurred by Landlord are all hereby waived by the Guarantor. In no event shall Guarantor be liable to Tenant for any special, indirect or consequential damages, including, without limitation, lost profits or revenues. In no event shall any individual partner, officer, shareholder, trustee, beneficiary, director, agent or similar party be liable for the performance of or by Guarantor under this Guaranty.

9. This Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

10. All the provisions of this Guaranty shall be binding upon and inure to the benefit of Guarantor and its heirs, legal representatives, successors, and assigns.

11. This Guaranty shall inure to the benefit of Tenant and its heirs, legal representatives, successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the date first above written.

GUARANTOR:

WITNESS:

PRISA II LHC LLC, a Delaware limited liability company

By: _____

NAME: Name: _____

Title: _____

EXHIBIT 10.01

Form of SNDA

This document prepared by and
upon recordation return to:

_____
_____
_____
_____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Subordination, Non-Disturbance and Attornment Agreement

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") dated as of this _____ day of _____, by and among _____, as administrative agent for certain lenders, with an address at _____ (the "**Mortgagee**"), _____, a Delaware limited liability company, with an address at(the "**Landlord**" or "**Mortgagor**"), and Alkermes, Inc., a Pennsylvania corporation with an address at 852 Winter Street, Waltham, Massachusetts 02451 (the "**Tenant**");

WITNESSETH

WHEREAS, the Landlord is the fee owner of that certain real property located 900 Winter Street, Waltham, Middlesex County, Massachusetts, and more particularly described in Exhibit "A" attached hereto (the "**Property**"); and

WHEREAS, pursuant to that certain Construction Loan Agreement dated _____ ___, 20___ (the "**Loan Agreement**") and one or more promissory notes in the total aggregate principal amount of $_____ (collectively, the "**Note**"), the Mortgagee made a loan to the Landlord. The obligations under the Loan Agreement and Note are secured by a mortgage instrument covering the Property (the "**Mortgage**") dated _____ ___, _____, from the Landlord to the Mortgagee, and recorded or to be recorded in the real estate records of the aforesaid County and Commonwealth, and are also secured by an assignment of Landlord's interest in all leases of the Property (the "**Assignment**") dated _____ ___, 20___, and recorded or to be recorded in the real estate records of the aforesaid County and Commonwealth (the Loan Agreement, Note, Mortgage, Assignment and any and all other documents executed in connection with the Loan, as the same may be amended, renewed, replaced or supplemented from time to time, collectively the "**Loan Documents**"); and

WHEREAS, under the terms of a certain Lease Agreement dated _____ (the "**Lease**"), the Landlord leased to the Tenant certain portions of the Property described in the Lease (the "**Demised Premises**") under the terms and conditions more particularly described therein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound, the parties hereto agree as follows:

1. **Subordination of Lease**. Subject to the terms and provisions of this Agreement, the Lease and the entire right, title and interest of the Tenant thereunder are and shall be subject and subordinate in all respects to the lien of the Mortgage and all advances made or to be made thereunder.

2. **Consent of Tenant**. The Tenant acknowledges notice of the Mortgage and the Assignment. The Landlord and Tenant agree that, if the Mortgagee delivers to the Tenant a notice stating that a default has occurred under the Loan Documents and requesting that all payments due under the Lease be thereafter paid directly to the Mortgagee, the Tenant shall thereafter make, and is hereby authorized and directed by the Landlord to make, all such payments directly to the Mortgagee, without any duty of further inquiry on the part of the Tenant, and such payments shall be credited against amounts due under the Lease.

3. **Tenant's Duty to Notify Mortgagee of any Default Under the Lease**. The Tenant shall provide the Mortgagee with notice of any asserted default against the Landlord under the Lease contemporaneously with notice to Landlord. In the event of any default of the Landlord that would give the Tenant the right, immediately or after lapse of time, to cancel or terminate the Lease, the Tenant shall not terminate the Lease until Mortgagee has received notice and a reasonable period of time concurrent with the time period provided to Landlord under the Lease to cure said default, plus an additional 30 days, provided, however, that if possession of the Premises is necessary for the purpose of curing such default, then said cure period shall be extended for a reasonable period not to exceed 180 days in the aggregate, provided that the Mortgagee shall give the Tenant written notice of its intention to, and shall commence and continue with due diligence to, take possession of the premises by foreclosure or otherwise and to remedy such act or omission. Notwithstanding the foregoing, the Mortgagee shall have no obligation to remedy or to continue to remedy any such act or omission. Nothing in this Agreement, including, without limitation this Section 3, shall be deemed to limit or delay Tenant's express right to terminate the Lease on the conditions contained in Section 7.06 and Article 11 of the Lease and Section 2.07 of Exhibit 7.02 of the Lease, subject to Tenant's obligation to provide notices to Mortgagee when required hereunder. Furthermore, to the extent Tenant is required to give notice to Landlord as a condition precedent to Tenant exercising any termination, abatement or offset right under the Lease, Tenant shall not be entitled to exercise such right unless Mortgagee has been given such required notice contemporaneously with notice to Landlord.

4. **Nondisturbance of Tenant**. Provided (i) the Lease shall at all times be in full force and effect, and (ii) the Tenant shall not be in default thereunder beyond applicable notice and cure periods, then:

(a) the right of possession by the Tenant to the Demised Premises and any or all of the Tenant's rights and privileges under the Lease shall not be diminished or disturbed in any way (except as otherwise expressly provided in Section 5 below as to Tenant's rights against a Successor Landlord) or terminated by the Mortgagee (or by anyone claiming by, through or under the Mortgagee) in the exercise of any of the Mortgagee's rights under the Loan Documents or otherwise.

(b) The Tenant shall not be named as a party defendant to any foreclosure of the lien of the Mortgage, unless the Mortgagee is required by any applicable law, order, regulation, rule of court or judicial decision to name the Tenant as a party defendant.

(c) If the Mortgagee or a Foreclosure Purchaser (as defined in Section 14 of this Agreement) comes into possession of the Property (through receivership, as a mortgagee in possession, or otherwise) or acquires the leasehold interest of the Landlord by foreclosure of the Mortgage, or by proceedings under the Loan Documents, deed in lieu or otherwise, the Lease shall not be terminated by any such possession, foreclosure or proceedings; and the Lease shall continue in full force and effect, as a direct lease between the Tenant and the Mortgagee or the applicable Foreclosure Purchaser (each a

"**Successor Landlord**") upon all the terms, covenants, conditions and agreements set forth in the Lease, as affected by this Agreement.

5. **Attornment of Tenant to Successor Landlord**. If a Successor Landlord shall succeed to the rights of the Landlord under the Lease, then, subject to the terms and provisions of this Agreement and the Lease, the Tenant shall attorn to and recognize such Successor Landlord as the Tenant's landlord under the Lease and such Successor Landlord shall be conclusively deemed to have accepted such attornment and agreed to perform all of the obligations of the landlord under the Lease. Such attornment and agreement to perform shall be self-operative and effective without execution and delivery of any further instrument, immediately upon any Successor Landlord's succession to the interest of the Landlord under the Lease. Upon such attornment and such agreement to perform, the Lease shall continue in full force and effect as a direct lease between such Successor Landlord and the Tenant upon all of the terms, covenants and conditions set forth in the Lease, except that the Successor Landlord shall not be:

(a) liable for any failure of the Landlord to perform its obligations under the Lease with respect to the period prior to the date on which the Mortgagee or such Successor Landlord shall become the owner of the Property, except for any such failure to perform (i) that continues after the date that the Mortgagee or such Successor Landlord shall become the owner of the Property, and (ii) of which the Mortgagee received notice of such failure to perform prior to the date of the applicable foreclosure sale or deed-in-lieu of foreclosure, and (iii) which is susceptible of cure by the Mortgagee or the Successor Landlord after the Mortgagee or the Successor Landlord, as applicable, becomes the owner of the Property; provided however, that in no event shall any Successor Landlord be liable to Tenant for monetary damages for any act, default or omission of a prior Landlord to the extent such damages have accrued prior to the date of Successor Landlord's succession. Nothing in this subparagraph (a) relieves any Successor Landlord of its obligation to perform the obligations of Landlord from and after the date such Successor Landlord becomes the owner of the Property, including without limitation for matters arising prior to such succession but first identified by Tenant, and for which notice is first given by Tenant, following such succession;

(b) bound by any payment of rent or other sum due by Tenant under the Lease made more than one (1) month in advance;

(c) bound by any assignment of or any amendment or modification to the Lease made without the express written consent of the Mortgagee except for an amendment or modification specifically referred to in or contemplated by the Lease such as an extension amendment or for an assignment for which Landlord's consent is not required under the Lease; or

(d) subject to any offset, defense or counterclaim unless (i) expressly provided for in the Lease (including, without limitation, Tenant's right to offset any unpaid portion of the Lease Allowances (as defined below) as set forth in Section 2.02 of Exhibit 7.02 of the Lease, together with interest at the rate applicable to late payments of rent, until Tenant has received the entire Lease Allowances) and (ii) the Mortgagee received any notices that are conditions precedent to the exercise of such rights in accordance with Section 3 above; or

(e) liable for the restoration of improvements following any casualty not required to be insured under the Lease or for the costs of any restoration in excess of the proceeds recovered under any insurance required to be carried under the Lease; or

(f) liable for (i) the commencement or completion of any construction, or (ii) any contribution toward construction or installation of any improvements upon the Demised Premises (including, without limitation, the "Tenant Improvement Allowance" or "Supplemental Allowance", each as defined in the Lease, which shall be collectively referred to as the "**Lease Allowances**") (the foregoing subsections (i)-(ii), collectively, the "**Construction-Related Obligations**"); provided however, that if Successor Landlord does not fund the Lease Allowances when due under the Lease, Tenant shall retain its right to offset any unpaid portion of the Lease Allowances as set forth in Section 2.02 of Exhibit 7.02 of the Lease, together with interest at the rate applicable to late payments of rent, until Tenant has received the entire Lease Allowances. Construction-Related Obligations shall not include (A) reconstruction or repair following fire, casualty or condemnation, or (B) day-to-day maintenance and repairs.

Notwithstanding anything to the contrary set forth in Section 5 above:

If on the date of foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure (the **"Succession Date"**) the Landlord Work (as defined in the Lease) has not been Substantially Completed (as defined in the Lease), subject to the last paragraph of this Section 5, then, within 30 days of the Succession Date, the Mortgagee shall provide the Tenant with written notice of Mortgagee's intention with respect to satisfying and fulfilling the Construction-Related Obligations under the Lease (to the extent such Construction-Related Obligations have not been satisfied as of the Succession Date), and to the extent the Mortgagee elects not to satisfy and fulfill such Construction-Related Obligations, Tenant may (a) elect to terminate the Lease, following which neither party shall have any further rights or obligations under the Lease (other than any obligation to return the security deposit to the extent actually received by Mortgagee), or (b) to the extent that only the Finish Work remains to be completed, Tenant may elect, upon 30 days prior notice to Successor Landlord, to complete the Finish Work at its sole cost and expense in compliance with Article 8 of the Lease (other than the need to obtain consent for plans and specifications, architects and contractors previously approved by the Landlord) and to offset the reasonable out-of-pocket costs to perform such Finish Work (to the extent not paid out of the Finish Work Allowance or Supplemental Allowance and exclusive of the costs to perform Excess Finish Work (as defined in the Lease) that Tenant would otherwise have incurred in the completion of such Finish Work by Landlord) against Base Rent under the Lease, with interest at the rate applicable to late payments of rent, until Tenant has received the entire amount, and, in any event, under no circumstances whatsoever shall Mortgagee be deemed to have any liability whatsoever to Tenant as a result of the election not to satisfy or fulfill Construction-Related Obligations (the exercise of Tenant's offset rights in accordance with this Agreement not being considered a liability for the purposes of this clause). In addition to Tenant's reasonable out-of-pocket costs to complete the Finish Work as described above, Tenant shall be entitled to a construction management fee payable to Tenant of four percent (4%) of the hard costs of Landlord Work performed by Tenant. If, however, Mortgagee elects, in its sole discretion, to satisfy the Construction-Related Obligations, Mortgagee shall be required to do so in accordance with the terms and conditions of the Lease; provided however, Mortgagee shall be entitled to a reasonable period of time following the expiration of any applicable milestone date set forth in the Lease with respect to Landlord Work to diligently pursue any action necessary to comply with the terms and conditions of the Lease as follows: to the extent the Mortgagee elects, in its sole discretion, to satisfy the Construction-Related Obligations as set forth herein, all rights and remedies afforded to the Tenant under the Lease with respect to Landlord

Work that have not yet been exercised in accordance with the Lease (subject to the terms of this Agreement) shall be deemed tolled a period of ninety (90) days following the applicable milestone date, and such rights and remedies shall be deemed to commence accruing as of that date which is ninety (90) days following the applicable milestone date with respect to Landlord Work. To the extent the Mortgagee elects to satisfy the Construction-Related Obligations as set forth herein, Mortgagee shall pay the Lease Allowances when due and payable in accordance with the terms and conditions of the Lease; provided however, to the extent all or any portion of the Lease Allowances were due and payable prior to the date on which Mortgagee elects to satisfy the Construction- Related Obligations as set forth herein, Mortgagee shall make such payment within thirty (30) days of Mortgagee's election; and

If on the Succession Date the Landlord Work is Substantially Complete, and Mortgagee succeeds to the interest of the Landlord under the Lease in accordance with the terms and provisions of this Agreement, Mortgagee shall pay any remaining amount of the Lease Allowances, if any, when due and payable in accordance with the terms and conditions of the Lease. Mortgagee's obligation to fund hereunder shall be subject to then undisbursed available funds remaining in the loan and subject to the disbursement requirements of the Loan Documents.

Nothing in this Section 5(f) shall be deemed to limit or delay Tenant's express offset/abatement rights pursuant to Section 2.02 of Exhibit 7.02 to the Lease to the extent that Tenant has provided notices to Mortgagee when required hereunder prior to the Succession Date.

Any Successor Landlord shall be liable to the Tenant under the Lease only during such Successor Landlord's period of ownership, and such liability shall not continue or survive as to the transferor after a transfer by such Successor Landlord of its interest in the Lease and the Demised Premises. Notwithstanding anything to the contrary contained herein, officers, directors, shareholders, agents, servants and employees of the Mortgagee shall have no personal liability to Tenant and the liability of the Mortgagee shall be limited to the Mortgagee's interest in the Property.

Except as set forth above with respect to Tenant's rights and remedies under the Lease with respect to Landlord Work following the Succession Date, nothing in this Agreement, including, without limitation this Section 5, shall be deemed to limit or delay Tenant's express offset/abatement rights under Section
7.06 and Article 11 of the Lease and Section 2.07 of Exhibit 7.02.

6. **Modification of Lease**. Without the Mortgagee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, the Tenant shall not (a) amend (except for an amendment or modification specifically referred to in the Lease such as an extension amendment) or terminate the Lease (except for the exercise of Tenant's express termination rights in this Agreement and under Section 7.06, Article 11, and Section 2.07 of Exhibit 7.02 of the Lease, all in accordance with this Agreement), (b) prepay any rent or other sums due under the Lease for more than one month in advance of the due dates thereof, (c) voluntarily surrender the Demised Premises, or (d) where the consent of Landlord is required pursuant to the Lease, assign the Lease or sublet the Demised Premises or any part thereof.

7. **Application of Casualty Insurance Proceeds and Condemnation Awards**. The Tenant hereby agrees that, notwithstanding anything to the contrary contained in the Lease, the terms and provisions of the Mortgage attached as **Exhibit B** with respect to the application of Landlord's interest in

casualty insurance proceeds and condemnation awards shall control in the event of a conflict with the Lease.

8. **Notices**. All notices, demands, requests, consents, approvals and other communications required or permitted under this Agreement must be in writing and will be effective upon receipt or refusal of receipt. Such notices and other communications may be hand-delivered, or sent by nationally recognized overnight courier service, to a party's address set forth above or to such other address as any party may give to the other in writing for such purpose. All notices to Tenant shall also be sent to:

Alkermes, Inc.
852 Winter Street
Waltham, Massachusetts 02451
Attn: Chief Legal Officer;

and to:

Langer & McLaughlin, LLP
535 Boylston Street, Ste3
Boston, Massachusetts 02116
Attn: Alkermes Leasing

or at such other address or addresses as Tenant from time to time may have designated by prior written notice to Landlord and Mortgagee.

9. **Changes in Writing**. No modification, amendment or waiver of, or consent to any departure from, any provision of this Agreement will be effective unless made in a writing signed by the Mortgagee and the Tenant, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Landlord, the Tenant or the Mortgagee will entitle the Landlord, the Tenant or the Mortgagee, as applicable, to any other or further notice or demand in the same, similar or other circumstance.

10. **Counterparts**. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

11. **Definitions**. As used in this Agreement, the word "Tenant" shall mean the Tenant and/or the subsequent holder of an interest under the Lease, provided the interest of such holder is acquired in accordance with the terms and provisions of the Lease, the word "Mortgagee" shall mean the Mortgagee or any subsequent holder or holders of the Mortgage and the Assignment, and the word "Foreclosure Purchaser" shall mean any party other than the Mortgagee acquiring title to the Property by purchase at a foreclosure sale, by deed or otherwise. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Landlord, the Tenant and the Mortgagee, their heirs, legal representatives, successors and assigns.

12. **Governing Law and Jurisdiction**. This Agreement will be deemed to be made in the Commonwealth of Massachusetts. **THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, EXCLUDING ITS CONFLICT OF LAWS RULES.** The Landlord, the Tenant, and the Mortgagee hereby irrevocably consent to the exclusive jurisdiction of any state or federal court in the county or judicial district in the Commonwealth of Massachusetts. The Mortgagee, the Landlord and the Tenant agree that the venue provided above is the most convenient forum for the Mortgagee, the Landlord and the Tenant. The Mortgagee, the Landlord, and the Tenant waive any objection to venue and any objection based on a more convenient forum that either may have in any action instituted under this Agreement.

13. **WAIVER OF JURY TRIAL. EACH OF THE LANDLORD, THE MORTGAGEE AND THE TENANT IRREVOCABLY WAIVE ANY AND ALL RIGHT THAT ANY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT. THE LANDLORD, THE TENANT AND THE MORTGAGEE ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

[Remainder of the Page Intentionally Left Blank]

The Mortgagee, the Landlord, and the Tenant acknowledge that each has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

MORTGAGEE:

[LENDER]

By: _____
Name: _____
Title: _____

STATE/COMMONWEALTH OF _____

_____, ss.

On this date, _____ ____, 201___, before me, the undersigned notary public, personally appeared _____, the duly authorized _____ of _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the duly authorized _____ of _____.

_____
Notary Public
My commission expires:

TENANT:

ALKERMES, INC.,
a Pennsylvania corporation

By: _____
Name: _____
Title: _____

STATE/COMMONWEALTH OF _____

_____, ss.

On this date, _____ ____, 201___, before me, the undersigned notary public, personally appeared _____, the duly authorized _____ of _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the duly authorized _____ of _____.

_____
Notary Public
My commission expires:

LANDLORD:

_____,
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE/COMMONWEALTH OF _____

_____, ss.

On this date, _____ ____, 201___, before me, the undersigned notary public, personally appeared _____, the duly authorized _____ of _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the duly authorized _____ of _____.

_____
Notary Public
My commission expires:

EXHIBIT "A"

Property Description

EXHIBIT "B"

Mortgage Provisions

[Note: to insert Mortgage provisions that are the same or substantially similar to the following or otherwise agreeable to the SNDA parties:]

"(e) … in the event that all or any part of the Property is damaged by fire or other casualty, and Mortgagor promptly notifies Mortgagee of its desire to repair and restore the same, then provided that the following terms and conditions are and remain fully satisfied by Mortgagor, Mortgagee shall disburse insurance proceeds for repair and restoration of the Property against completed work in accordance with the construction loan disbursement conditions and requirements set forth in the Loan Agreement; otherwise, and to the extent of any excess proceeds, Mortgagee shall have the right to apply the proceeds toward reduction of the Liabilities:

(i) no Event of Default or event which, with the giving of notice or the passage of time or both, would constitute an Event of Default, under any of the Loan Documents shall exist;

(ii) Mortgagor shall have delivered evidence satisfactory to Mortgagee that the Property can be fully repaired and restored prior to the scheduled maturity of the Notes;

(iii) the work is performed under a construction contract satisfactory to Mortgagee in accordance with plans and specifications and a budget satisfactory to Mortgagee and in compliance with all Legal Requirements (Mortgagor hereby agreeing that the Contractor is acceptable to Mortgagee as the general contractor under such construction contract);

(iv) Mortgagor shall have deposited with Mortgagee for disbursement in connection with the restoration of the greater of: (1) the applicable deductible under the insurance policies covering the loss; or (2) the amount by which the cost of restoration of the Property to substantially the same value, condition and character as existed prior to such damage is estimated by Mortgagee to exceed the net insurance proceeds available for restoration; and

(v) Mortgagor has paid as and when due all of Mortgagee's cost and expenses incurred in connection with the collection and disbursement of insurance proceeds, including without limitation, inspection, monitoring, engineering and legal fees. If not paid on demand, and at Mortgagee's option, such costs may be deducted from the disbursements made by Mortgagee or added to the sums secured by this Mortgage in accordance with the provisions of Section1 hereof. "

EXHIBIT 10.02

Form of Tenant Estoppel Certificate

The undersigned ("Tenant") hereby certifies to _____ and _____ (collectively, the "Recipients"), as follows:

1. Lease. Tenant is the current tenant under that certain Lease dated _____, 20___ (the "Original Lease") by and between _____ ("Landlord") and Tenant, pursuant to which Tenant leases approximately _____ square feet (the "Premises") in the building [to be] located at _____ (the "Building"), which Lease is guaranteed by _____ pursuant to the Guaranty (as defined in the Lease).

2. No Modifications. The Original Lease and Guaranty have not been modified, changed, altered, supplemented, amended or terminated in any respect, except as indicated below (if none, please state "none"; the Original Lease, as modified, changed, altered, supplemented or amended as indicated below, is referred to collectively as the "Lease"):

_____

_____

_____

_____

3. Copy. A true, correct and complete copy of the Lease and Guaranty are attached hereto.

4. Validity. The Lease represents the valid and binding obligation of Tenant in accordance with its terms and is in full force and effect on the date hereof. The Guaranty represents the valid and binding obligation of Guarantor in accordance with its terms and is in full force and effect on the date hereof. The Lease represents the entire agreement and understanding between Landlord and Tenant with respect to the Premises, the Building and the land on which the Building is situated. Except as expressly set forth in the Lease, Tenant has no right under the Lease to terminate all or any portion of the Lease.

5. No Concessions. Except as set forth in the Lease, Tenant is not entitled to, and has made no agreement with Landlord or its agents or employees concerning, free rent, partial rent, rebate of rent payments, credit or offset or reduction in rent, or any other type of rental concession including, without limitation, lease support payments, lease buy-outs, or assumption of any leasing or occupancy agreements of Tenant.

6. Term. Except for _____, all conditions precedent to the commencement of the initial term of the Lease have been fully satisfied or waived. The initial term of the Lease began on _____, 20___. The termination date of the present term of the Lease, excluding unexercised renewal terms, is _____, 20___, or, if the commencement date has not yet been set, _____ Lease Years after the commencement date. [IF TRUE: The commencement date has occurred and Tenant has accepted possession of and currently occupies the entire Premises. Tenant has not

sublet all or any portion of the Premises to any sublessee, has not assigned, transferred, mortgaged, hypothecated or otherwise encumbered any of its rights or interests under the Lease and has not entered into any license or concession agreements with respect thereto, except for the following in accordance with the Lease: _____.]

7. Options. Except as set forth in the Lease, Tenant has no outstanding options or rights to renew or extend the term of the Lease, or expansion options, or cancellation options, rights of first refusal, or rights of first offer to lease other space within the Building. Tenant has no outstanding options, rights of first refusal or rights of first offer to purchase the Premises or any part thereof or all or any part of the Building and/or the land on which the Building is situated.

8. Rents. The obligation to pay rent began (or begins) on _____, 20__. The current monthly base rent payable under the Leases is $_____. The monthly base rental payment (excluding pass through charges) has been paid through the month of _____, ____. Tenant is also obligated to pay its proportionate share of ad valorem taxes, insurance and operating expenses on the Building, to the extent provided in the Leases. Tenant's estimated share of ad valorem taxes, insurance and operating expenses on the Building has been paid by Tenant through _____, ____. Except for payments of its estimated share of ad valorem taxes, insurance and operating expenses being paid in accordance with the Lease, no rent (excluding security deposits described in Paragraph 9 below) has been paid more than one (1) month in advance of its due date.

9. Security Deposits. Tenant's security deposit, if any, which has been previously deposited with Landlord is $_____ (if none, please state "none"). The security deposit ____ is, or ____ is not, represented by a letter of credit.

10. No Default. No event has occurred and no condition exists that constitutes, or that with the giving of notice or the lapse of time or both, would constitute, a default by Landlord or, to the best knowledge of Tenant, Tenant under the Lease except _____. As of the date set forth below, to the best knowledge of Tenant, Tenant has no existing claims against Landlord or defenses to the enforcement of the Lease by Landlord and Tenant is not currently entitled to any rent abatements or offsets against the rents owing under the Lease except _____.

11. Allowances. All required allowances, contributions or payments (whether or not currently due and payable) by Landlord to Tenant on account of Tenant's tenant improvements have been received by Tenant and all of Tenant's tenant improvements have been completed in accordance with the terms of the Lease, except as indicated below (if none, please state "none"):

_____

_____

_____

_____

To the best knowledge of Tenant, Tenant's current use and operation of the Premises complies with all covenants and operating requirements in the Lease.

12. No Bankruptcy Proceedings. No voluntary actions or, to Tenant's best

knowledge, involuntary actions are pending against Tenant or Guarantor under the bankruptcy, insolvency, or reorganization laws of the United States or any state thereof.

13. Environmental Matters. Tenant has received no notice by any governmental authority or person claiming a violation of, or requiring compliance with, any federal, state or local statute, ordinance, rule, regulation or other requirement of law, for environmental contamination at the Premises and no hazardous, toxic or polluting substances or wastes have been generated, treated, manufactured, stored, refined, used, handled, transported, released, spilled, disposed of or deposited on, in or under the Premises.

14. Financial Test. As of the date hereof, Tenant and Guarantor's unrestricted cash, cash equivalents, and short-term investments as determined in accordance with generally accepted accounting principles, consistently applied, collectively equal at least $75,000,000 in United States dollars.

15. Address. The current address for notices to be sent to Tenant under the Lease is set forth below. The current address for notices to be sent to Guarantor under the Guaranty is set forth below.

16. Reliance. Tenant and Guarantor acknowledge that the Recipients have or will hereafter acquire an interest in the Landlord or the Property and/or loan money to the Landlord in connection with the Property, and that the Recipients are relying upon this Tenant's Estoppel Certificate in connection therewith. Tenant and Guarantor further acknowledge that this Tenant's Estoppel Certificate may be relied upon by, and inures to the benefit of, the Recipients and each of their respective partners, successors and assigns.

17. Authority. The undersigned is duly authorized to execute this Tenant's Estoppel Certificate on behalf of Tenant or Guarantor, as applicable.

18. Accuracy. The information contained in this Tenant's Estoppel Certificate is true, correct and complete as of the date below written.

Executed as of the ___ day of _____, ____.

TENANT:

By: _____
Name: _____
Title: _____

Tenant's Current Address for Notices:

_____
_____
_____

Acknowledged and Agreed:

GUARANTOR:

By:
Name:
Title:

Guarantor’s Current Address for Notices:

EXHIBIT 20.10

Parking Areas

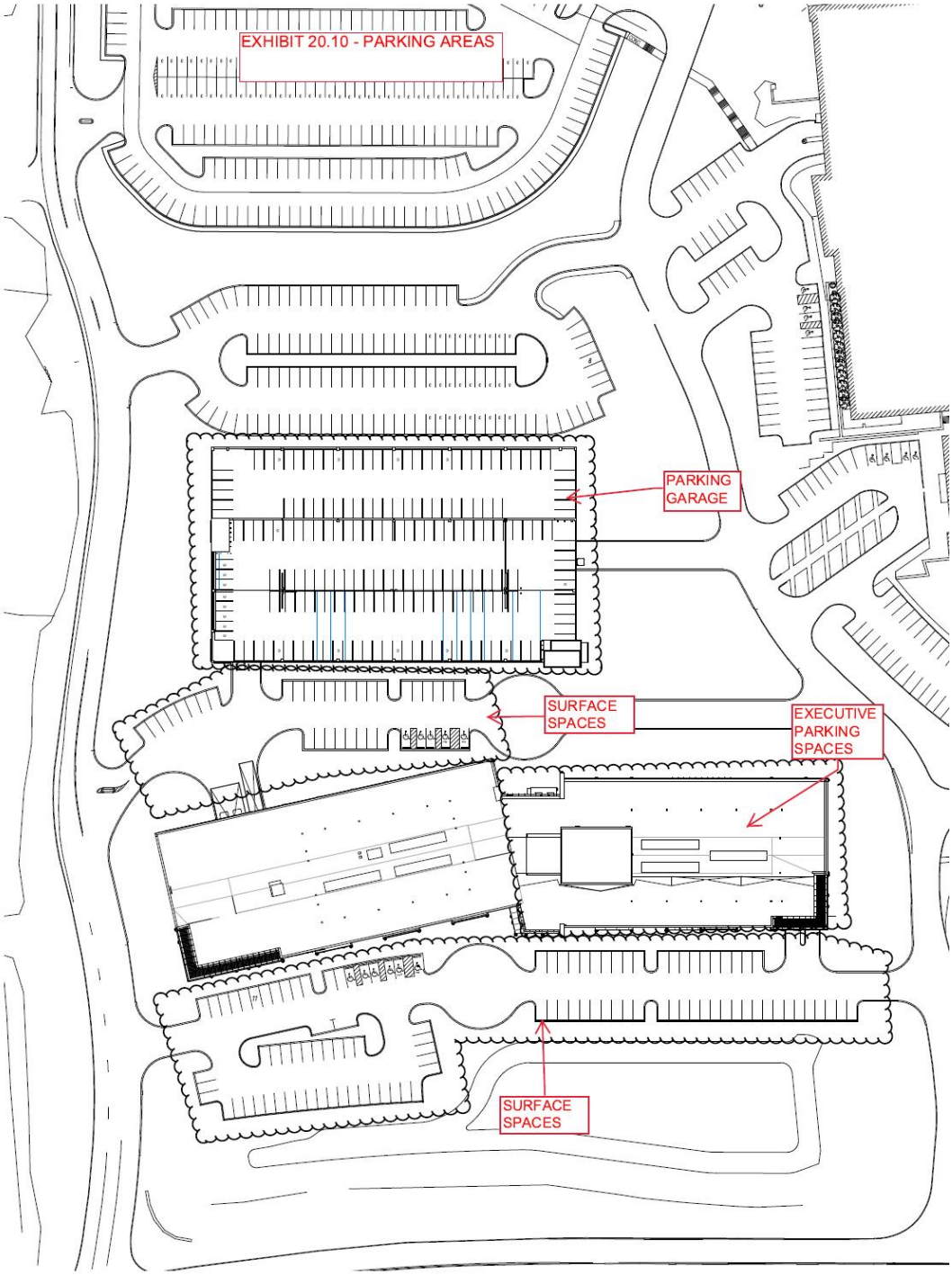


EXHIBIT 20.10 - PARKING AREAS
PARKING GARAGE
SURFACE SPACES
EXECUTIVE PARKING SPACES
SURFACE SPACES

EXHIBIT 20.11

No Build Area

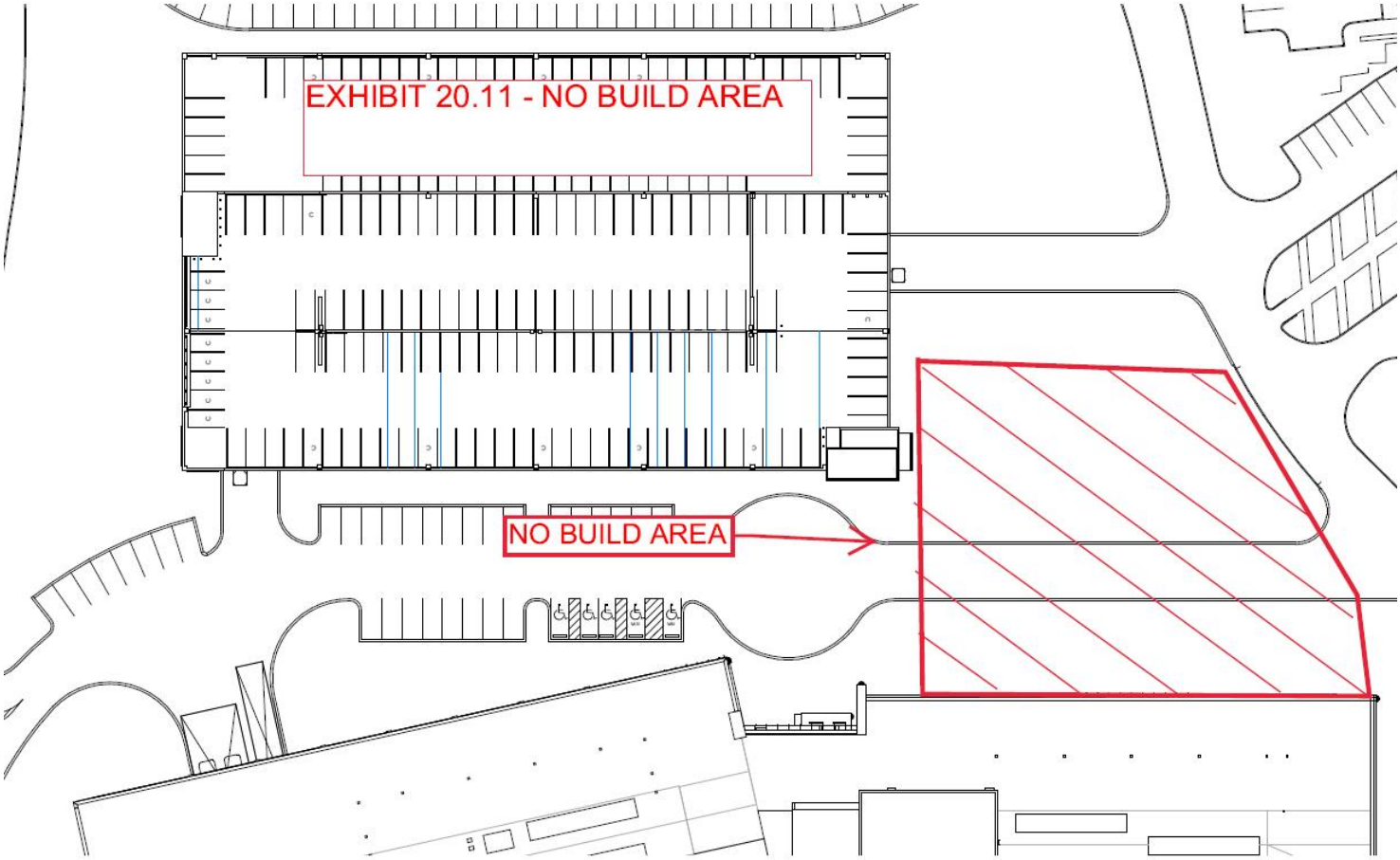
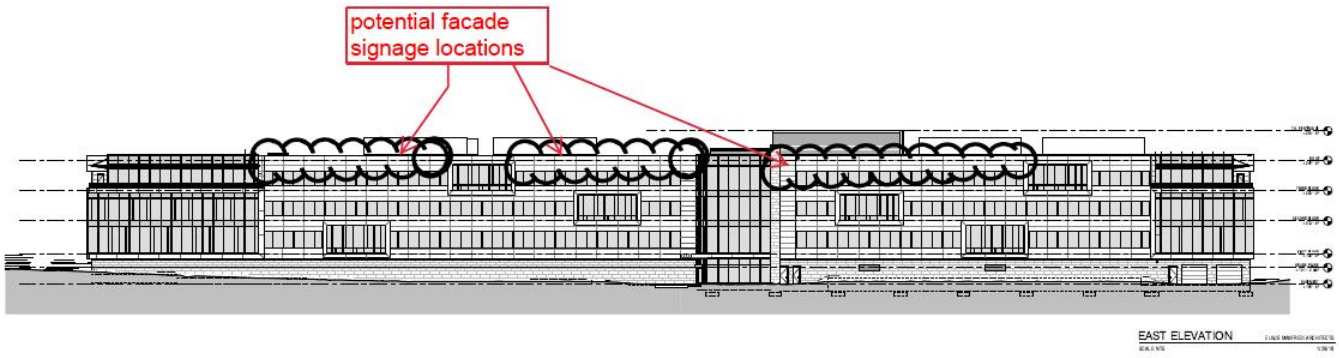


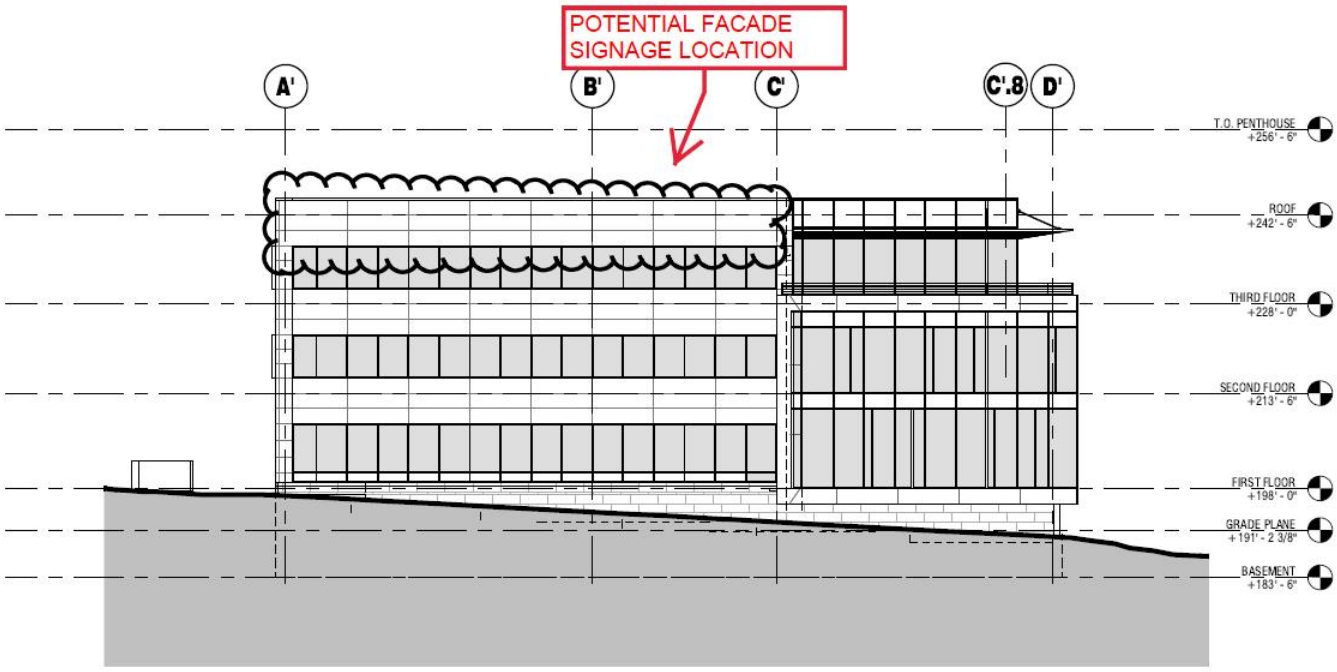
EXHIBIT 20.11 - NO BUILD AREA
NO BUILD AREA

EXHIBIT 20.12

Signage

Exhibit 20.12 Signage





SOUTH ELEVATION

SCALE: NTS

ELKUS MANFREDI ARCHITECTS

2/16/18

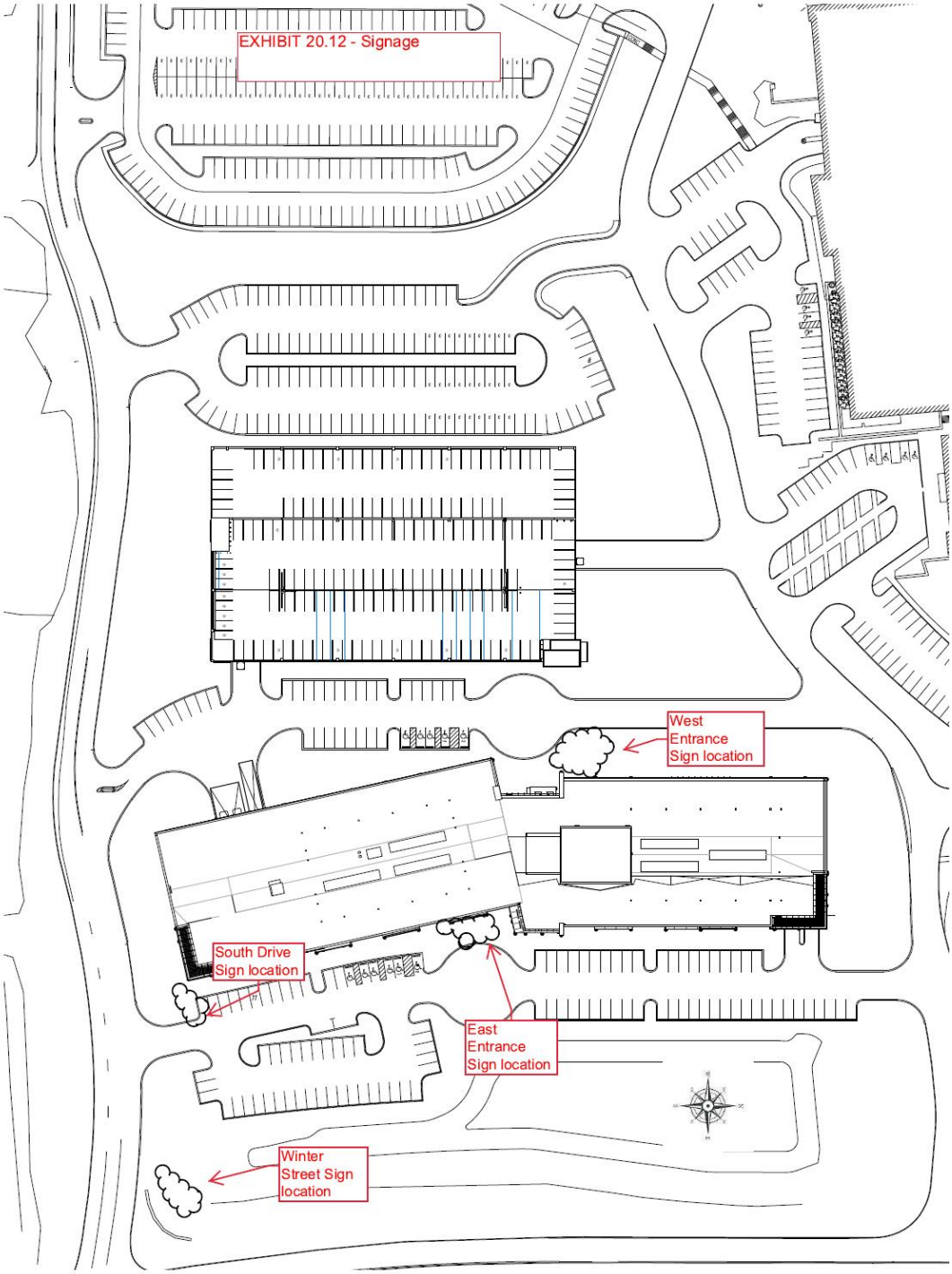


EXHIBIT 20.12 - Signage
West
Entrance
Sign location
South Drive
Sign location
East
Entrance
Sign location
Winter
Street Sign
location

EXHIBIT 24.01

Guaranty

900 Winter Street
Waltham, Massachusetts, USA

Guaranty dated as of January __, 2018, by the undersigned Alkermes PLC, a company registered under the laws of Ireland with company number 498284 and having its registered office at Connaught House, 1 Burlington Road, Dublin, 4 (the "Guarantor").

BACKGROUND

PDM 900 Unit, LLC ("Landlord") and Alkermes, Inc. ("Tenant") are parties to a Lease dated as of January __, 2018 (as the same may hereafter be amended, the "Lease") for certain premises at a building to be known as 900 Winter Street, Waltham, Massachusetts. Tenant is a subsidiary of Guarantor. Guarantor is entering into this Guaranty in connection with the execution and delivery of the Lease.

AGREEMENT

1. Guarantor hereby unconditionally guarantees to Landlord, its successors and assigns, upon Landlord's first demand, the full payment of all amounts payable by Tenant, its successors and assigns under the Lease and performance and observance of all the covenants, conditions and agreements in the Lease provided to be performed and observed by Tenant, its successors and assigns, whether now existing or hereafter arising, for the entire term of the Lease, as it may be extended (the "Term"), and to any holdover term thereafter, for the entire Premises. Guarantor waives notice of non-payment of rent, additional charges, or any other amounts to be paid by Tenant under the Lease, and waives notice of default or non-performance of any of Tenant's other covenants, conditions and agreements contained in the Lease. Guarantor further waives, to the fullest extent permitted by law, any and all legal, equitable and/or surety defenses whatsoever to which Guarantor might otherwise be entitled, provided that Guarantor shall have the benefit of any defense that would be available to Tenant under the Lease (including without limitation the defense of performance) except for any defenses that would arise by virtue of Tenant being adjudged bankrupt or insolvent.

2. Guarantor agrees that its liability under this Guaranty shall be primary and joint and several with Tenant and that in any right of action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed against Guarantor, without having commenced any action or having obtained any judgment against Tenant. This Guaranty is an absolute and unconditional guaranty of payment (and not merely of collection) and of performance of all obligations under the Lease.

3. The individual(s) executing this Guaranty on behalf of Guarantor represents and warrants to Landlord, as an inducement for Landlord to enter into and execute the Lease, that

such individual is duly authorized to execute and deliver this Guaranty on behalf of Guarantor, that this Guaranty is a valid and binding obligation of Guarantor enforceable in accordance with its terms, and that this Guaranty violates no law, rule, regulation, agreement or contract applicable to or binding on Guarantor.

4. Guarantor further agrees as follows:

a. Any and all claims of any nature which Guarantor may now or hereafter have against Tenant are hereby subordinated to the full and final payment to Landlord and performance of all other obligations under the Lease and under this Guaranty. Without limiting the generality of the foregoing, prior to the full and final payment and performance of all obligations under the Lease and under this Guaranty, Guarantor agrees that he or she shall not: (i) make any claim of liability of Tenant to Guarantor or assert any set-off or counterclaim against Tenant whether by reason of paying any sum due or recoverable under this Guaranty (whether or not demanded by Landlord); or (ii) attempt to prove in competition with Landlord any claim regarding any payment made under this Guaranty. To the extent that the exercise by Guarantor of any such right would impair the ability of Tenant to fully perform and observe all the covenants and conditions in the Lease on the Tenant's part to be performed and observed, Guarantor waives any rights of subrogation, any rights to enforce any right or remedy of Landlord against Tenant, and any right to participate in any collateral held or payment received by Landlord until such full and final cash payment is made.

b. In the event of avoidance, disgorgement, reduction, reconveyance or recovery of any payment from Tenant to Landlord as a preference under any laws relating to the bankruptcy, reorganization or liquidation of debtors, or as a so-called fraudulent conveyance, or under any other applicable law, Landlord shall be entitled to recover on demand the amount of such payment from Guarantor as if such payment had never been made by Tenant.

c. Guarantor represents and warrants to Landlord, as an inducement for Landlord to enter into and execute the Lease, that Guarantor has a financial interest in the Tenant.

5. Guarantor further agrees to be responsible to the Landlord for any reasonable expenses, including reasonable attorneys' fees, incurred by Landlord in successfully enforcing any obligations of Guarantor under this Guaranty.

6. Guarantor's liability hereunder shall be ascertained as though the Guarantor was itself the tenant under the Lease, jointly and severally with Tenant, and the Guarantor's obligations hereunder shall not be affected or impaired by any relief of Tenant from Tenant's obligations under the Lease by operation of law or otherwise including, without limitation, in connection with proceedings under the bankruptcy laws now or hereafter enacted, or similar laws for the relief of debtors. Guarantor expressly agrees that the validity of this Guaranty and the obligations of Guarantor under this Guaranty shall not be terminated, diminished, discharged, released, or in any way affected or impaired by reason of (a) any amendment to the Lease or any assignment, sublease, or other transfer of any interest in the Lease from time to time (all of which may be given or done by Landlord from time to time without notice to Guarantor and

Guarantor hereby agreeing that its obligations under this Guaranty shall continue in full force and effect with respect to the Lease as the same may hereafter be amended, assigned, subleased, or otherwise transferred from time to time), or (b) any relief or discharge of Tenant from, or any limitation of Tenant's liability for, any of Tenant's obligations under the Lease by operation of law or otherwise, including, without limitation, in connection with any proceedings under the bankruptcy laws now or hereafter enacted or similar laws for the relief of debtors, any rejection or termination of the Lease in any such proceedings, and any limitation of Tenant's liability for its obligations or damages under the Lease under such bankruptcy or similar laws. Guarantor's obligations under this Guaranty for the guaranteed Lease obligations shall survive the expiration or earlier termination of the Lease.

7. Guarantor hereby irrevocably and unconditionally submits to personal jurisdiction in The Commonwealth of Massachusetts over any suit, action or proceeding arising out of this Guaranty or out of the Lease, and Guarantor hereby waives any right to object to personal jurisdiction within The Commonwealth of Massachusetts. The initiation of any suit, action or proceeding by Landlord against any Guarantor or any property of Guarantor in any other jurisdiction shall not constitute a waiver of the agreements contained herein that the law of The Commonwealth of Massachusetts shall govern the rights of Landlord and the rights and obligations of Guarantor under this Guaranty, and that Guarantor submits to personal jurisdiction within The Commonwealth of Massachusetts. Guarantor hereby waives any right to a trial by jury for any claim arising under this Guaranty.

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

9. Guarantor further expressly agrees that the validity of this Guaranty and the obligations of Guarantor under this Guaranty shall not be terminated or in any way affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease, or by reason of the waiver or failure by Landlord to enforce any of the terms, covenants or conditions of the Lease, this Guaranty, or any other guaranty of the Lease (if any), or by reason of the granting of any indulgence or extension to Tenant, or Guarantor, or to any other guarantor (if any), all of which may be given or done by Landlord from time to time without notice to Guarantor.

10. This Guaranty shall be governed by the laws of the Commonwealth of Massachusetts (other than with respect to principles of conflicts of laws thereunder), except that issues relating to this arbitration clause and any arbitration hereunder shall be governed by the Federal Arbitration Act, Chapters 1 and 2. Any controversy or claim arising out of or relating to this Guaranty shall be determined by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association. In the event of any such election the following provisions shall apply. There shall be one (1) arbitrator. The place of the arbitration shall be (and the hearings shall be conducted in) Boston, Massachusetts. Judgment on the award(s) rendered by the arbitrator may be entered into any court having jurisdiction thereof. Guarantor

hereby waives all objection which it may have at any time to the laying of venue of any proceedings brought in such courts, waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object with respect to such proceedings that any such court does not have jurisdiction over such party.

10. Guarantor appoints Douglas McLaughlin, having an address at c/o Langer & McLaughlin, LLP, 535 Boylston Street, Ste3, Boston, MA 02116, as Guarantor's agent for service of process in any action under this Guaranty. Nothing in this paragraph shall be deemed to restrict or otherwise limit Landlord's right to initiate proceedings before the competent courts of Ireland in order to obtain injunctive or interim measures, including without limitation an action to obtain provisional payment under the present Guaranty, as the case may be. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in one of the manners specified in this Guaranty, or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon the person of Guarantor in any such court.

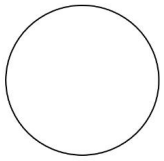
12. Guarantor shall execute any re-certifications or reaffirmations of this Guaranty from time to time requested by Landlord.

13. Capitalized terms used and not defined in this Guaranty shall have the same meanings as in the Lease.

Executed as a sealed Massachusetts instrument.

GUARANTOR:

GIVEN under the Common Seal of
ALKERMES PLC
and **DELIVERED** as a deed:



_____
Director

_____
Director / Secretary

SECRETARY'S CERTIFICATE

I, _____, Secretary of _____, hereby certify that by unanimous consent of the _____ of said _____ (the "Company"), approval was given for the Company, as Tenant, to enter into a Lease with _____, as Landlord, for certain premises located in a building known as _____, a copy of which is attached hereto and made a part hereof.

I further certify that _____, _____ of the Company, has authority to execute and deliver to the Landlord said Lease on behalf of the Company upon the above terms.

Witness the hand and seal of the Company as of _____, 20__.

_____
_____, Secretary

EXHIBIT 25.01

Proposed Additional Building

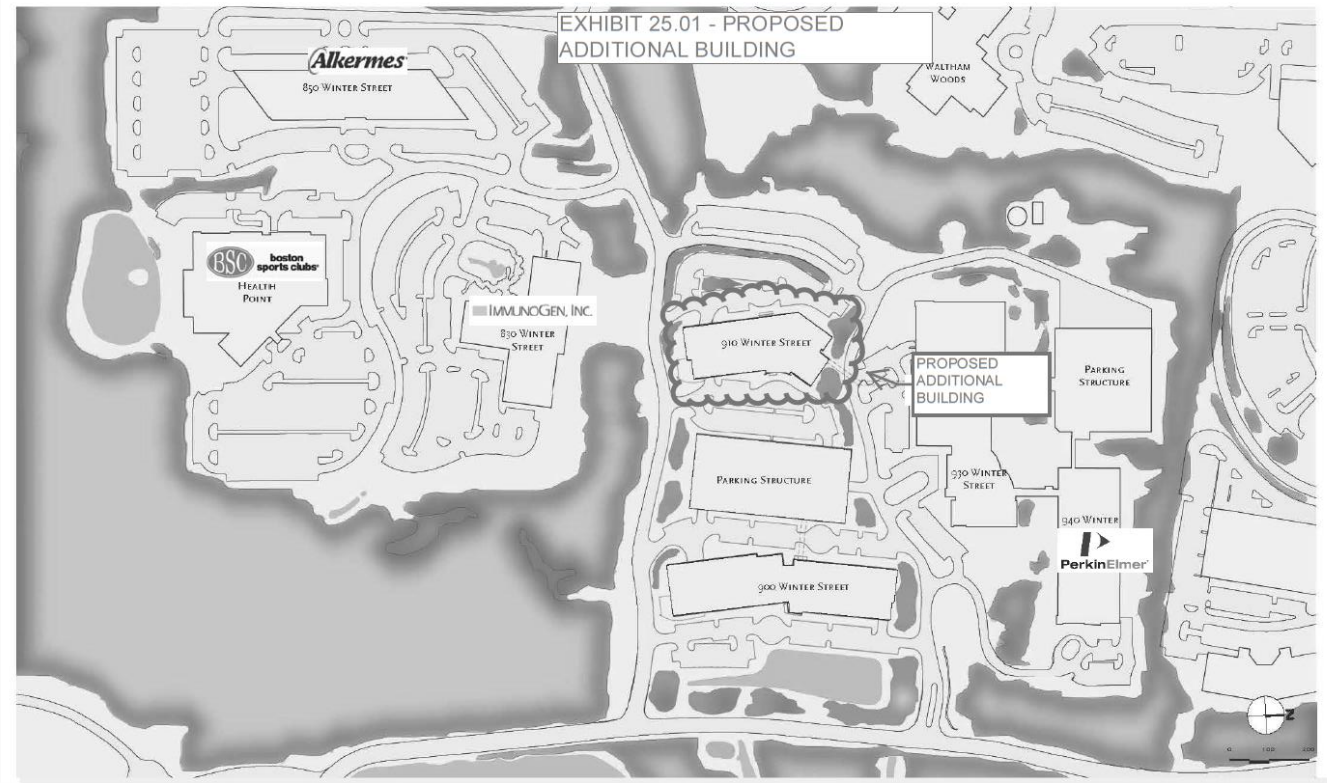


EXHIBIT 25.01 - PROPOSED ADDITIONAL BUILDING
Alkermes
850 Winter Street
Waltham Woods
BSC boston sports clubs
Health Point
IMMUNOGEN, INC.
830 Winter Street
910 Winter Street
PROPOSED ADDITIONAL BUILDING
Parking Structure
Parking Structure
930 Winter Street
940 Winter
PerkinElmer
900 Winter Street

EXHIBIT 26.01-1

Executive Parking Garage Converted Office Space

EXHIBIT 26.01-1 CONVERTED OFFICE SPACE

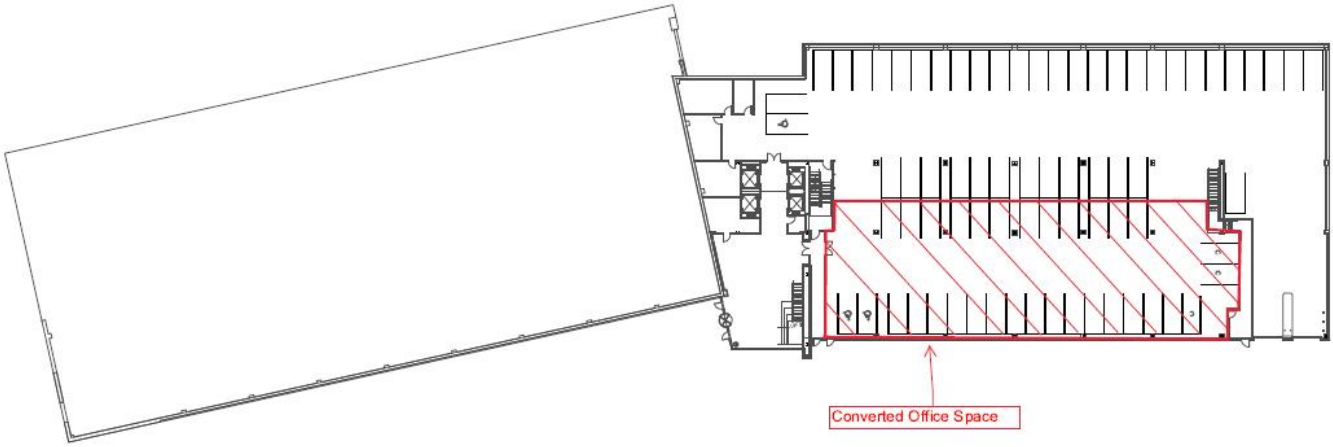


EXHIBIT 26.01-2

Executive Parking Garage Converted Office Space Budget

To be agreed upon and attached by the parties within 10 days following the Effective Date

AMENDMENT NO. 5 TO AMENDED AND RESTATED CREDIT AGREEMENT

AMENDMENT NO. 5 TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") dated as of March 26, 2018 is entered into by and among Alkermes, Inc., a corporation organized under the laws of the Commonwealth of Pennsylvania (the "Borrower"), Alkermes plc, a company incorporated under the laws of the Republic of Ireland ("Holdings"), Alkermes Pharma Ireland Limited, a private limited company organized under the laws of the Republic of Ireland and a wholly-owned indirect subsidiary of Holdings ("Intermediate Holdco"), Alkermes US Holdings, Inc., a Delaware corporation and a wholly-owned indirect subsidiary of Holdings ("Holdco"), each of the Guarantors listed on the signature pages hereto, Morgan Stanley Senior Funding, Inc., as administrative agent (in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, the "Collateral Agent"), and the Lenders party hereto. Capitalized terms not otherwise defined in this Amendment have the same meanings as specified in the Credit Agreement (as defined below).

PRELIMINARY STATEMENTS:

(1) WHEREAS, the Borrower, Holdings, Intermediate Holdco, Holdco, the Guarantors party thereto, the Administrative Agent and Collateral Agent, Morgan Stanley Senior Funding, Inc., Citigroup Global Markets, Inc. and JPMorgan Chase Bank, N.A., as co-syndication agents, the several banks and other financial institutions or entities from time to time party thereto and the other parties from time to time party thereto entered into that certain Amended and Restated Credit Agreement, initially dated as of September 16, 2011, as amended and restated on September 25, 2012, as amended by that certain Amendment No. 2 on February 14, 2013, as amended by that certain Amendment No. 3 and Waiver on May 22, 2013 and as amended by that certain Amendment No. 4 on October 12, 2016 (such Amended and Restated Credit Agreement, as in effect immediately prior to giving effect to this Amendment, the "Existing Credit Agreement" and the Existing Credit Agreement as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

(2) WHEREAS, the Borrower has requested that the outstanding 2021 Term Loans be refinanced with a new tranche of Replacement Term Loans pursuant to a new term facility (the "2023 Term Facility") in accordance with Section 10.1 of the Existing Credit Agreement by obtaining Replacement Term Loans (such Term Loans, collectively, and including for the avoidance of doubt, Term Loans that are continued, converted, exchanged or rolled into Replacement Term Loans pursuant to this Amendment, the "2023 Term Loans" and such refinancing, the "Fifth Amendment Refinancing");

(3) WHEREAS, each existing 2021 Term Lender that executes and delivers a Lender Addendum (Cashless Roll) attached hereto as Exhibit A (a "Lender Addendum (Cashless Roll)") and in connection therewith agrees to continue all of its outstanding 2021 Term Loans as 2023 Term Loans (such continued 2021 Term Loans, the "Continued Term Loans", and such Lenders, collectively, the "Continuing Term Lenders") will thereby (i) agree to the terms of this

Amendment and (ii) agree to continue all of its existing 2021 Term Loans (such existing 2021 Term Loans, the "Existing Term Loans", and the Lenders of the Existing Term Loans, collectively, the "Existing Term Lenders") outstanding on the Fifth Amendment Effective Date (as defined below) as 2023 Term Loans in a principal amount equal to the aggregate principal amount of such 2021 Term Loans so continued (or such lesser amount as notified to such Lender by the Administrative Agent prior to the Fifth Amendment Effective Date);

(4) WHEREAS, each Person (other than a Continuing Term Lender in its capacity as such) that executes and delivers a Lender Addendum (Additional Term Lender) attached hereto as Exhibit B (a "Lender Addendum (Additional Term Lender)" and, together with a Lender Addendum (Cashless Roll), a "Lender Addendum")) and agrees in connection therewith to make a 2023 Term Loan (collectively, the "Additional Term Lenders") will thereby (i) agree to the terms of this Amendment and (ii) commit to make a 2023 Term Loan to the Borrower on the Fifth Amendment Effective Date (the "Additional Term Loans") in such amount (not in excess of any such commitment) as is determined by the Administrative Agent and notified to such Additional Term Lender and the aggregate proceeds of the Additional Term Loans will be used by the Borrower to repay in full the outstanding principal amount of the 2021 Term Loans that are not continued as 2023 Term Loans by the Continuing Term Lenders;

(5) WHEREAS, the Continuing Term Lenders and the Additional Term Lenders (collectively, the "2023 Term Lenders") are severally willing to continue their Existing Term Loans as 2023 Term Loans and/or to make 2023 Term Loans, as the case may be, subject to the terms and conditions set forth in this Amendment; and

(6) WHEREAS, immediately following the effectiveness of the Fifth Amendment Refinancing, the Borrower, the Administrative Agent and the 2023 Term Lenders (which 2023 Term Lenders constitute all Term Lenders after giving effect to the Fifth Amendment Refinancing) desire to make certain other changes to the terms of the Existing Credit Agreement pursuant to Section 10.1 of the Existing Credit Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto hereby agree as follows:

SECTION 1. Amendments to Existing Credit Agreement.

(a) The Existing Credit Agreement is, effective as of the Fifth Amendment Effective Date, and subject to the satisfaction of the conditions precedent set forth in Section 4, hereby amended to delete the struck text (indicated textually in the same manner as the following example: ~~struck text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the selected pages of the Amended Credit Agreement attached as Annex A hereto, except that any Schedule, Exhibit or other attachment to the Credit Agreement not amended pursuant to the terms of this Amendment or otherwise included as part of said Annex A shall remain in effect without any amendment or other modification thereto (other than as provided in Section 4 below). The Existing Credit Agreement is deemed to be amended initially pursuant to the fourth paragraph of Section 10.1 (in respect of Replacement Loans) of the Existing Credit Agreement to effect the Fifth Amendment Refinancing

and then to be amended pursuant to the first paragraph of Section 10.1 to effect the other modifications set forth in the Amended Credit Agreement.

SECTION 2. 2023 Term Loans.

(a) Subject to the terms and conditions set forth herein (i) each Continuing Term Lender agrees to continue all (or such lesser amount as notified to such Lender by the Administrative Agent prior to the Fifth Amendment Effective Date) of its Existing Term Loans as a 2023 Term Loan on the Fifth Amendment Effective Date in a principal amount equal to such Continuing Term Lender's 2023 Term Loan Commitment (as defined below) and (ii) each Additional Term Lender agrees to make a 2023 Term Loan on such date to the Borrower in a principal amount equal to such Additional Term Lender's 2023 Term Loan Commitment. For purposes hereof, a Person shall become a party to the Credit Agreement (as amended hereby) and a 2023 Term Lender as of the Fifth Amendment Effective Date by executing and delivering to the Administrative Agent, on or prior to the Fifth Amendment Effective Date, a Lender Addendum (Additional Term Lender) in its capacity as a 2023 Term Lender. For the avoidance of doubt, the Existing Term Loans of a Continuing Term Lender must be continued in whole and may not be continued in part unless approved by the Administrative Agent. Each Additional Term Lender will make a 2023 Term Loan on the Fifth Amendment Effective Date to the Borrower in an amount equal to its 2023 Term Loan Commitment.

(b) The "2023 Term Loan Commitment" (i) of any Continuing Term Lender will be the amount of its Existing Term Loans as set forth in the Register as of the Fifth Amendment Effective Date (or such lesser amount as notified to such Lender by the Administrative Agent prior to the Fifth Amendment Effective Date), which shall be continued as an equal amount of 2023 Term Loans, and (ii) of any Additional Term Lender will be such amount (not exceeding any commitment offered by such Additional Term Lender) allocated to it by the Lead Arrangers and notified to it on or prior to the Fifth Amendment Effective Date. The commitments of the Additional Term Lenders and the continuation undertakings of the Continuing Term Lenders are several. Upon the provision of, or the continuation of, the Existing Term Loans, as applicable, as 2023 Term Loans on the Fifth Amendment Effective Date, the 2023 Term Loans shall be ABR Loans or LIBOR Rate Loans, as the case may be, of the Type and with the Interest Period(s) as set forth in the notice of borrowing to be delivered pursuant to Section 4(k) hereof. Thereafter, the 2023 Term Loans may from time to time be ABR Loans or LIBOR Rate Loans, as determined by the Borrower and notified to the Administrative Agent as contemplated by Section 3.3 of the Credit Agreement. The Continuing Term Lenders hereby waive the benefits of Section 3.11 of the Credit Agreement with respect to their 2021 Term Loans.

(c) The obligation of each 2023 Term Lender to make, or be deemed to make by continuation, as applicable, 2023 Term Loans on the Fifth Amendment Effective Date is subject to the satisfaction of the conditions set forth in Section 4 of this Amendment.

(d) The continuation of Continued Term Loans may be implemented pursuant to other procedures specified by the Lead Arrangers and the Administrative Agent, including by

repayment of Continued Term Loans of a Continuing Term Lender followed by a subsequent assignment to it of 2023 Term Loans in the same amount.

(e) For the avoidance of doubt, the Lenders hereby acknowledge and agree that, at the sole option of the Lead Arrangers, any Lender with Existing Term Loans that are prepaid as contemplated hereby shall, automatically upon receipt of the amount necessary to purchase such Lender's Existing Term Loans so replaced, at par, and payment of all accrued and unpaid interest thereon, be deemed to have assigned such Loans pursuant to an Assignment and Assumption and, accordingly, no other action by the Lenders, the Administrative Agent or the Loan Parties shall be required in connection therewith. The Lenders hereby agree to waive the notice requirements of Sections 3.1 and 3.2 of the Credit Agreement in connection with the prepayment or replacement of Existing Term Loans contemplated hereby.

SECTION 3. Reference to and Effect on the Loan Documents.

(a) This Amendment shall constitute a Loan Document for purposes of the Credit Agreement and the other Loan Documents, and on and after the Fifth Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to "the Credit Agreement", "the First-Lien Credit Agreement," "the Amended and Restated Credit Agreement," "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended by this Amendment (the "Amended Credit Agreement").

(b) The Amended Credit Agreement, and the other Loan Documents are, and shall continue to be, in full force and effect, and are hereby in all respects ratified and confirmed.

(c) Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under the Credit Agreement or any other Loan Document, nor shall it constitute a waiver of any provision of the Credit Agreement or any Loan Document.

(d) Each of the Guarantors and Holdings hereby consents to the amendments to the Credit Agreement effected hereby, and hereby confirms, acknowledges and agrees that, (a) notwithstanding the effectiveness of this Amendment and the Fifth Amendment Refinancing, the obligations of such Guarantor contained in any of the Loan Documents to which it is a party are, and shall remain, in full force and effect and are hereby ratified and confirmed in all respects, except that, on and after the Fifth Amendment Effective Date, each reference in the Loan Documents to "the Credit Agreement", "the First-Lien Credit Agreement," "the Amended and Restated Credit Agreement," "thereunder", "thereof" or words of like import shall mean and be a reference to the Amended Credit Agreement, (b) the pledge and security interest in the Collateral granted by it pursuant to the Security Documents to which it is a party shall continue in full force and effect and (c) such pledge and security interest in the Collateral granted by it pursuant to such

Security Documents shall continue to secure the Obligations purported to be secured thereby, as amended or otherwise affected hereby.

SECTION 4. Conditions of Effectiveness. This Amendment shall become effective as of the date (the "Fifth Amendment Effective Date") on which each of the following conditions shall have been satisfied (or waived):

(a) Executed Counterparts of the Amendment. The Administrative Agent (or its counsel) shall have received (i) counterparts to this Amendment, duly executed (or written evidence reasonably satisfactory to the Administrative Agent that such party has executed this Amendment) from each of Holdings, the Borrower and the other Loan Parties, (ii) a Lender Addendum (Cashless Roll) duly executed (or written evidence reasonably satisfactory to the Administrative Agent that such party has executed the Lender Addendum (Cashless Roll)) by the Continuing Term Lenders and (iii) a Lender Addendum (Additional Term Lender) duly executed (or written evidence reasonably satisfactory to the Administrative Agent that such party has executed the Lender Addendum (Additional Term Lender)) by the Additional Term Lenders;

(b) Executed Counterparts of Foreign Law Documents. The Administrative Agent (or its counsel) shall have received fully executed copies of each of the Deed of Confirmation in respect of the Irish law Debentures and the Confirmation and Amendment Agreement in respect of the Luxembourg law share pledge agreement, each in form and substance reasonably satisfactory to the Administrative Agent;

(c) Expenses; Fees. The Borrower and its Subsidiaries shall have paid all fees due and payable on the Fifth Amendment Effective Date. The Administrative Agent shall have received all reasonable and documented out-of-pocket costs and expenses, invoices for which have been submitted prior to the Fifth Amendment Effective Date, required to be paid (including without limitation reasonable fees and disbursements of Shearman & Sterling LLP, counsel to the Administrative Agent and the Lead Arranger) under the Credit Agreement on or prior to the Fifth Amendment Effective Date;

(d) No Default. Immediately prior to and after giving effect to this Amendment, no event shall have occurred and be continuing that would constitute a Default or Event of Default under the Credit Agreement;

(e) Representations and Warranties. After giving effect to this Amendment, each of the representations and warranties made by any Loan Party in the Credit Agreement and the other Loan Documents shall be true and correct in all material respects (or in all respects where qualified by materiality or Material Adverse Effect) on and as of the Fifth Amendment Effective Date as if made on and as of such date (except (i) to the extent made as of a specific date, in which case such representation and warranty shall be true and correct in all material respects (or in all respects where qualified by materiality or Material Adverse Effect) on and as of such specific date and (ii) in the case of the representations and warranties made pursuant to Sections 4.15, 4.19 and 4.24 of the Credit Agreement (including in connection with the representations and warranties made pursuant to Section 4.1 of the Guarantee and Collateral Agreement) and Sections 4.5, 4.7, 4.10, 4.11 and 4.12 of the Guarantee and Collateral Agreement, such representations and

warranties shall be true and correct in all material respects (or in all respects where qualified by materiality or Material Adverse Effect) on and as of the Restatement Effective Date);

(f) Closing Certificate. The Administrative Agent shall have received a certificate, dated as of the Fifth Amendment Effective Date, signed by a Responsible Officer of the Borrower certifying as to compliance with the conditions precedent set forth in clauses (d) and (e) of this Section 4;

(g) Corporate Deliverables. The Administrative Agent shall have received (i) copies of the Organizational Documents of each Loan Party (including each amendment, supplement or other modification thereto) certified as of a date reasonably near the Fifth Amendment Effective Date as being a true, correct and complete copy thereof by the Secretary of State (or other applicable Governmental Authority of the jurisdiction in which each such Loan Party is organized), if any or by a manager of such Loan Party, (ii) a certified copy of the resolutions, in form and substance reasonably satisfactory to the Administrative Agent, of the board of directors, other managers or general partner of each Loan Party (or a duly authorized committee thereof) authorizing the execution, delivery and performance of this Amendment, and the performance of the Amended Credit Agreement and the other Loan Documents after giving effect to this Amendment, certified as of the Fifth Amendment Effective Date by a Responsible Officer of such Loan Party as being in full force and effect without modification or amendment, and (iii) good standing certificates (or equivalent document to the extent such concept or a similar concept exists under the laws of such jurisdiction) for each Loan Party for each jurisdiction in which such Loan Party is organized and, in the case of each Loan Party incorporated in Ireland, a certificate of a Responsible Officer of such Loan Party, dated as of the Fifth Amendment Effective Date, confirming that entry into this Amendment and the documents referred to in Section 4(b) above does not constitute "financial assistance" which is prohibited by Section 82 of the Companies Act 2014 of Ireland;

(h) Incumbency Certificates. The Administrative Agent shall have received such incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer of such Loan Party authorized to act as a Responsible Officer in connection with this Amendment and the other Loan Documents to which such Loan Party is a party;

(i) Legal Opinions. The Administrative Agent shall have received the legal opinions of (i) Cleary Gottlieb Steen & Hamilton LLP, New York counsel to the Loan Parties, (ii) Arthur Cox, Irish counsel to the Loan Parties, and (iii) Loyens & Loeff Luxembourg S.à.r.l., Luxembourg Counsel to the Loan Parties, each in form and substance reasonably satisfactory to the Administrative Agent;

(j) Upfront Fee. The Borrower shall have paid to the Administrative Agent, on or prior to the Fifth Amendment Effective Date, for the ratable account of the Continuing Term Lenders and the Additional Term Lenders, in immediately available funds denominated in Dollars, an upfront fee in an amount equal to 0.25% of the aggregate principal amount of all of the 2023

Term Loans (the "Upfront Fee"), it being understood that the Borrower shall have no liability to pay any of the Upfront Fee if the Fifth Amendment Effective Date does not occur;

(k) Borrowing Notice. The Borrower shall have delivered to the Administrative Agent a notice of borrowing for the 2023 Term Loans to be made on the Fifth Amendment Effective Date by 2:00 p.m., New York City time at least 1 Business Day prior to the Fifth Amendment Effective Date; and

(l) the Borrower shall have paid to the Administrative Agent for the account of the Existing Term Lenders an amount equal to all accrued but unpaid interest on the 2021 Term Loans held by the Existing Term Lenders immediately prior to giving effect to this Amendment to, but not including, the Fifth Amendment Effective Date.

SECTION 5. Costs and Expenses. The Borrower agrees that all reasonable out-of-pocket expenses incurred by the Administrative Agent in connection with the preparation, execution, delivery and administration, modification and amendment of this Amendment and the other instruments and documents to be delivered hereunder or in connection herewith (including, without limitation, the reasonable fees, charges and disbursements of Shearman & Sterling LLP, counsel for the Administrative Agent), are expenses that the Borrower is required to pay or reimburse pursuant to Section 10.5 of the Credit Agreement.

SECTION 6. Miscellaneous.

(a) Execution in Counterpart. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopier or other electronic means shall be effective as delivery of a manually executed counterpart of this Amendment.

(b) Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Headings. The headings listed herein are for convenience only and do not constitute matters to be construed in interpreting this Amendment.

(d) Waiver & Modification. No provision of this Amendment may be modified, altered or otherwise amended, except by an instrument in writing executed by each of the parties hereto.

(e) GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(f) WAIVER OF RIGHT OF TRIAL BY JURY. EACH PARTY TO THIS AMENDMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AMENDMENT, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL

TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THE AMENDED CREDIT AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 5 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(g) SUBMISSION TO JURISDICTION; WAIVERS. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(i) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AMENDMENT, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, THE COURTS OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF;

(ii) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING SHALL BE BROUGHT IN SUCH COURTS AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(iii) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO THE ADDRESS SET FORTH IN SECTION 10.2 OF THE CREDIT AGREEMENT OR ON THE SIGNATURE PAGES HEREOF, AS THE CASE MAY BE, OR AT SUCH OTHER ADDRESS OF WHICH THE ADMINISTRATIVE AGENT SHALL HAVE BEEN NOTIFIED PURSUANT THERETO; AND

(iv) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective authorized officers as of the date first above written.

BORROWER

ALKERMES, INC., as Borrower

By: /s/ James M. Frates
Name James M. Frates
Title Senior Vice President, Chief Financial Officer & Treasurer

GURANTAORS

ALKERMES US HOLDINGS, INC., as a Guarantor

By: /s/ James M. Frates
Name James M. Frates
Title Vice President, Chief Financial Officer & Treasurer

ALKERMES CONTROLLED THERAPEUTICS, INC., as a Guarantor

By: /s/ James M. Frates
Name James M. Frates
Title Vice President, & Treasurer

GIVEN under the common seal of
ALKERMES PLC
and **DELIVERED** as a **DEED**

/s/ Tom Riordan
Authorized Signatory

ALKERMES SCIENCE SIX LIMITED

By: /s/ Kevin Insley
Name: Kevin Insley
Title Director

By: /s/ L. Thompson for and on behalf of Zobec Services Limited
Name: Zobec Services Limited
Title Secretary

GIVEN under the common seal of
ALKERMES PHARMA IRELAND LIMITED
and **DELIVERED** as a **DEED**

/s/ Richie Paul
Director

/s/ Tom Riordan
Secretary

GIVEN under the common seal of
ALKERMES FINANCE IRELAND LIMITED
and **DELIVERED** as a **DEED**

/s/ Richie Paul
Director

/s/ Tom Riordan
Director

GIVEN under the common seal of
ALKERMES FINANCE IRELAND (N0 2) LIMITED
and **DELIVERED** as a **DEED**

/s/ Richie Paul
Director

/s/ Tom Riordan
Director

GIVEN under the common seal of
DARAVITA LIMITED
and **DELIVERED** as a **DEED**

/s/ Richie Paul
Director

/s/ Tom Riordan
Director

GIVEN under the common seal of
DARAVITA PHARMA IRELAND LIMITED
and **DELIVERED** as a **DEED**

/s/ Richie Paul
Director

/s/ Tom Riordan
Director

ALKERMES FINANCE S.À.R.L.
a Luxembourg private limited liability company (société à responsabilité limitée), having its registered office at 5 rue Guillaume Kroll L-1882 Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B 166.627

By: /s/ Thomas Riordan

Title class B manager/authorized signatory

GIVEN under the common seal of
ALKERMES SCIENCE FOUR LIMITED
and **DELIVERED** as a **DEED**

/s/ Richie Paul
Director

/s/ Tom Riordan
Director

GIVEN under the common seal of
ALKERMES SCIENCE FIVE LIMITED
and **DELIVERED** as a **DEED**

/s/ Richie Paul
Director

/s/ Tom Riordan
Director

GIVEN under the common seal of
ALKERMES FINANCE IRELAND (N0 3) LIMITED
and **DELIVERED** as a **DEED**

/s/ Richie Paul
Director

/s/ Tom Riordan
Director

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent and Collateral Agent

By: /s/ Michael Guttilla
Name: Michael Guttilla
Title: Authorized Signatory

AMENDMENTS TO THE CREDIT AGREEMENT

[Attached on the Following Pages]

[Conformed Copy Reflecting Amendment No. ~~4~~5 to Amended and Restated Credit Agreement, dated as of ~~October 12~~March 26, ~~2016~~2018]

AMENDED AND RESTATED CREDIT AGREEMENT

among

ALKERMES, INC.,
as Borrower,

ALKERMES PLC,
as Holdings,

ALKERMES PHARMA IRELAND LIMITED,
as Intermediate Holdco,

ALKERMES US HOLDINGS, INC.,
as Holdco,

The Several Lenders
from Time to Time Parties Hereto,

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent,

MORGAN STANLEY SENIOR FUNDING, INC. and CITIGROUP GLOBAL MARKETS, INC. and JPMORGAN CHASE BANK, N.A.,
as co-Syndication Agents,

and

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

Dated as of September 16, 2011, as amended and restated on September 25, 2012, as amended by the Second Amendment on February 14, 2013, as ~~further~~ amended by the Third Amendment on May 22, 2013~~ and as further~~, as amended by the Fourth Amendment on October 12, 2016 and as further amended by the Fifth Amendment on March 26, 2018

MORGAN STANLEY SENIOR FUNDING, INC.~~, CITIGROUP GLOBAL MARKETS, INC.~~ and ~~J.P.~~ JPMORGAN ~~SECURITIES LLC~~CHASE BANK, N.A.,
as Joint Lead Arrangers and Joint Bookrunners

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SCHEDULES:

EXHIBITS:

THIS AMENDED AND RESTATED CREDIT AGREEMENT, dated as of September 16, 2011, as amended and restated on September 25, 2012, as amended by the Second Amendment on February 14, 2013, as further amended by the Third Amendment on May 22, 2013 ~~and~~, as further amended by the Fourth Amendment on October 12, 2016 and as further amended by the Fifth Amendment on March 26, 2018, among ALKERMES, INC., a corporation organized under the laws of the Commonwealth of Pennsylvania (the "Borrower"), ALKERMES PLC, a company incorporated under the laws of the Republic of Ireland (registered number 498284) ("Holdings"), ALKERMES PHARMA IRELAND LIMITED, a private limited company organized under the laws of the Republic of Ireland (registered number 448848) and a wholly owned indirect subsidiary of Holdings (the "Intermediate Holdco") and ALKERMES US HOLDINGS, INC., a Delaware corporation and a wholly owned subsidiary of Intermediate Holdco ("Holdco"), the several banks and other financial institutions or entities from time to time parties to this Agreement as "Lenders", MORGAN STANLEY SENIOR FUNDING, INC. ("MSSF"), as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent"), MORGAN STANLEY SENIOR FUNDING, INC., CITIGROUP GLOBAL MARKETS, INC. and J.P. MORGAN SECURITIES LLC, as co-syndication agents (in such capacity, the "Syndication Agents"), and MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent").

WHEREAS, the Borrower, Holdings, Intermediate Holdco, and Holdco are parties to the First Lien Term Loan Credit Agreement dated as of September 16, 2011 (as heretofore modified and supplemented and in effect immediately prior to the effectiveness of this Agreement, the "Original Credit Agreement") with the financial institutions party thereto as lenders and the Administrative Agent;

WHEREAS, in connection with the transactions contemplated by the First Amendment, the Borrower has requested that the Lenders make available the Term Commitments and the Term Loans on the Restatement Effective Date, the proceeds of which will be used, together with cash-on hand of the Borrower, among other things, to refinance the existing indebtedness under the Original Credit Agreement, the Second Lien Credit Agreement, and to pay related fees and expenses (the "Refinancing").

WHEREAS, as of February 14, 2013, the Borrower, Holdings, Intermediate Holdco, Holdco, the other Guarantors party thereto, the Lenders party thereto, the Administrative Agent and the Collateral Agent entered into the Second Amendment, which amended the terms of this Agreement as of the Second Amendment Effective Date.

WHEREAS, as of May 22, 2013, the Borrower, Holdings, Intermediate Holdco, Holdco, the other Guarantors party thereto, the Lenders party thereto, the Administrative Agent and the Collateral Agent entered into the Third Amendment, which amended the terms of this Agreement as of the Third Amendment Effective Date.

WHEREAS, as of October 12, 2016, the Borrower, Holdings, Intermediate Holdco, Holdco, the other Guarantors party thereto, the Lenders party thereto, the Administrative Agent and the Collateral Agent entered into the Fourth Amendment, which amended the terms of this Agreement as of the Fourth Amendment Effective Date.

WHEREAS, as of March 26, 2018, the Borrower, Holdings, Intermediate Holdco, Holdco, the Guarantors party thereto, the Lenders party thereto, the Administrative Agent and the Collateral Agent entered into the Fifth Amendment, which amended the terms of this Agreement as of the Fifth Amendment Effective Date and pursuant to which the Borrower has requested that the Lenders make available the 2023 Term Commitments and the 2023 Term Loans on the Fifth Amendment Effective Date, the proceeds of which will be used to refinance the 2021 Term Loans in full (the "Fifth Amendment Refinancing").

WHEREAS, the Lenders are willing to make available the Term Commitments for such purposes on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and the agreements, provisions and covenants contained herein, the parties hereto agree that on the Restatement Effective Date the Original Credit Agreement shall be amended and restated as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"2016 Term Commitment": as to any 2016 Term Lender, the obligation of such 2016 Term Lender, if any, to make a 2016 Term Loan to the Borrower hereunder in a principal amount not to exceed the amount set forth on Schedule 1.1(a) or in the Assignment and Assumption pursuant to which such 2016 Term Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The original aggregate amount of the 2016 Term Commitments on the Restatement Effective Date ~~is~~was $75,000,000.

~~"2016 Term Facility": the 2016 Term Commitments and the 2016 Term Loans made thereunder.~~

"2016 Term Lender": each Lender that has~~s~~d a 2016 Term Commitment or that ~~holds~~held a 2016 Term Loan.

"2016 Term Loan": as defined in Section 2.1(a).

~~"2016 Term Loan Maturity Date": the date that is four (4) years after the Restatement Effective Date.~~

~~"2016 Term Percentage": as to any 2016 Term Lender at any time, the percentage which such 2016 Term Lender's 2016 Term Commitment then constitutes of the aggregate 2016 Term Commitments (or, at any time after the Restatement Effective Date, the percentage which the aggregate principal amount of such 2016 Term Lender's 2016 Term Loans then outstanding constitutes the aggregate principal amount of the 2016 Term Loans then outstanding).~~

"2019 Term Commitment": as to any 2019 Term Lender, the obligation of such 2019 Term Lender, if any, to make a 2019 Term Loan to the Borrower hereunder in a principal amount not to exceed the amount set forth on Schedule 1.1(b) or in the Assignment and

Assumption pursuant to which such 2019 Term Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. The original aggregate amount of the 2019 Term Commitments on the Restatement Effective Date ~~is~~was $300,000,000.

"2019 Term Lender": each Lender that ha~~s~~d a 2019 Term Commitment or that ~~holds~~held a 2019 Term Loan.

~~"2019 Term Percentage": as to any 2019 Term Lender at any time, the percentage which such 2019 Term Lender's 2019 Term Commitment then constitutes of the aggregate 2019 Term Commitments (or, at any time after the Restatement Effective Date, the percentage which the aggregate principal amount of such 2019 Term Lender's 2019 Term Loans then outstanding constitutes the aggregate principal amount of the 2019 Term Loans then outstanding).~~

"2019 Term Loan": as defined in Section 2.1(b).

"2021 Term Lender": each Lender that held a 2021 Term Loan.

"2021 Term Loan": as defined in Section 2.1(b).

"2023 Term Commitment": as to any 2023 Term Lender, the obligation of such 2023 Term Lender (a) to continue its Existing Term Loans (as defined in the Fifth Amendment) as a 2023 Term Loan or (b) to make a 2023 Term Loan in the amount provided for in the Fifth Amendment. The original aggregate amount of the 2023 Term Commitments on the Fifth Amendment Effective Date is $284,250,000.

"~~2021~~2023 Term Facility": the ~~2021~~2023 Term Loans made thereunder.

"~~2021~~2023 Term Lender": each Lender that has a 2023 Term Commitment or that holds a ~~2021~~2023 Term Loan.

"~~2021~~2023 Term Loan": as defined in Section 2.1(~~b~~c).

"~~2021~~2023 Term Loan Maturity Date": the date that is ~~nine~~five (~~9~~5) years after the ~~Restatement~~Fifth Amendment Effective Date.

"~~2021~~2023 Term Percentage": ~~at any time after the Fourth Amendment Effective Date,~~ as to any ~~2021~~2023 Term Lender at any time, the percentage which such 2023 Term Lender's 2023 Term Commitment then constitutes of the aggregate 2023 Term Commitments (or, at any time after the Fifth Amendment Effective Date, the percentage which the aggregate principal amount of such ~~2021~~2023 Term Lender's ~~2021~~2023 Term Loans then outstanding constitutes the aggregate principal amount of the ~~2021~~2023 Term Loans then outstanding).

"ABR": a fluctuating interest rate per annum in effect from time to time, which rate per annum shall at all times be equal to the highest of (a) the rate of interest published by the Wall Street Journal, from time to time, as the "U.S. Prime Rate," (b) ½ of 1% per annum above the Federal Funds Effective Rate; (c) the LIBOR Rate for an Interest Period of one month plus

1.00%, as adjusted to conform to changes as of the opening of business on the date of any such change of the LIBOR Rate; and (d) the ABR Floor.

"ABR Floor": with respect to ~~2021~~2023 Term Loans, ~~1.75% and with respect to 2016~~1.00%. ~~Term Loans, 1%.~~

"ABR Loans": Term Loans the rate of interest applicable to which is based upon the ABR.

"Acquisition Agreement": the Business Combination Agreement and Plan of Merger, dated as of May 9, 2011, by and among Elan Corporation, plc, a public limited company incorporated under the laws of the Republic of Ireland (registered number 30356), Holdings, Elan Science Four Limited (n/k/a Alkermes Ireland Holdings Limited), a private limited company incorporated under the laws of the Republic of Ireland (registered number 476691), Intermediate Holdco, Holdco, Merger Sub and the Borrower.

"Acquired Person": as defined in Section 7.1(i).

"Administrative Agent": as defined in the preamble to this Agreement.

"Administrative Agent Parties": as defined in Section 10.2(c).

"Affected Lender": as defined in Section 3.13.

"Affiliate": as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the possession, direct or indirect, of the power to direct or cause the direction of management or policies of a Person, whether through ownership of securities, by contract or otherwise; *provided*, however, that, for purposes of Section 7.8, the term "Affiliate" shall also include (i) any person that directly or indirectly owns more than 10% of any class of Capital Stock of the person specified or (ii) any person that is an officer or director of the person specified.

"Agent Related Parties": the Administrative Agent, the Collateral Agent, and any of their respective Affiliates, officers, directors, employees, agents, advisors or representatives.

"Agents": the collective reference to the Administrative Agent, the Collateral Agent, the Syndication Agents and the Lead Arrangers.

"Agreed Security Principles": the principles set forth in Annex A.

"Agreement": this Amended and Restated Credit Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Anti-Terrorism Laws": Executive Order No. 13224, the Patriot Act, the laws comprising or implementing the Bank Secrecy Act and the laws administered by the United

States Treasury Department's Office of Foreign Asset Control (each as from time to time in effect).

"Applicable Margin": ~~(a)~~ in the case of ~~2016~~2023 Term Loans, ~~2.75~~2.25% for LIBOR Rate Loans and ~~1.75% for ABR Loans and (b) in the case of 2021 Term Loans, 2.75% for LIBOR Rate Loans and 1.75~~1.25% for ABR Loans.

"Approved Fund": with respect to any Lender, any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans, or similar extensions of credit in the ordinary course and is administered or managed by (a) such Lender, (b) an Affiliate of such Lender, or (c) an entity or an Affiliate of an entity that administers or manages such Lender.

"Asset Sale": any Disposition of Property or series of related Dispositions of Property (in each case, other than Intellectual Property), including, without limitation, any issuance of Capital Stock of any Subsidiary of Holdings to a Person other than to any Group Member (excluding in any case any such Disposition permitted by Section 7.4 other than Section 7.4(r)) that yields gross proceeds to any Group Member (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds) in excess of $~~2,500,000~~7,500,000.

"Assignee": as defined in Section 10.6(b).

"Assignment and Assumption": an assignment and assumption entered into by a Lender and an Eligible Assignee and accepted by the Administrative Agent, and, if applicable, the Borrower, substantially in the form of Exhibit A.

"Assignment Effective Date": as defined in Section 10.6(d).

"Available Amount" at any time, an amount, to the extent Not Otherwise Applied, not less than zero in the aggregate, determined on a cumulative basis equal to, without duplication:

(a) the aggregate amount of Net Cash Proceeds of any capital contributions (that is converted or exchanged for Qualified Capital Stock) or issuances of Qualified Capital Stock (or for Qualified Capital Stock issued upon conversion of debt securities) received or made by Holdings (other than Section 7.5(d)) since the Original Closing Date; plus

(b) the cumulative amount of Excess Cash Flow for each fiscal year ending after the Restatement Effective Date for which financial statements have been delivered pursuant to Section 6.1(a) minus the portion of such Excess Cash Flow that has been applied toward the prepayment of Term Loans in accordance with Section 3.2(c) after the Restatement Effective Date; less

(c) any usage of such Available Amount pursuant to Sections 7.5(g), 7.5(j), 7.6(u) and 7.7(a)(i).

"Available Amount Condition": after giving effect to any usage of the Available Amount, the Consolidated Leverage Ratio, on a *pro forma* basis, as of the last day of the period of four (4) fiscal quarters most recently completed for which financial statements were required to have been delivered pursuant to Section 6.1 is less than or equal to 4.50:1.00.

"Bail-In Action": the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation": with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Benefited Lender": as defined in Section 10.7(a).

"Benefit Plan": any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"Blocked Person": as defined in Section 4.23(c).

"Board": the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Borrower": as defined in the preamble to this Agreement.

"Borrowing Date": any Business Day specified by the Borrower as a date on which the Borrower requests the relevant Lenders to make Loans hereunder.

"Business Day": a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close; *provided*, that with respect to notices and determinations in connection with, and payments of principal and interest on, LIBOR Rate Loans, such day is also a day for trading by and between banks in Dollar deposits in the interbank eurodollar market.

"Capital Expenditures": for any period, with respect to any Person, the aggregate of all expenditures by such Person and its Subsidiaries for the acquisition or leasing (pursuant to a capital lease) of fixed or capital assets (including Capitalized Software Expenditures) or additions to equipment (including replacements, capitalized repairs and improvements during such period) that should be capitalized under GAAP on a consolidated balance sheet of such Person and its Subsidiaries, excluding expenditures financed with any Reinvestment Deferred Amount to the extent otherwise not taken into account in determining Consolidated Net Income.

"Capitalized Software Expenditures" shall mean, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by Holdings, the Borrower and the Restricted Subsidiaries during such period in respect of licensed or purchased software or internally developed software and software enhancements that, in conformity with GAAP, are or

are required to be reflected as capitalized costs on the consolidated balance sheet of Holdings, the Borrower and the Restricted Subsidiaries.

"Capital Lease Obligations": as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

"Capital Stock": any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing; *provided* that Capital Stock shall not include any debt securities that are convertible into or exchangeable for any of the foregoing Capital Stock.

"Cash Collateralize": in respect of an obligation, provide and pledge cash collateral in Dollars, or provide a letter of credit issued by a person reasonably satisfactory to the Administrative Agent, pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent (and "Cash Collateralization" has a corresponding meaning).

"Cash Equivalents":

(a) Dollars, Euros, Pounds Sterling and Swiss Francs (and such other currency that is approved by the Administrative Agent) held in the ordinary course of business of the relevant Person;

(b) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one (1) year from the date of acquisition;

(c) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of one (1) year or less from the date of acquisition issued by any commercial bank organized under the laws of the United States or any state thereof having combined capital and surplus of not less than $500,000,000;

(d) commercial paper of an issuer rated at least A-1 by S&P or P-1 by Moody's, or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within one (1) year from the date of acquisition;

(e) repurchase obligations of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than thirty (30) days, with respect to securities issued or fully guaranteed or insured by the United States government;

(f) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A by Moody's;

(g) securities with maturities of one (1) year or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the requirements of clause (b) of this definition; or

(h) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clauses (a) through (f) of this definition or money market funds that (i) comply with the criteria set forth in Securities and Exchange Commission Rule 2a-7 under the Investment Company Act of 1940, as amended and (ii) are rated AAA by S&P and Aaa by Moody's.

"CFC": any Subsidiary of the Borrower that is a "controlled foreign corporation" within the meaning of Section 957 of the Code and any Subsidiary of a CFC.

"Change of Control": an event or series of events by which:

(a) at any time, any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such Person or its Subsidiaries and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, directly or indirectly, of thirty-five percent (35%) or more of the equity securities of Holdings entitled to vote for members of the board of directors or equivalent governing body of Holdings on a fully-diluted basis;

(b) at any time after the Restatement Effective Date, during any period of twenty-four (24) consecutive months, a majority of the members of the board of directors or other equivalent governing body of Holdings cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election, nomination or appointment to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body; or

(c) (i) Holdings shall cease to beneficially own and control 100% on a fully diluted basis of the economic and voting interest in the Capital Stock of Alkermes Ireland Holdings Limited or (ii) Holdco shall cease to beneficially own and control 100% on a

fully diluted basis of the economic and voting interest in the Capital Stock of the Borrower.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Collateral": all property of the Loan Parties, now owned or hereafter acquired, upon which a Lien is purported to be created by any Security Document.

"Collateral Agent": as defined in the preamble to this Agreement.

"Commitment": the Term Commitment of any Lender.

"Commodity Exchange Act": the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from to time, and any successor statute.

"Commonly Controlled Entity": an entity, whether or not incorporated, that is under common control with the Borrower within the meaning of Section 4001 of ERISA or is part of a group that includes the Borrower and that is treated as a single employer under Section 414 of the Code.

"Communications": as defined in Section 10.2(b).

"Compliance Certificate": a certificate duly executed by a Responsible Officer substantially in the form of Exhibit F-2.

"Confidential Information Memorandum": the Confidential Information Memorandum dated September 10, 2012 and furnished to the Lenders in connection with the syndication of the Term Facilities.

"Consolidated Current Assets": at any date, all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of the Loan Parties at such date.

"Consolidated Current Liabilities": at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of the Loan Parties at such date, but excluding the current portion of any Funded Debt, the current portion of interest expense (other than interest expense that is due and unpaid) and the current portion of current and deferred Taxes based upon income or profits of the Loan Parties.

"Consolidated EBITDA": for any period, for Holdings, the Borrower and the Restricted Subsidiaries on a consolidated basis, without duplication, an amount equal to Consolidated Net Income for such period plus (a) the following, in each case, to the extent deducted (and not added back) in calculating such Consolidated Net Income:

(i) provisions for Taxes based on income or profits or capital, plus franchise or similar taxes and foreign withholding taxes;

(ii) interest expense, amortization or write-off of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including the Term Loans) for such period;

(iii) depreciation and amortization expense;

(iv) non-cash stock-based compensation expense for such period;

(v) all extraordinary, unusual or nonrecurring cash expenses and charges for such period;

(vi) non-cash purchase accounting adjustments;

(vii) costs and expenses incurred in connection with the transactions consummated under the Acquisition Agreement and the Transaction;

(viii) any net loss from disposed or discontinued operations;

(ix) all customary costs and expenses incurred or paid in connection with Investments (including Permitted Acquisitions) whether or not such Investment is consummated;

(x) the amount of any minority interest expense (or income (loss) allocable to noncontrolling interests) consisting of Subsidiary income attributable to minority equity interests of third parties in any non-wholly-owned Restricted Subsidiary of Holdings;

(xi) all customary costs and expenses incurred in connection with the issuance, prepayment or amendment or refinancing of Indebtedness permitted hereunder or issuance of Capital Stock;

(xii) other expenses reducing such Consolidated Net Income which do not represent a cash item in such period (but excluding any such charge which requires an accrual of, or a cash reserve for, anticipated cash charges in any future period);

(xiii) the aggregate net loss on the Disposition of property (other than accounts (as defined in the Uniform Commercial Code) and inventory) outside the ordinary course of business;

(xiv) the amount of net cost savings and synergies projected by the Borrower in good faith as a result of actions taken or committed to be taken (including pursuant to internal procedures) no later than twelve (12) months following the end of such period (calculated on a *pro forma* basis as though such cost savings and synergies had been realized on the first day of such period), net of the amount of actual benefits realized during such period from such actions; *provided* that (A) such cost savings and synergies are reasonably identifiable and factually supportable, (B) no cost savings shall be added pursuant to this clause (xiv) to the extent duplicative of any such expenses or changes that are included in clauses (v), (viii), (xii) and (xiii) above and clause (xvi) below with respect to such period, and (C) the benefits resulting therefrom are anticipated by the

Borrower to be realized commencing not later than twelve (12) months of such actions having been taken, or having been committed to be taken; and *provided, further,* that the aggregate amount of net cost savings and synergies resulting from the transactions consummated under the Acquisition Agreement and the Transaction that are added back pursuant to this clause (xiv) shall not exceed $20,000,000 in the aggregate in any period;

(xv) any expenses or charge for such period to the extent covered by, and actually reimbursed by, the insurer within 180 days with respect to any business interruption insurance or similar insurance of Holdings, the Borrower or any Restricted Subsidiary in respect thereof; and

(xvi) the actual amount of any restructuring charges, integration and facilities opening costs or other business optimization expenses (including cost and expenses relating to business optimization programs and new systems design and implementation costs) and project start-up costs; *provided* that no such restructuring charges, integration or optimization expenses shall be added pursuant to this clause (xvi), to the extent they are duplicative of any such expenses or changes that are included in clauses (v), (viii), (xii), (xiii) and (xiv) above;

less (b) the following to the extent added in calculating such Consolidated Net Income of the Loan Parties:

(A) all interest income for such period,

(B) all Tax benefits for such period to the extent not netted in determining the amount for clause (a)(i) above,

(C) non-cash purchase accounting adjustments,

(D) (i) the aggregate net gain from the Disposition of property (other than accounts (as defined in the Uniform Commercial Code) and inventory) outside the ordinary course of business, (ii) any net gain from disposed or discontinued operations, (iii) all extraordinary, unusual or nonrecurring gains for such period, and (iv) all non-cash items increasing Consolidated Net Income which do not represent a cash item in such period or any future period (but excluding any such items (x) in respect of which cash was received in a prior period or will be received in a future period or (y) which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges in any prior period), and

(E) the amount of minority interest income (or income (loss) allocable to noncontrolling interests) consisting of Subsidiary loss attributable to minority equity interests of third parties in any non-wholly owned Restricted Subsidiary of Holdings.

For the purposes of calculating Consolidated EBITDA for any period of four consecutive fiscal quarters (each, a "Reference Period") pursuant to any determination hereunder, (x) if at any time during such Reference Period any Group Member shall have made any Asset Sale, the Consolidated EBITDA for such Reference Period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the property that is the subject of such Asset

Sale for such Reference Period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such Reference Period, in each case assuming the repayment of Indebtedness in connection therewith occurred as of the first day of such Reference Period and (y) if during such Reference Period any Group Member shall have made a Material Acquisition, Consolidated EBITDA for such Reference Period shall be calculated after giving *pro forma* effect thereto as if such Material Acquisition occurred on the first day of such Reference Period.

As used in this definition only, "Material Acquisition" means any acquisition of property or series of related acquisitions of property that constitutes assets comprising all or substantially all of an operating unit of a business or constitutes all or substantially all of the common stock of a Person.

"Consolidated Funded Debt": at any date, the aggregate principal amount of all Indebtedness of the type described in clauses (a), (b) (to the extent of Earn-Out Obligations and other similar obligations), (c), (e), (f) (to the extent of any unreimbursed drawings), (g) and (h) of the definition of such term of the Loan Parties at such date, determined on a consolidated basis in accordance with GAAP.

"Consolidated Leverage Ratio": at any date, the ratio of (a) Consolidated Funded Debt as of such date minus the aggregate amount of cash and Cash Equivalents ~~not to exceed $50,000,000~~ (in each case, free and clear of all Liens other than non-consensual liens permitted by Section 7.2 or other Liens permitted by Sections 7.2(h) or 7.2(w)) included in the consolidated balance sheet of Holdings, the Borrower and the Restricted Subsidiaries as of such date to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters ended on such date.

"Consolidated Net Income": for any period, the consolidated net income (or loss) of Holdings, the Borrower and the Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP; (a) the undistributed earnings of any Subsidiary of Holdings that is not a Loan Party or a direct or indirect parent entity of the Borrower to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any Contractual Obligation (other than under any Loan Document), its Organizational Documents or Requirement of Law applicable to such Subsidiary shall be excluded; (b) the cumulative effect of a change in accounting principles and changes as a result of the adoption or modification of accounting policies during such period shall be excluded; (c) effects of adjustments in the inventory, property and equipment, software, goodwill, other intangible assets, in-process research and development, deferred revenue and debt line items in consolidated financial statements pursuant to GAAP resulting from the application of purchase accounting in relation to the transactions consummated under the Acquisition Agreement, net of taxes, shall be excluded *provided* that this clause (c) shall not include the recognition of deferred revenue for any period subsequent to the Original Closing Date; (d) any after-tax effect of income (loss) from the early extinguishment of (i) Indebtedness, (ii) obligations under any Hedge Agreements or (iii) other derivative instruments, in each case, solely to the extent permitted under this Agreement shall be excluded; (e) any fees, expenses or charges incurred during such period, or any amortization thereof for such period, in connection with any Permitted Acquisition, Investment, Disposition, incurrence or repayment of Indebtedness (including such fees, expenses or charges related to the Term Loans), issuance of Qualified Capital Stock,

refinancing transaction or amendment or modification of any debt instrument (including any amendment or other modification of the Term Loans and any credit facilities) and including, in each case, any such transaction undertaken but not completed, and any charges or non-recurring merger costs incurred during such period as a result of any such transaction, in each case whether or not successful, in each case, solely to the extent permitted under this Agreement, shall be excluded; (f) losses or gains on asset sales (other than asset sales made in the ordinary course of business) shall be excluded (but solely to the extent such sales are permitted under this Agreement), and (g) the following items shall be excluded, in each case, solely to the extent permitted under this Agreement: (i) any net unrealized gain or loss (after any offset) resulting in such period from obligations under any Hedge Agreements and the application of Statement of Financial Accounting Standards No. 133; and (ii) any net unrealized gain or loss (after any offset) resulting in such period from currency translation gains or losses including those (x) related to currency remeasurements of Indebtedness and (y) resulting from Hedge Agreements for currency exchange risk. In addition, to the extent not already included, Consolidated Net Income shall include the amount of proceeds received from business interruption insurance.

"Consolidated Total Assets": means, as of the date of any determination thereof, total assets of Holdings, the Borrower and the Restricted Subsidiaries calculated in accordance with GAAP on a consolidated basis as of such date.

"Consolidated Working Capital": at any date, the excess of Consolidated Current Assets on such date over Consolidated Current Liabilities on such date.

"Contractual Obligation": as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control Agreement": shall have the meaning assigned to such term in the Guaranty and Collateral Agreement.

"Corporate Family Rating": an opinion issued by Moody's of a corporate family's ability to honor all of its financial obligations that is assigned to a corporate family as if it had a single class of debt and a single consolidated legal entity structure.

"Corporate Rating": an opinion issued by S&P of an obligor's overall financial capacity (its creditworthiness) to pay its financial obligations.

"Debentures": the First Lien Irish law security documents entered into or to be entered into by Holdings, Intermediate Holdco and any other Subsidiary Guarantor that is not a CFC incorporated in Ireland or which has an interest in material property, assets or rights which are governed by Irish law or which are situated or deemed to be situated in Ireland, in favor of, or for the benefit of, the Collateral Agent for the benefit of the Secured Parties, which shall be in a form reasonably satisfactory to the Administrative Agent and the Collateral Agent.

"Default": any of the events specified in Section 8, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Defaulting Lender": at any time, any Lender (a) that has failed for to comply with its obligations under Section 2.1 of this Agreement (a "funding obligation"), (b) that has notified the Administrative Agent or the Borrower, or has stated publicly, that it will not comply with any such funding obligation hereunder, (c) that has failed to confirm in writing to the Administrative Agent, in response to a written request of the Administrative Agent, that it will comply with its funding obligations hereunder, or (d) with respect to which a Lender Insolvency Event has occurred and is continuing; *provided* that (i) the Administrative Agent and the Borrower may declare (A) by joint notice to the Lenders that a Defaulting Lender is no longer a "Defaulting Lender" or (B) that a Lender is not a Defaulting Lender if in the case of both clauses (a) and (b) the Administrative Agent and the Borrower each determines, in its reasonable discretion, that (x) the circumstances that resulted in such Lender becoming a "Defaulting Lender" no longer apply or (y) it is satisfied that such Lender will continue to perform its funding obligations hereunder and (ii) a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of voting stock or any other equity interest in such Lender or a parent company thereof by a Governmental Authority or an instrumentality thereof unless such ownership or acquisition results in or provides such Lender with immunity from the jurisdiction of the courts within the United States from the enforcement of judgments, writs of attachment on its assets or permits such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Lender. The Administrative Agent will promptly send to all parties hereto a notice when it becomes aware that a Lender is a Defaulting Lender.

"Designated Non-Cash Consideration": means the fair market value of non-cash consideration received by a Group Member in connection with a Disposition pursuant to Section 7.4(r) that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of the Borrower, setting forth the basis of such valuation (which amount will be reduced by the fair market value of the portion of the non-cash consideration converted to cash within 180 days following the consummation of the applicable Disposition).

"Disposition": with respect to any Property, any sale, lease, Exclusive License, sale and leaseback, assignment, conveyance, transfer or other disposition thereof. The terms "Dispose" and "Disposed of" shall have correlative meanings.

"Disqualified Capital Stock": any Capital Stock that is not Qualified Capital Stock.

"Disqualified Institution": a company that is primarily engaged in the development, manufacture, marketing and commercialization of biotechnology and/or pharmaceuticals or any of its Affiliates (other than any Affiliate of such Disqualified Institution that is a bona fide debt fund of a private equity firm that is engaged in the making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course).

"Dollars" and "$": dollars in lawful currency of the United States.

"Domestic Subsidiary": any Subsidiary that is a "United States Person," as defined in the Code, other than a CFC.

"Earn-Out Obligations": those certain unsecured obligations of Holdings or any Subsidiary arising in connection with any acquisition of assets or businesses permitted under Section 7.6 to the seller of such assets or businesses and the payment of which is dependent on the future earnings or performance of such assets or businesses and contained in the agreement relating to such acquisition or in an employment agreement delivered in connection therewith.

"ECF Percentage": 50%; *provided* that, with respect to each fiscal year of Holdings commencing with the fiscal year ending December 31, 2013, the ECF Percentage shall be reduced to (a) 25% if the Consolidated Leverage Ratio as of the last day of such fiscal year is less than 3.00 to 1.00 but greater than or equal to 2.00 to 1.00 and (b) 0% if the Consolidated Leverage Ratio as of the last day of such fiscal year is less than 2.00 to 1.00.

"EEA Financial Institution": (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country": any of the member states of the European Union, Iceland, Liechtenstein and Norway.

"EEA Resolution Authority": any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Assignee": any Assignee permitted by and consented to in accordance with Section 10.6(b); *provided* that notwithstanding the foregoing, "Eligible Assignee" shall not include a Disqualified Institution.

"Environment": ambient air, indoor air, surface water, groundwater, drinking water, land surface and subsurface strata, and natural resources such as wetlands, flora and fauna.

"Environmental Laws": any and all applicable foreign, federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirements of Law (including common law) relating to pollution or protection of the Environment, including those relating to use, generation, storage, treatment, transport, Release or threat of Release of Materials of Environmental Concern, or to protection of human or animal health or safety (to the extent relating to exposure to Materials of Environmental Concern), as now or may at any time hereafter be in effect.

"ERISA": the Employee Retirement Income Security Act of 1974, and the regulations promulgated and rulings issued under it, as all may be amended from time to time.

"EU Bail-In Legislation Schedule": the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Euro" and the designation "€" shall mean the single currency of the participating member states of the European Union.

"Eurocurrency Reserve Requirements": for any day as applied to a LIBOR Rate Loan, the aggregate (without duplication) of the maximum rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including basic, supplemental, marginal and emergency reserves under any regulations of the Board or other Governmental Authority having jurisdiction with respect thereto) dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board) maintained by a member bank of the Federal Reserve System.

"Event of Default": any of the events specified in Section 8; *provided* that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Excess Cash Flow": for any fiscal year of Holdings, the excess, if any, of:

(a) the sum, without duplication, of:

(i) Consolidated Net Income for such fiscal year;

(ii) the amount of all non-cash charges (including depreciation and amortization) deducted in arriving at such Consolidated Net Income;

(iii) decreases in Consolidated Working Capital for such fiscal year; and

(iv) the aggregate net amount of non-cash loss on the Disposition of Property by Holdings, the Borrower and the Restricted Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent deducted in arriving at such Consolidated Net Income minus

(b) the sum, without duplication, of:

(i) the amount of all non-cash credits included in arriving at such Consolidated Net Income and cash charges included in clauses (a) though (f) of the definition of Consolidated Net Income;

(ii) the aggregate amount actually paid by Holdings, the Borrower and the Restricted Subsidiaries in cash during such fiscal year on account of Capital Expenditures and permitted Investments (including Permitted Acquisitions);

(iii) (x) the aggregate amount of all principal payments of Consolidated Funded Debt (including the Term Loans) and (y) all mandatory prepayments of Loans pursuant to Section 3.2, in each case, of Holdings, the Borrower and the Restricted Subsidiaries made during such fiscal year;

(iv) increases in Consolidated Working Capital for such fiscal year;

(v) the aggregate net amount of non-cash gain on the Disposition of Property by Holdings, the Borrower and the Restricted Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business);

(vi) cash payments by Holdings, the Borrower and the Restricted Subsidiaries during such period in respect of long-term liabilities of Holdings, the Borrower and the Restricted Subsidiaries other than Indebtedness;

(vii) Restricted Payments made by Holdings in cash to holders of its common equity from Internally Generated Cash;

(viii) the amount of cash income Taxes actually paid in such period to the extent they exceed the amount of Tax expense deducted in determining Consolidated Net Income for such period;

(ix) fees, expenses or charges paid in cash related to any permitted Investments (including Permitted Acquisitions), the issuance, payment, amendment or refinancing of Indebtedness permitted under Section 7.1 hereof and the issuance of Capital Stock and Dispositions permitted under Section 7.4 hereof; and

(x) any premium paid in cash during such period in connection with the prepayment, redemption, purchase, defeasance or other satisfaction prior to scheduled maturity of Indebtedness permitted to be prepaid, redeemed, purchased, defeased or satisfied hereunder;

(xi) without duplication of amounts deducted in prior periods (A) the aggregate consideration required to be paid in cash by a Group Member pursuant to binding contracts (the "Contract Consideration") entered into prior to or during such period relating to Permitted Acquisitions or (B) any planned cash expenditures by Holdings, the Borrower or any of the Restricted Subsidiaries relating to Capital Expenditures or acquisitions of intellectual property (the "Planned Expenditures"), in each case to be consummated or made during the period of four consecutive fiscal quarters of Holdings following the end of such period; *provided* that, to the extent the aggregate amount of such Permitted Acquisitions, Capital Expenditures or acquisitions of intellectual property actually made during such period of four consecutive fiscal quarters is less than the Contract Consideration and the Planned Expenditures, as applicable, the amount of such shortfall shall be added to the calculation of Excess Cash Flow at the end of such period of four consecutive fiscal quarters;

provided that the amounts referenced in clauses (ii), (iii)(y) and (vi) of this paragraph (b) shall not be included in this paragraph (b) and have the effect of reducing Excess Cash Flow to the extent such amounts were funded out of proceeds of Funded Debt.

"Excess Cash Flow Application Date": as defined in Section 3.2(c).

"Excess Cash Flow Payment Period": (a) with respect to the prepayment required on the first Excess Cash Flow Application Date, the period from the Restatement Effective Date to December 31, 2013 (taken as one accounting period) and (b) with respect to the prepayment required on each successive Excess Cash Flow Application Date, the immediately preceding fiscal year of Holdings.

"Exchange Act": the Securities Exchange Act of 1934, as amended.

"Excluded Indebtedness": all Indebtedness permitted by Section 7.1.

"Excluded Swap Obligation": with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor, or the grant by such Guarantor of a security interest to secure, as applicable, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Guarantor, or the grant of such security interest, as applicable, becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"Excluded Taxes": with respect to any Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party under any Loan Document, (a) Taxes imposed on or measured by its net income or net profits (however denominated, franchise Taxes imposed on it in lieu of net income Taxes and branch profits (or similar) Taxes imposed on it, in each case, by any jurisdiction (or any political subdivision thereof) (i) as a result of the recipient being organized or having its principal office or, in the case of any Lender, its applicable lending office in such jurisdiction, or (ii) as a result of any other present or former connection between such recipient and such jurisdiction (other than a connection arising primarily as a result of the execution, delivery, or performance by the recipient of its obligations under the Loan Documents, receipt of payments under the Loan Documents or enforcement of rights under the Loan Documents), (b) any U.S. federal withholding Tax that (i) is imposed on amounts payable to a Lender under any laws in effect at the time such Lender becomes a party hereto (or designates a new lending office), except to the extent that, in the case where a Lender designated a new lending office, such Lender, or in the case of an assignment, the assignor, was entitled, immediately prior to the time of designation of a new lending office or assignment as the case may be, to receive additional amounts from the Borrower with respect to such Tax pursuant to Section 3.10(a); or (ii) is attributable to such Lender's failure to comply with Section 3.10(e) and (c) any United States federal withholding Tax that is imposed pursuant to FATCA.

"Exclusive License": means any license by a Person of its owned Intellectual Property to a third party for a term greater than two (2) years and which provides such licensee exclusive rights to exploit such Intellectual Property.

"Extension": as defined in Section 3.16.

"Extension Loan": as defined in Section 3.16.

"Extension Offer": as defined in Section 3.16.

"FATCA": current Sections 1471 through 1474 of the Code and any amended or successor version that is substantively comparable and any current or future Treasury regulations or other official administrative guidance (including any Revenue Ruling, Revenue Procedure, Notice or similar guidance issued by the IRS) promulgated thereunder.

"Federal Funds Effective Rate": for any day, the rate per annum equal to the weighted average of the rates on overnight Federal Funds transactions with members of the Federal Reserve System arranged by Federal Funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate quoted to the Administrative Agent on such day on such transactions as determined by the Administrative Agent in a commercially reasonable manner.

"FEMA": the Federal Emergency Management Agency, a component of the U.S. Department of Homeland Security that administers the National Flood Insurance Program.

"Fifth Amendment": that certain Amendment No. 5 to Amended and Restated Credit Agreement, dated as of March 26, 2018, among Borrower, Holdings, Intermediate Holdco, Holdco, the Guarantors party thereto, the Administrative Agent and certain Term Lenders party thereto.

"Fifth Amendment Effective Date": the date on which all of the conditions contained in Section 4 of the Fifth Amendment have been satisfied or waived by the Administrative Agent.

"Fifth Amendment Refinancing": as defined in the recitals to this Agreement.

"Fifth Amendment Lead Arrangers": MSSF and JPMorgan Chase Bank, N.A., each, in its capacity as joint lead arranger in respect of the Fifth Amendment.

"First Amendment": the amendment to the Original Credit Agreement by and among the Borrower, Holdings, Intermediate Holdco, each other Loan Party (as defined therein) party thereto, MSSF, and the lenders from time to time party thereto.

"First Lien Secured Leverage Ratio": at any date, the ratio of (a) Consolidated Funded Debt secured by a first priority Lien on all or any portion of the Collateral or any other assets of any of the Loan Parties as of such date minus the aggregate amount of cash and Cash Equivalents (in each case, free and clear of all Liens other than non-consensual liens permitted by Section 7.2 or other Liens permitted by Sections 7.2(h) or 7.2(w)) included in the consolidated balance sheet of Holdings, the Borrower and the Restricted Subsidiaries as of such

date to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters ended on such date.

"Fixed Charge Coverage Ratio": at any date, the ratio of (a) Consolidated EBITDA for the period of four consecutive fiscal quarters ended on such date to (b) Fixed Charges for such four consecutive fiscal quarter period.

"Fixed Charges": for any period, total interest expense of Holdings, the Borrower and the Restricted Subsidiaries payable in cash for such period with respect to all outstanding Indebtedness of Holdings, the Borrower and the Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, including the interest component under Capital Lease Obligations, but excluding, to the extent included in interest expense, (i) annual agency fees paid to administrative agents and collateral agents under any credit facilities or other debt instruments or documents, (ii) costs associated with obtaining Hedge Agreements and any interest expense attributable to the movement of the mark-to-market valuation of obligations under Hedge Agreements or other derivative instruments, and any one-time cash costs associated with breakage in respect of Hedge Agreements for interest rates, (iii) any interest component relating to accretion or accrual of discounted liabilities, (iv) amortization of deferred financing costs, debt issuance costs (including bridge, commitment and other financing fees), commissions, fees and expenses or expensing of any financing fees or prepayment or redemption premiums or penalty and any other amounts of non-cash interest (including as a result of the effects of acquisition method accounting or pushdown accounting), (v) penalties and interest related to taxes and (vi) any "additional interest" with respect to debt securities.

"Flood Insurance Laws": collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statue thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto and (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto.

"Foreign Lender": any Lender that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"Foreign Pledge Agreement": a pledge or charge agreement with respect to any Collateral that constitutes Capital Stock of a Foreign Subsidiary, in form and substance reasonably satisfactory to the Administrative Agent; *provided* that no pledge or charge agreement shall be provided with respect to the Capital Stock of a Subsidiary of the Borrower that is a CFC except for a pledge of no more than 65% of the voting Capital Stock of such CFC (whether directly, indirectly through a pledge of the voting Capital Stock of an entity that is treated as a disregarded entity for federal income tax purposes and substantially all of the assets of which consist of the voting Capital Stock of one or more of such CFCs, or a combination thereof).

"Foreign Security Document": as defined in Section 4.19.

"Foreign Subsidiary": any Subsidiary of Holdings that is not a Domestic Subsidiary.

"Fourth Amendment": that certain Amendment No. 4 to Amended and Restated Credit Agreement, dated as of October 12, 2016, among Borrower, Holdings, Intermediate Holdco, Holdco, the Guarantors party thereto, the Administrative Agent and certain Term Lenders party thereto.

"Fourth Amendment Effective Date": the date on which all of the conditions contained in Section 3 of the Fourth Amendment have been satisfied or waived by the Administrative Agent.

"Funded Debt": as to any Person, without duplication, (a) all Indebtedness of the type described in clauses (a), (b) (to the extent of Earn-Out Obligations and other similar obligations), (c), (e), (f) (to the extent of any unreimbursed drawings thereunder) and (h) and (b) Indebtedness of the type described in clause (g) of the definition of such term of such Person that matures more than one (1) year from the date of its creation or matures within one (1) year from such date but is renewable or extendible, at the option of such Person, to a date more than one (1) year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one (1) year from such date, including all current maturities and current sinking fund payments in respect of such Indebtedness whether or not required to be paid within one year from the date of its creation and, in the case of the Borrower, Indebtedness in respect of the Term Loans.

"Funding Office": the office of the Administrative Agent specified in Section 10.2 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to the Borrower and the Lenders.

"GAAP": generally accepted accounting principles in the United States as in effect from time to time subject to Section 1.2(e).

"Governmental Authority": any nation or government, any state or other political subdivision thereof, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government (including any supranational bodies such as the European Union or the European Central Bank) and any securities exchange.

"Governmental Authorization": all laws, rules, regulations, authorizations, consents, decrees, permits, licenses, waivers, privileges, approvals from and filings with all Governmental Authorities necessary in connection with any Group Member's business.

"Group Members": the collective reference to Holdings, the Borrower and the Restricted Subsidiaries.

"Guarantee and Collateral Agreement": the First Lien Guarantee and Collateral Agreement dated as of September 16, 2011 executed and delivered by the Borrower and each other Loan Party that is a party thereto.

"Guarantee Obligation": as to any Person (the "guaranteeing person"), any obligation of (a) the guaranteeing person or (b) another Person (including any bank under any letter of credit) to induce the creation of which the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; *provided*, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

"Guarantors": collectively, the Subsidiary Guarantors.

"Health Care Laws": any and all applicable current and future treaties, laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by the Food and Drug Administration, the Center for Medicare and Medicaid Services, the Department of Health and Human Services ("HHS"), the Office of Inspector General of HHS, the Drug Enforcement Administration or any other Governmental Authority (including any professional licensing laws, certificate of need laws and state reimbursement laws), relating in any way to the manufacture, distribution, marketing, sale, supply or other disposition of any product or service of Holdings or any of its Restricted Subsidiaries, the conduct of the business of Holdings or any of its Restricted Subsidiaries, the provision of health care services generally, or to any relationship among Holdings and its Restricted Subsidiaries, on the one hand, and their suppliers and customers and patients and other end-users of their products and services, on the other hand.

"Hedge Agreements": any agreement with respect to any cap, swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; *provided* that no phantom stock or similar plan providing for payments only on account of services provided by current or

former directors, officers, employees or consultants of the Borrower or the Subsidiaries shall be a Hedge Agreement.

"Holdco": as defined in the preamble to this Agreement.

"Holdings": as defined in the preamble to this Agreement.

"IFRS" means the International Financial Reporting Standards as issued by the International Accounting Standards Board.

"Immaterial Subsidiary": any Subsidiary now existing or hereafter acquired or formed and each successor thereto, (a) which accounts for not more than the lesser of 5% of (i) the consolidated gross revenues (after intercompany eliminations) of Holdings, the Borrower and the Restricted Subsidiaries and (ii) the consolidated assets (after intercompany eliminations) of Holdings, the Borrower and the Restricted Subsidiaries, in each case, as of the last day of the most recently completed fiscal quarter as reflected on the financial statements for such quarter, and (b) if the Subsidiaries that constitute Immaterial Subsidiaries pursuant to clause (a) above account for, in the aggregate, more than the lesser of (i) 10% of such consolidated gross revenues (after intercompany eliminations) and (ii) 10% of the consolidated assets (after intercompany eliminations), each as described in clause (b) above, then the term "Immaterial Subsidiary" shall not include each such Subsidiary (starting with the Subsidiary that accounts for the most consolidated gross revenues or consolidated assets and then in descending order) necessary to account for at least 90% of the consolidated gross revenues and 90% of the consolidated assets, each as described in clause (b) above.

"Increase Term Joinder": as defined in Section 2.4(c).

"Incremental Lender": any Person that makes a Term Loan pursuant to Section 2.4 or has a commitment to make an Incremental Term Loan pursuant to Section 2.4.

"Incremental Term Facility": as defined in Section 2.4(a).

"Incremental Term Loan Commitment": as defined in Section 2.4(a).

"Incremental Term Loans": as defined in Section 2.4(c).

"Indebtedness": of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (including Earn-Out Obligations but excluding current trade payables and payroll liabilities incurred in the ordinary course of such Person's business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of acceptances, letters of credit, surety bonds or similar arrangements, (g) the liquidation value of all Disqualified Capital Stock of such Person, (h) all

Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (g) above, (i) all obligations of the kind referred to in clauses (a) through (h) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation, and (j) for the purposes of Sections 7.1 and 8(e) only, all obligations of such Person in respect of Hedge Agreements. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor. For purposes of clause (j) above (including as such clause applies to Section 8(e)), the principal amount of Indebtedness in respect of Hedge Agreements shall equal the amount that would be payable (giving effect to netting) at such time if such Hedge Agreement were terminated. For the avoidance of doubt Indebtedness does not include compensation and benefits paid, to be paid, provided or to be provided, in the ordinary course of business and not yet overdue.

"Indemnified Liabilities": as defined in Section 10.5(b).

"Indemnified Taxes": (a) Taxes other than Excluded Taxes imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and, (b) to the extent not otherwise described in subsection (a), Other Taxes.

"Indemnitee": as defined in Section 10.5(b).

"Insolvency": with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

"Insolvent": pertaining to a condition of Insolvency.

"Intellectual Property": collectively, all United States and foreign (a) patents, patent applications, certificates of inventions, industrial designs, together with any and all inventions described and claimed therein, and reissues, divisions, continuations, extensions and continuations-in-part thereof and amendments thereto; (b) trademarks, service marks, certification marks, trade names, slogans, logos, trade dress, Internet Domain Names, and other source identifiers, whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or any political subdivision thereof, together with any and all registrations and applications for any of the foregoing, goodwill connected with the use thereof and symbolized thereby, and extensions and renewals thereof and amendments thereto; (c) copyrights (whether statutory or common law, and whether published or unpublished), copyrightable subject matter, and all mask works (as such term is defined in 17 U.S.C. Section 901, *et seq*.), together with any and all registrations and applications therefor, and renewals and extensions thereof and amendments thereto; (d) rights in computer programs (whether in source code, object code, or other form), algorithms, databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing ("Software"); (e) trade secrets and proprietary or confidential information, data and databases, know-how and

proprietary processes, designs, inventions, and any other similar intangible rights, to the extent not covered by the foregoing, whether statutory or common law, whether registered or unregistered; (f) income, fees, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages, claims and payments for past, present or future infringements, misappropriations or other violations thereof; (g) rights and remedies to sue for past, present and future infringements, misappropriations and other violations of any of the foregoing; and (h) rights, priorities, and privileges corresponding to any of the foregoing or other similar intangible assets throughout the world.

"Intellectual Property Security Agreements": an intellectual property security agreement or such other agreement, as applicable, pursuant to which each Loan Party which owns any Intellectual Property which is the subject of a registration or application with the United States Patent and Trademark Office or the United States Copyright Office (or, with respect to each Loan Party which owns any Intellectual Property which is the subject of a registration or application with the equivalent authority in the Republic of Ireland) grants to the Collateral Agent, for the benefit of the Secured Parties a security interest in such Intellectual Property attached hereto as Exhibit G.

"Intercompany Note": the Intercompany Note to be executed and delivered by each Subsidiary of Holdings that is not a Loan Party, substantially in the form attached hereto as Exhibit H.

"Interest Payment Date": (a) as to any ABR Loan, the last day of each March, June, September and December to occur while such Loan is outstanding and the final maturity date of such Loan, (b) as to any LIBOR Rate Loan having an Interest Period of three (3) months or less, the last day of such Interest Period, and (c) as to any LIBOR Rate Loan having an Interest Period longer than three (3) months, each day that is three (3) months, or a whole multiple thereof, after the first day of such Interest Period and the last day of such Interest Period.

"Interest Period": as to any LIBOR Rate Loan, (a) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such LIBOR Rate Loan and ending one, two, three or six months (or if consented to by all Lenders, ~~nine or~~ twelve months) thereafter, as selected by the Borrower in its notice of borrowing or notice of conversion, as the case may be, given with respect thereto; and (b) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such LIBOR Rate Loan and ending one, two, three or six months (or if consented to by all Lenders, nine or twelve months) thereafter, as selected by the Borrower by irrevocable notice to the Administrative Agent no later than 12:00 Noon, New York City time, on the date that is three (3) Business Days prior to the last day of the then current Interest Period with respect thereto; *provided* that, the initial Interest Period will commence on the Restatement Effective Date and end on December 3, 2012; *provided*, *further*, all of the foregoing provisions relating to Interest Periods are subject to the following:

(i) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless

the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(ii) the Borrower may not select an Interest Period that would extend beyond the Term Loan Maturity Date; and

(iii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month.

"Intermediate Holdco": as defined in the preamble to this Agreement.

"Internally Generated Cash": with respect to any period, any cash of Holdings, the Borrower or any Subsidiary Guarantor generated during such period, excluding Net Cash Proceeds and any cash constituting proceeds from an incurrence of Indebtedness, an issuance of Capital Stock or a capital contribution, in each case, except to the extent such proceeds are included as income in calculating Consolidated Net Income for such period.

"Internet Domain Names": all Internet domain names and associated URL addresses.

"Investments": as defined in Section 7.6.

"IP Sale": any Disposition of any Intellectual Property (excluding in any case any such Disposition permitted by clauses (c), (e), (k) and (n) of Section 7.4) that yields gross proceeds to any Group Member (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds) in excess of $~~2,500,000~~7,500,000.

"IRS": the United States Internal Revenue Service.

"Junior Financing": any Junior Indebtedness or any other Indebtedness of Holdings or any Subsidiary that is, or that is required to be, contractually subordinated in payment or lien priority to the Obligations.

"Junior Financing Documentation": any documentation governing any Junior Financing.

"Junior Indebtedness": Indebtedness of any Person so long as (a) such Indebtedness shall not require any amortization prior to the date that is six (6) months following the Term Loan Maturity Date; (b) the weighted average maturity of such Indebtedness shall occur after the date that is six (6) months following the Term Loan Maturity Date; (c) the mandatory prepayment provisions, affirmative and negative covenants and financial covenants shall be no more restrictive, taken as a whole, than the provisions set forth in the Loan Documents, as determined in good faith and certified in writing to the Administrative Agent by a Responsible Officer of the Borrower; (d) such Indebtedness is unsecured; (e) if such

Indebtedness is Subordinated Indebtedness, the other terms and conditions thereof shall be satisfied; (f) if such Indebtedness is incurred by a Subsidiary that is not a Loan Party, (i) such Subsidiary shall have also provided a guarantee of the Obligations substantially on the terms set forth in the Guarantee and Collateral Agreement and (ii) if the Indebtedness being guaranteed, is subordinated to the Obligations, such guarantee, shall be subordinated to the guarantee of the Obligations on terms at least as favorable to the Lenders as those contained in the subordination of such Indebtedness; and (g) if such Indebtedness is incurred by a Subsidiary that is not a Loan Party, subject to Section 7.6(g), such Indebtedness may be guaranteed by another Group Member.

"Key IP": the Intellectual Property covering the products marketed under the following brand names: "~~AMPYRA",~~ ~~"~~VIVITROL", "BYDUREON", "RISPERDAL CONSTA" and "INVEGA SUSTENNA", and any derivative or modified products or property thereof.

"Lead Arrangers": Morgan Stanley Senior Funding, Inc., Citigroup Global Markets, Inc. and J.P. Morgan Securities LLC, each, in its capacity as joint lead arranger under this Agreement.

"Lender Insolvency Event": (a) a Lender or its Parent Company is adjudicated by a Governmental Authority to be insolvent, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of its creditors, or (b) such Lender or its Parent Company is the subject of a bankruptcy, insolvency, reorganization, liquidation or similar proceeding, or such Lender becomes the subject of a Bail-In Action, or a receiver, trustee, conservator, intervenor or sequestrator or the like has been appointed for such Lender or its Parent Company, or such Lender or its Parent Company has indicating its consent to or acquiescence in any such proceeding or appointment.

"Lenders": each Term Lender and Incremental Lender.

"LIBOR": with respect to each day during each Interest Period pertaining to a LIBOR Rate Loan, the rate per annum offered for deposits of Dollars for the applicable Interest Period that appears on Reuters Screen LIBOR01 Page as of 11:00 A.M., London, England time, two (2) Business Days prior to the first day of such Interest Period or (b) if no such offered rate exists, such rate will be the rate of interest per annum as determined by the Administrative Agent (rounded upwards, if necessary, to the nearest 1/100 of 1%) at which deposits of Dollars in immediately available funds are offered at 11:00 A.M., London, England time, two (2) Business Days prior to the first day in the applicable Interest Period by major financial institutions reasonably satisfactory to the Administrative Agent in the London interbank market for such interest period and for an amount equal or comparable to the principal amount of the Term Loans to be borrowed, converted or continued as LIBOR Rate Loans on such date of determination.

"LIBOR Floor": with respect to ~~2021~~the 2023 Term Loans, ~~0.75% and with respect to 2016 Term Loans, 0~~0.00%.

"LIBOR Rate": with respect to each day during each Interest Period pertaining to a LIBOR Rate Loan, the rate per annum equal to the greater of (a) the LIBOR Floor and (b) for

each Interest Period following the initial Interest Period, the rate per annum determined by the Administrative Agent (rounded upward to the nearest 1/100th of 1%) by dividing (i) LIBOR for such Interest Period by (ii) 1.00 - Eurocurrency Reserve Requirements. The LIBOR Rate shall be adjusted on and as of the effective date of any change in the Eurocurrency Reserve Requirements.

"LIBOR Rate Loans": loans the rate of interest applicable to which is based upon the LIBOR Rate.

"LIBOR Tranche": the collective reference to LIBOR Rate Loans under a particular loan facility the then current Interest Periods with respect to all of which begin on the same date and end on the same later date (whether or not such Loans shall originally have been made on the same day).

"Lien": means, with respect to any property or asset, (a) any mortgage, deed of trust, lien (statutory or otherwise), pledge, hypothecation, encumbrance, charge or security interest in, on, of or with respect to such property or asset, (b) any right, title or interest of any Person (including any vendor or lessor) under any conditional sale agreement, capital lease or title retention agreement (or any capital or financing lease having substantially the same economic effect as any of the foregoing) relating to such property or asset and (c) in the case of securities (debt or equity), any purchase option, call, put or similar right of any Person with respect to such securities.

"Loan Documents": this Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Security Documents and the Notes.

"Loan Party": each of Holdings, the Borrower and the Subsidiary Guarantors.

"Margin Stock": as defined in Regulation U of the Board as from time to time in effect and any successor to all or a portion thereof.

"Material Adverse Effect": (a) a material adverse effect upon, the business, assets, liabilities, operations or condition (financial or otherwise) of Holdings and its Subsidiaries, taken as a whole; or (b) a material adverse effect upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party.

"Material Indebtedness": of any Person at any date, Indebtedness the outstanding principal amount of which exceeds in the aggregate $~~10,000,000~~50,000,000.

"Materials of Environmental Concern": any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products, or any substances, materials, wastes, pollutants or contaminants in any form regulated under any Environmental Law, including asbestos and asbestos-containing materials, polychlorinated biphenyls, radon gas, radiation, and electromagnetic or radio frequency emissions.

"Maximum Rate": as defined in Section 3.5(e).

"Merger Sub": ANTLER ACQUISITION CORP., a corporation organized under the laws of the Commonwealth of Pennsylvania and a wholly-owned subsidiary of Holdco and to be merged with and into the Borrower.

"Moody's": Moody's Investors Service, Inc.

"Mortgaged Properties": the real properties as to which the Collateral Agent for the benefit of the Secured Parties is granted a Lien pursuant to the Mortgages pursuant to Section 6.10.

"Mortgages": any mortgages and deeds of trust or any other documents creating and evidencing Liens on Mortgaged Properties made by any Loan Party in favor of, or for the benefit of, the Collateral Agent for the benefit of the Secured Parties, which shall be in a form reasonably satisfactory to the Administrative Agent and the Collateral Agent.

"Multiemployer Plan": a Plan that is a "multiemployer" plan as defined in Section 4001(a)(3) of ERISA.

"Multiple Employer Plan" means a single employer plan, as defined in Section 4001(a)(15) of ERISA, that (a) is maintained for employees of any Group Member or any Commonly Controlled Entity and at least one person other than a Group Member or a Commonly Controlled Entity or (b) was so maintained and in respect of which any Group Member or a Commonly Controlled Entity could have liability under Section 4064 or 4069 of ERISA in the event such plan has been or were to be terminated.

"Net Cash Proceeds":

(a) in connection with any Asset Sale, IP Sale (other than in connection with any Exclusive License) or any Recovery Event, the proceeds thereof in the form of cash and Cash Equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or held in escrow or purchase price adjustment receivable or by the Disposition of any non-cash consideration received in connection therewith or otherwise, but only as and when received and net of costs, amounts and taxes set forth below), net of:

(i) attorneys' fees, accountants' fees, investment banking fees and other professional and transactional fees actually incurred in connection therewith;

(ii) amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset that is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Document);

(iii) other fees and expenses actually incurred in connection therewith;

(iv) taxes paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements);

(v) amounts provided as a reserve in accordance with GAAP against any liabilities associated with the assets disposed of in an Asset Sale (including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such Asset Sale); *provided* that such amounts shall be considered Net Cash Proceeds upon release of such reserve; and

(b) in connection with any Exclusive License, the proceeds thereof in the form of cash and Cash Equivalents constituting Upfront Payments, net of:

(i) attorneys' fees, accountants' fees, investment banking fees and other professional and transactional fees actually incurred in connection therewith;

(ii) other fees and expenses actually incurred in connection therewith;

(iii) taxes paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements);

(iv) amounts provided as a reserve in accordance with GAAP against any liabilities associated with such Exclusive License (including, without limitation, against any indemnification obligations associated with such Exclusive License); *provided* that such amounts shall be considered Net Cash Proceeds upon release of such reserve; and

(c) in connection with any issuance or sale of Capital Stock, any capital contribution or any incurrence of Indebtedness, the cash proceeds received from such issuance, contribution or incurrence, net of attorneys' fees, investment banking fees, accountants' fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

"Non-Consenting Lenders": as defined in Section 10.1.

"Non-Defaulting Lender": at any time, a Lender that is not a Defaulting Lender.

"Non-U.S. Pension Plan": any plan, fund or other similar program established or maintained outside the United States by a Group Member primarily for the benefit of employees of Group Members residing outside the United States, which plan, fund or other similar program provides for retirement income of such employees or a deferral of income from such employees in contemplation of retirement and is not subject to ERISA or the Code.

"Not Otherwise Applied": with reference to any amount of proceeds of any transaction, that (a) was not required to be applied to prepay the Term Loans pursuant to

Section 3.2(c) and (b) was not previously applied in determining the permissibility of a transaction under the Loan Documents where such permissibility was (or may have been) contingent on receipt of such amount or utilization of such amount for a specified purpose.

"Notes": the collective reference to any promissory note evidencing Loans.

"Obligations": the unpaid principal of and interest on (including interest accruing after the maturity of the Term Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any Insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Term Loans and all other obligations and liabilities of the Loan Parties to any Agent or to any Lender (or, in the case of Specified Hedge Agreements, any Qualified Counterparty), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document, any Specified Hedge Agreement or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to any Agent or to any Lender that are required to be paid by the Borrower pursuant hereto) or otherwise; *provided* that, notwithstanding anything to the contrary contained herein or in the other Loan Documents, the Obligations shall exclude any Excluded Swap Obligations of any Guarantor.

"OFAC": as defined in Section 4.23(a).

"Offer": as defined in Section 10.6(b).

"Offer Loans": as defined in Section 10.6(b).

"Original Closing Date": September 16, 2011.

"Original Credit Agreement": as defined in the recitals to this Agreement.

"Organizational Documents": as to any Person, the Certificate of Incorporation, Certificate of Formation, By-Laws, Limited Liability Company Agreement, Memorandum and Articles of Association, Partnership Agreement or other similar organizational or governing documents of such Person.

"Other Taxes": any and all present or future stamp or documentary Taxes or any other excise or property Taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Parent Company": with respect to a Lender, the bank holding company (as defined in Board Regulation Y), if any, of such Lender, and/or any Person owning, beneficially or of record, directly or indirectly, a majority of the shares of such Lender.

"Parent Entity" shall mean any of Holdings, Intermediate Holdco and Holdco and any other person of which Holdings is a Subsidiary.

"Participant": as defined in Section 10.6(e).

"Patriot Act": the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001).

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor entity performing similar functions).

"Perfection Certificate": shall mean a perfection certificate in the form of Exhibit I-1 or any other form approved by the Collateral Agent, as the same shall be supplemented from time to time by a Perfection Certificate Supplement or otherwise.

"Perfection Certificate Supplement" shall mean a perfection certificate supplement in the form of Exhibit I-2 or any other form approved by the Collateral Agent.

"Permitted Acquisition": any acquisition, whether by purchase, merger or otherwise, of all or substantially all of the assets of, all or a majority of the Capital Stock of, or a business line or unit or a division of, any Person; *provided*:

(a) immediately prior to, and after giving effect thereto, no Default or Event of Default shall have occurred and be continuing or would result therefrom;

(b) all transactions in connection therewith shall be consummated, in all material respects, in accordance with all applicable laws and in conformity with all applicable Governmental Authorizations;

(c) in the case of the acquisition of Capital Stock, such Capital Stock shall become subject to a security interest in favor of the Collateral Agent for the benefit of the Secured Parties and the issuer of such Capital Stock shall become a Loan Party, in each case, in accordance with Section 6.10 and 6.11;

(d) either (x) the Consolidated Leverage Ratio, in each case, calculated on a *pro forma* basis after giving effect to such acquisition as if such acquisition had occurred on the first day of the most recent period of four (4) consecutive fiscal quarters of the Borrower for which financial statements are available shall be either (~~x~~A) less than 4.50:1.00 or (~~y~~B) no greater than the Consolidated Leverage Ratio as of ~~the last~~immediately prior to such acquisition or (y) the Fixed Charge Coverage Ratio, in each case, calculated on a *pro forma* basis after giving effect to such acquisition as if such acquisition had occurred on the first day of the most recent period of four (4) consecutive fiscal quarters of the Borrower for which financial statements ~~have been delivered pursuant to Section 6.1~~are available shall be either (A) greater than or equal to 2.00:1.00 or (B) no less than the Fixed Charge Coverage Ratio as of immediately prior to such acquisition;

(e) Holdings shall have delivered to the Administrative Agent at least five (5) Business Days prior to such proposed acquisition, a Compliance Certificate evidencing compliance with clause (d) above and compliance with clause (f) below, together with all relevant financial information with respect to such acquired assets,

including, in the event the Consolidated EBITDA (calculated on a pro forma basis) of the assets and property subject to such acquisition is greater than 25% of the Consolidated EBITDA (calculated on a pro forma basis) of Holdings, appropriate revisions to the Projections included in the Confidential Information Memorandum, or, if Projections have been provided pursuant to Section 6.2(b), appropriate revisions to such Projections, in each case after giving effect to such proposed acquisition (such revised projections or Projections to be accompanied by a certificate of a Responsible Officer of the Borrower stating that such revised projections or Projections are based on estimates, information and assumptions set forth therein and otherwise believed by such Responsible Officer of the Borrower to be reasonable at such time (it being recognized that such revised projections or Projections relate to future events and are not to be viewed as fact and that actual results during the period covered thereby may differ from such revised projections or Projections by a material amount)); and

(f) any Person or assets or division as acquired in accordance herewith shall be in substantially the same business or lines of business in which Holdings and/or its Subsidiaries are engaged, or are permitted to be engaged, as provided in Section 7.14, as of the time of such acquisition.

"Permitted Refinancing": as to any Indebtedness, the incurrence of other Indebtedness to refinance, extend, renew, defease, restructure, replace or refund (collectively, "refinance") such existing Indebtedness; *provided* that, in the case of such other Indebtedness, the following conditions are satisfied: (a) the weighted average life to maturity of such refinancing Indebtedness shall be greater than or equal to the weighted average life to maturity of the Indebtedness being refinanced; (b) the principal amount of such refinancing Indebtedness shall be less than or equal to the principal amount (including any accreted or capitalized amount) then outstanding of the Indebtedness being refinanced, plus any required premiums and other amounts paid, and fees and expenses incurred, in connection with such modification, refinancing, refunding, renewal or extension and by any amount equal to any existing commitments unutilized thereunder; (c) the respective obligor or obligors shall be the same on the refinancing Indebtedness as on the Indebtedness being refinanced; (d) the security, if any, for the refinancing Indebtedness shall be substantially the same as that for the Indebtedness being refinanced (except to the extent that less security is granted to holders of refinancing Indebtedness); and (e) the refinancing Indebtedness is subordinated to the Obligations on terms that are at least as favorable, taken as a whole, as the Indebtedness being refinanced (as determined in good faith and certified in writing to the Administrative Agent by a Responsible Officer of the Borrower) and the holders of such refinancing Indebtedness have entered into any subordination or intercreditor agreements reasonably requested by the Administrative Agent evidencing such subordination.

"Person": an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Plan": at a particular time, any employee benefit plan that is covered by ERISA and in respect of which the Borrower or a Commonly Controlled Entity is (or, if such plan were

terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Platform": as defined in Section 6.1.

"Pledged Company": any Subsidiary of Holdings the Capital Stock of which is pledged to the Collateral Agent pursuant to any Security Document.

"Pledged Equity Interests": as defined in the Guarantee and Collateral Agreement.

"Portfolio Interest Exemption": as defined in Section 3.10.

"Pound Sterling": the lawful currency of the United Kingdom.

"Pro Forma Financial Statements": as defined in Section 4.1(a).

"Projections": as defined in Section 6.2(b).

"Properties": as defined in Section 4.17(a).

"Property": any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Capital Stock.

"PTE": a prohibited transaction class exemption issued by the United States Department of Labor, as any such exemption may be amended from time to time.

"Qualified Capital Stock": any Capital Stock (other than warrants, rights or options referenced in the definition thereof) that either (a) does not have a maturity and is not mandatorily redeemable, or (b) by its terms (or by the terms of any employee stock option, incentive stock or other equity-based plan or arrangement under which it is issued or by the terms of any security into which it is convertible or for which it is exchangeable (or from which it was converted or exchanged)), or upon the happening of any event, (x) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (excluding any mandatory redemption resulting from an asset sale or change in control so long as no payments in respect thereof are due or owing, or otherwise required to be made, until all Obligations have been paid in full in cash), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, or requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case, at any time on or after the one hundred eighty-first day following the Term Loan Maturity Date, or (y) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (or has been converted or exchanged from) (i) debt securities or (ii) any Capital Stock referred to in clauses (a) or (b)(x) above, in each case, at any time on or after the one hundred eighty-first day following the Term Loan Maturity Date.

"Qualified Counterparty": with respect to any Hedge Agreement, any counterparty thereto that is, or that at the time such Hedge Agreement was entered into, was, a

Lender, an Affiliate of a Lender, an Agent or an Affiliate of an Agent (or, in the case of any such Hedge Agreement entered into prior to the Restatement Effective Date, any counterparty that was a Lender, an Affiliate of a Lender, an Agent or an Affiliate of an Agent on the Original Closing Date); *provided* that, in the event a counterparty to a Hedge Agreement at the time such Hedge Agreement was entered into (or, in the case of any Hedge Agreement entered into prior to the Restatement Effective Date, on the Original Closing Date) was a Qualified Counterparty, such counterparty shall constitute a Qualified Counterparty hereunder and under the other Loan Documents.

"Quarterly Payment Date": March 31, June 30, September 30 and December 31 of each year.

"Recovery Event": any settlement of or payment in excess of $~~5,000,000~~7,500,000 in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of any Group Member.

"Refinanced Term Loans": as defined in Section 10.1.

"Refinancing": as defined in the recitals to this Agreement.

"Register": as defined in Section 10.6(d).

"Regulation S-X": Regulation S-X promulgated under the Securities Act.

"Regulation T": Regulation T of the Board as in effect from time to time.

"Regulation U": Regulation U of the Board as in effect from time to time.

"Regulation X": Regulation X of the Board as in effect from time to time.

"Reinvestment Deferred Amount": with respect to (i) any Reinvestment Event (other than any IP Sale), the aggregate Net Cash Proceeds and (ii) any Reinvestment Event that is an IP Sale, 75% of the aggregate Net Cash Proceeds, in each case, received by any Group Member in connection therewith that are not applied to prepay the Term Loans pursuant to Section 3.2(b) as a result of ~~the delivery of~~ a Reinvestment ~~Notice~~Event.

"Reinvestment Event": any Asset Sale, IP Sale or Recovery Event in respect of which the Borrower ~~has delivered a Reinvestment Notice.~~

~~"Reinvestment Notice": a written notice executed by a Responsible Officer stating that no Event of Default has occurred and is continuing and that the Borrower, (directly or indirectly through a Restricted Subsidiary)~~ intends and expects to reinvest all or a specified portion of the Net Cash Proceeds of an Asset Sale, IP Sale or Recovery Event in its business (including by making Permitted Acquisitions and funding research and development costs); *provided* that in the case of an IP Sale of Key IP the proceeds from such IP Sale ~~(a) are maintained in an account that is the subject of a Control Agreement until the earlier of (i) the Reinvestment Prepayment Date, (ii) the date on which they are reinvested in accordance with this Agreement or (iii) the date on which they are applied in prepayment of the Term Loans and~~

~~(b)~~ may not be invested or reinvested in any Unrestricted Subsidiary or be used to fund research and development ~~costs.~~; *provided further* that concurrently with the delivery of any financial statements pursuant to Section 6.1(a), to the extent not previously disclosed and delivered to the Administrative Agent and the Collateral Agent, the Borrower shall deliver a written notice executed by a Responsible Officer certifying as to the relevant portion of the Net Cash Proceeds from any Asset Sale, IP Sale or Recovery Event subject to a Reinvestment Event occurring during such fiscal year.

"Reinvestment Prepayment Amount": with respect to any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount reinvested prior to the relevant Reinvestment Prepayment Date in the Borrower's or the Restricted Subsidiaries' businesses (including by making Permitted Acquisitions and, except for in the case of an IP Sale of Key IP, funding research and development costs); *provided* that, in the case of an IP Sale of Key IP, such assets shall be reasonably comparable (including as to value and as to quality and amount of cash flows that are expected to be generated therefrom) as the Key IP disposed in such IP Sale, as determined by the Borrower in good faith and confirmed in a certificate of a Responsible Officer delivered to the Administrative Agent on or prior to such date.

"Reinvestment Prepayment Date": with respect to any Reinvestment Event, the earlier of (a) the date occurring twelve (12) months (or if Intermediate Holdco, the Borrower or a Restricted Subsidiary, as the case may be has entered into a legally binding commitment to reinvest such Reinvestment Deferred Amount during such twelve (12) month period, eighteen (18) months) after such Reinvestment Event and (b) the date on which the Borrower shall have determined not to, or shall have otherwise ceased to, reinvest the relevant Reinvestment Deferred Amount in accordance with this Agreement.

"Related Indemnified Person": of an indemnified person means (a) any controlling person or controlled affiliate of such indemnified person, (b) the respective directors, officers, or employees of such indemnified person or any of its controlling persons or controlled affiliates and (c) the respective agents of such indemnified person or any of its controlling persons or controlled affiliates, in the case of this clause (c), acting at the instructions of such indemnified person, controlling person or such controlled affiliate; *provided* that each reference to a controlled affiliate or controlling person in this sentence pertains to a controlled affiliate or controlling person involved in the negotiation or syndication of this Agreement and the Term Loans.

"Related Party Register": as defined in Section 10.6(d).

"Release": any release, spill, emission, discharge, deposit, disposal, leaking, pumping, pouring, dumping, emptying, injection, or leaching into the Environment, or into or from any building or facility.

"Reorganization": with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

"Replacement Term Loans": as defined in Section 10.1.

"Reportable Event": any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty (30) day notice period is waived pursuant to PBGC Reg. § 4043.

"Repricing Transaction": in connection with a transaction the primary purpose of which is to reduce the effective interest cost or weighted average yield (excluding any arrangement or commitment fees in connection therewith) applicable to the ~~the~~ ~~2021~~2023 Term Loans (a) the prepayment, refinancing, substitution or replacement of all or a portion of the ~~2021~~2023 Term Loans with the incurrence of any new long-term first lien bank indebtedness by the Borrower or any of its Restricted Subsidiaries having an effective interest cost or weighted average yield at the time of incurrence thereof that is less than the effective interest cost or weighted average yield of such ~~2021~~2023 Term Loans at the time of such incurrence or (b) any amendment to this Agreement that, directly or indirectly, reduces the effective interest cost or weighted average yield of such ~~2021~~2023 Term Loans (or any Lender must assign its Terms Loans as a result of its failure to consent to any such amendment). No "Repricing Transaction" shall be deemed to occur in connection with any Change of Control or Transformative Acquisition.

"Required Lenders": at any time, the holders of more than 50% of the sum of (a) the aggregate unpaid principal amount of the Term Loans then outstanding and (b) the Total Term Commitments then in effect.

"Requirement of Law": as to any Person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject, including, in each case, any applicable Health Care Laws.

"Responsible Officer": the chief executive officer, president, chief financial officer, treasurer or assistant treasurer of Holdings or the Borrower (unless otherwise specified), but in any event, with respect to financial matters, the chief financial officer, treasurer or assistant treasurer of the Borrower.

"Restatement Effective Date": the date on which all the conditions set forth in Section 3 of the First Amendment are satisfied.

"Restricted Payments": as defined in Section 7.5.

"Restricted Subsidiary": shall mean any Subsidiary that is not an Unrestricted Subsidiary.

"S&P": Standard & Poor's Ratings Services.

"SEC": the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

"Second Amendment": that certain Amendment No. 2 to Amended and Restated Credit Agreement, dated as of February 14, 2013, among Borrower, Holdings, Intermediate

Holdco, the Guarantors party thereto, the Administrative Agent and certain Term Lenders party thereto.

"Second Amendment Effective Date": the date on which all of the conditions contained in Section 3 of the Second Amendment have been satisfied or waived by the Administrative Agent.

"Second Lien Credit Agreement": the Second Lien Credit Agreement dated as of September 16, 2011 among Holdings, the Borrower, Morgan Stanley Senior Funding, Inc. as administrative agent, and the other parties thereto.

"Secured Parties": the collective reference to the Lenders, the Agents, and the Qualified Counterparties, and each of their successors and assigns.

"Securities Act": the Securities Act of 1933, as amended.

"Security Documents": the collective reference to the Guarantee and Collateral Agreement, the Debentures, the Mortgages (if any), the Control Agreements, the Intellectual Property Security Agreements and all other security documents hereafter delivered to the Administrative Agent or the Collateral Agent granting a Lien on any property of any Person to secure the Obligations of any Loan Party under any Loan Document or any Specified Hedge Agreement.

"Single Employer Plan": any Plan that is covered by Title IV of ERISA, but that is not a Multiemployer Plan.

"Software": as defined in the definition of Intellectual Property.

"Solvent": as to any Person at any time, that (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person; (b) the present fair salable value of the assets of such Person is greater than the amount that will be required to pay the probable liability of such Person on the sum of its debts and other liabilities, including contingent liabilities; (c) such Person has not, does not intend to, and does not believe (nor should it reasonably believe) that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they become due (whether at maturity or otherwise); (d) such Person does not have unreasonably small capital with which to conduct the businesses in which it is engaged as such businesses are now conducted and are proposed to be conducted following the Restatement Effective Date; (e) it is not unable to pay its debts as they fall due; and (f) in the case of any such Person organized under the laws of the Republic of Ireland, it is not deemed unable to pay its debts as they fall due for purposes of the laws of the Republic of Ireland.

"Special Flood Hazard Area": an area that FEMA's current flood maps indicate has at least a one percent (1%) chance of a flood equal to or exceeding the base flood elevation (a 100-year flood) in any given year.

"specified currency": as defined in Section 10.17.

"Specified Hedge Agreement": any Hedge Agreement entered into by (a) any Loan Party and (b) any Qualified Counterparty, as counterparty; *provided*, that any release of Collateral or Guarantors effected in the manner permitted by this Agreement shall not require the consent of holders of obligations under Specified Hedge Agreements; *provided*, however, that notwithstanding such release, nothing herein shall limit the contractual rights of any such Qualified Counterparty set forth in such Specified Hedge Agreement.

"Stock Certificates": Collateral consisting of certificates representing Capital Stock of any Subsidiary of Holdings for which a security interest can be perfected by delivering such certificates.

"Subordinated Indebtedness": any unsecured Junior Indebtedness of the Borrower or a Subsidiary Guarantor the payment of principal and interest of which and other obligations of the Borrower or such Subsidiary Guarantor in respect thereof are subordinated to the prior payment in full of the Obligations on terms and conditions reasonably satisfactory to the Administrative Agent.

"Subsidiary": as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person and, in the case of Person which is a company incorporated in Ireland, shall include a subsidiary of such Person within the meaning of Section 7 of the Companies Act 2014 of Ireland. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of Holdings.

"Subsidiary Guarantor": each Subsidiary of Holdings (other than the Borrower) that guarantees the Obligations pursuant to a Loan Document or pursuant to Section 6.10.

"Survey": a survey of any Mortgaged Property (and all improvements thereon) which is (a) (i) prepared by a surveyor or engineer licensed to perform surveys in the jurisdiction where such Mortgaged Property is located, (ii) dated (or redated) not earlier than six months prior to the date of delivery thereof unless there shall have occurred within six months prior to such date of delivery any exterior construction on the site of such Mortgaged Property or any easement, right of way or other interest in the Mortgaged Property has been granted or become effective through operation of law or otherwise with respect to such Mortgaged Property which, in either case, can be depicted on a survey, in which events, as applicable, such survey shall be dated (or redated) after the completion of such construction or if such construction shall not have been completed as of such date of delivery, not earlier than 20 days prior to such date of delivery, or after the grant or effectiveness of any such easement, right of way or other interest in the Mortgaged Property, *provided* that the Borrower shall have a reasonable amount of time to deliver such redated survey, (iii) certified by the surveyor (in a manner reasonably acceptable to the Administrative Agent) to the Administrative Agent, the Collateral Agent and the Title Company, (iv) complying in all respects with the minimum detail requirements of the American

Land Title Association as such requirements are in effect on the date of preparation of such survey and (v) sufficient for the Title Company to remove all standard survey exceptions from the title insurance policy (or commitment) relating to such Mortgaged Property and issue customary endorsements or (b) otherwise acceptable to the Collateral Agent.

"Swap Obligations": with respect to any Loan Party any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Swiss Franc": the lawful currency of Switzerland.

"Syndication Agent(s)": as defined in the preamble to this Agreement.

"Syndication Date": the date on which the Lead Arrangers complete syndication of the Term Loans and the entities selected in such syndication process become parties to this Agreement.

"Taxes": taxes, levies, imposts, duties, charges, fees, deductions or withholdings imposed by any Governmental Authority, and any interest, penalties or additions to tax imposed with respect thereto.

"Tax Status Certificate": as defined in Section 3.10.

"Term Commitments": (x) prior to the Fifth Amendment Effective Date, each of the 2016 Term Commitments and 2019 Term Commitments and (y) on and after the Fifth Amendment Effective Date, the 2023 Term Commitments.

"Term Facilities": (x) prior to the Fifth Amendment Effective Date, each of the 2016 Term Facility and 2021 Term Facility and (y) on and after the Fifth Amendment Effective Date, the 2023 Term Facility.

"Term Lender": (x) prior to the Fifth Amendment Effective Date, each 2016 Term Lender and 2021 Term Lender, as the context may require and (y) on and after the Fifth Amendment Effective Date, each 2023 Term Lender.

"Term Loans": ~~as defined in Section 2.1(b),~~ (x) prior to the Fifth Amendment Effective Date, collectively, the 2021 Term Loans and the 2016 Term Loans and (y) on and after the Fifth Amendment Effective Date, the 2023 Term Loans, together with any Incremental Term Loans, if applicable.

"Term Loan Increase Effective Date": as defined in Section 2.4(a).

"Term Loan Maturity Date": ~~(a)~~ in the case of the ~~2016~~2023 Term Facility, the ~~2016~~2023 Term Loan Maturity Date ~~and (b) in the case of the 2021 Term Facility, the 2021 Term Loan Maturity Date, as the context may require~~.

"Term Percentage": ~~each of the 2016 Term Percentage and the 2019 Term Percentage, as the context may require and after the Fourth~~after the Fifth Amendment Effective Date, the ~~2021~~2023 Term Percentage.

"Third Amendment": that certain Amendment No. 3 and Waiver to Amended and Restated Credit Agreement, dated as of May 22, 2013, among Borrower, Holdings, Intermediate Holdco, Holdco, the Guarantors party thereto, the Administrative Agent and certain Term Lenders party thereto.

"Third Amendment Effective Date": the date on which all of the conditions contained in Section 3 of the Third Amendment have been satisfied or waived by the Administrative Agent.

"Title Company": any title insurance company as shall be retained by Borrower and reasonably acceptable to the Administrative Agent.

"Total Term Commitments": at any time, the aggregate amount of the Term Commitments then in effect. The original aggregate amount of the Total Term Commitments on the Restatement Effective Date ~~is~~was $375,000,000.

"Tranche": each of the ~~2016~~2021 Term Loans~~, the 2019 Term Loans (~~ and, on and after the ~~Fourth~~Fifth Amendment Effective Date, the ~~2021~~2023 Term Loans~~)~~, any Term Loans borrowed in accordance with Section 2.4, any "extended tranche" as set forth in Section 3.16 and any Replacement Term Loans, as the context may require.

"Transaction": collectively, (a) the Refinancing, (b) the borrowing of the Term Loans on the Restatement Effective Date and (c) the other transactions contemplated by the Loan Documents.

"Transferee": any Assignee or Participant.

"Transformative Acquisition": any acquisition by any Group Member that either (a) is not permitted by the terms of this Agreement and other Loan Documents immediately prior to the consummation of such acquisition or (b) if permitted by the terms of this Agreement and other Loan Documents immediately prior to the consummation of such acquisition, would not provide the Group Members with adequate flexibility under this Agreement and other Loan Documents for the continuation and/or expansion of their combined operations following such consummation, as determined by the Borrower acting in good faith.

"Type": as to any Term Loan, its nature as an ABR Loan or a LIBOR Rate Loan.

"UCC Filing Collateral": Collateral consisting solely of assets for which a security interest can be perfected by filing a Uniform Commercial Code financing statement.

"Unasserted Contingent Obligations": as defined in the Guarantee and Collateral Agreement.

"United States": the United States of America.

"Unrestricted Subsidiary": means any Subsidiary designated by the board of directors of Holdings as an Unrestricted Subsidiary pursuant to Section 6.16, in each case, until such Person ceases to be Unrestricted Subsidiary in accordance with Section 6.16 or ceases to be a Subsidiary.

"Upfront Payment": means, for any Exclusive License, the aggregate cash payment paid to any Group Member on or prior to the consummation of the Exclusive License (and which, for the avoidance of doubt, shall not include any royalty, earnout, milestone payment, contingent payment or any other deferred payment that may be payable thereafter.)

"U.S. GAAP" shall mean generally accepted accounting principles in effect from time to time in the United States.

"Voluntary Prepayment": a prepayment of the Term Loans.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

"Wholly Owned Subsidiary": as to any Person, any other Person, all of the Capital Stock of which (other than directors' qualifying shares required by law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

"Write-Down and Conversion Powers": with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

1.2 Other Definitional Provisions.

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to any Group Member not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP, (ii) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," (iii) the word "incur" shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words "incurred" and "incurrence" shall have correlative meanings), (iv) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Capital Stock, securities, revenues, accounts, leasehold interests and

contract rights, (v) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, restated or otherwise modified from time to time (subject to any applicable restrictions hereunder), (vi) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time and (vii) any references herein to any Person shall be construed to include such Person's successors and assigns.

(c) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(e) Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP in effect as of the Original Closing Date; *provided* that, if either the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Original Closing Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then the Administrative Agent, the Borrower and the Lenders shall negotiate in good faith to amend such provision to preserve the original intent in light of the change in GAAP; *provided* that such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein , any lease that is treated as an operating lease for purposes of GAAP as of the Original Closing Date shall continue to be treated as an operating lease (and any future lease, if it were in effect on the Original Closing Date, that would be treated as an operating lease for purposes of GAAP as of the Original Closing Date shall be treated as an operating lease), in each case for purposes of this Agreement notwithstanding any change in GAAP after the Original Closing Date.

(f) When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment or performance shall extend to the immediately succeeding Business Day and such extension of time shall be reflected in computing interest or fees, as the case may be; *provided* that, with respect to any payment of interest on or principal of LIBOR Rate Loans, if such extension would cause any such payment to be made in the next succeeding calendar month, such payment shall be made on the immediately preceding Business Day.

SECTION 2. AMOUNT AND TERMS OF TERM COMMITMENTS

2.1 Term Commitments. Subject to the terms and conditions hereof, (a) each 2016 Term Lender severally agree~~s~~d to make a term loan (a "2016 Term Loan") to the Borrower on the Restatement Effective Date in an amount not to exceed the 2016 Term Commitment of such 2016 Term Lender ~~and~~, (b) each 2019 Term Lender severally agreed to make a term loan (a "2019 Term Loan" and upon the Fourth Amendment Effective Date, such 2019 Term Loan becoming a term loan with a maturity date of September 25, 2021 (a "2021 Term Loan") ~~and, together with the 2016 Term Loan, the "Term Loans"~~) to the Borrower on the Restatement Effective Date in an amount not to exceed the 2019 Term Commitment of such 2019 Term Lender and (c) each 2023 Term Lender severally agrees to make a term loan or continue its 2021 Term Loan pursuant to the terms of the Fifth Amendment (each, a "2023 Term Loan") to the Borrower on the Fifth Amendment Effective Date in an amount not to exceed the 2023 Term Commitment of such 2023 Term Lender. The Term Loans may from time to time be LIBOR Rate Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 3.3.

2.2 Procedure for Term Loan Borrowing. The Borrower shall give the Administrative Agent irrevocable notice in the form annexed hereto as Exhibit B (which notice must be received by the Administrative Agent prior to 12:00 Noon, New York City time, at least 1 Business Day prior to the anticipated Restatement Effective Date) requesting that the applicable Lenders make the Term Loans on the Restatement Effective Date and specifying the amount to be borrowed. Upon receipt of such notice the Administrative Agent shall promptly notify each applicable Lender thereof. Not later than 12:00 Noon, New York City time, on the Restatement Effective Date, each Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the applicable Term Loan or Term Loans to be made by such Lender (or, upon written notice to the Administrative Agent, through a deemed repayment of loan(s) under the Original Credit Agreement or the Second Lien Credit Agreement held by such Lender and a deemed extension of a Term Loan hereunder). The Administrative Agent shall make the proceeds of such Term Loan or Term Loans available to the Borrower on such Borrowing Date by wire transfer in immediately available funds to a bank account designated in writing by the Borrower to the Administrative Agent.

2.3 Repayment of Term Loans. (i) On each Quarterly Payment Date, beginning with December 31, 2012, the Borrower shall repay to the Administrative Agent for the ratable account of (a) the 2016 Term Lenders the principal amount of 2016 Term Loans then outstanding in an amount equal to 1.25% of the aggregate initial principal amounts of all 2016 Term Loans theretofore borrowed by the Borrower pursuant to Section 2.1(a); provided that no repayment of the type described in this clause (a) shall be required following the third anniversary of the Restatement Effective Date and (b) until the Fourth Amendment Effective Date, the 2019 Term Lenders the principal amount of 2019 Term Loans then outstanding in an amount equal to 0.25% of the aggregate initial principal amounts of all 2019 Term Loans theretofore borrowed by the Borrower pursuant to Section 2.1(b), and (ii) on each Quarterly Payment Date occurring on or after the Fourth Amendment Effective Date and until the Fifth Amendment Effective Date, the Borrower shall repay to the Administrative Agent for the ratable account of the 2021 Term Lenders the principal amount of 2021 Term Loans then outstanding in an amount equal to 0.25% of the aggregate initial principal amounts of the 2019 Term Loans

originally borrowed by the Borrower pursuant to Section 2.1(b) on the Restatement Effective Date and (iii) on each Quarterly Payment Date commencing with the last Business Day of June 30, 2018, the Borrower shall repay to the Administrative Agent for the ratable account of the 2023 Term Lenders the principal amount of 2023 Term Loans then outstanding in an amount equal to 0.25% of the aggregate initial principal amounts of the 2023 Term Loans originally made or continued pursuant to Section 2.1(c) on the Fifth Amendment Effective Date, in each case, in accordance with the order of priority set forth in Section 3.8. The remaining unpaid principal amount of the applicable Tranche of Term Loans and all other Obligations under or in respect of such Tranche of Term Loans shall be due and payable in full, if not earlier in accordance with this Agreement, on (x) in the case of the ~~2016~~2023 Term Facility, the ~~2016 Term Loan Maturity Date, (y) in the case of the 2021 Term Facility, the 2021~~2023 Term Loan Maturity Date and (~~z~~y) in the case of any Incremental Term Loan and Extension Loan, as set forth in the applicable amendment agreement effecting such Term Loan.

2.4 Incremental Term Loans.

(a) Borrower Request. The Borrower may at any time and from time to time after the ~~Restatement~~Fifth Amendment Effective Date by written notice to the Administrative Agent elect to request the establishment of one or more new term loan facilities (each, an "Incremental Term Facility") with term loan commitments (each, an "Incremental Term Loan Commitment") in an aggregate amount not to exceed the greater of (a) $~~140,000,000~~175,000,000 and (b) such amount as will not cause the First Lien Secured Leverage Ratio as of the date of the most recent financial statements delivered pursuant to Section 6.1(a) or (b) to be greater than 2.60:1.00, on a *pro forma* basis after giving effect to the incurrence thereof (and the application of proceeds therefrom, and in minimum increments of $10,000,000, and for the avoidance of doubt, solely for the purposes of determining compliance with the First Lien Secured Leverage Ratio test pursuant to this clause (b), the cash proceeds of such amount raised shall not be included in the calculation). Each such notice shall specify (i) the date (each, a "Term Loan Increase Effective Date") on which the Borrower proposes that the Incremental Term Loan Commitment shall be effective, which shall be a date not less than ten (10) Business Days after the date on which such notice is delivered to the Administrative Agent and (ii) the identity of each Person (which, if not a Lender, an Approved Fund or an Affiliate of a Lender, shall be reasonably satisfactory to the Administrative Agent) to whom the Borrower proposes any portion of such Incremental Term Loan Commitment be allocated and the amounts of such allocations (it being understood that no existing Lender will have an obligation to make a portion of any Incremental Term Loan).

(b) Conditions. The Incremental Term Loan Commitment shall become effective, as of such Term Loan Increase Effective Date; *provided* that:

(i) each of the conditions set forth in Section 5.2 shall be satisfied;

(ii) no Default or Event of Default shall have occurred or be continuing or would result from the borrowings to be made on the Term Loan Increase Effective Date; and

(iii) the Borrower shall deliver or cause to be delivered any customary legal opinions or other documents reasonably requested by the Administrative Agent in connection with any such transaction.

(c) Terms of Incremental Term Loans and Incremental Term Loan Commitments. The terms and provisions of the Incremental Term Loans made pursuant to the Incremental Term Loan Commitments shall be as follows:

(i) terms and provisions of Loans made pursuant to Incremental Term Loan Commitments (the "Incremental Term Loans") shall be on terms consistent with the existing Term Loans (except as otherwise set forth herein) and, to the extent not consistent with such existing Term Loans, on terms reasonably acceptable to the Administrative Agent (except as otherwise set forth herein) (it being understood that Incremental Term Loans may be part of an existing Tranche of Term Loans or may comprise one or more new Tranches of Term Loans);

(ii) the weighted average life to maturity of all new Incremental Term Loans shall be no shorter than the remaining weighted average life to maturity of the ~~2016~~2023 Term Loans;

(iii) the maturity date of Incremental Term Loans shall not be earlier than the ~~2016~~2023 Term Loan Maturity Date; and

(iv) the applicable yield for the Incremental Term Loans shall be determined by the Borrower and the applicable new Lenders; *provided*, however, that the applicable yield (which, for such purposes only, shall be deemed to include all upfront or similar fees, original issue discount (with original issue discount being equated to interest based on an assumed four-year life to maturity) or LIBOR Rate or ABR "floors" (with any increase in such floors being equated to an increase in interest rate) payable to all Lenders providing such Incremental Term Loans, but shall exclude customary arrangement fees payable to any arranger in connection with the Incremental Term Loans) for the Incremental Term Loans shall not be greater than the highest applicable yield that may, under any circumstances, be payable with respect to each Tranche of then outstanding Term Loans plus 50 basis points, except to the extent that the applicable yield of each Tranche of Term Loans is increased to the extent necessary to achieve the foregoing; provided that in the event the weighted average life to maturity of the Incremental Term Loans is equal to or greater than the weighted average life to maturity of the ~~2021~~2023 Term Loans, the immediately preceding proviso shall not apply to the ~~2016~~2023 Term Loans.

The Incremental Term Loan Commitments shall be effected by a joinder agreement (the "Increase Term Joinder") executed by the Borrower, the Administrative Agent and each Incremental Lender making such Incremental Term Loan Commitment, in form and substance reasonably satisfactory to each of them. The Increase Term Joinder may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section 2.4. In addition, unless otherwise specifically provided

herein, all references in the Loan Documents to Term Loans shall be deemed, unless the context otherwise requires, to include references to Incremental Term Loans that are Term Loans made pursuant to this Agreement.

(d) Making of Incremental Term Loans. On any Term Loan Increase Effective Date on which Incremental Term Loan Commitments are effective, subject to the satisfaction of the foregoing terms and conditions, each Incremental Lender of such Incremental Term Loan Commitment shall make an Incremental Term Loan to the Borrower in an amount equal to its Incremental Term Loan Commitment.

(e) Equal and Ratable Benefit. The Incremental Term Loans and Incremental Term Loan Commitments established pursuant to this Section 2.4 shall constitute Term Loans and Commitments under, and shall be entitled to all the benefits afforded by, this Agreement and the other Loan Documents, and shall, without limiting the foregoing, benefit equally and ratably from security interests created by the Security Documents and the guarantees of the Guarantors. The Loan Parties shall take any actions reasonably required by the Administrative Agent to ensure and/or demonstrate that the Lien and security interests granted by the Security Documents continue to be perfected under the Uniform Commercial Code or otherwise after giving effect to the establishment of any such class of Incremental Term Loans or any such Incremental Term Loan Commitments.

2.5 Fees.

(a) The Borrower shall pay to the Agents such fees as shall have been separately agreed upon in writing in the amounts and at times specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever (except as expressly agreed between the Borrower and the applicable Agent).

SECTION 3. GENERAL PROVISIONS APPLICABLE TO LOANS

3.1 Optional Prepayments. The Borrower may at any time and from time to time prepay the Term Loans, in whole or in part, without premium or penalty (other than as set forth in Section 3.2(d) below), upon irrevocable notice delivered to the Administrative Agent no later than 12:00 Noon, New York City time, three (3) Business Days prior thereto, in the case of LIBOR Rate Loans, and no later than 12:00 Noon, New York City time, one (1) Business Day prior thereto, in the case of ABR Loans, which notice shall specify the date and amount of prepayment, whether the prepayment is of LIBOR Rate Loans or ABR Loans, the Tranche of Term Loans to which the prepayment applies and the manner in which such prepayment is to be applied to the applicable Tranche of Term Loans; *provided*, that if a LIBOR Rate Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 3.11. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with accrued interest to such date on the amount prepaid. Partial prepayments of LIBOR Rate Loans shall be in an aggregate principal amount of $500,000 or integral multiples of $100,000 in excess thereof. Partial prepayments of ABR Loans shall be in an aggregate principal amount of $250,000 or integral multiples of $100,000 in excess thereof.

Notwithstanding the foregoing, a notice of prepayment delivered by Borrower in accordance with this Section 3.1 may expressly state that such notice is conditioned upon the effectiveness of new credit facilities or other sources of refinancing and which effectiveness will result in the immediate payment in full in cash of all Obligations, in which case such notice may be revoked by the Borrower (by written notice to the Administrative Agent on or prior to the time on which the Term Loans would have been repaid in accordance with such notice of prepayment) if such condition is not satisfied or not reasonably likely to be satisfied and the Borrower shall pay any amounts due under Section 3.9, if any, in connection with any such revocation.

3.2 Mandatory Prepayments; Prepayment Premium.

(a) If any Indebtedness shall be incurred or issued by any Group Member after the Restatement Effective Date (other than Excluded Indebtedness), an amount equal to 100% of the Net Cash Proceeds thereof shall be applied on the date of such incurrence or issuance toward the prepayment of the Term Loans as set forth in Section 3.2(d).

(b) If on any date any Group Member shall receive Net Cash Proceeds from (i) any Asset Sale or Recovery Event then, ~~unless~~ other than with respect to any Net Cash Proceeds subject to a Reinvestment ~~Notice shall be delivered in respect thereof~~Event, such Net Cash Proceeds shall be applied on such date toward the prepayment of the Term Loans as set forth in Section 3.2(d); *provided*, that, notwithstanding the foregoing, on each Reinvestment Prepayment Date, an amount equal to the Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event shall be applied toward the prepayment of the Term Loans as set forth in Section 3.2(d) or (ii) any IP Sale, then ~~unless~~other than with respect to any Net Cash Proceeds subject to a Reinvestment ~~Notice shall be delivered in respect thereof~~Event, an amount equal to not less than 75% of such Net Cash Proceeds shall be appli*ed on su*ch date toward the prepayment of the Term Loans as set forth in Section 3.2(d); *provided*, that, notwithstanding the foregoing, on each Reinvestment Prepayment Date, an amount equal to the Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event shall be applied toward the prepayment of the Term Loans as set forth in Section 3.2(d).

(c) The Borrower shall, on each Excess Cash Flow Application Date, apply the ECF Percentage of the excess, if any, of (i) Excess Cash Flow for the related Excess Cash Flow Payment Period minus (ii) Voluntary Prepayments made during such *Excess C*ash Flow Payment Period toward the prepayment of the Term Loans as set forth in Section 3.2(d). Except as provided below, each such prepayment and commitment reduction shall be made on a date (an "Excess Cash Flow Application Date") no later than ten (10) days after the date on which the financial statements referred to in Section 6.1(a) for the fiscal year of Holdings with respect to which such prepayment is made are required to be delivered to the Lenders (commencing with the fiscal year of Holdings ending December 31, 2013).

(d) Amounts to be applied in connection with prepayments made pursuant to this Section 3.2 shall be applied to the prepayment of the Term Loans in accordance with Section 3.8. The application of any prepayment pursuant to this Section 3.2 shall be made, first, to ABR Loans and, second, to LIBOR Rate Loans. Each prepayment of the Term Loans under this Section 3.2 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid.

(e) The Total Term Commitments of each Term Facility (and the Term Commitments of each Lender) shall terminate in their entirety upon the funding thereof on the Restatement Effective Date.

(f) Prepayment Premium. In the event that, on or prior to the date that occurs six months following the ~~Fourth~~Fifth Amendment Effective Date, the Borrower (x) makes any prepayment of any Tranche of Term Loans in connection with any Repricing Transaction or (y) effects any amendment of this Agreement resulting in a Repricing Transaction, the Borrower shall pay to the Administrative Agent, for the ratable account of each applicable Lender of such Tranche of Term Loans being repaid, (i) in the case of clause (x), a prepayment premium of 1% of the amount of the Term Loans being prepaid and (ii) in the case of clause (y), a payment equal to 1% of the aggregate amount of the applicable Tranche of Term Loans outstanding immediately prior to such amendment.

3.3 Conversion and Continuation Options.

(a) The Borrower may elect from time to time to convert LIBOR Rate Loans to ABR Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 12:00 Noon, New York City time, on the Business Day preceding the proposed conversion date; *provided* that any such conversion of LIBOR Rate Loans may only be made on the last day of an Interest Period with respect thereto. The Borrower may elect from time to time to convert ABR Loans to LIBOR Rate Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 12:00 Noon, New York City time, on the third Business Day preceding the proposed conversion date (which notice shall specify the length of the initial Interest Period therefor); *provided* that no ABR Loan may be converted into a LIBOR Rate Loan when any Event of Default has occurred and is continuing and the Administrative Agent has or the Required Lenders have determined in its or their sole discretion not to permit such conversions. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

(b) Any LIBOR Rate Loan may be continued as such upon the expiration of the then current Interest Period with respect thereto by the Borrower giving irrevocable notice to the Administrative Agent, in accordance with the applicable provisions of the term Interest Period set forth in Section 1.1, of the length of the next Interest Period to be applicable to such Loans; *provided* that no LIBOR Rate Loan may be continued as such when any Event of Default has occurred and is continuing and the Administrative Agent has or the Required Lenders have determined in its or their sole discretion not to permit such continuations; and *provided*, further, that if the Borrower shall fail to give any required notice as described above in this paragraph or if such continuation is not permitted pursuant to the preceding proviso such Loans shall be automatically converted to ABR Loans on the last day of such then expiring Interest Period. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

3.4 Limitations on LIBOR Tranches. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions and continuations of LIBOR Rate Loans hereunder and all selections of Interest Periods hereunder shall be in such amounts and be made pursuant to such elections so that, (a) after giving effect thereto, the aggregate principal amount

of the LIBOR Rate Loans comprising each LIBOR Tranche shall be equal to $500,000 or integral multiples of $100,000 in excess thereof and (b) no more than ten (10) LIBOR Tranches shall be outstanding at any one time.

3.5 Interest Rates and Payment Dates.

(a) Each LIBOR Rate Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the LIBOR Rate determined for such day plus the Applicable Margin.

(b) Each ABR Loan shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin.

(c) If the Borrower shall default in the payment of the principal or interest on any Term Loan or any other amount becoming due hereunder, by acceleration or otherwise, or under any other Loan Document (or including, as a result of an Event of Default under Sections 8(a) or (f)), the Borrower shall pay interest on any such defaulted amount at a rate per annum equal to (i) in the case of Term Loans, the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section plus 2%, and (ii) in the case of any such other amounts, the non-default rate then applicable to ABR Loans plus 2%.

(d) Interest shall be payable in arrears on each Interest Payment Date; *provided* that interest accruing pursuant to paragraph (c) of this Section shall be payable from time to time on demand.

(e) Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the "Maximum Rate"). If any Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Term Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by an Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable law, (i) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (ii) exclude voluntary prepayments and the effects thereof, and (iii) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

3.6 Computation of Interest and Fees.

(a) Interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that, with respect to ABR Loans the rate of interest on which is calculated on the basis of clause (a) or (b) of the definition of ABR, the interest thereon shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of each determination of a LIBOR Rate. Any change in the interest rate on a Loan resulting from a change in the ABR or the Eurocurrency Reserve Requirements shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the

Borrower and the relevant Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Borrower, promptly deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 3.6(a).

3.7 Inability to Determine Interest Rate. If prior to the first day of any Interest Period:

(a) the Administrative Agent shall have reasonably determined (which determination shall be conclusive and binding upon the Borrower) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the LIBOR Rate for such Interest Period, or

(b) the Administrative Agent shall have received notice from the Required Lenders that the LIBOR Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as reasonably determined and conclusively certified by such Lenders) of making or maintaining their affected Loans during such Interest Period,

the Administrative Agent shall give written notice thereof to the Borrower and the relevant Lenders as soon as practicable thereafter but at least two (2) Business Days prior to the first day of such Interest Period. If such notice is given (x) any Term Loans that were to have been converted on the first day of such Interest Period to LIBOR Rate Loans shall be continued as ABR Loans and (y) any outstanding LIBOR Rate Loans shall be converted, on the last day of the then-current Interest Period, to ABR Loans. Until such notice has been withdrawn by the Administrative Agent (which notice the Administrative Agent agrees to withdraw promptly upon a determination that the condition or situation which gave rise to such notice no longer exists), no further LIBOR Rate Loans shall be made or continued as such, nor shall the Borrower have the right to convert Loans to LIBOR Rate Loans.

3.8 Pro Rata Treatment; Application of Payments; Payments.

(a) Each borrowing by the Borrower from the Lenders hereunder, each payment by the Borrower on account of any commitment fee and any reduction of the Commitments of the Lenders shall be made pro rata according to the respective Term Percentages of the relevant Lenders.

(b) Except for optional prepayments pursuant to Section 3.1 and prepayments pursuant to Section 10.6(b)(v)(C), each payment (including each prepayment) on account of principal of and interest on the Term Loans shall be made pro rata according to the respective outstanding principal amounts of each Tranche of the Term Loans then held by the Lenders. Optional prepayments pursuant to Section 3.1 shall be applied ratably to the outstanding principal amount of the Tranche of Term Loans specified by the Borrower in the applicable notice of prepayment. The amount of each principal prepayment of the Term Loans shall be

applied to reduce the then remaining installments of the Term Loans as specified by the Borrower in the applicable notice of prepayment. Amounts repaid or prepaid on account of the Term Loans may not be reborrowed.

(c) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without setoff or counterclaim and shall be made prior to 12:00 Noon, New York City time, on the due date thereof to the Administrative Agent, for the account of the Lenders, at the Funding Office, in Dollars and in immediately available funds. The Administrative Agent shall distribute such payments to the Lenders promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the LIBOR Rate Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a LIBOR Rate Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(d) Unless the Administrative Agent shall have been notified in writing by the Borrower prior to the date of any payment due to be made by the Borrower hereunder that the Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower is making such payment, and the Administrative Agent may (but shall not be required to), in reliance upon such assumption, make available to the Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by the Borrower within three (3) Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each Lender to which any amount which was made available pursuant to the preceding sentence, such amount with interest thereon at the rate per annum equal to the daily average Federal Funds Effective Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower.

(e) Notwithstanding anything to the contrary contained herein, the provisions of this Section 3.8 shall be subject to the express provisions of this Agreement which require or permit differing payments to be made to Non-Defaulting Lenders as opposed to Defaulting Lenders.

3.9 Requirements of Law.

(a) If the adoption of, taking effect of or any change in any Requirement of Law or in the administration, interpretation or application thereof or compliance by any Lender with any request, guideline or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the Restatement Effective Date (and, for purposes of this Agreement, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, guidelines or directives in connection therewith are deemed to have gone into effect and adopted subsequent to the Restatement Effective Date):

(i) shall subject any Lender to any Tax of any kind whatsoever (other than Excluded Taxes (including any change in the rate of any Excluded Tax), Indemnified Taxes and Other Taxes which shall be governed exclusively by Section 3.10, and any Tax imposed on or measured by the net income of any Lender), with respect to this Agreement or any other Loan Document;

(ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the LIBOR Rate hereunder; or

(iii) shall impose on such Lender or the London interbank market any other condition, cost or expense affecting this Agreement or LIBOR Rate Loans made by such Lender;

and the result of any of the foregoing is to increase the cost to such Lender of making, converting into, continuing or maintaining LIBOR Rate Loans or, with respect to Taxes under clause (i) above, any Term Loan, or to reduce any amount receivable hereunder in respect thereof (whether of principal, interest or any other amount), then, in any such case, the Borrower shall promptly pay such Lender, upon its demand, any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this paragraph, it shall notify the Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled and setting forth in reasonable detail such increased costs.

(b) If any Lender shall have determined that the adoption of, taking effect of or any change in any Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any Governmental Authority made subsequent to the Restatement Effective Date (and, for purposes of this Agreement, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, guidelines or directives in connection therewith are deemed to have gone into effect and adopted subsequent to the Restatement Effective Date) shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy), then from time to time, after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a written request therefor setting forth in reasonable detail the charge and the calculation of such reduced rate of return, the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such corporation for such reduction.

(c) A certificate as to any additional amounts payable pursuant to this Section submitted by any Lender to the Borrower (with a copy to the Administrative Agent) shall be conclusive in the absence of manifest error. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's

right to demand such compensation; *provided* that the Borrower shall not be required to compensate a Lender pursuant to this Section for any amounts incurred more than one hundred and eighty (180) days prior to the date that such Lender notifies the Borrower of such Lender's intention to claim compensation therefor; *provided* that, if the circumstances giving rise to such claim have a retroactive effect, then such one hundred and eighty (180) day period shall be extended to include the period of such retroactive effect. The obligations of the Borrower pursuant to this Section shall survive the termination of this Agreement and the payment of the Term Loans and all other amounts payable hereunder. The Borrower shall pay the Lender the amount shown as due on any certificate referred to above within ten (10) days after receipt thereof.

3.10 Taxes.

(a) Payments Free of Indemnified Taxes and Other Taxes. Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any Taxes, *provided* that if any applicable withholding agent shall be required by applicable law to deduct or withhold any Taxes from such payments, then (i) the applicable withholding agent shall make such deductions or withholdings (ii) the applicable withholding agent shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law, and (iii) if such Tax is an Indemnified Tax, the sum payable by the applicable Loan Party shall be increased as necessary so that after all required deductions or withholdings have been made (including deductions applicable to additional sums payable under this Section 3.10(a)) the applicable Agent or Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions or withholdings been made.

(b) Payment of Other Taxes by the Borrower. Without limiting the provisions of subsection (a) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law, except for any Other Taxes imposed on any assignment of or participation with respect to a Lender's rights or obligations hereunder pursuant to Section 10.6 if such Tax is imposed as a result of the Lender having a present or former connection with the jurisdiction imposing such Tax (other than a connection arising solely from having executed, delivered, enforced, become a party to, performed its obligations, received payments, received or perfected a security interest under, and/or engaged in any other transaction pursuant to, any Loan Document).

(c) Indemnification by the Borrower. Without duplication of Section 3.10(a), the Borrower shall indemnify each Agent and Lender, within 10 Business Days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed on or attributable to amounts payable under this Section 3.10(c)) imposed on or payable by such Agent or Lender, as the case may be, with respect to this Agreement or any other Loan Document, and reasonable expenses arising therefrom, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate setting forth the amount of such payment or liability (together with a copy of any applicable documents from the IRS or other Governmental Authority that asserts such claim) delivered to the Borrower by a Lender (with a copy to the relevant Agent), or by an Agent on its own behalf or on behalf of a

Lender, shall be conclusive absent manifest error. If the Borrower reasonably believes that there is an appropriate basis to pursue a refund (whether received in cash or applied as an offset against other Taxes due) of any Indemnified Tax or Other Tax indemnified by the Borrower under this Section 3.10(c), or for which any Loan Party has paid additional amounts under Section 3.10(a), the affected Agent or Lender (as applicable) shall, upon the Borrower's written request and at the Borrower's expense, pursue such refund; *provided* that no Agent or Lender shall be obligated to pursue any such refund if such Agent or Lender determines in good faith that it would be materially disadvantaged or prejudiced, or subject to any unreimbursed cost or expense, by pursuing such refund. Any refund described in the preceding sentence that is received by any Agent or Lender shall be payable to the Borrower to the extent provided in Section 3.10(h).

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by any Loan Party to a Governmental Authority, the Borrower shall deliver to the Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment or other evidence of such payment reasonably satisfactory to the Agent.

(e) Status of Lenders. Each Lender shall deliver to the Borrower and to the Administrative Agent, whenever reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable laws and such other reasonably requested information as will permit the Borrower or the Administrative Agent, as the case may be, (A) to determine whether or not payments made hereunder or under any other Loan Document are subject to Taxes, (B) to determine, if applicable, the required rate of withholding or deduction and (C) to establish such Lender's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of any payments to be made to such Lender pursuant to any Loan Document or otherwise to establish such Lender's status for withholding tax purposes in an applicable jurisdiction. If any form, certification or other documentation provided by a Lender pursuant to this Section 3.10(e) (including any of the specific documentation described below) expires or becomes obsolete or inaccurate in any respect, such Lender shall promptly notify the Borrower and the Administrative Agent in writing and shall promptly update or otherwise correct the affected documentation or promptly notify the Borrower and the Administrative Agent in writing that such Lender is not legally eligible to do so.

(f) Without limiting the generality of the foregoing,

(A) any Lender that is a "United States person" within the meaning of Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent duly completed and executed originals of IRS Form W-9 or such other documentation or information prescribed by applicable laws or reasonably requested by the Borrower or the Administrative Agent (in such number of signed originals as shall be requested by the recipient) on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon request of the Borrower or the Administrative Agent) as will enable the Borrower or the Administrative Agent, as the case may be, to determine whether or not such Lender is subject to U.S. federal backup withholding or information reporting requirements; and

(B) each Foreign Lender that is entitled under the Code or any applicable treaty to an exemption from or reduction of U.S. federal withholding tax with respect to any payments hereunder or under any other Loan Document shall deliver to the Borrower and the Administrative Agent (in such number of signed originals as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Borrower or the Administrative Agent), duly completed and executed copies of whichever of the following is applicable:

(i) IRS Form W-8BEN or W-8BEN-E (or any successor thereto) claiming eligibility for benefits of an income tax treaty to which the United States is a party;

(ii) IRS Form W-8ECI (or any successor thereto) claiming that specified payments (as applicable) under this Agreement or any other Loan Documents (as applicable) constitute income that is effectively connected with such Foreign Lender's conduct of a trade or business in the United States;

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Sections 881(c) or 871(h) of the Code (the "Portfolio Interest Exemption"), (x) a certificate, substantially in the form of Exhibit D-1, D-2, D-3 or D-4, as applicable (a "Tax Status Certificate"), to the effect that such Foreign Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrower, within the meaning of Section 881(c)(3)(B) of the Code or (C) a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code, and that no interest to be received is effectively connected with a U.S. trade or business and (y) IRS Form W-8BEN (or any successor thereto);

(iv) where such Lender is a partnership (for U.S. federal income tax purposes) or otherwise not a beneficial owner (e.g., where such Lender has sold a participation), IRS Form W-8IMY (or any successor thereto) and all required supporting documentation (including, where one or more of the underlying beneficial owner(s) is claiming the benefits of the Portfolio Interest Exemption, a Tax Status Certificate of such beneficial owner(s) (*provided* that, if the Foreign Lender is a partnership and not a participating Lender, the Tax Status Certificate from the beneficial owner(s) may be provided by the Foreign Lender on behalf of the beneficial owner(s)); or

(v) any other form prescribed by applicable laws as a basis for claiming exemption from or a reduction in United States federal withholding tax together with such supplementary documentation as may be prescribed by applicable Requirements of Laws to permit the Borrower or the Agent to determine the withholding or deduction required to be made; and

Notwithstanding anything to the contrary in this Section 3.10(f), no Lender shall be required to deliver any documentation pursuant to this Section 3.10(f) that it is not legally eligible to provide.

(g) FATCA. If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA, such Lender shall use commercially reasonable efforts to deliver to the Borrower and the Administrative Agent, at the time or times prescribed by applicable law and otherwise at such times reasonably requested by the Borrower or the Administrative Agent, such documentation prescribed by applicable law and such additional documentation reasonably requested by the Borrower or the Administrative Agent to avoid the imposition of withholding obligations under FATCA with respect to such Lender.

(h) If any Agent or Lender determines, in its good faith discretion, that it has received a refund (whether received in cash or applied as an offset against other Taxes due) of any Indemnified Taxes or Other Taxes as to which it has been indemnified by any Loan Party or with respect to which any Loan Party has paid additional amounts pursuant to this Section, it shall promptly pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by any Loan Party under this Section 3.10 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of such Agent or Lender (including any Taxes), as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that the Borrower, upon the request of such Agent or Lender, agrees to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority (other than any penalties arising from the gross negligence or willful misconduct of the Agent or the Lender)) to such Agent or Lender in the event such Agent or Lender is required to repay such refund to such Governmental Authority. Such Lender or Agent, as the case may be, shall, at the Borrower's reasonable request, provide the Borrower with a copy of any notice of assessment or other evidence reasonably satisfactory to the Borrower of the requirement to repay such refund received from the relevant taxing authority. This subsection shall not be construed to require any Agent or Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person.

(i) The agreements in this Section shall survive the termination of this Agreement and the payment of the Term Loans and all other amounts payable hereunder or under any other Loan Document.

3.11 Indemnity. The Borrower agrees to indemnify each Lender and to hold each Lender harmless from any loss, cost or expense that such Lender may sustain or incur as a consequence of (a) default by the Borrower in making a borrowing of, conversion into or continuation of LIBOR Rate Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrower in making any prepayment of or conversion from LIBOR Rate Loans after the Borrower has given a notice thereof in accordance with the provisions of this Agreement, (c) the making of a prepayment of, or a conversion from, LIBOR Rate Loans on a day that is not the last day of an Interest Period with respect thereto or (d) any other default by the Borrower in the repayment of such LIBOR Rate Loans when and as required pursuant to the terms of this Agreement. A certificate setting forth in reasonable detail the basis for requesting such amount actually incurred as to any amounts payable pursuant to this Section submitted to the Borrower by any Lender shall be

conclusive in the absence of manifest error. This covenant shall survive the termination of this Agreement and the payment of the Term Loans and all other amounts payable hereunder.

3.12 Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 3.9 or 3.10(a), (b) or (c) with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Term Loans affected by such event with the object of avoiding the consequences of such event; *provided*, that such designation is made on terms that, in the sole judgment of such Lender, cause such Lender and its lending office(s) to suffer no economic, legal or regulatory disadvantage or any unreimbursed costs or expenses; and *provided*, further, that nothing in this Section shall affect or postpone any of the obligations of the Borrower or the rights of any Lender pursuant to Section 3.9 or 3.10(a), (b) or (c). The Borrower hereby agrees to pay all reasonable, documented out-of-pocket costs and expenses incurred by any Lender in connection with any such designation.

3.13 Replacement of Lenders. The Borrower shall be permitted to replace any Lender that (a) requests reimbursement for amounts owing pursuant to Section 3.9 or 3.10(a) (such Lender, an "Affected Lender"), (b) is a Non-Consenting Lender or (c) is a Defaulting Lender, with a replacement financial institution or other entity; *provided* that (i) such replacement does not conflict with any Requirement of Law, (ii) in the case of an Affected Lender, prior to any such replacement, such Lender shall have taken no action under Section 3.12 that have actually eliminated the continued need for payment of amounts owing pursuant to Section 3.9 or 3.10(a), (iii) the replacement financial institution or entity shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement, (iv) the Borrower shall be liable to such replaced Lender under Section 3.11 if any LIBOR Rate Loan owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto, (v) the replacement financial institution or entity shall be an Eligible Assignee, (vi) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 10.6 (*provided* that, except in the case of clause (c) hereof, the Borrower shall be obligated to pay the registration and processing fee referred to therein), (vii) until such time as such replacement shall be consummated, the Borrower shall pay all additional amounts (if any) required pursuant to Section 3.9 or 3.10(a), as the case may be, (viii) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender, and (ix) in the case of a Non-Consenting Lender, (A) the replacement financial institution or entity shall consent at the time of such assignment to each matter in respect of which the replaced Lender was a Non-Consenting Lender and (B) to the extent applicable, the Borrower shall pay any amounts due to such Non-Consenting Lender pursuant to Section 3.2(e).

3.14 Evidence of Debt.

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing Indebtedness of the Borrower to such Lender resulting from each Term Loan of such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(b) The Administrative Agent, on behalf of the Borrower (or, in the case of an assignment not required to be recorded in the Register in accordance with the provisions of Section 10.6(d), the assigning Lender, acting solely for this purpose as a non-fiduciary agent of the Borrower), shall maintain the Register (or, in the case of an assignment not required to be recorded in the Register in accordance with the provisions of Section 10.6(d), a Related Party Register), in each case pursuant to Section 10.6(d), and a subaccount therein for each Lender, in which shall be recorded (i) the amount of each Term Loan made hereunder and any Note evidencing such Term Loan, the Type of such Term Loan and each Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) both the amount of any sum received by the Administrative Agent (or, in the case of an assignment not required to be recorded in the Register in accordance with the provisions of Section 10.6(d), the assigning Lender) hereunder from the Borrower and each Lender's share thereof.

(c) The entries made in the Register and the accounts of each Lender maintained pursuant to Section 3.14(a) shall, to the extent permitted by applicable law, be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded (absent manifest error); *provided*, however, that the failure of any Lender or the Administrative Agent to maintain the Register or any such account, or any error therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Term Loans made to the Borrower by such Lender in accordance with the terms of this Agreement.

(d) The Borrower agrees that, upon the request to the Administrative Agent by any Lender, the Borrower will execute and deliver to such Lender a promissory note of the Borrower evidencing any Term Loans, of such Lender, substantially in the form of Exhibit E, with appropriate insertions as to date and principal amount.

3.15 Illegality. Notwithstanding any other provision herein, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof shall make it unlawful for any Lender to make or maintain LIBOR Rate Loans as contemplated by this Agreement, (a) the commitment of such Lender hereunder to make LIBOR Rate Loans, continue LIBOR Rate Loans as such and convert ABR Loans to LIBOR Rate Loans shall forthwith be canceled and (b) such Lender's Term Loans then outstanding as LIBOR Rate Loans, if any, shall be converted automatically to ABR Loans on the respective last days of the then current Interest Periods with respect to such Loans or within such earlier period as required by law. If any such conversion of a LIBOR Rate Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower shall pay to such Lender such amounts, if any, as may be required pursuant to Section 3.11.

3.16 Extension Offers.

(a) Notwithstanding anything to the contrary in this Agreement, pursuant to one or more offers (each, an "Extension Offer") made from time to time by the Borrower to all Lenders holding the applicable Tranche of Term Loans, on a pro rata basis (based on the aggregate outstanding principal amount of such Tranche of Term Loans) and on the same terms to each such Lender, the Borrower may from time to time extend the maturity date and availability period of such Tranche of Term Loans, and otherwise modify the terms of such

Tranche of Term Loans, pursuant to the terms of the relevant Extension Offer (including, without limitation, by increasing the interest rate or fees payable in respect of such Tranche of Term Loans (and related outstandings) (each, an "Extension", and each Tranche of Term Loans so extended being an "extended tranche"; any Extension Loans shall constitute a separate Tranche of Term Loans from the other Tranches of Term Loans so long as the following terms are satisfied: (i) no Default or Event of Default shall have occurred and be continuing at the time the offering document in respect of an Extension Offer is delivered to the Lenders and no Event of Default shall exist immediately after the effectiveness of any Extension Loan, (ii) except as to interest rates, fees, final maturity date and premium, which shall, subject to immediately succeeding clauses (iii), (iv) and (v), be determined by the Borrower and set forth in the relevant Extension Offer), the Tranche of Term Loans of any Lender extended pursuant to any Extension ("Extension Loans") shall have the same terms (save for any terms that apply solely after the latest maturity date of the Term Loans hereunder prior to giving effect to such Extension) as the Tranche of Term Loans subject to such Extension Offer, (iii) the final maturity date of any Extension Loans shall be no earlier than the then latest maturity date of Term Loans hereunder, (iv) the Weighted Average to Life Maturity of the Extension Loans shall be no shorter than the remaining Weighted Average Life to Maturity of Tranche of Term Loans extended thereby; (v) the amortization schedule applicable to the Extension Loans pursuant to Section 2.4 for the periods prior to the maturity date of the Term Loans hereunder shall not be increased, (vi) any Extension Loans may participate on a pro rata basis or a less than pro rata basis (but not greater than a pro rata basis) in any voluntary or mandatory repayments or prepayments hereunder, in each case as specified in the respective Extension Offer, (vii) if the aggregate principal amount of Term Loans (calculated on the face amount thereof), in respect of which Lenders shall have accepted the relevant Extension Offer shall exceed the maximum aggregate principal amount of Term Loans offered to be extended by the Borrower pursuant to such Extension Offer, then the Term Loans of such Lenders shall be extended ratably up to such maximum amount based on the respective principal amounts (but not to exceed actual holdings of record) with respect to which such Lenders have accepted such Extension Offer, (viii) all documentation in respect of such Extension shall be consistent with the foregoing, and (ix) any applicable Minimum Extension Condition shall be satisfied unless waived by the Borrower. For the avoidance of doubt, no Lender shall be required to participate in any Extension.

(b) With respect to all Extensions consummated by the Borrower pursuant to this Section 3.16, the Extension Offer shall specify the Tranche of Term Loans as to which the Extension Offer applies and a minimum amount of Term Loans to be tendered (which shall not be less than $10,000,000) as a condition to the consummation of such Extension Offer (a "Minimum Extension Condition"). The Administrative Agent and the Lenders hereby consent to the Extensions and the other transactions contemplated by this Section 3.16 (including, for the avoidance of doubt, payment of any interest, fees or premium in respect of any Extension Loans on such terms as may be set forth in the relevant Extension Offer) and hereby waive the requirements of any provision of this Agreement or any other Loan Document that may otherwise prohibit any such Extension or any other transaction contemplated by this Section 3.16.

(c) No consent of any Lender or the Administrative Agent shall be required to effectuate any Extension, other than the consent of each Lender agreeing to such Extension with respect to one or more of its Term Loans (or a portion thereof). The Lenders hereby irrevocably

authorize the Administrative Agent and the Collateral Agent to enter into amendments to this Agreement and the other Loan Documents with the Borrower as may be necessary in order to establish new tranches or sub-tranches in respect of the Term Loan so extended and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrowers in connection with the establishment of such new tranches or sub-tranches, in each case on terms consistent with this Section 3.16.

(d) In connection with any Extension, the Borrower shall provide the Administrative Agent at least five (5) Business Days' (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and shall agree to such procedures, if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Section 3.16.

(e) The conversion of any Term Loans hereunder into Extension Loans in accordance with this Section 3.16 shall not constitute a voluntary or mandatory payment or prepayment for purposes of this Agreement.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Agents and the Lenders to enter into this Agreement and to make the Term Loans, each of Holdings and the Borrower hereby represents and warrants on the Restatement Effective Date that:

4.1 Financial Condition.

(a) The audited consolidated balance sheets and related statements of income and cash flows of Holdings and its Subsidiaries as of and for the fiscal year ended March 31, 2012, reported on by and accompanied by an unqualified report from PricewaterhouseCoopers LLP, presents fairly in all material respects the consolidated financial condition of Holdings as at such date, and the consolidated results of its operations and its cash flows for such fiscal years.

(b) The unaudited condensed consolidated balance sheets and related statements of operations and comprehensive income (loss) and cash flows of Holdings and its Subsidiaries as of and for the three months ended June 30, 2012, presents fairly in all material respects the consolidated financial condition of Holdings as at such date, and the consolidated results of its operations and its cash flows for such three month period.

4.2 No Change. Since March 31, 2012, there has been no development or event that has had or could reasonably be expected to have a Material Adverse Effect.

4.3 Corporate Existence; Compliance with Law. Except as permitted under Section 7.3, each Group Member (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, to the extent such concept is recognized in its jurisdiction of incorporation, (b) has the organizational power and authority and the legal right, to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign entity and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification, (d) is in compliance with the terms of

its Organizational Documents and (e) is in compliance with the terms of all Requirements of Law (including Health Care Laws) and all Governmental Authorizations, except in case of clauses (b), (c) and (e), to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

4.4 Power; Authorization; Enforceable Obligations. Each Loan Party has the organizational power and authority, and the legal right, to make, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrower, to obtain extensions of credit hereunder. Each Loan Party has taken all necessary organizational and other action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrower, to authorize the extensions of credit on the terms and conditions of this Agreement. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the Fifth Amendment Refinancing or with the execution, delivery, performance, validity or enforceability of this Agreement or any of the Loan Documents, except the filings referred to in Section 4.19 which filings have been, or will be, obtained or made and are in full force and effect on or before the Restatement Effective Date, and all applicable waiting periods shall have expired, in each case without any action being taken by any Governmental Authority that would restrain, prevent or otherwise impose adverse conditions on the Fifth Amendment Refinancing, other than any such consent, authorizations, filings and notices the absence of which could not reasonably be expected to have a Material Adverse Effect. Each Loan Document has been duly executed and delivered on behalf of each Loan Party party thereto. This Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (whether enforcement is sought by proceedings in equity or at law).

4.5 No Legal Bar. The execution, delivery and performance of this Agreement and the other Loan Documents, the borrowings hereunder and the use of the proceeds thereof will not violate (a) the Organizational Documents of any Loan Party, (b) any Requirement of Law (including any Health Care Laws), Governmental Authorization or any Contractual Obligation of any Group Member and (c) will not result in, or require, the creation or imposition of any Lien on any Group Member's respective properties or revenues pursuant to its Organizational Documents, any Requirement of Law or any such Contractual Obligation (other than the Liens created by the Security Documents and the Liens permitted under Sections 7.2(f) and (o)), except for any violation set forth in clause (b) or (c) which could not reasonably be expected to have a Material Adverse Effect.

4.6 Litigation and Adverse Proceedings. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of Holdings or the Borrower, threatened in writing by or against any Group Member or against any of their respective properties or revenues (a) with respect to any of the Loan Documents, which would in any respect impair the enforceability of the Loan Documents, taken as a whole or (b) that could reasonably be expected to have a Material Adverse Effect.

4.7 [Intentionally Omitted].

4.8 Ownership of Property; Liens.

(a) Each Group Member has title in fee simple (or local law equivalent) to all of its owned real property, a valid leasehold interest in all its leased real property (or in the case of owned real property or leasehold real property situated in Ireland (subject to any disclosures in any certificate or report on title delivered to the Collateral Agent), good and marketable title), and good title to, or a valid leasehold interest in, license to, or right to use, all its other tangible Property material to its business, in all material respects, and no such Property is subject to any Lien except as permitted by Section 7.2, except, in each case, where the failure to have such title or other interest could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Schedules XI and XII to the Perfection Certificate dated the Original Closing Date, as amended on the Restatement Effective Date, together contain a true and complete list of each interest in real property having a value (together with improvements thereof) of at least $2,500,000 owned by any Group Member as of the date thereof and describe the type of interest therein held by any Group Member, whether such owned real property is leased and, if leased, whether the underlying lease contains any option to purchase all or any portion of such real property or any interest therein or contains any right of first refusal relating to any sale of such real property or any portion thereof or interest therein, and whether any lease requires the consent of the landlord or tenant thereunder, or other party thereto, to the transactions.

4.9 Intellectual Property. All Intellectual Property owned by the Group Members is owned free and clear of all Liens other than (i) as permitted by Section 7.2, Section 7.4 or the Security Documents, (ii) licenses granted in the ordinary course of business (including, without limitation, in connection with the sale or provision by Group Members of products or services or the grant of rights to licensees to manufacture, use, sell, offer to sell or import products or to use, sell or offer to sell processes or services) in existence as of the Restatement Effective Date and any amendment, renewal or extension thereof or thereto, and (iii) as could not reasonably be expected to have a Material Adverse Effect. Except as could not reasonably be expected to have a Material Adverse Effect, to the knowledge of any Loan Party: (a) the conduct of, and the use of Intellectual Property in, the business of the Group Members as currently conducted (including the products and services of the Group Members) does not infringe, misappropriate, or otherwise violate the Intellectual Property rights of any other Person; (b) there is no such outstanding claim asserted (including in the form of offers or invitations to obtain a license), threatened or pending before any Governmental Authority against any Group Member; (c) no Person is infringing, misappropriating, or otherwise violating any Intellectual Property of any Group Member, and there has been no such claim asserted or threatened against any third party by any Group Member or any Loan Party or any other Person; (d) each Group Member has taken all formal or procedural actions (including payment of fees) required to maintain Intellectual Property owned by it; and (e) each Group Member has complied with all applicable laws, as well as its own rules, policies, and procedures, relating to privacy, data protection, and the collection and use of personal information collected, used, or held for use by such Group Member.

4.10 Taxes. Each Loan Party has filed or caused to be filed all federal, state and other material tax returns that are required to be filed by it and all such tax returns are true, correct, and complete in all material respects; each Loan Party has paid all federal, state and other taxes and any assessments made in writing against it or any of its property by any Governmental Authority (other than (a) any which are not yet due or the amount or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the relevant Loan Party or (b) any which the failure to so pay could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect); no tax Lien has been filed (other than for taxes not yet due or the amount or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the relevant Loan Party); and no Loan Party is aware of any proposed or pending tax assessments, deficiencies or audits with respect to such Loan Party that could be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect.

4.11 Federal Reserve Regulations. No Group Member is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of buying or carrying Margin Stock. No part of the proceeds of any extension of credit under this Agreement will be used for any purpose that violates or would be inconsistent with the provisions of Regulation T, U or X of the Board. If requested by any Lender or the Administrative Agent, the Borrower will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form G-3 or FR Form U 1, as applicable, referred to in Regulation U.

4.12 Labor Matters. Except as, in the aggregate, could not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against any Group Member pending or, to the knowledge of Holdings or the Borrower, threatened; (b) hours worked by and payment made to employees of each Group Member have not been in violation of the Fair Labor Standards Act, as amended, or any other applicable Requirement of Law dealing with such matters; and (c) all payments due from any Group Member on account of employee health and welfare insurance or other similar employee taxes have been paid or accrued as a liability on the books of the relevant Group Member.

4.13 ERISA.

(a) No Event of Default described in Sections 8(g)(i), (ii), (vi) or (vii) has occurred or is reasonably expected to occur with respect to any Single Employer Plan, and each Plan is in compliance in all respects with the applicable provisions of ERISA and the Code except where such Event of Default, or non-compliance could not reasonably be expected to have a Material Adverse Effect. No termination of a Single Employer Plan has occurred or is reasonably expected to occur, and no Lien against Holdings, the Borrower or any Commonly Controlled Entity in favor of the PBGC or a Single Employer Plan or a Multiemployer Plan has arisen, during the past five years. The present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Plan allocable to such accrued benefits by more than $25,000,000. Neither Holdings, the Borrower nor any Commonly Controlled Entity has had a

complete or partial withdrawal from any Multiemployer Plan that has resulted or could reasonably be expected to result in any material liability under ERISA, and neither the Borrower nor any Commonly Controlled Entity would become subject to any material liability under ERISA if the Borrower or any such Commonly Controlled Entity were to withdraw completely from all Multiemployer Plans as of the valuation date most closely preceding the date on which this representation is made or deemed made. No such Multiemployer Plan is in Reorganization or Insolvent, or pursuant to Section 432(b) of the Code, in "endangered" or "critical" status.

(b) All Non-U.S. Pension Plans have been established, operated, administered and maintained in compliance with all laws, regulations and orders applicable thereto except for such failures to comply, in the aggregate for all such failures, that could not reasonably be expected to have a Material Adverse Effect. All premiums, contributions, and any other amounts required by applicable Non-U.S. Pension Plan documents or applicable laws have been paid or accrued as required, except for premiums, contributions and amounts that, in the aggregate for all such obligations, could not reasonably be expected to have a Material Adverse Effect.

4.14 Investment Company Act; Other Regulations. No Loan Party is an "investment company," or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended. No Loan Party is subject to regulation under any Requirement of Law (other than Regulation X of the Board, as amended) that limits its ability to incur Indebtedness.

4.15 Capital Stock and Ownership Interests of Subsidiaries. Schedule 4.15 sets forth the name and jurisdiction of formation or incorporation of each Group Member and, as to each such Group Member other than Holdings, states the authorized and issued capitalization of such Group Member, the beneficial and record owners thereof and the percentage of each class of Capital Stock owned by any Loan Party. Except as listed on Schedule 4.15, as of the Restatement Effective Date, no Group Member owns any interests in any joint venture, partnership or similar arrangements with any Person.

4.16 Use of Proceeds. The proceeds of the 2023 Term Loans shall be used to finance the Fifth Amendment Refinancing.

4.17 Environmental Matters. Except as, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect:

(a) the facilities and properties owned, leased or operated by any Group Member (the "Properties") do not contain any Materials of Environmental Concern in amounts or concentrations or under circumstances that constitute or constituted a violation of, or could reasonably be expected to give rise to liability under, any Environmental Law;

(b) no Group Member has received any written claim, demand, notice of violation, or of actual or potential liability with respect to any Environmental Laws with regard to any of the Properties or relating to any Group Member, nor does the Borrower have knowledge or reason to believe that any such claim, demand or notice will be received or is being threatened;

(c) Materials of Environmental Concern have not been transported or disposed of from the Properties by any Group Member or, to the Borrower's knowledge, by any other person in violation of, or in a manner or to a location that could reasonably be expected to give rise to liability under, any Environmental Law, nor have any Materials of Environmental Concern been generated, treated, stored or disposed of by any Group Member or, to the Borrower's knowledge, by any other person at, on or under any of the Properties in violation of, or in a manner that could reasonably be expected to give rise to liability under, any applicable Environmental Law;

(d) no judicial proceeding or governmental or administrative action is pending or, to the knowledge of the Borrower, threatened, under any Environmental Law to which any Group Member is or, to the Borrower's knowledge, will be named as a party, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to the Properties or relating to any Group Member;

(e) there has been no Release or threat of Release of Materials of Environmental Concern by any Group Member or, to the Borrower's knowledge, by any other person at, on, under or from the Properties, or arising from or related to the operations of any Group Member in connection with the Properties or otherwise, in violation of or in amounts or in a manner that could reasonably be expected to give rise to liability under Environmental Laws;

(f) each Group Member, the Properties and all operations at the Properties are in compliance, and, to the Borrower's knowledge, have in the last three (3) years been in compliance, with all applicable Environmental Laws; and

(g) no Group Member has assumed any liability of any other Person under Environmental Laws, nor is any Group Member paying for or conducting, in whole or in part, any response or other corrective action to address any Materials of Environmental Concern at any location pursuant to any Environmental Law.

4.18 Accuracy of Information, etc. No written statement contained in any document, certificate or statement furnished by any Loan Party to the Administrative Agent or the Lenders, or any of them, for use in connection with the transactions contemplated by this Agreement or the other Loan Documents (including the Confidential Information Memorandum), when taken as a whole, contained as of the date such statement, information, document or certificate was furnished, any untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained herein or therein not misleading in the light of the circumstances under which such statements were made after giving effect to any supplements thereto; *provided*, however, that with respect to projections and other *pro forma* financial information, the Borrower represents only that the same were prepared in good faith and are based upon assumptions believed by management of the Borrower to be reasonable at the time made, it being recognized by the Lenders that such financial information as it relates to future events is not to be viewed as fact, is by its nature inherently uncertain and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount; it being understood that for purposes of

this Section 4.18 such information shall not include information of a general economic or industry-specific nature contained in the materials referenced above.

4.19 Security Documents. The Guarantee and Collateral Agreement and each other Security Document is, or upon execution, will be, effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a valid security interest in the Collateral described therein (to the extent a security interest can be created therein under the Uniform Commercial Code, where applicable, or in the case of a Foreign Security Document, subject to any customary reservations and qualifications contained in customary legal opinions rendered under the laws of the applicable jurisdiction). In the case of the Pledged Equity Interests described in the Guarantee and Collateral Agreement and each Foreign Pledge Agreement, when stock or interest certificates representing such Pledged Equity Interests (along with properly completed stock or interest powers and, where applicable, stock transfer forms, in each case, endorsing the Pledged Equity Interest and executed by the owner of such shares or interests) are delivered to the Collateral Agent or such other actions specified in each Foreign Pledge Agreement are taken, and in the case of the other Collateral described in the Guarantee and Collateral Agreement or any other Security Document (other than deposit accounts), when financing statements and other filings specified on Schedule 4.19 in appropriate form are filed in the offices specified on Schedule 4.19, the Collateral Agent, for the benefit of the Secured Parties, shall, under New York law, or in the case of the Debenture or other Security Document, which is governed by a law other than New York law (each a "Foreign Security Document"), under such other law, have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral to the extent (x) (in the case of New York law) perfection can be obtained by filing a UCC financing statement or (y) (in the case of a Foreign Security Document) subject to any customary reservations and qualifications contained in customary legal opinions rendered under the laws of the applicable jurisdiction, perfection can be obtained by the appropriate filing under such other applicable law, as security for the Obligations, in each case prior and superior in right to any other Person (except Liens permitted by Section 7.2) subject in the case of the Intellectual Property that is the subject of any application or registration in the United States Patent and Trademark Office or the United States Copyright Office (other than intent to use Trademark applications), to the recordation of appropriate evidence of the Collateral Agent's Lien in the United States Patent and Trademark Office and/or United States Copyright Office, as appropriate, and the taking of actions and making of filings necessary under the applicable Requirements of Law to obtain the equivalent of perfection. In the case of Collateral that consists of deposit accounts securities accounts and/or commodity accounts, when a Control Agreement is executed and delivered by all parties thereto with respect to such accounts, the Collateral Agent, for the benefit of the Secured Parties, shall have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral and the proceeds thereof, as security for the Obligations, prior and superior to any other Person except as provided under the applicable Control Agreement with respect to the financial institution party thereto.

4.20 Solvency. Holdings and its Subsidiaries (on a consolidated basis), after giving effect to the Fifth Amendment Refinancing and the incurrence of all Indebtedness and obligations being incurred in connection herewith and therewith, will be and will continue to be Solvent.

4.21 Senior Indebtedness. The Obligations constitute "senior debt," "senior indebtedness," "designated senior debt," "guarantor senior debt" or "senior secured financing" (or any comparable term) of each Loan Party under and as defined in any documentation relating to Subordinated Indebtedness.

4.22 [Intentionally Omitted].

4.23 Anti-Terrorism Laws.

(a) None of the Loan Parties nor, to the knowledge of the Borrower, any director, officer, agent, employee or Affiliate of Holdings, the Borrower or any Subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Borrower will not directly or indirectly use the proceeds of the Term Loans or otherwise make available such proceeds to any Person, for the purpose of financing the activities of any Person currently subject to any U.S. sanctions administered by OFAC.

(b) No Loan Party, or, to the knowledge of any Loan Party, any of its Subsidiaries, is in violation of any Anti-Terrorism Law or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(c) None of the Loan Parties, nor, to the knowledge of the Loan Parties, any Subsidiaries of any Loan Party or their respective agents acting or benefiting in any capacity in connection with the Term Loans or other transactions hereunder, is any of the following (each a "Blocked Person"):

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224;

(ii) a Person owned or Controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224;

(iii) a Person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224;

(v) a Person that is named as a "specially designated national" on the most current list published by the United States Treasury Department's Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list; or

(vi) a Person who is affiliated or associated with a person listed above.

(d) No Loan Party, or to the knowledge of any Loan Party, any of its agents acting in any capacity in connection with the Term Loans or other transactions hereunder (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person or (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224.

(e) To the extent applicable, each of Holdings, the Borrower and each Subsidiary is in compliance, in all material respects, with (a) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) the Patriot Act. No part of the proceeds of the Term Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended ("FCPA").

4.24 Insurance. Schedule 4.24 sets forth a true, complete and correct description of all material property and general liability insurance maintained by or on behalf of each Loan Party as of the Restatement Effective Date. As of such date, such insurance is in full force and effect. Holdings and the Borrower believe that the insurance maintained by or on behalf of each Loan Party is in such amount (with no greater risk retention) and against such risks as is customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations.

4.25 Choice of Law. Subject to any customary reservations or qualifications contained in customary legal opinions delivered by counsel in the applicable jurisdiction, in the case of a Loan Party incorporated or organized outside of the United States, the choice of governing law of each Loan Document will be recognized and enforced in its jurisdiction of incorporation and any judgment obtained in relation to a Loan Document in the jurisdiction of the governing law of that document will be recognized and enforced in its jurisdiction of incorporation.

4.26 Centre of Main Interests. In the case of a Loan Party incorporated in Ireland, for the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings (the "Regulation"), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in Ireland.

4.27 Holding Companies. Each Subsidiary of Holdings, other than Alkermes Ireland Holdings Limited, is, on the date of the Original Credit Agreement, the Restatement Effective Date and the Second Amendment Effective Date, to the extent same was incorporated on such date(s), a Subsidiary of Holdings solely by virtue of paragraph (b) of sub-section (1) of Section 155 of the Companies Acts, 1963 of Ireland. Neither Holdings nor Alkermes Ireland Holdings Limited own any material assets or property other than any assets or property permitted to be owned by them under Section 7.16 or 7.17 as applicable.

SECTION 5. CONDITIONS PRECEDENT

5.1 Conditions to Extension of Credit. The agreement of each Lender to make the extension of credit requested to be made by it on the Restatement Effective Date is subject to the satisfaction or waiver, prior to or concurrently with the making of such extension of credit of the conditions precedent set forth in Section 3 of the First Amendment.

5.2 Conditions to Each Incremental Term Loan. The agreement of each Incremental Lender to make any Incremental Term Loan is subject to the satisfaction of the following conditions precedent:

(a) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects (or in all respects where qualified by materiality or Material Adverse Effect) on and as of such date as if made on and as of such date (except to the extent made as of a specific date, in which case such representation and warranty shall be true and correct in all material respects (or in all respects where qualified by materiality or Material Adverse Effect) on and as of such specific date).

(b) No Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the extensions of credit requested to be made on such date.

(c) Notices. The Borrower shall have delivered to the Administrative Agent, the notice of borrowing or application, as the case may be, for such extension of credit in accordance with this Agreement.

SECTION 6. AFFIRMATIVE COVENANTS

Holdings and the Borrower hereby agree that, so long as the Commitments remain in effect, or any Term Loan or other amount is owing to any Lender or Agent hereunder (other than unasserted contingent indemnification obligations), Holdings shall and shall cause each of its Restricted Subsidiaries to:

6.1 Financial Statements. Furnish to the Administrative Agent or for prompt further distribution to each Lender:

(a) as soon as available, but in any event within ninety (90) days after the end of each fiscal year of Holdings, (i) a copy of the audited consolidated balance sheet of Holdings and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income or operations, members' equity and cash flows for such year, setting forth in each case in comparative form the figures for the previous year, reported on without a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit, by PricewaterhouseCoopers LLP or other independent certified public accountants of nationally recognized standing and (ii) in the event Holdings is no longer subject to the periodic reporting requirements of the Exchange Act, a narrative report and management's discussion and analysis, in

customary form, of the financial condition and results of operations of Holdings for such fiscal year, as compared to amounts for the previous fiscal year;

(b) as soon as available, but in any event on the date forty-five (45) days after the end of each of the first three quarterly periods of each fiscal year of Holdings, (i) the unaudited consolidated balance sheet of Holdings and its consolidated Subsidiaries as at the end of such quarter, the related unaudited consolidated statements of income or operations, for such quarter and cash flows for the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer of Holdings as fairly presenting in all material respects the financial condition, results of operation, members' equity and cash flows of Holdings in accordance with GAAP (subject to normal year-end audit adjustments and the absence of footnotes) and (ii) in the event Holdings is no longer subject to the periodic reporting requirements of the Exchange Act, a narrative report and management's discussion and analysis, in customary form, of the financial condition and results of operations for such fiscal quarter and the then elapsed portion of the fiscal year, as compared to the comparable periods in the previous fiscal year; and

(c) in the event Holdings is no longer subject to the periodic reporting requirements of the Exchange Act, at such time as reasonably determined by the Administrative Agent, after the financial statements of Holdings and its consolidated Subsidiaries are required to be delivered pursuant to Sections 6.1(a) and 6.1(b), Holdings and the Borrower shall participate in a conference call to discuss results of operations of Holdings and its consolidated Subsidiaries with the Lenders.

All such financial statements shall be in accordance with GAAP applied consistently throughout the periods reflected therein and other than as disclosed therein with prior periods.

Documents required to be delivered pursuant to Section 6.1(a) or (b) or Section 6.2(b) or Section 6.2(c) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent) (the "Platform"); *provided* that, (x) to the extent the Administrative Agent or any Lender so requests, the Borrower shall deliver paper copies of such documents to the Administrative Agent or such Lender until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (y) the Borrower shall notify the Administrative Agent (by facsimile or electronic mail) of the posting of any such documents. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to herein, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

6.2 Certificates; Other Information. Furnish to the Administrative Agent and the Collateral Agent (as applicable) (or, in the case of clause (e), to the relevant Lender):

(a) (x) concurrently with the delivery of any financial statements pursuant to Section 6.1, (i) a certificate of a Responsible Officer of the Borrower stating that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate, and (ii) a Compliance Certificate containing all information and calculations necessary for determining compliance by each Group Member with any other provision of this Agreement as applicable, as of the last day of the fiscal quarter or fiscal year of Holdings, as the case may be and (y) concurrently with the delivery of any financial statements pursuant to Section 6.1(a), to the extent not previously disclosed and delivered to the Administrative Agent and the Collateral Agent, (i) a listing of any material Intellectual Property which is the subject of a United States federal registration or federal application or material registration or application in other jurisdictions outside of the United States (including Intellectual Property included in the Collateral which was theretofore unregistered and becomes the subject of a United States federal registration or federal application or material registration or application in such other jurisdictions) acquired by any Loan Party since the date of the most recent list delivered pursuant to this clause (~~ii) (or, in the case of the first such list so delivered, since the Original Closing Date~~y), and promptly deliver to the Administrative Agent and the Collateral Agent an Intellectual Property Security Agreement suitable for recordation in the United States Patent and Trademark Office or the United States Copyright Office or registration or application in the Republic of Ireland, as applicable, or such other instrument in form and substance reasonably acceptable to the Administrative Agent, and undertake the filing of any instruments or statements as shall be reasonably necessary to create, record, preserve, protect or perfect the Collateral Agent's security interest in such Intellectual Property~~,~~ and (ii~~i~~) ~~a Compliance Certificate containing all information and calculations necessary for determining the Applicable Margins and for determining compliance by each Group Member with any other provision of this Agreement as applicable, as of the last day of the fiscal quarter or fiscal year of Holdings, as the case may be~~;to the extent applicable, a written notice to the Administrative Agent pursuant to the last proviso of the definition of "Reinvestment Event";

(b) as soon as available, and in any event no later than ninety (90) days after the end of each fiscal year of Holdings, projections for the following fiscal year shown on a quarterly basis (including consolidated statements of projected cash flow and projected income and a description of the underlying assumptions applicable thereto) (collectively, the "Projections"), which Projections shall in each case be accompanied by a certificate of a Responsible Officer of Holdings stating that such Projections are based on estimates, information and assumption believed by such Responsible Officer to be reasonable at the time prepared, it being understood that actual results may vary from such projections and that such variations may be material; provided that to the extent Holdings files annual guidance with the SEC in a form consistent with past practice, the filing of such annual guidance shall be deemed to satisfy the requirement to provide Projections pursuant to this clause (b);

(c) promptly after the same are sent, copies of all financial statements, reports and material notices that the Borrower sends to the holders of any class of its Indebtedness or public equity securities and, promptly after the same are filed, copies of all annual, regular or periodic and special reports and registration statements which the

Loan Parties may file or be required to file with the SEC and not otherwise required to be delivered to the Administrative Agent pursuant hereto, and, promptly, and in any event within ten (10) Business Days, after receipt thereof by Holdings or any Subsidiary thereof, copies of each written notice or other correspondence received from the SEC or comparable agency in any applicable foreign jurisdiction concerning any investigation or potential investigation or other inquiry by such agency regarding the financial or other operational results of Holdings or any Subsidiary thereof;

(d) promptly, after any request by the Administrative Agent, any final "management" letter submitted by such accountants to the board of directors of Holdings or the Borrower in connection with their annual audit; and

(e) promptly, such additional financial and other information regarding the business, financial or corporate affairs of Holdings or any of its Restricted Subsidiaries as the Administrative Agent (for itself or on behalf of any Lender) may from time to time reasonably request, including, without limitation, other information with respect to the Patriot Act; *provided*, that (other than with respect to the Patriot Act or where waiver of such privilege will not be adverse to the Borrower in the good faith opinion of the Borrower's counsel) if the disclosure of any requested information would compromise any attorney-client privilege, that has not been or will not be waived, the Borrower shall make available redacted versions of requested documents or portions of documents that are the subject of such attorney-client privilege or, if unable to do so consistent with the preservation of such attorney-client privilege, shall endeavor in good faith otherwise to disclose information responsive to the Administrative Agent's requests in a manner that will protect such attorney-client privilege.

6.3 Payment of Taxes. Pay all federal, state and other material taxes, assessments, fees or other charges imposed on it or any of its property by any Governmental Authority before they become delinquent, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the relevant Group Member.

6.4 Maintenance of Existence; Compliance.

(a) (i) Preserve, renew and keep in full force and effect its organizational existence except as permitted hereunder and (ii) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, including, without limitation, all necessary Governmental Authorizations, except, in each case, as otherwise permitted by Section 7.3 and except, in the case of clause (ii) above, to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and

(b) comply with all Contractual Obligations, Organizational Documents and Requirements of Law (including, without limitation, and as applicable, Health Care Laws, ERISA, OFAC, FCPA and the Code) except to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.5 Maintenance of Property; Insurance. (a) Except as permitted by Section 7.4, keep all material Property useful and necessary in its business in good working order and condition, ordinary wear and tear and obsolescence excepted, except if failure to do so could not reasonably be expected to have a Material Adverse Effect, (b) maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customarily maintained by similarly situated companies engaged in the same or similar business operating in the same or similar locations. Within a reasonable time after the Original Closing Date, the umbrella liability insurance and property insurance of the Group Members shall (i) name the Administrative Agent, on behalf of Secured Parties as an additional insured thereunder as its interests may appear and (ii) in the case of each casualty insurance policy, contain a loss payable clause or endorsement, reasonably satisfactory in form and substance to the Administrative Agent, that names Collateral Agent, on behalf of Lenders as the loss payee thereunder and provides for at least thirty day's prior written notice to Collateral Agent of any cancellation of such policy and (c) if any portion of any Mortgaged Property is at any time located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a Special Flood Hazard Area with respect to which flood insurance has been made available under the National Flood Insurance Act of 1968 (as now or hereafter in effect or successor act thereto), then the Borrower shall, or shall cause each Loan Party to (i) maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (ii) deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent.

6.6 Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records and account in which full, true and correct in all material respects entries in conformity with GAAP and all Requirements of Law shall be made of all material dealings and transactions in relation to its business and activities and (b) subject to the Borrower's, Holdings' and each Restricted Subsidiary's internal policies for the protection and preservation of Intellectual Property or other non-financial proprietary information, permit representatives of the Administrative Agent who may be accompanied by any Lender to visit and inspect any of its properties and examine and make abstracts from any of its books and records at any reasonable time during normal business hours and upon reasonable advance notice to the Borrower and to discuss the business, operations, properties and financial and other condition of the Group Members with the officers of the Group Members and with their independent certified public accountants (*provided* that Holdings or its Subsidiaries may, at their option, have one or more employees or representatives present at any discussion with such accountants); *provided* that unless an Event of Default has occurred or is continuing, only one (1) such visit in any calendar year shall be at the Borrower's expense and *provided*, further, that if the disclosure of any requested information would compromise any attorney-client privilege (other than where waiver of such privilege will not be adverse to the Borrower in the good faith opinion of the Borrower's counsel), that has not been or will not be waived or waiver thereof will be materially adverse to the Borrower, the Borrower shall make available redacted versions of requested documents or portions of documents that are the subject of such attorney-client privilege or, if unable to do so consistent with the preservation of such attorney-client privilege, shall endeavor in good faith otherwise to disclose information responsive to the Administrative Agent's requests in a manner that will protect such attorney-client privilege.

6.7 Notices. Promptly give notice to the Administrative Agent of:

(a) the occurrence of any Default or Event of Default;

(b) any (i) default or event of default under any Contractual Obligation of any Group Member that could reasonably be expected to have a Material Adverse Effect or (ii) litigation, investigation or proceeding that may exist at any time between any Group Member and any Governmental Authority, which could reasonably be expected to have a Material Adverse Effect;

(c) any litigation or proceeding affecting any Group Member (i) which could reasonably be expected to have a Material Adverse Effect or (ii) which relates to any Loan Document;

(d) the following events, as soon as possible and in any event within thirty (30) days after a Responsible Officer of the Borrower obtains actual knowledge thereof: (i) the occurrence of any Reportable Event with respect to any Single Employer Plan, a failure to make any required contribution to any Single Employer Plan or Multiemployer Plan, the creation of any Lien against Holdings, the Borrower or any Commonly Controlled Entity in favor of the PBGC or a Single Employer Plan or Multiemployer Plan or any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or (ii) the institution of proceedings or the taking of any other action by the PBGC or Holdings, the Borrower or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination, Reorganization or Insolvency of, any Single Employer Plan or Multiemployer Plan, and in each case, of substantially similar events with respect to pension schemes maintained in Ireland; and

(e) any development or event that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 6.7 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the Borrower or the relevant Subsidiary proposes to take with respect thereto.

6.8 Environmental Laws.

(a) Comply with, and use commercially reasonable efforts to ensure compliance in all material respects by all tenants and subtenants, if any, with, all applicable Environmental Laws, and obtain and comply with and maintain, and use commercially reasonable efforts to ensure that all tenants and subtenants obtain and comply in all material respects with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except, in each case, to the extent the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws to address Materials of Environmental Concern, and promptly comply with all lawful orders and directives

of all Governmental Authorities regarding Environmental Laws, except to the extent the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.9 [Intentionally Omitted]

6.10 Post-Closing; Additional Collateral, etc.

(a) With respect to any property acquired after the Restatement Effective Date by any Loan Party as to which the Collateral Agent, for the benefit of the Secured Parties, does not have a perfected Lien (other than (x) any property described in paragraph (b), (c), (d) or (g) below, (y) property that is not required to become subject to Liens in favor of the Collateral Agent pursuant to the Loan Documents and (z) solely with respect to the following clauses (ii) and (iii), any non U.S. property, other than Intellectual Property that is registered or applied for with an Irish Governmental Authority, of a Domestic Subsidiary (for the avoidance of doubt, a Domestic Subsidiary shall be required to grant a security interest in all Collateral wherever located)), (i) execute and deliver to the Collateral Agent such amendments to the applicable Security Document or such other documents as the Collateral Agent deems necessary or advisable to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in such property, (ii) take all actions necessary or advisable to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected first priority security interest in such property, including, the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the applicable Security Document or by law and, in the case of Intellectual Property subject to a United States federal registration or federal application, as promptly as practicable, the delivery for filing of an Intellectual Property Security Agreement suitable for recordation in the United States Patent and Trademark Office, the United States Copyright Office or the appropriate filing office in the Republic of Ireland, as applicable, or such other instrument in form and substance reasonably acceptable to the Administrative Agent, or as may be reasonably requested by the Collateral Agent and (iii) if reasonably requested by the Collateral Agent, deliver to the Collateral Agent legal opinions relating to the matters described above, which opinions shall be customary in form and substance and from counsel reasonably satisfactory to the Collateral Agent.

(b) With respect to any fee interest in any real property having a value (together with improvements thereof) of at least $2,500,000 owned or acquired on or after the Restatement Effective Date by any Loan Party (other than any such real property subject to a Lien expressly permitted by Section 7.2(g)), promptly (but in any event within 60 days, or as such later date the Administrative Agent may agree) (i) execute and deliver a first priority Mortgage subject to Liens permitted under clause (i) of Section 7.2 hereof, in favor of the Collateral Agent, for the benefit of the Secured Parties, covering such real property, (ii) provide the Secured Parties with (x) (in the case of real property located outside the U.S. if customary in the relevant non-U.S. jurisdiction) a policy of title insurance (or marked up title insurance commitment having the effect of a policy of title insurance) covering such real property in an amount at least equal to the purchase price of such real property (or such other amount as shall be reasonably acceptable to the Collateral Agent, *provided* that in jurisdictions that impose mortgage recording taxes, the Security Documents shall not secure indebtedness in an amount exceeding 105% of the fair market value of the Mortgaged Property, as reasonably determined in good faith by the Loan Parties and reasonably acceptable to Collateral Agent), as well as a

Survey thereof (except that a new Survey will not be required except to the extent necessary to delete the so called "survey exceptions" in any such policy of title insurance) and (y) any consents or estoppels deemed necessary or reasonably advisable by the Collateral Agent in connection with such Mortgage, each of the foregoing in form and substance reasonably satisfactory to the Administrative Agent, (iii) deliver to the Collateral Agent legal opinions relating to, among other things, the enforceability, due authorization, execution and delivery of the applicable Mortgage, which opinions shall be in customary form and substance and from counsel reasonably satisfactory to the Collateral Agent and (iv) for real property located in the United States deliver to the Administrative Agent a "Life-of-Loan" Federal Emergency Standard Flood Hazard Determination (together with a notice about special flood hazard area status and flood disaster assistance duly executed by the Borrower and each Loan Party relating thereto), and if such Mortgaged Property is located in a special flood hazard area, evidence of flood insurance confirming that such insurance has been obtained, which certificate shall be in a form and substance reasonably satisfactory to the Administrative Agent, and any and all other documents as the Collateral Agent may reasonably request, in each case, in form and substance reasonably satisfactory to the Collateral Agent.

(c) With respect to any new Restricted Subsidiary (other than an Immaterial Subsidiary) created or acquired after the Restatement Effective Date by any Loan Party (including any such Subsidiary that ceases to be either an Immaterial Subsidiary or an Unrestricted Subsidiary), within forty-five (45) days after such acquisition or formation, in the case of any Domestic Subsidiary, and within seventy-five (75) days after such acquisition or formation, in the case of any Foreign Subsidiary (or, in each case, such later date as the Administrative Agent may agree) (i) execute and deliver to the Collateral Agent, such Security Documents as the Administrative Agent deems necessary or reasonably advisable to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected first priority security interest in the Capital Stock of such new Restricted Subsidiary that is owned by any Loan Party, (ii) deliver to the Collateral Agent the certificates, if any, representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the relevant Group Member, (iii) cause such new Subsidiary that is a Wholly Owned Subsidiary or is acquired in a Permitted Acquisition (A) to become a party to the applicable Security Documents, (B) to take such actions necessary or advisable to grant to the Collateral Agent for the benefit of the Secured Parties a perfected first priority security interest (subject to Liens permitted by Section 7.2 hereof) in all or substantially all, or any portion of the property of such new Subsidiary that is required to become subject to a Lien in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Loan Documents as the Administrative Agent shall determine, in its reasonable discretion, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be requested by the Collateral Agent and (C) to deliver to the Collateral Agent a certificate of such Subsidiary, substantially in the form of Exhibit F-1, with appropriate insertions and attachments, and (iv) if reasonably requested by the Collateral Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in customary form and substance and from counsel reasonably satisfactory to the Collateral Agent; *provided* however, that in no event shall any such Subsidiary that is a CFC be required to pledge any property.

(d) With respect to any new Foreign Subsidiary that is a Wholly Owned Subsidiary (other than an Immaterial Subsidiary or an Unrestricted Subsidiary) created or acquired after the Restatement Effective Date (including any such Subsidiary that ceases to be either an Immaterial Subsidiary or an Unrestricted Subsidiary, but other than any Foreign Subsidiary excluded pursuant to Section 6.10(g)(i)) by any Loan Party (other than by any Loan Party that is a Foreign Subsidiary), within sixty (60) days of such formation or acquisition, in the case of a Foreign Subsidiary that is organized under the laws of Ireland, and within seventy-five (75) days of such formation or acquisition, in the case of any other Foreign Subsidiary (or, in each case, such later date as the Administrative Agent may agree), (A) execute and deliver to the Collateral Agent such Security Documents as the Collateral Agent deems necessary or reasonably advisable to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected first priority security interest in the Capital Stock of such new Subsidiary that is owned by any such Loan Party (*provided* that in no event shall more than 65% of the total outstanding voting Capital Stock of any such new Subsidiary that is a CFC be required to be so pledged (whether directly, indirectly through a pledge of the voting Capital Stock of an entity that is treated as a disregarded entity for federal income tax purposes and substantially all of the assets of which consist of the voting Capital Stock of one or more of such CFCs, or a combination thereof)), (B) deliver to the Collateral Agent the certificates representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the relevant Loan Party, as the case may be, and take such other action as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the Collateral Agent's security interest therein, and (C) if reasonably requested by the Collateral Agent, deliver to the Collateral Agent legal opinions relating to the matters described above, which opinions shall be in customary form and substance and from counsel reasonably satisfactory to the Collateral Agent.

(e) [Intentionally Omitted].

(f) [Intentionally Omitted].

(g) Notwithstanding anything to the contrary in this Section 6.10:

(i) none of the following entities shall be required to become Subsidiary Guarantors: (u) Alkermes Ireland Holdings Limited, a private limited company in Ireland for so long as it would be prohibited by applicable law or regulation from becoming a Subsidiary Guarantor (except that Holdings' equity interest therein shall be pledged); (v) any Unrestricted Subsidiary; (w) Immaterial Subsidiaries; (x) any subsidiary that is prohibited by law or regulation from becoming a Subsidiary Guarantor; (y) any Subsidiary to the extent that the cost of obtaining a guarantee outweighs the benefit afforded thereby as reasonably determined by the Administrative Agent; or (z) any CFC;

(ii) none of the following assets or property shall be required to be included in the Collateral: (t) any property, asset and Subsidiary in which (A) the costs, burden or consequences (including adverse tax consequences) of obtaining such a security interest or perfection therein are excessive in relation to the value to the Lenders of the security to be afforded thereby, (B) any asset of a Loan Party organized outside the

United States if it is likely that under the law of such Foreign Subsidiary's jurisdiction of formation, the Collateral Agent would not have the ability to enforce such security interest if granted or (C) such security interest would violate any applicable law of such relevant jurisdiction; (u) any equity interests in partnerships, joint ventures and non-wholly owned Subsidiaries which cannot be pledged without the consent of one or more third parties (except to the extent such prohibition is rendered ineffective by applicable law or is otherwise unenforceable); (v) leasehold real property interests, any lease, license or other agreement or any property subject to a purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a right of termination in favor of any other party thereto after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code; (w) any property which is otherwise excluded or excepted under the Guarantee and Collateral Agreement or any corresponding section of any Foreign Security Document; (x) letter of credit rights that are not otherwise supporting obligations with a value of less than $100,000; (y) commercial tort claims as to which a pleading has been filed with a value of less than $100,000 or other commercial tort claims; or (z) Capital Stock in CFCs if the inclusion of such Capital Stock would cause more than 65% of the total outstanding voting Capital Stock of any such CFC to be so pledged (whether directly, indirectly through a pledge of the voting Capital Stock of an entity that is treated as a disregarded entity for federal income tax purposes and substantially all of the assets of which consist of the voting Capital Stock of one or more of such CFCs, or a combination thereof); and

(iii) any requirement contained herein with respect to any entity organized outside of the United States shall in all respects be subject to the Agreed Security Principles.

6.11 Further Assurances. Subject to the Agreed Security Principles for the entities organized outside of the United States, from time to time execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take all such actions, as the Administrative Agent or the Collateral Agent may reasonably request for the purposes of implementing or effectuating the provisions of this Agreement and the other Loan Documents, or of more fully perfecting or renewing the rights of the Administrative Agent, the Collateral Agent and the Secured Parties with respect to the Collateral (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by any Loan Party which may be deemed to be part of the Collateral) pursuant hereto or thereto. Subject to the Agreed Security Principles for the entities organized outside of the United States, upon the reasonable exercise by the Administrative Agent, the Collateral Agent or any Secured Party of any power, right, privilege or remedy pursuant to this Agreement or the other Loan Documents which requires any consent, approval, recording qualification or authorization of any Governmental Authority, the Borrower will execute and deliver, or will cause the execution and delivery of, all applications, certifications, instruments and other documents and papers that the Administrative Agent, the Collateral Agent or such Secured Party reasonably may be required to obtain from any Loan Party for such governmental consent, approval, recording, qualification or authorization.

6.12 Rated Credit Facility; Corporate Ratings. Use commercially reasonable efforts to (a) cause the Term Loans to be continuously rated by S&P and Moody's and (b) cause the Borrower to continuously receive a Corporate Family Rating and Corporate Rating.

6.13 Use of Proceeds. The Borrower shall use the proceeds of the Term Loans, solely as set forth in Section 4.16.

6.14 [Intentionally Omitted].

6.15 Intellectual Property. Each Loan Party shall (and Holdings shall procure that each Group Member will): (a) take commercially reasonable efforts to preserve and maintain the subsistence and validity of the Intellectual Property necessary to the business of the relevant Group Member; (b) take commercially reasonable steps to prevent and defend against any infringement in any material respect of such Intellectual Property, including, without limitation, settling such litigation when in such Group Member's good faith belief it is commercially reasonable to do so; (c) make registrations and pay all registration fees and taxes necessary, as applicable, to maintain such Intellectual Property in full force and effect and record its interest in such Intellectual Property; and (d) not use or permit such Intellectual Property to be used in a way or take any step or omit to take any step in respect of such Intellectual Property which may materially and adversely affect the existence or value of such Intellectual Property or imperil the right of any Group Member to use such property.

6.16 Designation of Subsidiaries. The board of directors of Holdings may at any time designate any Restricted Subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; *provided* that (i) immediately before and after such designation, no Default shall have occurred and be continuing, (ii) the Consolidated Leverage Ratio ~~shall be~~is less than or equal to 4.5~~ to 1.0~~0:1.00 (and, as a condition precedent to the effectiveness of any such designation, Holdings shall deliver to the Administrative Agent a certificate setting forth in reasonable detail the *pro forma* calculations demonstrating satisfaction of such test) and (iii) no Subsidiary may be designated as an Unrestricted Subsidiary if, after such designation, it would be a "Restricted Subsidiary" for the purpose of any Junior Financing. The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by Holdings therein at the date of designation in an amount equal to the fair market value of the assets of such Subsidiary (less the amount of the Indebtedness of such Subsidiary on the date of such designation) that is allocated to the ownership interest of the relevant Group Member in such Subsidiary. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence, at the time of designation, of Indebtedness or Liens in such Subsidiary (equal to the amounts then owed by such Subsidiary) and a return on any Investment by Holdings in Unrestricted Subsidiaries pursuant to the preceding sentence in an amount equal to the fair market value of the assets of such Subsidiary (less the amount of the Indebtedness of such Subsidiary on the date of such re-designation) that is allocated to the ownership interest of the relevant Group Member in such Subsidiary.

SECTION 7. NEGATIVE COVENANTS

Holdings and the Borrower hereby agree that, so long as the Commitments remain in effect or any Term Loan or other amount is owing to any Lender or Agent hereunder (other

than unasserted contingent indemnification obligations), Holdings shall not, and shall not permit any of its Restricted Subsidiaries to:

7.1 Indebtedness. Create, issue, incur, assume, become liable in respect of or suffer to exist any Indebtedness, except:

(a) Indebtedness of any Loan Party pursuant to any Loan Document;

(b) (i) Indebtedness of any Loan Party owed to any other Loan Party; (ii) unsecured Indebtedness of any Loan Party owed to any Group Member that is not a Loan Party; (iii) Indebtedness of any Group Member that is not a Loan Party owed to any other Group Member that is not a Loan Party; and (iv) subject to Section 7.6(g), Indebtedness of any Group Member that is not a Loan Party owed to a Loan Party; *provided*, that (x) in the case of clause (iv), such Indebtedness is evidenced by, and subject to the provisions of, an Intercompany Note and (y) in the case of any such Indebtedness of a Loan Party owed to a Group Member that is not a Loan Party, such Indebtedness shall be subordinated in right of payment to the Obligations on terms reasonably satisfactory to the Administrative Agent;

(c) Guarantee Obligations incurred by (i) any Group Member that is a Loan Party of obligations of any other Loan Party and, subject to Section 7.6(g), of any Group Member that is not a Loan Party and (ii) any Group Member that is not a Loan Party of obligations of any Loan Party or any other Group Member;

(d) Indebtedness outstanding on the Restatement Effective Date and listed on Schedule 7.1 and any Permitted Refinancing thereof;

(e) Indebtedness (including, without limitation, Capital Lease Obligation) of the Borrower or any Subsidiary secured by Liens permitted by Section 7.2(g) in an aggregate principal amount not to exceed $25,000,000 at any one time outstanding and any Permitted Refinancing thereof;

(f) Indebtedness in respect of Hedge Agreements designed to hedge against interest rates, foreign exchange rates or commodities pricing risks and not for speculative purposes and Guarantee Obligations thereof;

(g) Indebtedness of the Borrower or any Subsidiary in respect of performance, bid, surety, indemnity, appeal bonds, completion guarantees and other obligations of like nature and guarantees and/or obligations as an account party in respect of the face amount of letters of credit in respect thereof, in each case securing obligations not constituting Indebtedness for borrowed money (including worker's compensation claims, environmental remediation and other environmental matters and obligations in connection with insurance or similar requirements) provided in the ordinary course of business;

(h) Indebtedness arising from the endorsement of instruments in the ordinary course of business;

(i) Indebtedness of a Person existing at the time such Person became a Restricted Subsidiary (such Person, an "Acquired Person"), together with all Indebtedness incurred or assumed by Holdings, the Borrower or any of the Restricted Subsidiaries in connection with any acquisition permitted under Section 7.6, but only to the extent that (i) such Indebtedness was not created or incurred in contemplation of such Person becoming a Subsidiary of such Loan Party or such acquisition (except that Holdings, the Borrower and any of the Restricted Subsidiaries may incur Junior Indebtedness, to the extent incurrence thereof is permitted under clause (j) below, in connection with such Person becoming a Restricted Subsidiary), (ii) any Liens securing such Indebtedness, incurred in connection with such Person becoming a Restricted Subsidiary, attach only to the assets of the Acquired Person (and in case of any Junior Indebtedness shall be subject to a subordination agreement) and (iii) with respect to incurred (but not assumed) Indebtedness only, the Consolidated Leverage Ratio, after giving *pro forma* effect to the acquisition, is (x) less than 4.50:1.00 or (y) no greater than the Consolidated Leverage Ratio as of ~~the last day of the most recent period of four (4) consecutive fiscal quarters of the Borrower for which financial statements have been delivered pursuant to Section 6.1~~immediately prior to such acquisition; *provided*, that to the extent any such Acquired Person does not become a Loan Party (within 60 days of such person becoming an Acquired Person), the aggregate amount of such Indebtedness (other than any assumed Indebtedness) for all such Acquired Persons shall not exceed $15,000,000;

(j) Junior Indebtedness of any Loan Party; *provided* that, (i) after giving *pro forma* effect to the incurrence of such Indebtedness, the Consolidated Leverage Ratio as of the date of the most recent financial statements delivered pursuant to Section 6.1(a) or (b) is less than 4.50:1.00 and (ii) no Default or Event of Default shall have occurred and be continuing or would result therefrom;

(k) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; *provided*, however, that such Indebtedness is extinguished within ten (10) Business Days of incurrence;

(l) Indebtedness of Holdings or any Subsidiary that may be deemed to exist in connection with agreements providing for indemnification, purchase price adjustments and similar obligations in connection with acquisitions or sales of assets and/or businesses;

(m) [Intentionally Omitted];

(n) Indebtedness arising from judgments or decrees not constituting an Event of Default under Section 8(h);

(o) Guarantee Obligations incurred by any Loan Party in respect of Indebtedness otherwise permitted by this Section 7.1;

(p) other Indebtedness of the Group Members in an aggregate principal amount (for all Group Members) not in excess of $~~60,000,000~~100,000,000 at any time outstanding;

(q) [Intentionally Omitted];

(r) Indebtedness consisting of promissory notes issued to current or former officers, directors, managers, consultants and employees, their respective estates, spouses or former spouses to finance the purchase or redemption of Capital Stock of any Group Member permitted by Section 7.5;

(s) Indebtedness consisting of obligations of the Borrower, Holdings or any Subsidiary under deferred compensation or other similar arrangements incurred by such Person in connection with any Permitted Acquisitions or any other Investment permitted hereunder;

(t) Indebtedness consisting of (a) the financing of insurance premiums in respect of unearned premiums payable on insurance policies maintained by the Group Members or (b) take or pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(u) [Intentionally Omitted.]

(v) unsecured Guarantee Obligations incurred in the ordinary course of business (and consistent with past practice) in respect of obligations to suppliers, customers, franchisees, lessors and licensees;

(w) unsecured Indebtedness incurred in the ordinary course of business (and consistent with past practice) in respect of obligations of the Borrower or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services; and

(x) unsecured Indebtedness of any Loan Party, which can consist of debt securities convertible into or exchangeable for Capital Stock, in an initial aggregate principal amount not in excess of $750,000,000 at any time outstanding; *provided* that, (i) such Indebtedness, by its terms, (A) does not mature or is not mandatorily redeemable, in whole or part, at any time prior to the one hundred eighty-first day following the Term Loan Maturity Date or (B) does not require any amortization or payments of principal prior to the date of its scheduled or stated maturity (other than in each case (A) and (B), as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Term Loans and all other Obligations that are accrued and payable and the termination of any Term Commitments) and (ii) if such Indebtedness is guaranteed, it shall only be guaranteed by any Group Member that is a Loan Party.

The accrual of interest, the accretion of accreted value and the payment of interest in the form of additional Indebtedness shall not be deemed to be an incurrence of Indebtedness for purposes of this Section 7.1.

7.2 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except for:

(a) Liens for taxes, assessments, charges or other governmental levies not yet delinquent for a period of more than thirty (30) days or that are being contested in good faith by appropriate proceedings; *provided* that adequate reserves with respect thereto are maintained on the books of the Group Members, as the case may be, in conformity with GAAP;

(b) Liens imposed by law, including, carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business that are not overdue for a period of more than sixty (60) days (or, if more than sixty (60) days overdue, no action has been taken to enforce such Lien) or are being contested in good faith and by appropriate proceedings for which appropriate reserves have been established in accordance with GAAP;

(c) (i) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation, or letters of credit or guarantees issued in respect thereof, other than any Lien imposed by ERISA with respect to a Single Employer Plan or Multiemployer Plan and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Borrower, Holdings or any Restricted Subsidiary;

(d) pledges or deposits to secure the performance of bids, government contracts and trade contracts (other than for borrowed money), leases, statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations) incurred in the ordinary course of business or letters of credit or guarantees issued in respect thereof;

(e) easements, rights-of-way, restrictions (including zoning restrictions), encroachments, protrusions and other similar encumbrances and minor title defects affecting real property that, in the aggregate, do not materially interfere with the ordinary conduct of the business of the Borrower, Holdings and the Restricted Subsidiaries, taken as a whole, and any exception on the title policies issued in connection with the Mortgaged Property;

(f) Liens in existence on the Restatement Effective Date listed on Schedule 7.2 and any renewals or extensions of any of the foregoing; *provided* that no such Lien is spread to cover any additional property after the Restatement Effective Date;

(g) Liens securing permitted Indebtedness of Holdings, the Borrower or any Restricted Subsidiary incurred to finance the acquisition, construction, improvement or repair of fixed or capital assets and any Permitted Refinancings thereof; provided that (i) such Liens shall be created substantially simultaneously (or within 270 days of) with

the acquisition, construction, improvement or repair of such fixed or capital assets, (ii) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and additions, accessions and the proceeds of sale thereof and (iii) the amount of Indebtedness secured thereby is not increased;

(h) Liens created pursuant to the Security Documents or any other Loan Document;

(i) Liens approved by Collateral Agent appearing on Schedule B to the policies of title insurance being issued in connection with the Mortgages;

(j) any interest or title of a lessor or licensee under any lease or license entered into by Holdings, the Borrower or any Restricted Subsidiary in the ordinary course of its business and covering only the assets so leased or licensed;

(k) licenses granted with respect to Intellectual Property, leases or subleases granted to third parties in the ordinary course of business which, individually or in the aggregate, do not materially interfere with the ordinary conduct of the business of the Loan Parties or any of their Subsidiaries and for which reasonable consideration (taking into account the value of the license, lease or sublease) was received;

(l) Liens securing judgments not constituting an Event of Default under Section 8(h) or securing appeal or other surety bonds related to such judgments;

(m) the filing of UCC financing statements solely as a precautionary measure in connection with operating leases and consignment arrangements;

(n) Liens existing on property acquired by the Borrower or any Subsidiary at the time such property is so acquired or existing on the property of any Person at the time such Person becomes a Restricted Subsidiary after the Restatement Effective Date (whether or not the Indebtedness secured thereby shall have been assumed); *provided* that (i) such Lien is not created in contemplation of such acquisition or such Person becoming a Restricted Subsidiary; (ii) such Lien does not extend to any other property (other than proceeds or products or after-acquired property) of any Group Member following such acquisition or such Person becoming a Restricted Subsidiary; and (iii) the Indebtedness secured by such Liens is permitted by Section 7.1(i);

(o) Liens (i) of a collecting bank arising under Section 4-210 of the Uniform Commercial Code on the items in the course of collection and (ii) in favor of a banking or other financial institution arising as a matter of law or contract encumbering deposits or other funds or assets maintained with a financial institution (including the right of set off) and that are within the general parameters customary in the banking industry, including, without limitation, customary liens for customary fees and expenses relating to the operation and maintenance of such deposits;

(p) Liens in favor of customs and revenue authorities arising as a matter of law and in the ordinary course of business to secure payment of customs duties in connection with the importation of goods;

(q) statutory and common law landlords' liens under leases to which the Borrower or any of the Restricted Subsidiaries is a party;

(r) Liens on assets of Foreign Subsidiaries securing indebtedness of such Foreign Subsidiaries to the extent the Indebtedness secured thereby is permitted under Section 7.1;

(s) Liens not otherwise permitted by this Section so long as the aggregate outstanding principal amount of the obligations secured thereby do not exceed $~~15,000,000~~50,000,000 at any one time;

(t) Liens on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 7.6(i) or Section 7.6(w) to be applied against the purchase price for such Investment and not to exceed 10% of the aggregate purchase price with respect thereto when combined with any cash earnest money deposits permitted under clause (x) below;

(u) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the Borrower, Holdings or any Restricted Subsidiary in the ordinary course of business in accordance with past practices of the Borrower;

(v) Liens deemed to exist in connection with Investments in repurchase agreements under Section 7.6 and reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts maintained in the ordinary course of business and not for speculative purposes;

(w) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks or other financial institutions not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Borrower, Holdings or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower, Holdings or any Restricted Subsidiary or (iii) relating to purchase orders and other agreements entered into with customers of the Borrower, Holdings or any Restricted Subsidiary in the ordinary course of business;

(x) Liens solely on any cash earnest money deposits made by the Borrower, Holdings or any Subsidiary in connection with any letter of intent or purchase agreement permitted hereunder and not to exceed 10% of the aggregate purchase price with respect thereto when combined with any liens and/or cash advances permitted under clause (t) above;

(y) (i) Liens on the Capital Stock of any Subsidiary acquired pursuant to a Permitted Acquisition to secure Indebtedness incurred or assumed pursuant to Section 7.1(i) in connection with such Permitted Acquisition and (ii) Liens on the assets of such Subsidiary to secure Indebtedness (or to secure a Guarantee Obligation of such Indebtedness) incurred or assumed pursuant to Section 7.1(i) in connection with such Permitted Acquisition;

(z) ground leases in respect of real property on which facilities owned or leased by the Borrower, Holdings or any Restricted Subsidiary are located;

(aa) Liens in respect of unearned premiums on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(bb) Liens on specific items of inventory or other goods and the proceeds thereof securing such Person's obligations in respect of documentary letters of credit or banker's acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods; and

(cc) Liens constituting Dispositions permitted by Section 7.4.

7.3 Fundamental Changes. Enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of, all or substantially all of its property or business, except that:

(a) any Restricted Subsidiary may be merged, consolidated or be amalgamated (i) with or into the Borrower (*provided* that the Borrower shall be the continuing or surviving corporation), (ii) with or into Holdings or any other Restricted Subsidiary (*provided* that if only one party to such transaction is a Subsidiary Guarantor, the Subsidiary Guarantor shall be the continuing or surviving corporation) or (iii) subject to Section 7.6(g), with or into any other Group Member;

(b) any Group Member may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to any Loan Party or, subject to Section 7.6(g) (to the extent applicable), any other Group Member;

(c) any Restricted Subsidiary that is not a Loan Party may (i) merge or consolidate with or into any Restricted Subsidiary that is not a Loan Party or (ii) dispose of all or substantially all of its assets (including any Disposition that is in the nature of a voluntary liquidation) to (x) another Restricted Subsidiary that is not a Loan Party or (y) to a Loan Party;

(d) Holdings, the Borrower, and any Subsidiary may enter into any merger, consolidation or similar transaction with another Person to effect a transaction permitted under Section 7.6; *provided* that either (i) Holdings, the Borrower or any Subsidiary Guarantor is the surviving entity or (ii) the surviving entity (if other than Holdings, the Borrower or any Subsidiary Guarantor) assumes all the obligations of Holdings, the Borrower or any Subsidiary Guarantor under the Loan Documents pursuant to agreements reasonably satisfactory to the Administrative Agent and the Collateral Agent; and

(e) transactions permitted under Section 7.4 shall be permitted.

7.4 Disposition of Property. Dispose of any of its property, whether now owned or hereafter acquired, or, in the case of the Borrower or any Restricted Subsidiary, issue or sell any shares of such Restricted Subsidiary's Capital Stock to any Person, except:

(a) Dispositions of obsolete, damaged, uneconomic or worn out machinery, parts, property or equipment, or property or equipment no longer used or useful, in the conduct of its business, whether now owned or hereafter acquired;

(b) the sale of inventory and owned or leased vehicles, each in the ordinary course of business;

(c) Dispositions permitted by Sections 7.3(a), (b) and (c);

(d) so long as no change of control shall occur therefrom, the sale or issuance of any Group Member's Capital Stock to any other Group Member (except that a Loan Party may issue Capital Stock only to another Loan Party, provided that Intermediate Holdco may issue Capital Stock to Alkermes Ireland Holdings Limited irrespective of whether it is a Loan Party);

(e) any Group Member may Dispose of any of its assets to a Loan Party or, subject to Section 7.6(g) (to the extent applicable), any other Group Member, and any Group Member (other than Alkermes Ireland Holdings Limited) that is not a Loan Party may Dispose of any assets, or issue or sell Capital Stock, to any other Group Member that is not a Loan Party;

(f) Dispositions of cash or Cash Equivalents in transactions not otherwise prohibited by this Agreement;

(g) licenses granted by Group Members with respect to Intellectual Property, or leases or subleases, granted to third parties in the ordinary course of business which, individually or in the aggregate, do not materially interfere with the ordinary conduct of the business of the Group Members and for which reasonable consideration (taking into account the value of the license, lease or sublease) was received;

(h) the issuance or sale of shares of any Subsidiary's Capital Stock to qualified directors if required by applicable law;

(i) Dispositions or exchanges of equipment or real property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement property;

(j) Dispositions of leases entered into in the ordinary course of business, to the extent that they do not materially interfere with the business of the Borrower, Holdings and any Restricted Subsidiary, taken as a whole;

(k) the abandonment or other Disposition of Intellectual Property that is, in the reasonable judgment of the Borrower, no longer economically practicable to maintain and not material to the conduct of the business of the Borrower, Holdings and the Restricted Subsidiaries, taken as a whole;

(l) the Disposition of Property which constitutes a Recovery Event;

(m) Dispositions consisting of the sale, transfer, assignment or other Disposition of accounts receivable in connection with the collection, compromise or settlement thereof in the ordinary course of business and not as part of a financing transaction;

(n) Dispositions constituting Restricted Payments permitted by Sections 7.5, Investments permitted by Section 7.6 and Liens permitted by Section 7.2;

(o) leases, subleases, licenses or sublicenses with respect to real or personal property (other than Intellectual Property), in each case in the ordinary course of business and which do not materially interfere with the business of the Borrower, Holdings and any Subsidiary, taken as a whole, including leases of unimproved real property encumbered by a Mortgage, on which real property the lessee may make improvements;

(p) so long as the proceeds thereof are applied pursuant to Section 3.2, Dispositions of Investments in joint ventures to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in the joint venture arrangements and similar binding arrangements;

(q) any issuance or sale of Capital Stock in, or Indebtedness or other securities of an Immaterial Subsidiary or Unrestricted Subsidiary;

(r) as long as no Default is continuing or would result therefrom, any Disposition of property of any Group Member, or issuance or sale of Capital Stock by, the Borrower or any Restricted Subsidiary; *provided* that with respect to any Disposition made pursuant to this clause (r), such Disposition shall be valued at fair market value and such Group Member shall receive not less than 75% of such consideration in the form of cash or Cash Equivalents; *provided further* that (i) any liabilities (as shown on the most recent balance sheet of Holdings provided hereunder or in the footnotes thereto) of such Group Member, other than liabilities that are by their terms subordinated in right of payment to the Obligations, that are assumed by the transferee with respect to the applicable Disposition and for which such Group Member shall have been validly released by all applicable creditors in writing, shall be deemed to be cash or Cash Equivalents, (ii) any securities received by such Group Member from such transferee that are convertible by such Group Member into cash or Cash Equivalents within 180 days following the closing of the applicable Disposition, shall be deemed to be cash or Cash Equivalents and (iii) any Designated Non-Cash Consideration received by such Group Member in respect of such Disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (r) that is at that time outstanding, not in excess of $~~20,000,000~~50,000,000 at the time of the receipt of such Designated Non-Cash Consideration, with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value, shall be deemed to be cash or Cash Equivalents;

(s) Dispositions of Property related to compensation paid or to be paid, or benefits provided or to be provided, in the ordinary course of business;

7.5 Restricted Payments. Declare or pay any dividend (other than dividends payable solely in common stock of the Person making such dividend) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of any Group Member, in each case, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of Holdings or any Subsidiary (collectively, "Restricted Payments"), except that:

(a) any Subsidiary may make Restricted Payments to the Borrower, Holdings or any Subsidiary Guarantor or any other Person that owns a direct equity interest in such Subsidiary in proportion to such Person's ownership interest in such Subsidiary;

(b) each Subsidiary may make Restricted Payments to the Borrower and to Wholly Owned Subsidiaries (and, in the case of a Restricted Payment by a non-Wholly Owned Subsidiary, to the Borrower and any Subsidiary and to each other owner of Capital Stock or other equity interests of such Subsidiary on a pro rata basis based on their relative ownership interests);

(c) Holdings, the Borrower and each Restricted Subsidiary may declare and make dividend payments or other distributions payable solely in the common stock or other common equity interests of such Person;

(d) so long as no Default or Event of Default has occurred and is continuing or would result therefrom, Holdings may purchase, redeem or otherwise acquire shares of its common stock or other common equity interests or warrants or options to acquire any such shares, in each case, to the extent consideration therefor consists of the proceeds received from the substantially concurrent issue of new shares of its common stock or other common equity interests;

(e) Holdings, the Borrower and each Restricted Subsidiary may make payments related to compensation paid or to be paid, or benefits provided or to be provided, in the ordinary course of business;

(f) [Intentionally Omitted].

(g) so long as no Default or Event of Default shall have occurred and be continuing or would result therefrom and the Available Amount Condition has been met, Holdings and the Borrower may make Restricted Payments in an aggregate amount not to exceed the then Available Amount;

(h) [Intentionally Omitted].

(i) Holdings, the Borrower and the Restricted Subsidiaries may make Restricted Payments in an aggregate amount such that all such Restricted Payments since the ~~Restatement~~Fifth Amendment Effective Date made pursuant to this clause (i) shall not exceed $~~50,000,000~~75,000,000;

(j) Holdings may pay any dividend or distribution or the consummation of any redemption within sixty (60) days after the date of declaration of the dividend or distribution or giving of the redemption notice, as the case may be, if, at the date of declaration or notice, the dividend, distribution or redemption payment would have complied with the provisions of this Agreement;

(k) Holdings, the Borrower and the Restricted Subsidiaries may make any payments in connection with the consummation of the Transaction or the transactions consummated under the Acquisition Agreement;

(l) so long as no Default or Event of Default shall have occurred and be continuing or would result therefrom, Holdings, the Borrower and the Restricted Subsidiaries may make any Restricted Payment if, after giving *pro forma* effect to such Restricted Payment, the Consolidated Leverage Ratio as of the last day of the period of four (4) fiscal quarters most recently completed for which financial statements have been delivered pursuant to Section 6.1 is less than 1.50 to 1.00; and

(m) Holdings, the Borrower and the Restricted Subsidiaries may repurchase, redeem or otherwise acquire shares of Holdings' Capital Stock in an aggregate amount such that the cash consideration for all acquisitions made pursuant to this clause (m) shall not exceed the aggregate amount of cash proceeds received by Holdings, the Borrower and the Restricted Subsidiaries from the exercise of employee stock options.

7.6 Investments. Make any advance, loan, extension of credit (by way of guaranty or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting a business line or unit of, or a division of any Person (all of the foregoing, "Investments"), except:

(a) extensions of trade credit in the ordinary course of business;

(b) Investments in Cash Equivalents;

(c) any Guarantee Obligation permitted by Section 7.1;

(d) loans and advances to officers, directors and employees of any Group Member in the ordinary course of business (including for travel, entertainment, relocation and similar expenses) in an aggregate amount for all Group Members not to exceed $5,000,000 at any time outstanding;

(e) [Intentionally Deleted];

(f) intercompany Investments by (i) any Group Member in any Loan Party; *provided* that all such intercompany Investments to the extent such Investment is a loan or advance owed to a Loan Party by a Group Member that is not a Loan Party are evidenced by the Intercompany Note, (ii) any Group Member that is not a Loan Party to any other Group Member that is not a Loan Party and (iii) Holdings in Alkermes Ireland Holdings Limited so long as the proceeds of such Investments are invested by Alkermes Ireland Holdings Limited in Intermediate Holdco or any other wholly owned direct

Restricted Subsidiary that is a Subsidiary Guarantor substantially simultaneously therewith;

(g) intercompany Investments (i) by any Loan Party in another Group Member (including a Person that becomes a Restricted Subsidiary as a result of such Investments), that, after giving effect to such Investment, is not a Loan Party (including, without limitation, Guarantee Obligations with respect to obligations of any such Subsidiary, loans made to any such Subsidiary and Investments resulting from mergers with or sales of assets to any such Subsidiary) in an aggregate amount (valued at fair market value) not to exceed $50,000,000 at any time outstanding and (ii) intercompany Investments incurred in the ordinary course of business in connection with the cash management operations (including with respect to intercompany self-insurance arrangements) of the Borrower, Holdings or any Restricted Subsidiary;

(h) Investments in the ordinary course of business consisting of endorsements for collection or deposit or lease, utility and other similar deposits and deposits with suppliers in the ordinary course of business;

(i) Investments in connection with Permitted Acquisitions;

(j) Investments consisting of Hedge Agreements permitted by Section 7.1;

(k) Investments (i) existing on the Restatement Effective Date or made pursuant to legally binding written contracts in existence on the Restatement Effective Date or (ii) contemplated on the Restatement Effective Date and set forth on Schedule 7.6, and in each case any modification, replacement, renewal, reinvestment or extension thereof; *provided* that the amount of any such Investment is not increased at the time of such extension or renewal;

(l) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors or other Persons to the extent reasonably necessary in order to prevent or limit loss or in connection with the bankruptcy or reorganization of suppliers or customers and in settlement of delinquent obligations of, and other disputes with, suppliers or customers arising in the ordinary course of business;

(m) Investments received as consideration in connection with Dispositions permitted under Section 7.4;

(n) advances of payroll payments to employees in the ordinary course of business;

(o) Investments to the extent that payment for such Investments is made solely with Capital Stock of Holdings (or by any direct or indirect parent thereof);

(p) Investments held by a Person that becomes a Restricted Subsidiary after the Restatement Effective Date or of a Person merged into the Borrower or merged or

consolidated with a Restricted Subsidiary in accordance with Section 7.3 after the Restatement Effective Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(q) Guarantees Obligations of the Group Members of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(r) Investments consisting of purchases and acquisitions of assets or services in the ordinary course of business and consistent with past practices;

(s) Investments made in the ordinary course of business in connection with obtaining, maintaining or renewing client contracts and loans or advances made to distributors in the ordinary course not to exceed $10,000,000 at any time outstanding;

(t) Investments made by any Restricted Subsidiary that is not a Loan Party to the extent such Investments are financed with the proceeds received by such Restricted Subsidiary from an Investment made pursuant to this Section 7.6;

(u) so long as no Default or Event of Default shall have occurred and be continuing or would result therefrom, in addition to Investments otherwise expressly permitted by this Section, Investments in an aggregate amount not to exceed the then Available Amount; and

(v) [Intentionally Deleted].

(w) other Investments by Group Members in an aggregate amount at any time outstanding of all such Investments since the ~~Restatement~~Fifth Amendment Effective Date not to exceed $~~50,000,000~~75,000,000.

The amount of any Investment, other than a Guarantee Obligation, shall be (i) the amount actually invested, as determined at the time of each such Investment, without adjustment for subsequent increases or decreases in the value of such Investment, minus (ii) the amount of dividends or distributions actually received in connection with such Investment and any return of capital and any payment of principal received in respect of such Investment that in each case is received in cash or cash equivalents (not in excess of the amount of Investments originally made).

7.7 Optional Payments and Modifications of Certain Debt Instruments.

(a) (i) Make any optional or voluntary payment, prepayment, repurchase or redemption of or otherwise optionally or voluntarily defease any Junior Financing except for (x) payments in the aggregate pursuant to this clause (i) not to exceed the Available Amount during the term of this Agreement, (y) the refinancing thereof with the Net Cash Proceeds of any Permitted Refinancing of any of the foregoing or any Indebtedness (other than Indebtedness that is owed to the Borrower or any Restricted Subsidiary), and (z) the conversion of any Junior Financing to Capital Stock; *provided* that, in the case of (x), no Default or Event of Default shall

have occurred and be continuing or would result therefrom and the Available Amount Condition has been met; and (ii) amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of any Junior Financing (other than any amendment that is not materially adverse to the Lenders and in any event any such amendment, modification, waiver or other change that in the case of any Junior Indebtedness, would extend the maturity or reduce the amount of any payment of principal thereof or reduce the rate or extend any date for payment of interest.

(b) Amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of any Organizational Document of any Loan Party or any Pledged Company if such amendment, modification, waiver or change could reasonably be expected to have a Material Adverse Effect.

7.8 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Borrower, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to Holdings, the Borrower or such Restricted Subsidiary as would be obtainable by Holdings, the Borrower or such Restricted Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate, except:

(a) transactions between or among (i) Loan Parties or (ii) Group Members (*provided* that transactions between any Loan Party, on one hand, and a Group Member that is not a Loan Party, on one other hand, shall be on commercially reasonable terms and shall be limited to transactions not otherwise prohibited by this Agreement);

(b) transactions related to compensation paid or to be paid, or benefits provided or to be provided, in the ordinary course of business;

(c) any Restricted Payment permitted by Section 7.5; and

(d) the Transaction.

7.9 [Intentionally Omitted].

~~7.10 Hedge Agreements. Enter into any Hedge Agreement, except (a) Hedge Agreements entered into to hedge or mitigate risks to which Holdings or any Subsidiary has actual exposure and (b) Hedge Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of Holdings or any Subsidiary.~~

7.10 [Intentionally Omitted].

7.11 Changes in Fiscal Periods; Accounting Changes.

(a) Permit any change in the fiscal year of Holdings.

(b) Change independent accountants other than to any nationally recognized firm or such other firm reasonably acceptable to the Administrative Agent.

7.12 Negative Pledge Clauses. Enter into or suffer to exist or become effective any agreement that prohibits, limits or imposes any condition upon the ability of any Loan Party to create, incur, assume or suffer to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired for the benefit of the Lenders with respect to the Obligations other than (a) this Agreement and the other Loan Documents, (b) any agreements governing any purchase money Liens or Capital Lease Obligations otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby), (c) any restrictions with respect to a Restricted Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Subsidiary, (d) customary provisions in leases, licenses and other contracts restricting the assignment thereof, (e) any other agreement that does not restrict in any manner (directly or indirectly) Liens created pursuant to the Loan Documents or any Collateral securing the Obligations and does not require the direct or indirect granting of any Lien securing any Indebtedness or other obligation by virtue of the granting of Liens on or pledge of Property of any Loan Party to secure the Obligations and (f) any prohibition or limitation that (i) exists pursuant to applicable Requirements of Law, (ii) consists of customary restrictions and conditions contained in any agreement relating to any Liens permitted under Section 7.2, transaction permitted under Section 7.3 or the sale of any property permitted under Section 7.4, (iii) restricts subletting or assignment of leasehold interests contained in any lease governing a leasehold interest of a Group Member, (iv) exists in any agreement in effect at the time such Subsidiary becomes a Restricted Subsidiary, so long as such agreement was not entered into in contemplation of such Person becoming a Subsidiary, (v) exists in any instrument governing Indebtedness assumed in connection with any Permitted Acquisition, which encumbrance or restriction is not applicable to any Person, or the Properties or assets of any Person, other than the Person or the Properties or assets of the Person so acquired, (vi) exists on the Restatement Effective Date and are listed on Schedule 7.12, (vii) are customary provisions in joint venture agreements and other similar agreements applicable to joint ventures to the extent permitted under this Agreement, or (viii) is imposed by any amendments or refinancings that are otherwise permitted by the Loan Documents or the contracts, instruments or obligations referred to in this Section 7.12; *provided* that such amendments and refinancings are no more materially restrictive with respect to such prohibitions and limitations than those in effect prior to such amendment or refinancing (as determined in good faith and certified in writing to the Administrative Agent by a Responsible Officer of the Borrower).

7.13 Clauses Restricting Subsidiary Distributions. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary of the Borrower that is not a Loan Party to (a) make Restricted Payments in respect of any Capital Stock of such Restricted Subsidiary held by, or pay any Indebtedness owed to, the Borrower or any other Restricted Subsidiary of the Borrower, (b) make loans or advances to, or other Investments in, the Borrower or any other Restricted Subsidiary of the Borrower or (c) transfer any of its assets to the Borrower or any other Restricted Subsidiary of the Borrower, except for such encumbrances or restrictions existing under or by reason of:

(i) any restrictions existing under the Loan Documents;

(ii) any restrictions with respect to a Restricted Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Restricted Subsidiary;

(iii) [Intentionally Omitted];

(iv) any agreements governing any purchase money Liens or Capital Lease Obligations otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby);

(v) restrictions and conditions existing on the Restatement Effective Date identified on Schedule 7.13 (but not to any amendment or modification expanding the scope or duration of any such restriction or condition);

(vi) restrictions or conditions imposed by any agreement relating to Liens permitted by this Agreement but solely to the extent that such restrictions or conditions apply only to the property or assets subject to such permitted Lien;

(vii) customary provisions in leases, licenses and other contracts entered into in the ordinary course of business restricting the assignment thereof;

(viii) customary restrictions in joint venture agreements and other similar agreements applicable to joint ventures permitted hereunder and applicable solely to such joint venture;

(ix) any agreement of a Foreign Subsidiary governing Indebtedness permitted to be incurred or permitted to exist under Section 7.1;

(x) any agreement or arrangement already binding on a Person when it becomes a Restricted Subsidiary so long as such agreement or arrangement was not created in anticipation of such acquisition;

(xi) Requirements of Law;

(xii) customary restrictions and conditions contained in any agreement relating to any transaction permitted under Section 7.3 or the sale of any property permitted under Section 7.4 pending the consummation of such transaction or sale;

(xiii) any instrument governing Indebtedness assumed in connection with any Permitted Acquisition, which encumbrance or restriction is not applicable to any Person, or the Properties or assets of any Person, other than the Person or the Properties or assets of the Person so acquired; or

(xiv) any encumbrances or restrictions imposed by any amendments or refinancings that are otherwise permitted by the Loan Documents or the contracts, instruments or obligations referred to in this Section 7.13; *provided* that such amendments or refinancings are no more materially restrictive with respect to such encumbrances and restrictions than those in effect prior to such amendment or

refinancing (as determined in good faith and certified in writing to the Administrative Agent by a Responsible Officer of the Borrower).

7.14 Lines of Business. Enter into any business, either directly or through any Restricted Subsidiary, except for those businesses in which Holdings and its Subsidiaries are engaged on the date of this Agreement (after giving effect to the Transaction) or that are reasonably related, incidental, ancillary or complementary thereto.

7.15 [Intentionally Omitted].

7.16 Holding Company. In the case of Holdings, engage in any business or activity other than (a) the ownership and investment in Capital Stock in and Indebtedness of Alkermes Ireland Holdings Limited and its other Subsidiaries from time to time, (b) maintaining its corporate existence, (c) participating in tax, accounting and other administrative activities as the parent of the consolidated group of companies, including the Loan Parties, (d) the execution and delivery of the Loan Documents to which it is a party and the performance of its obligations thereunder, (e) the incurrence of Indebtedness permitted to be incurred by Holdings pursuant to Section 7.1, (f) the consummation of any Permitted Acquisition so long as any assets (other than Indebtedness or Capital Stock) acquired in connection with such Permitted Acquisition are owned by the Borrower or a Restricted Subsidiary (other than Alkermes Ireland Holdings Limited, for so long as it is not a Subsidiary Guarantor) immediately following such Permitted Acquisition, (g) Restricted Payments permitted to be made by Holdings under Section 7.5 and (h) activities incidental to the businesses or activities described in clauses (a) through (g) of this Section.

7.17 Alkermes Ireland Holdings Limited. In the case of Alkermes Ireland Holdings Limited, Holdings shall cause that, for as long as Alkermes Ireland Holdings Limited is not a Subsidiary Guarantor, it shall not: (a) engage in any business or activity or own or acquire any material assets other than (i) the ownership and investment in Capital Stock in and Junior Financings of Intermediate Holdco or any other wholly owned direct Restricted Subsidiary, (ii) maintaining its corporate existence, (iii) participating in tax, accounting and other administrative activities as the parent of the consolidated group of companies, including the Loan Parties, (iv) the incurrence of Indebtedness permitted to be incurred by Alkermes Ireland Holdings Limited pursuant to Section 7.1, (v) the consummation of any Permitted Acquisition so long as any assets acquired in connection with such Permitted Acquisition are owned by the Borrower or a Restricted Subsidiary immediately following such Permitted Acquisition, (vi) Restricted Payments permitted to be made by Alkermes Ireland Holdings Limited under Section 7.5 and (vii) activities incidental to the businesses or activities described in clauses (i) through (vi); (b) incur any Indebtedness other than Indebtedness permitted pursuant to Sections 7.1 (b), (k), (n) or (t); and (c) create, incur, assume or suffer to exist any Lien other than Liens permitted pursuant to Sections 7.2(a), (c), (j), (l), (o), (q) or (aa) upon any of its property or assets, whether now owned or hereafter acquired.

SECTION 8. EVENTS OF DEFAULT

8.1 Events of Default. If any of the following events shall occur and be continuing:

(a) the Borrower shall fail to pay any principal of any Term Loan when due in accordance with the terms hereof; or the Borrower shall fail to pay any interest on any Term Loan, or any other amount payable hereunder or under any other Loan Document, within five (5) Business ~~d~~Days after any such interest or other amount becomes due in accordance with the terms hereof; or

(b) any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been untrue in any material respect on or as of the date made or deemed made; or

(c) any Loan Party shall default in the observance or performance of any agreement contained in Section 6.4(a) (with respect to the Borrower only) or Section 7 of this Agreement; or

(d) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section 8), and such default shall continue unremedied for a period of thirty (30) days after receipt by the Borrower of written notice thereof from the Administrative Agent; or

(e) any Group Member (i) defaults in making any payment of any principal of any Material Indebtedness (including any Guarantee Obligation or Hedge Agreement that constitutes Material Indebtedness, but excluding the Term Loans) on the scheduled or original due date with respect thereto; or (ii) defaults in making any payment of any interest on any such Material Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created; or (iii) defaults in the observance or performance of any other agreement or condition relating to any such Material Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Material Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, such Material Indebtedness to become due prior to its stated maturity or to become subject to a mandatory offer to purchase by the obligor thereunder; *provided* that such failure is unremedied and is not waived by the holders of such Indebtedness; *provided further* that this clause (e)(iii) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; or

(f) (i) any Group Member (other than an Immaterial Subsidiary) shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, examinership or relief of debtors (a "Bankruptcy Law"), seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, examinership, winding-up, liquidation, dissolution,

composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator, liquidator, examiner or other similar official for it or for all or any substantial part of its assets under a Bankruptcy Law, or any Group Member (other than an Immaterial Subsidiary) shall make a general assignment, composition, compromise, or arrangement with or for the benefit of its creditors; or (ii) there shall be commenced against any Group Member (other than an Immaterial Subsidiary) any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or other relief with respect to it or its debts or (B) remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (iii) there shall be commenced any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distress, distraint or similar process against all or any substantial part of the assets of the Group Members, taken as a whole, that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or (iv) any Group Member (other than an Immaterial Subsidiary) shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) any Group Member (other than an Immaterial Subsidiary) shall generally not, or shall be unable to, or shall under applicable law be deemed to be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) (i) any failure to satisfy the minimum funding standard under Sections 412 and 430 of the Code or Sections 302 and 303 of ERISA, whether or not waived, shall occur with respect to any Single Employer Plan or any Lien in favor of the PBGC or a Single Employer Plan or Multiemployer Plan shall arise on the assets of the Borrower or any Commonly Controlled Entity, (ii) a Reportable Event shall occur with respect to, or proceedings shall commence under Section 4042 of ERISA to have a trustee appointed, or a trustee shall be appointed to, any Single Employer Plan, (iii) any Single Employer Plan shall be terminated under Section 4041(c) of ERISA or the institution by the PBGC of proceedings to terminate a Single Employer Plan pursuant to Section 4042 of ERISA, or the occurrence of any event or condition described in Section 4042 of ERISA that constitutes grounds for the termination of such Single Employer Plan, (iv) any Group Member or any Commonly Controlled Entity intends to withdraw from a Multiemployer Plan and shall, or is reasonably likely to, incur any liability in connection with such withdrawal, or the Insolvency or Reorganization of, a Multiemployer Plan, (v) any Group Member shall engage in any non-exempt “prohibited transaction” (within the meaning of Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (vi) the cessation of operations at a facility of any Group Member or Commonly Controlled Entity in the circumstances described in Section 4062(e) of ERISA or (vii) the withdrawal by any Group Member or Commonly Controlled Entity from a Multiple Employer Plan during a plan year for which it was a substantial employer, as defined in Section 4001(a)(2) of ERISA; and in each case in clauses (i) through (vii) above, such event or condition, together with all other such events or conditions, if any, could reasonably be expected to have a Material Adverse Effect; or

(h) one or more judgments or decrees shall be entered against any Group Member and the same shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof and any such judgments or decrees is for the payment of money, individually or in the aggregate (not paid or fully covered by insurance as to which the relevant insurance company has acknowledged coverage), of $~~5,000,000~~30,000,000 or more or is for injunctive relief which could reasonably be expected to have a Material Adverse Effect; or

(i) any Security Documents relating to material assets of the Group Members, taken as a whole, shall cease, for any reason, to be in full force and effect, or any Loan Party or any Subsidiary of any Loan Party shall so assert, or any Lien created by any of the Security Documents relating to material assets of the Group Members, taken as a whole, shall cease to be enforceable and of the same effect and priority purported to be created thereby (other than because of any action by the Collateral Agent); or any Loan Party or any Subsidiary of any Loan Party shall so assert; or

(j) the guarantee contained in Section 2 of the Guarantee and Collateral Agreement shall cease, for any reason, to be in full force and effect or any Loan Party or any Subsidiary of any Loan Party shall so assert; or

(k) a Change of Control occurs; or

(l) (i) any of the Obligations of the Loan Parties under the Loan Documents for any reason shall cease to be "senior debt," "senior indebtedness," "designated senior debt," "guarantor senior debt" or "senior secured financing" (or any comparable term) under, and as defined in, any Junior Financing Documentation evidencing Material Indebtedness, (ii) the subordination provisions set forth in any Junior Financing Documentation evidencing Material Indebtedness shall, in whole or in part, cease to be effective or cease to be legally valid, binding and enforceable against the holders of such Junior Financing, if applicable or (iii) any Loan Party, any Subsidiary of any Loan Party shall assert any of the foregoing;

then, and in any such event, (A) if such event is an Event of Default specified in paragraph (f) above with respect to the Borrower, automatically the Commitments shall immediately terminate and the Term Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Term Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents to be due and payable forthwith, whereupon the same shall immediately become due and payable. Except as expressly provided above in this Section 8, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrower. Notwithstanding anything to the contrary contained herein or in the other Loan Documents, no amounts received from any Guarantor shall be applied to any Excluded Swap Obligations of such Guarantor.

SECTION 9. THE AGENTS

9.1 Appointment.

(a) Each Lender (and, if applicable, each other Secured Party) hereby irrevocably designates and appoints each Agent as the agent of such Lender (and, if applicable, each other Secured Party) under this Agreement and the other Loan Documents, and each such Lender (and, if applicable, each other Secured Party) irrevocably authorizes such Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to such Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, no Agent shall have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender or other Secured Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against any Agent.

(b) Each of the Secured Parties hereby irrevocable designates and appoints Morgan Stanley Senior Funding, Inc. as collateral agent of such Secured Party under this Agreement and the other Loan Documents, and each such Secured Party irrevocably authorizes the Collateral Agent, in such capacity, to take such action on its behalf as are necessary or advisable with respect to the Collateral under this Agreement or any of the other Loan Documents, together with such powers as are reasonably incidental thereto. The Collateral Agent hereby accepts such appointment.

9.2 Delegation of Duties. Each Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

9.3 Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, members, partners, employees, agents, attorneys-in-fact or Affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders or any other Secured Party for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or any Specified Hedge Agreement or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan Document or any Specified Hedge Agreement or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or any Specified Hedge Agreement or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained

in, or conditions of, this Agreement or any other Loan Document or any Specified Hedge Agreement, or to inspect the properties, books or records of any Loan Party.

9.4 Reliance by Agents. Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Borrower), independent accountants and other experts selected by such Agent. The Administrative Agent shall deem and treat the Lender specified in the Register with respect to any amount owing hereunder as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. Each Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Agents shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Term Loans and all other Secured Parties.

9.5 Notice of Default. No Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless such Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default." In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders or any other instructing group of Lenders specified by this Agreement); *provided* that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Secured Parties.

9.6 Non-Reliance on Agents and Other Lenders. Each Lender (and, if applicable, each other Secured Party) expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender or any other Secured Party. Each Lender (and, if applicable, each other Secured Party) represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender or any other Secured Party, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision

to make its Loans hereunder and enter into this Agreement or any Specified Hedge Agreement. Each Lender (and, if applicable, each other Secured Party) also represents that it will, independently and without reliance upon any Agent or any other Lender or any other Secured Party, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents or any Specified Hedge Agreement, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender or any other Secured Party with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any Affiliate of a Loan Party that may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

9.7 Indemnification. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under Section 10.5 to be paid by it to any Agent Related Party (or any sub-agent thereof), each Lender severally agrees to pay to such Agent Related Party (or any such sub-agent thereof) such Lender's Term Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; *provided* that (a) the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against any Agent Related Party (or any such sub-agent thereof) and (b) no Lender shall be liable for the payment of any portion of such unreimbursed expense or indemnified loss, claim, damage, liability or related expense that is found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent's gross negligence or willful misconduct. The agreements in this Section shall survive the payment of the Term Loans and all other amounts payable hereunder.

9.8 Agent in Its Individual Capacity. Each Agent and its affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender," "Lenders," "Secured Party" and "Secured Parties" shall include each Agent in its individual capacity.

9.9 Successor Administrative Agent.

(a) The Administrative Agent and the Collateral Agent may resign as Administrative Agent and Collateral Agent, respectively, upon ten (10) days' notice to the Lenders and the Borrower. If the Administrative Agent or Collateral Agent, as applicable, shall resign as Administrative Agent or Collateral Agent, as applicable, under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall (unless an Event of Default under Section 8(a) or Section 8(f) with respect to the Borrower shall have occurred and be continuing)

be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent or Collateral Agent, as applicable, and the term "Administrative Agent" or "Collateral Agent," as applicable, shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent's or Collateral Agent's, as applicable, rights, powers and duties as Administrative Agent or Collateral Agent, as applicable, shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or Collateral Agent, as applicable, or any of the parties to this Agreement or any holders of the Term Loans. If no successor agent has accepted appointment as Administrative Agent or Collateral Agent, as applicable, by the date that is ten (10) days following a retiring Administrative Agent's or Collateral Agent's, as applicable, notice of resignation, the retiring Administrative Agent's or Collateral Agent's, as applicable, resignation shall nevertheless thereupon become effective and the Lenders shall assume and perform all of the duties of the Administrative Agent or Collateral Agent, as applicable, hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Administrative Agent's or Collateral Agent's, as applicable, resignation as Administrative Agent or retiring Collateral Agent's resignation as Collateral Agent, as applicable, the provisions of this Section 9 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent or Collateral Agent, as applicable, under this Agreement and the other Loan Documents.

(b) Anything herein to the contrary notwithstanding, if at any time the Required Lenders determine that the Person serving as Administrative Agent is a Defaulting Lender, the Required Lenders (determined after giving effect to the final paragraph of Section 10.1) may by notice to the Borrower and such Person remove such Person as Administrative Agent and, in consultation with the Borrower, appoint a replacement Administrative Agent hereunder. Such removal will, to the fullest extent permitted by applicable law, be effective on the earlier of (i) the date a replacement Administrative Agent is appointed and (ii) the date ten (10) Business Days after the giving of such notice by the Required Lenders (regardless of whether a replacement Administrative Agent has been appointed).

9.10 Agents Generally. Except as expressly set forth herein, the Agents and the Lead Arranger and the Joint Bookrunners shall not have any duties or responsibilities hereunder in its capacity as such.

9.11 Lender Action. Each Lender agrees that it shall not take or institute any actions or proceedings, judicial or otherwise, for any right or remedy against any Loan Party or any other obligor under any of the Loan Documents, the Specified Hedge Agreements, or institute any actions or proceeds, or otherwise commence any remedial procedures, with respect to any Collateral or any other property of any such Loan Party, without the prior written consent of the Administrative Agent; *provided* that the foregoing shall not prohibit any Lender from filing proofs of claim during the pendency of a proceeding relative to any Loan Party under any bankruptcy or other debtor relief law.

9.12 Withholding Tax. To the extent required by any applicable law, an Agent shall withhold from any payment to any Lender an amount equal to any applicable withholding Tax. If the IRS or any Governmental Authority asserts a claim that the Agent did not properly

withhold Tax from any amount paid to or for the account of any Lender for any reason (including because the appropriate form was not delivered or was not properly executed, or because such Lender failed to notify the Agent of a change in circumstances that rendered the exemption from, or reduction of, withholding Tax ineffective), such Lender shall indemnify and hold harmless the Agent (to the extent that the Agent has not already been reimbursed by the Borrower and without limiting or expanding the obligation of the Borrower to do so) for all amounts paid, directly or indirectly, by the Agent as tax or otherwise, including any penalties, additions to Tax or interest thereon, together with all expenses incurred, including legal expenses and any out-of-pocket expenses, whether or not such Tax was correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due to the Agent under this Section 9.12. The agreements in this Section 9.12 shall survive the resignation and/or replacement of the Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Term Loans and the repayment, satisfaction or discharge of all obligations under this Agreement. Unless required by applicable laws, at no time shall the Agent have any obligation to file for or otherwise pursue on behalf of a Lender any refund of Taxes withheld or deducted from funds paid for the account of such Lender.

9.13 Administrative Agent May File Proof of Claims. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, the Administrative Agent shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Secured Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Parties and the Administrative Agent (including any claim for the compensation, expenses, disbursements and advances of the Secured Parties and their respective agents and counsel and all other amounts due the Secured Parties under the Loan Documents) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Secured Party to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Secured Parties, to pay to the Administrative Agent any amount due for the compensation, expenses, disbursements and advances of the Agents and their respective agents and counsel, and any other amounts due the Administrative Agent under the Loan Documents.

9.14 ~~[Intentionally Omitted]~~Lender Representations.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender

party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and the Fifth Amendment Lead Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Term Loans,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Term Loans and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Term Loans and this Agreement, (C) the entrance into, participation in, administration of and performance of the Term Loans and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Term Loans and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and the Fifth Amendment Lead Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower, that:

(i) none of the Administrative Agent or the Fifth Amendment Lead Arrangers or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto),

(ii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Term Loans and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21) and is a bank, an insurance carrier, an investment adviser, a broker-dealer or other person that holds, or has under management or control, total assets of at least $50,000,000, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E),

(iii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Term Loans and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies,

(iv) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Term Loans and this Agreement is a fiduciary under ERISA or Code, or both, with respect to the Term Loans and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder, and

(v) no fee or other compensation is being paid directly to the Administrative Agent or the Fifth Amendment Lead Arrangers or any their respective Affiliates for investment advice (as opposed to other services) in connection with the Term Loans or this Agreement.

(c) The Administrative Agent and the Fifth Amendment Lead Arrangers hereby inform the Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Term Loans and this Agreement, (ii) may recognize a gain if it extended the Term Loans for an amount less than the amount being paid for an interest in the Term Loans by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

SECTION 10. MISCELLANEOUS

10.1 Amendments and Waivers. Neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 10.1. The Required Lenders and each Loan Party party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or

the other Loan Documents or changing in any manner the rights of the Lenders or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; *provided*, however, that no such waiver and no such amendment, supplement or modification shall:

(i) forgive the principal amount or extend the final scheduled date of maturity of any Term Loan, extend the scheduled date of any amortization payment in respect of any Term Loan, reduce the stated rate of any interest or forgive or reduce any interest or fee payable hereunder (except (x) in connection with the waiver of applicability of any post-default increase in interest rates, which waiver shall be effective with the consent of the holders of more than 50% of the aggregate unpaid principal amount of the affected Tranche of Term Loans then outstanding and (y) that any amendment or modification of financial covenants or defined terms used in the financial covenants in this Agreement shall not constitute a reduction in the rate of interest or fees for purposes of this clause (i)) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Commitment, in each case without the written consent of each Lender directly affected thereby; *provided* that neither any amendment, modification or waiver of a mandatory prepayment required hereunder, nor any amendment of Section 3.2 or any related definitions including Asset Sale, IP Sale, Excess Cash Flow, or Recovery Event, shall constitute a reduction of the amount of, or an extension of the scheduled date of, any principal installment of any Term Loan or Note or other amendment, modification or supplement to which this clause (i) is applicable;

(ii) eliminate or reduce the voting rights of any Lender under this Section 10.1 without the written consent of such Lender;

(iii) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, release all or substantially all of the Collateral or release Holdings or all or substantially all of the Subsidiary Guarantors from their obligations under the Guarantee and Collateral Agreement, in each case without the written consent of all Lenders;

(iv) amend, modify or waive any provision of Section 3.8(a) or 10.7(a) of this Agreement or Section 6.5 of the Guarantee and Collateral Agreement, in each case without the written consent of all Lenders;

(v) amend, modify or waive any provision of Section 9 without the written consent of each Agent adversely affected thereby;

(vi) amend, modify or waive any provision of Section 9.6 to further restrict any Lender's ability to assign or otherwise transfer its obligations hereunder without the written consent of all Lenders adversely affected thereby; and

(vii) amend, modify or waive (A) any provision of any Loan Document so as to alter the ratable sharing of payments required thereby or (B) the definition of "Qualified Counterparty," "Specified Hedge Agreement," or "Obligations," in each case in a manner adverse to any Qualified Counterparty with Obligations then outstanding without the written consent of any such Qualified Counterparty.

Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Agents and all future holders of the Term Loans.

In the case of any waiver, the Loan Parties, the Lenders and the Agents shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

In addition, notwithstanding the foregoing, this Agreement may be amended with the written consent of the Administrative Agent, the Borrower and the Lenders providing the relevant Replacement Term Loans (as defined below) to permit the refinancing of all outstanding Term Loans ("Refinanced Term Loans") with a replacement term loan tranche hereunder ("Replacement Term Loans"); *provided* that (a) the aggregate principal amount of such Replacement Term Loans shall not exceed the aggregate principal amount of such Refinanced Term Loans plus accrued interest, fees and expenses related thereto, (b) the Applicable Margin for such Replacement Term Loans shall not be higher than the Applicable Margin for such Refinanced Term Loans, (c) the weighted average life to maturity of such Replacement Term Loans shall not be shorter than the weighted average life to maturity of such Refinanced Term Loans at the time of such refinancing (except to the extent of nominal amortization for periods where amortization has been eliminated as a result of prepayment of the applicable Term Loans) and (d) all other terms applicable to such Replacement Term Loans shall be substantially identical to, or less favorable to the Lenders providing such Replacement Term Loans than, those applicable to such Refinanced Term Loans, except to the extent necessary to provide for covenants and other terms applicable to any period after the latest final maturity of the Term Loans in effect immediately prior to such refinancing.

If, in connection with any proposed amendment, modification, waiver or termination requiring the consent of all Lenders, the consent of the Required Lenders is obtained, but the consent of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained being referred to as a "Non-Consenting Lender"), then, so long as the Administrative Agent is not a Non-Consenting Lender, the Administrative Agent or a Person reasonably acceptable to the Administrative Agent shall have the right but not the obligation to purchase at par from such Non-Consenting Lenders, and such Non-Consenting Lenders agree that they shall, upon the Administrative Agent's request, sell and assign to the Administrative Agent or such Person, all of the Term Loans of such Non-Consenting Lenders for an amount equal to the principal balance of all such Term Loans held by such Non-Consenting Lenders and all accrued interest and fees with respect thereto through the date of sale, such purchase and sale to be consummated pursuant to an executed Assignment and Assumption. In addition to the foregoing, the Borrower may replace any Non-Consenting Lender pursuant to Section 3.13.

Notwithstanding the foregoing, this Agreement and the other Loan Documents may be amended (or amended and restated), modified or supplemented with the written consent of the Administrative Agent and the Borrower (a) to cure any ambiguity, omission, defect or inconsistency, so long as such amendment, modification or supplement does not adversely affect the rights of any Lender, (b) to add one or more additional credit facilities with respect to Incremental Term Loans to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans, as applicable, and the accrued interest and fees in respect thereof and (c) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders; *provided*, that the conditions set forth in Section 2.4 are satisfied.

Anything herein to the contrary notwithstanding, during such period as a Lender is a Defaulting Lender, to the fullest extent permitted by applicable law, such Lender will not be entitled to vote in respect of amendments and waivers hereunder and the Commitment and the outstanding Loans or other extensions of credit of such Lender hereunder will not be taken into account in determining whether the Required Lenders or all of the Lenders, as required, have approved any such amendment or waiver (and the definition of "Required Lenders" will automatically be deemed modified accordingly for the duration of such period); *provided* that, subject to the limitations set forth in the first paragraph of this Section 10.1, any such amendment or waiver that would increase or extend the term of the Commitment of such Defaulting Lender, extend the date fixed for the payment of principal or interest owing to such Defaulting Lender hereunder, reduce the principal amount of any obligation owing to such Defaulting Lender, reduce the amount of or the rate or amount of interest on any amount owing to such Defaulting Lender or of any fee payable to such Defaulting Lender hereunder, or alter the terms of this proviso, will require the consent of such Defaulting Lender.

10.2 Notices.

(a) All notices and other communications provided for hereunder shall be either (x) in writing (including telecopy or e-mail communication) and mailed, telecopied or delivered or (y) as and to the extent set forth in Section 10.2(b) as follows:

(i) if to the Borrower, at its address at Alkermes, Inc., 852 Winter Street, Waltham, Massachusetts 02451, Attention Jim Frates, and a copy to Richard Lincer, Esq., Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006;

(ii) if to the Collateral Agent or the Administrative Agent, at its address at 1585 Broadway, New York, New York 10036, Attention: MS Agency, E-mail Address: msagency@morganstanley.com; or, as to any party, at such other address as shall be designated by such party in a written notice to the other parties;

provided, however, that materials and information described in Section 10.2(b) shall be delivered to the Administrative Agent in accordance with the provisions thereof or as otherwise specified to the Borrower by the Administrative Agent. Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have

been given or made upon the earlier of (i) actual receipt by the relevant party hereto, (ii) if delivered by hand or courier, when signed for by or on behalf of the relevant party hereto, and (iii) four days after having been mailed; notices and other communications sent by telecopier shall be deemed to have been given when sent (except that notices and communications to any Agent pursuant to Sections 2 and 9 shall not be effective until received by such Agent). Delivery by telecopier of an executed counterpart of a signature page to any amendment or waiver of any provision of this Agreement or the Notes or of any Exhibit hereto to be executed and delivered hereunder shall be effective as delivery of an original executed counterpart thereof.

(b) The Borrower hereby agrees that it will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to the Loan Documents, including, without limitation, all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to a request for a new, or a conversion of an existing, borrowing or other extension of credit (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) provides notice of any default or event of default under this Agreement or (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any borrowing or other extension of credit hereunder (all such non-excluded communications being referred to herein collectively as "Communications"), by transmitting the Communications in an electronic/soft medium in a format acceptable to the Administrative Agent to an electronic address specified by the Administrative Agent to the Borrower. In addition, the Borrower agrees to continue to provide the Communications to the Agents in the manner specified in the Loan Documents but only to the extent requested by the Administrative Agent.

(c) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". THE ADMINISTRATIVE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR THE ADEQUACY OF THE PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS, EXCEPT TO THE EXTENT THE LIABILITY OF SUCH PERSON IS FOUND IN A FINAL, NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM SUCH PERSON'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE ADMINISTRATIVE AGENT PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADVISORS OR REPRESENTATIVES (COLLECTIVELY, "ADMINISTRATIVE AGENT PARTIES") HAVE ANY LIABILITY TO THE BORROWER, ANY LENDER PARTY OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR

OTHERWISE) ARISING OUT OF THE BORROWER'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET.

The Administrative Agent agrees that the receipt of the Communications by the Administrative Agent at its e-mail address set forth above shall constitute effective delivery of the Communications to the Administrative Agent for purposes of the Loan Documents. Each Lender agrees that notice to it (as provided in the next sentence) specifying that the Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents. Each Lender agrees (i) to notify the Administrative Agent in writing (including by electronic communication) from time to time of such Lender's e-mail address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address. Nothing herein shall prejudice the right of the Administrative Agent or any Lender to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

10.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of any Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

10.4 Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Term Loans and other extensions of credit hereunder and shall continue in full force and effect as long as any Term Loan or any other Obligation hereunder shall remain unpaid or unsatisfied and so long as the Commitments of any Lender have not been terminated.

10.5 Payment of Expenses and Taxes; Indemnity.

(a) The Borrower agrees (i) to pay or reimburse each Agent for all its reasonable and documented out-of-pocket costs and expenses incurred in connection with the preparation, negotiation, execution and delivery, and any amendment, supplement or modification to, this Agreement and the other Loan Documents, any security arrangements in connection therewith and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable invoiced fees and disbursements of counsel to such parties and filing and recording fees and expenses, with statements with respect to the foregoing to be submitted to the Borrower prior to the Restatement Effective Date (in the case of amounts to be paid on the Restatement Effective Date and from time to time thereafter as such parties shall deem appropriate and (ii) to pay or reimburse each Lender and Agent for all its documented costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any such other documents, including the reasonable

and invoiced fees and disbursements of counsel to such parties and any documented costs and expenses incurred during any workout or restructuring.

(b) The Borrower agrees (i) to pay, indemnify, and hold each Lender and each Agent harmless from, any and all recording and filing fees, if any, that may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents, and (ii) to pay, indemnify, and hold each Lender and Agent and the Joint Bookrunners and their respective affiliates (including, without limitation, controlling persons) and each member, partner, director, officer, employee, advisor, agent, affiliate, successor, partner, member, representative and assign of each of the forgoing (each, an "Indemnitee") harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents (regardless of whether any Loan Party is or is not a party to any such actions or suits) and any such other documents, including any of the foregoing relating to the use of proceeds of the Term Loans, or violation of, noncompliance with or liability under, any Environmental Law relating to any Group Member or any of the Properties, including the presence, Release or threat of Releases of any Materials of Environmental Concern, and the reasonable fees and expenses of legal counsel in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document (all the foregoing in this clause (ii), collectively, the "Indemnified Liabilities"); provided, that the Borrower shall not have any obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the bad faith, gross negligence or willful misconduct of such Indemnitee or its Related Indemnified Persons. Without limiting the foregoing, and to the extent permitted by applicable law, the Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnitee except to the extent found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the bad faith, gross negligence or willful misconduct of such Indemnitee or its Related Indemnified Persons. Statements payable by the Borrower pursuant to this Section 10.5 shall be submitted to the Chief Financial Officer, at the address of the Borrower set forth in Section 10.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Administrative Agent. The agreements in this Section 10.5 shall survive repayment of the Term Loans and all other amounts payable hereunder.

(c) To the fullest extent permitted by applicable law, neither the Borrower nor any Indemnitee shall assert, and each of the Borrower and each Indemnitee does hereby waive, any claim against any party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Term Loan or the use

of the proceeds thereof; *provided* that the foregoing shall not limit the indemnification obligations of the Borrower under clause (b) above to the extent they arise from claims of third parties against an Indemnitee for such special, indirect, consequential or punitive damages. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(d) The Borrower shall not, without the prior written consent of the Indemnitee, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any proceeding in respect of which indemnification may be sought hereunder (whether or not any Indemnitee is a party thereto) unless such settlement, compromise, consent or termination (i) includes an unconditional release of each Indemnitee from all liability arising out of such proceeding and (ii) does not include a statement as to, or an admission of, fault, culpability, or a failure to act by or on behalf of such Indemnitee.

(e) The Borrower will not be liable under this Agreement for any amount paid by an Indemnitee to settle any claims or actions if the settlement is entered into without the Borrower's consent, which consent may not be withheld or delayed unless such settlement is unreasonable in light of such claims or actions against, and defenses available to, such Indemnitee; provided that this Section 10.5(e) shall not apply to those settlements where the Borrower was offered the ability to assume the defense of the action that directly and specifically related to the subject matter of such settlement and elected not to assume such defense.

(f) All amounts due under this Section shall be payable not later than ten (10) days after demand therefor.

10.6 Successors and Assigns; Participations and Assignments.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except (x) to an assignee in accordance with the provisions of paragraph (b) of this Section, (y) by way of participation in accordance with the provisions of paragraph (e) of this Section or (z) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (g) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, express or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors as assigns permitted hereby, Participants to the extent provided in paragraph (e) of this Section 10.6 and, to the extent expressly contemplated hereby, the Affiliates of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may assign to one or more assignees (each, an "Assignee") all or a portion of its rights and obligations under this Agreement (including all or a portion of its

Commitments and the Term Loans at the time owing to it); *provided* that any such assignment shall be subject to the following conditions:

(i) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, an assignment effected by the Administrative Agent in connection with the initial syndication of the Commitments held by Morgan Stanley Senior Funding, Inc., an assignment of the entire remaining amount of the assigning Lender's Commitments or Term Loans, the amount of the Commitments or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than $1,000,000 unless each of the Borrower and the Administrative Agent otherwise consent (such consent not to be unreasonably withheld or delayed); *provided* that no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing;

(ii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Term Loan or the Commitment assigned, except that this clause (ii) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate tranches of Loans (if any) on a non-pro rata basis;

(iii) no consent shall be required for any assignment except to the extent required by paragraph (b)(i) of this Section and, in addition, the consent of:

(A) the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (x) an Event of Default under Section 8(a) or (f) has occurred and is continuing at the time of such assignment, (y) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; *provided* that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received a draft of the relevant Assignment and Assumption or (z) such assignment is made prior to the earlier of (1) the Syndication Date and (2) the date that is 90 days after the Restatement Effective Date; and

(B) the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of each of the Term Facilities if such assignment is to an Assignee that is not a Lender, an Affiliate of a Lender or an Approved Fund;

(iv) except in the case of assignments pursuant to paragraph (c) below, the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500 (it being understood that payment of only one processing fee shall be required in connection with simultaneous assignments to two or more Approved Funds); *provided* that the Administrative Agent may, in its sole discretion, elect to waive such processing and

recordation fee in the case of any assignment; and the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire.

(v) no assignment shall be permitted to be made to Holdings or any of its Subsidiaries or Affiliates other than on the following basis:

(A) no Default or Event of Default has occurred or is continuing at the time of such assignment or would result from such assignment;

(B) Holdings, the Borrower or any of their respective Subsidiaries may make one or more offers (each, an "Offer") to repurchase all or any portion of any Tranche of Term Loans (such Term Loans, the "Offer Loans"); *provided* that, (1) Holdings, the Borrower or such Subsidiary delivers a notice of such Offer to the Administrative Agent and all Lenders no later than noon (New York City time) at least five (5) Business Days in advance of a proposed consummation date of such Offer indicating (w) the last date on which such Offer may be accepted, (x) the maximum dollar amount of such Offer, (y) the repurchase price per dollar of principal amount of such Offer Loans at which Holdings, the Borrower or such Subsidiary is willing to repurchase such Offer Loans and (z) the instructions, consistent with this Section 10.6(b)(v) with respect to the Offer, that a Lender must follow in order to have its Offer Loans repurchased; (2) Holdings, the Borrower or such Subsidiary shall hold such Offer open for a minimum period of two (2) Business Days; (3) a Lender who elects to participate in the Offer may choose to sell all or part of such Lender's Offer Loans; (4) such Offer shall be made to the Lenders holding the Offer Loans on a pro rata basis in accordance with the respective principal amount then due and owing to the Lenders; *provided* that, if any Lender elects not to participate in the Offer, either in whole or in part, the amount of such Lender's Offer Loans not being tendered shall be excluded in calculating the pro rata amount applicable to the balance of such Offer Loans; and (5) such Offer shall be conducted pursuant to such procedures the Administrative Agent may establish in consultation with the Borrower (which shall be consistent with this clause (B)) and that a Lender must follow in order to have its Offer Loans repurchased;

(C) with respect to all repurchases made by Holdings, the Borrower or their respective Subsidiaries, such repurchases shall be deemed to be voluntary prepayments pursuant to Section 3.1 in an amount equal to the aggregate principal amount of such Term Loans;

(D) following repurchase by Holdings, the Borrower or any of their respective Subsidiaries, (1) all principal and accrued and unpaid interest on the Term Loans so repurchased shall be deemed to have been paid for all purposes and no longer outstanding (and may not be resold by Holdings, the Borrower or such Subsidiary), for all purposes of this Agreement and all other Loan Documents and (2) Holdings, the Borrower or any of their respective Subsidiaries, as the case may be, will promptly advise the Administrative Agent

of the total amount of Offer Loans that were repurchased from each Lender who elected to participate in the Offer; and

(E) any Term Loans purchased by or assigned to Holdings, the Borrower or any of their respective Subsidiaries shall be automatically, immediately and permanently cancelled upon the effectiveness of such assignment and will thereafter no longer be outstanding for any purpose hereunder; and

(vi) no assignment shall be permitted to be made to a natural person.

Except as otherwise provided in clause (v) above and in paragraph (c) below, subject to acceptance and recording thereof pursuant to paragraph (d) below, from and after the effective date specified in each Assignment and Assumption the Eligible Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.9, 3.10, 3.11 and 10.5; *provided*, with respect to such Section 3.10, that such Lender continues to comply with the requirements of Sections 3.10 and 3.10(e). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (e) of this Section.

(c) Notwithstanding anything in this Section 10.6 to the contrary, a Lender may assign any or all of its rights hereunder to an Affiliate of such Lender or an Approved Fund of such Lender without (a) providing any notice (including, without limitation, any administrative questionnaire) to the Administrative Agent or any other Person or (b) delivering an executed Assignment and Assumption to the Administrative Agent; *provided* that (A) such assigning Lender shall remain solely responsible to the other parties hereto for the performance of its obligations under this Agreement, (B) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such assigning Lender in connection with such assigning Lender's rights and obligations under this Agreement until an Assignment and Assumption and an administrative questionnaire have been delivered to the Administrative Agent, (C) the failure of such assigning Lender to deliver an Assignment and Assumption or administrative questionnaire to the Administrative Agent or any other Person shall not affect the legality, validity or binding effect of such assignment and (D) an Assignment and Assumption between an assigning Lender and its Affiliate or Approved Fund shall be effective as of the date specified in such Assignment and Assumption.

(d) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices in the United States a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of and interest owing with respect to the Term Loans owing to, each Lender pursuant to the terms hereof from time to

time (the "Register"). Subject to the penultimate sentence of this paragraph (d), the entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. In the case of an assignment to an Affiliate of a Lender or an Approved Fund pursuant to paragraph (c), as to which an Assignment and Assumption and an administrative questionnaire are not delivered to the Administrative Agent, the assigning Lender shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register (a "Related Party Register") comparable to the Register on behalf of the Borrower. The Register or Related Party Register shall be available for inspection by the Borrower and any Lender at the Administrative Agent's office at any reasonable time and from time to time upon reasonable prior notice. Except as otherwise provided in paragraph (c) above, upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee's completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b)(iv) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. Except as otherwise provided in paragraph (c) above, no assignment shall be effective for purposes of this Agreement unless and until it has been recorded in the Register (or, in the case of an assignment pursuant to paragraph (c) above, the applicable Related Party Register) as provided in this paragraph (d). The date of such recordation of a transfer shall be referred to herein as the "Assignment Effective Date."

(e) Any Lender may, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Term Loans owing to it); *provided* that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (C) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and (D) no participation shall be permitted to be made to Holdings or any of its Subsidiaries or Affiliates, nor any officer or director of any such Person. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that requires the consent of each Lender directly affected thereby pursuant to the proviso to the second sentence of Section 10.1. Subject to paragraph (f) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.9, 3.10 and 3.11 to the same extent as if it were a Lender (subject to the requirements and obligations of those sections including the documentary requirements in Section 3.10(e)) and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.7(b) as though it were a Lender; *provided* such Participant shall be subject to Section 10.7(a) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower and solely for tax purposes, maintain a register complying with the requirements of

Section 163(f), 871(h) and 881(c)(2) of the Code and the Treasury regulations issued thereunder relating to the exemption from withholding for portfolio interest on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Term Loans or other obligations under this Agreement (the "Participant Register"); *provided*, that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans or its other obligations under this Agreement) except to the extent that the relevant parties, acting reasonably and in good faith, determine that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. Unless otherwise required by the IRS, any disclosure required by the foregoing sentence shall be made by the relevant Lender directly and solely to the IRS. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. The entries in the Participant Register shall be conclusive and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(f) A Participant shall not be entitled to receive any greater payment under Section 3.9, 3.10 or 3.11 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant had no such participation been transferred to such Participant, unless the entitlement to a greater payment results from a change in any Requirement of Law after the date such Participant became a Participant.

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest or to any such sale or securitization; *provided* that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(h) Notwithstanding the foregoing, a Lender may not assign or sell participations in, its rights and obligations under this Agreement to a Disqualified Institution; provided however, (i) the Administrative Agent shall have no duty or obligation for any breach or other violation of this provision by any Lender, any assignee, any participant or any other Person, (ii) no Agent shall have any duty to take any action or to exercise any powers (discretionary or non-discretionary) in connection with any participation having been made to any Disqualified Institution and (iii) no Agent shall have any duty to disclose the fact that a participation has been made to a Disqualified Institution.

10.7 Sharing of Payments; Set-off.

(a) Except to the extent that this Agreement expressly provides for payments to be allocated to a particular Lender, if any Lender (a "Benefited Lender") shall, at any time after the Term Loans and other amounts payable hereunder shall become due and payable

pursuant to Section 8, receive any payment of all or part of the Obligations owing to it, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 8(f), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefited Lender shall purchase for cash from the other Lenders a participating interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; *provided*, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest. Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a director creditor of each Loan Party in the amount of such participation to the extent provided in clause (b) of this Section 10.7.

(b) In addition to any rights and remedies of the Lenders provided by law, subject to Section 9.11, each Lender shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Borrower, and to the extent permitted by applicable law, upon the occurrence of any Event of Default which is continuing, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise), to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower, as the case may be. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such setoff and application made by such Lender; *provided* that the failure to give such notice shall not affect the validity of such setoff and application. Notwithstanding the foregoing, no amount set off from any Loan Party (other than the Borrower) shall be applied to any Excluded Swap Obligations of such Loan Party (other than the Borrower).

(c) Notwithstanding anything to the contrary contained herein, the provisions of this Section 10.7 shall be subject to the express provisions of this Agreement which require or permit differing payments to be made to Non-Defaulting Lenders as opposed to Defaulting Lenders.

10.8 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic mail (in ".pdf" or similar format) shall be effective as delivery of a manually executed counterpart hereof.

10.9 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.10 Integration. This Agreement and the other Loan Documents represent the entire agreement of Holdings, the Borrower, the Agents and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by any Agent or any Lender relative to subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

10.11 **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

10.12 Submission To Jurisdiction; Waivers. Each of the parties hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the courts of the State of New York sitting in the Borough of Manhattan, the courts of the United States for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding shall be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the address set forth in Section 10.2 or on the signature pages hereof, as the case may be, or at such other address of which the Administrative Agent shall have been notified pursuant thereto; and

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

10.13 Acknowledgments. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) each Agent, each Lender and their Affiliates (collectively, solely for purposes of this paragraph, the "Lenders"), may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their affiliates. Each Loan Party agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and such Loan Party, its stockholders or its affiliates, on the other. The Loan Parties acknowledge and agree that (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lenders, on the one hand, and the Loan Parties, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Lender has assumed an advisory or fiduciary responsibility in favor of any Loan Party, its stockholders or its affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise any Loan Party, its stockholders or its Affiliates on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents and (y) each Lender is acting solely as principal and not as the agent or fiduciary of any Loan Party, its management, stockholders, creditors or any other Person. Each Loan Party acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Loan Party agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Loan Party, in connection with such transaction or the process leading thereto; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrower and the Lenders.

10.14 Releases of Guarantees and Liens.

(a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, each of the Administrative Agent and the Collateral Agent is hereby irrevocably authorized by each Secured Party (without requirement of notice to or consent of any Secured Party except as expressly required by Section 10.1) to take any action requested by the Borrower having the effect of releasing any Collateral or guarantee obligations (i) to the extent necessary to permit consummation of any transaction not prohibited by any Loan Document (including, without limitation, (x) the release of any Subsidiary Guarantor from its obligations under the Loan Documents if such Person ceases to be a Restricted Subsidiary as a result of a transaction permitted hereunder, (y) the release from the Collateral of any assets disposed to a Person other than a Loan Party in accordance with this Agreement and (z) the release from the Collateral of any assets of any Person that ceases to be a Subsidiary Guarantor in accordance with this Agreement) or that has been consented to in accordance with Section 10.1; *provided* that no such release shall occur if (x) such Subsidiary Guarantor continues to be a guarantor in respect of any Junior Financing or (y) such Collateral continues to secure any Junior Financing or (ii) under the circumstances described in paragraph (b) below.

(b) At such time as (i) the Term Loans and the other Obligations (other than Unasserted Contingent Obligations shall have been paid in full or Cash Collateralized and (ii) the Commitments have been terminated, the Collateral shall be released from the Liens created by the Security Documents, and the Security Documents and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent, the Collateral Agent and each Loan Party under the Security Documents shall terminate, all without delivery of any instrument or performance of any act by any Person. At such time, the Collateral Agent shall take such actions as are reasonably necessary, at the cost of the Borrower, to effect each release described in this Section 10.14 in accordance with the relevant provisions of the Security Documents.

10.15 Confidentiality. Each Agent and each Lender agrees to keep confidential all non-public information provided to it by any Loan Party pursuant to this Agreement that is designated by such Loan Party as confidential in accordance with its customary procedures; *provided* that nothing herein shall prevent any Agent or any Lender from disclosing any such information (a) to any Agent, any other Lender, any Affiliate of a Lender or any Approved Fund (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) subject to an agreement to comply with confidentiality provisions at least as restrictive as the provisions of this Section, to any actual or prospective Transferee or any direct or indirect counterparty to any Hedge Agreement (or any professional advisor to such counterparty), (c) to its employees, directors, members, partners, agents, attorneys, accountants and other professional advisors or those of any of its affiliates (it being understood that the Person to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (d) upon the request or demand of any Governmental Authority, (e) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (f) if requested or required to do so in connection with any litigation or similar proceeding, (g) that has been publicly disclosed (other than as a result of a disclosure in violation of this Section 10.15), (h) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender, or (i) in connection with the exercise of any remedy hereunder or under any other Loan Document; *provided* that, unless specifically prohibited by applicable law or court order, each Lender shall notify the Borrower of any request by any Governmental Authority or representative thereof (other than any such request in connection with any examination of the financial condition or other routine examination of such Lender by such Governmental Authority) for disclosure of any such non-public information prior to disclosure of such information.

10.16 **WAIVERS OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY**

OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.17 Judgment Currency. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from the Borrower hereunder in the currency expressed to be payable herein (the "specified currency") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures any Lender could purchase the specified currency with such other currency at such Lender's New York office on the Business Day preceding that on which final judgment is given. The obligations of the Borrower in respect of any sum due to any Lender hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by such Lender of any sum adjudged to be so due in such other currency such Lender may in accordance with normal banking procedures purchase the specified currency with such other currency; if the amount of the specified currency so purchased is less than the sum originally due to such Lender in the specified currency, the Borrower agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify the Lender against such loss, and if the amount of the specified currency so purchased exceeds the sum originally due to such Lender in the specified currency, such Lender agrees to remit such excess to the Borrower.

10.18 Patriot Act Notice. Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Loan Parties that pursuant to the requirements of the Patriot Act, it may be required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify such Loan Party in accordance with the Patriot Act.

10.19 Acknowledgment and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effect of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

ALKERMES, INC., as Borrower

By: _____
Name:
Title:

ALKERMES US HOLDINGS, INC. as Holdco

By: _____
Name:
Title:

SIGNED AND DELIVERED for and on behalf of and as the deed of **ALKERMES PLC** by its lawfully appointed attorney [***INSERT NAME OF ATTORNEY***], acting pursuant to a Power of Attorney dated [ ]:

Signature of Witness:_____

Name of Witness:

Address of Witness:

Occupation of Witness:

SIGNED AND DELIVERED for and on behalf of and as the deed of **ALKERMES PHARMA IRELAND LIMITED** by its lawfully appointed attorney [***INSERT NAME OF ATTORNEY***], acting pursuant to a Power of Attorney dated [ ]:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

~~MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent~~

~~By:~~ _____
~~Name:~~
~~Title:~~

~~MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent~~

~~By:~~ _____
~~Name:~~
~~Title:~~

~~MORGAN STANLEY SENIOR FUNDING, INC., as co-Syndication Agent~~

~~By:~~ _____
~~Name:~~
~~Title:~~

~~Citigroup Global Markets, Inc., as co-Syndication Agent~~

~~By:~~ _____

~~Name:~~

~~Title:~~

~~J.P. Morgan Securities LLC, as co-Syndication Agent~~

~~By:~~ _____

~~Name:~~

~~Title:~~

~~LENDER:~~

~~MORGAN STANLEY SENIOR FUNDING, INC.,~~
~~as a Term Lender~~

~~By:~~ _____
~~Name:~~
~~Title:]~~[1]

~~1~~ ~~Signing TBD~~

LENDER ADDENDUM (CASHLESS ROLL)

[Attached on the Following Pages]

Lender Addenda (Cashless Roll) on on file with the Administrative Agent

LENDER ADDENDUM (ADDITIONAL TERM LENDER)

[Attached on the Following Pages]

LENDER ADDENDUM (ADDITIONAL TERM LENDER)

The undersigned Additional Term Lender hereby irrevocably and unconditionally agrees (A) to the terms of the Amendment and the Amended Credit Agreement, (B) on the terms and subject to the conditions set forth in the Amendment and the Amended Credit Agreement, to make and fund 2023 Term Loans on the Fifth Amendment Effective Date in the amount of such Additional Term Lender's 2023 Term Loan Commitment and (C) that on the Fifth Amendment Effective Date it is subject to, and bound by, the terms and conditions of the Amended Credit Agreement and other Loan Documents as a Lender thereunder.

MORGAN STANLEY SENIOR FUNDING, INC.

By: /s/ Michael Guttilla
Name: Michael Guttilla
Title: Authorized Signatory

Exhibit 31.1

CERTIFICATIONS

I, Richard F. Pops, certify that:

1 I have reviewed this quarterly report on Form 10-Q of Alkermes plc;

2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4 The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5 The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Richard F. Pops
Chairman and Chief Executive Officer
(Principal Executive Officer)

Date: April 26, 2018

Exhibit 31.2

CERTIFICATIONS

I, James M. Frates, certify that:

1 I have reviewed this quarterly report on Form 10-Q of Alkermes plc;

2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4 The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5 The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ James M. Frates
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

Date: April 26, 2018

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Alkermes plc (the "Company") for the period ended March 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, Richard F. Pops, Chairman and Chief Executive Officer of the Company, and James M. Frates, Senior Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to our knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Richard F. Pops
Richard F. Pops
Chairman and Chief Executive Officer
(Principal Executive Officer)

By: /s/ James M. Frates
James M. Frates
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

Date: April 26, 2018