

EXHIBIT "A"

Part 2

arbitration, each party shall submit the name of a real estate broker having at least five (5) years experience in the office leasing business in Marlborough, Massachusetts. Within fifteen (15) days after selection of the second broker, the two (2) brokers so selected shall select a third real estate broker with the same qualifications, and whose firm is not then employed as a leasing broker or management agent by either party or any of their respective affiliates. Each party shall have the right to submit its position regarding the matter in dispute to the selected arbitrators, and the three (3) brokers shall determine the amount of such abatement within fifteen (15) days after the appointment of the third broker. The amount of the abatement shall be equal to the arithmetic average of such three determinations; provided, however, that if any such broker's determination deviates more than five percent (5%) from the median of such determinations, the abatement shall be an amount equal to the average of the two (2) closest determinations. Landlord shall pay the costs and fees of Landlord's broker in connection with any determination hereunder, and Tenant shall pay the costs and fees of Tenant's broker in connection with such determination. The cost and fees of the third broker shall be paid one-half by Landlord and one-half by Tenant.

c) **Award.** In the event of a condemnation affecting Tenant, Tenant waives all claims against Landlord and agrees that its claim against the condemnor shall be limited to such expenses as may be provided tenants by law arising out of Tenant's loss of leasehold improvements installed by Tenant, trade fixtures and personalty, for removal expenses and moving expenses, loss of business and any other claims Tenant may have which shall not diminish the award to Landlord. Except as aforesaid, Tenant hereby waives all claims against Landlord and against the condemnor, and Tenant hereby assigns to Landlord all claims against the condemnor including, without limitation, all claims for leasehold damages and diminution in value of Tenant's leasehold interest.

19. **Quiet Enjoyment.** Tenant, upon paying the Fixed Basic Rent, Additional Rent and other charges herein required to be paid by Tenant hereunder and observing and keeping all covenants, agreements and conditions of this Lease on Tenant's part to be kept, shall quietly have and enjoy the Property during the Term without hindrance or molestation by anyone claiming by or through Landlord, subject, however, to the exceptions, reservations and conditions of this Lease.

20. **Intentionally Deleted.**

21. **Assignment and Sublease.** Tenant may assign or sublease the within Lease to any party subject to the following:

a) In the event that any or all of Tenant's interest in the Property and/or this Lease is transferred by operation of law to any trustee, receiver, or other representative or agent of Tenant, or to Tenant as a debtor in possession, and subsequently any or all of Tenant's interest in the Property and/or this Lease is offered or to be offered by Tenant or any trustee, receiver, or other representative or agent of Tenant as to its estate or property (such person, firm or entity being hereinafter referred to as the "Grantor"), for assignment, conveyance, lease, or other disposition to a person, firm or entity other than Landlord or

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Tenant (each such transaction being hereinafter referred to as a "Disposition"), it is agreed that Landlord has and shall have a right of first refusal to purchase, take, or otherwise acquire, the same upon the same terms and conditions as the Grantor thereof shall accept upon such Disposition to such other person, firm, or entity; and as to each such Disposition the Grantor shall give written notice to Landlord in reasonable detail of all of the terms and conditions of such Disposition within twenty (20) days next following its determination to accept the same but prior to accepting the same, and Grantor shall not make the Disposition until and unless Landlord has failed or refused to accept such right of first refusal as to the Disposition, as set forth herein. Landlord shall have thirty (30) days next following its receipt of the written notice as to such Disposition in which to exercise the option to acquire Tenant's interest by such Disposition, and the exercise of the option by Landlord shall be effected by notice to that effect sent to the Grantor; but nothing herein shall require Landlord to accept a particular Disposition or any Disposition, nor does the rejection of any one such offer of first refusal constitute a waiver or release of the obligation of the Grantor to submit other offers hereunder to Landlord. In the event Landlord accept such offer of first refusal, the transaction shall be consummated pursuant to the terms and conditions of the Disposition described in the notice to Landlord. In the event Landlord rejects such offer of first refusal, Grantor may consummate the Disposition with such other person, firm, or entity; but any decrease in price of more than two percent (2%) of the price sought from Landlord or any change in the terms of payment for such Disposition shall constitute a new transaction requiring a further option of first refusal to be given to Landlord hereunder.

b) Without limiting any of the provisions of this Section 21, if pursuant to the Federal Bankruptcy Code (herein referred to as the "Code"), or any similar law hereafter enacted having the same general purpose, Tenant is permitted to assign this Lease notwithstanding the restrictions contained in this Lease, adequate assurance of future performance by an assignee expressly permitted under such Code shall be deemed to mean the deposit of cash security in an amount equal to the sum of one year's Fixed Basic Rent plus an amount equal to the Additional Rent for the calendar year preceding the year in which such assignment is intended to become effective, which deposit shall be held by Landlord for the balance of the Term, without interest, as security for the full performance of all of Tenant's obligations under this Lease, to be held and applied in the manner specified for any security deposit required hereunder.

c) Except as specifically set forth above, the Property or Tenant's interest in this Lease may be fully transferred or assigned by any other person or entity, whether by assignment, mortgage, sublease, transfer, operation of law or act of the Tenant. Landlord agrees to execute and deliver a Landlord Estoppel and Waiver substantially in the form of Exhibit F attached hereto and made a part hereof upon the written request of Tenant.

d) The Tenant and any assignee shall promptly pay to Landlord the one half of the net profit received from such subleasing or assignment. Net profit will be calculated after deducting the Tenant's direct costs of implementing the sublease or assignment. Notwithstanding the foregoing, Tenant shall not be obligated to pay to Landlord any such net profit in the event of an assignment or sublet to a corporation into or with which Tenant is merged or consolidated or to which all or substantially all of Tenant's assets are

transferred or to any corporation which controls or is controlled by Tenant or is under common control with Tenant.

e) In no event shall any assignment or sublease, whether made with or without Landlord's consent, release Tenant from its obligations hereunder. Furthermore, the acceptance by the Landlord of any rent from the assignee or from any of the subtenants or the failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not release the Tenant herein, nor any assignee assuming this Lease, from any and all of the obligations herein during and for the entire Term of this Lease.

22. Intentionally Deleted.

23. Subordination. This Lease and Tenant's rights hereunder shall be subject and subordinate at all times in lien and priority to any first mortgage or other primary encumbrance now or hereafter placed upon or affecting the Property, and to all renewals, modifications, consolidations and extensions thereof, without the necessity of any further instrument or act on the part of Tenant, provided, however, that any holder of such lien or mortgage agrees with Tenant in writing not to disturb the use and occupancy of the Property in accordance with the terms of this Lease upon any foreclosure. Tenant shall execute and deliver within fifteen (15) days of request any further instrument or instruments (in commercially reasonable form) confirming the subordination of this Lease to the lien of any such first mortgage and any further instrument or instruments of attornment that may be desired by any such mortgagee or Landlord and Landlord hereby releases Tenant from liability for any attornment made in accordance with the terms of such agreement. Notwithstanding the foregoing, any mortgagee may at any time subordinate its mortgage to this Lease, without Tenant's consent, by giving notice in writing to Tenant and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution and delivery. In that event such mortgagee shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution and delivery of the mortgage and had been assigned to such mortgagee. Landlord agrees that it will use best efforts to obtain and deliver to Tenant a non-disturbance agreement from Firstrust in a commercially reasonable form.

24. Curing Tenant's Defaults. Upon the occurrence of an Event of Default, Landlord may, without any obligation to do so and in addition to any other rights it may have in law or equity, elect to cure such an Event of Default on behalf of Tenant after written notice (except in the case of emergency) to Tenant. Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred by Landlord in curing such an Event of Default, including interest thereon from the respective dates of Landlord's making the payments and incurring such costs, which sums and costs together with interest thereon shall be deemed Additional Rent payable within ten (10) days of demand.

25. Surrender.

a) At the expiration or earlier termination of the Term Tenant shall promptly yield up the Property and all improvements, alterations and additions thereto required to be removed pursuant to the terms of Section 12, and all fixtures and equipment servicing the Property in a condition which is clean of garbage and debris and broom clean and in the same condition, order and repair in which they are required to be kept throughout the Term, ordinary wear and tear and damage by fire, casualty and/or condemnation excepted.

b) If Tenant, or any person claiming through Tenant, continues to occupy the Property after the expiration or earlier termination of the Term or any renewal thereof without prior written consent of Landlord, the tenancy under this Lease shall become a month to month lease terminable by either party on thirty (30) days prior notice, under the same terms and conditions set forth in this Lease; except, however, that the Fixed Basic Rent during such continued occupancy shall be 125% of the amount set forth in subsection 6(a). Anything to the contrary notwithstanding, any holding over by Tenant without Landlord's prior written consent shall constitute an Event of Default hereunder and shall be subject to all the remedies set forth in subsection 26(b) hereof.

26. Defaults-Remedies.

a) **Defaults.** It shall be an "Event of Default" under this Lease if any one or more of the following events occurs:

i) Tenant fails to pay in full, any and all installments of Fixed Basic Rent or Additional Rent or any other charges or payments due and payable under this Lease whether or not herein included as rent within ten (10) days after receipt of notice from Landlord;

ii) Tenant violates or fails to perform or otherwise fails to pursue a cure of a breach of any agreement, term, covenant or condition contained in this Lease within thirty (30) days after receipt of written notice from Landlord, unless such condition is not reasonably susceptible to cure within such thirty (30) day period and Tenant has commenced within such thirty (30) day period and thereafter diligently pursues curing such condition to completion;

iii) Tenant becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or if a petition in bankruptcy or for reorganization or for an arrangement with creditors under any federal or state law is filed by or against Tenant, or a bill in equity or other proceeding for the appointment of a receiver or similar official for any of Tenant's assets is commenced, or if any of the real or personal property of Tenant shall be levied upon by any sheriff, marshal or constable; provided, however, that any proceeding brought by anyone other than the parties to this Lease under any bankruptcy, reorganization arrangement, insolvency, readjustment, receivership or similar law shall

not constitute an Event of Default until such proceeding, decree, judgment or order has continued unstayed for more than sixty (60) consecutive days.

b) **Remedies.** Upon the occurrence of an Event of Default under this Lease, Landlord shall have all of the following rights:

i) Landlord may charge a late payment charge of two (2%) percent of any amount owed to Landlord pursuant to this Lease which is not paid within Ten (10) days of the due date which is set forth in the Lease or, if a due date is not specified in this Lease, within thirty (30) days of the mailing of a bill therefor by Landlord. If Landlord incurs a late charge in connection with any payment which Tenant has failed to make within the times required in this Lease, Tenant shall pay Landlord, in addition to such payment due, the full amount of such late charge incurred by Landlord. Nothing in this Lease shall be construed as waiving any rights of Landlord arising out of any Event of Default of Tenant, by reason of Landlord's imposing any such late charge(s) and/or interest; the right to impose such late charge(s) and/or interest is separate and apart from any rights relating to remedies of Landlord after Event of Default by Tenant including, without limitation, the rights and remedies of Landlord provided herein.

ii) Landlord may accelerate the whole or any part of the Fixed Basic Rent for the entire unexpired balance of the Term of this Lease, discounted to present value at the Prime Rate (as defined in Section 40(f)), and any amounts so accelerated shall, in addition to any and all installments of Rent already due and payable and in arrears and any other charge or payment herein reserved, included or agreed to be treated or collected as Rent be deemed due and payable as if, by the terms and provisions of this Lease, such accelerated Rent and other charges, payments, costs and expenses were on that date payable in advance.

iii) Landlord may re-enter the Property and, at the option of Landlord, remove all persons and all or any property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law, without being liable for prosecution or damages therefor except the gross negligence of Landlord, its agents or employees, and Landlord may repossess and enjoy the Property. Upon recovering possession of the Property by reason of or based upon or arising out of an Event of Default on the part of Tenant, Landlord may, at Landlord's option, either terminate this Lease or make such alterations and repairs as may be necessary in order to relet the Property and may relet the Property or any part or parts thereof, either in Landlord's name or otherwise, for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease and at such rent or rents and upon such other terms and conditions as in Landlord's reasonable discretion may seem advisable and to such person or persons as may in Landlord's discretion seem best; upon each such reletting all rents received by Landlord from such reletting shall be applied as follows: first, to the payment of any costs and expenses of such reletting, including all costs of alterations and repairs; second, to the payment of any indebtedness other than Rent; third, to the payment of Rent, due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in

payment of future Rent as it may become due and payable hereunder. If rentals received from reletting during any month are less than that to be paid during that month by Tenant, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Property or the making of alterations or improvements thereto or the reletting thereof shall be construed as an election on the part of Landlord to terminate this Lease unless written notice of termination is given to Tenant. Landlord shall in no event be liable in any way whatsoever for failure to relet the Property or, in the event that the Property or any part or parts thereof are relet, for failure to collect the rent thereof under such reletting. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

iv) Landlord may terminate this Lease and the Term without any right on the part of Tenant to waive the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken. Upon such termination, Landlord shall be entitled to recover, in addition to any and all sums owed to Landlord for periods of time prior to such termination, as liquidated and agreed to damages, the Fixed Annual Rent which would be payable under this Lease by Tenant in the absence of such termination, less the net proceeds, if any, of any reletting effected for the account of Tenant, after deducting from such proceeds all of Landlord's reasonable expenses actually incurred in connection with such reletting. Tenant shall pay such liquidated damages on the days on which the Fixed Annual Rent would have been payable under this Lease in the absence of such termination, and Landlord shall be entitled to recover the same from Tenant on each such day.

c) **Landlord's duty to mitigate.** In the event of any termination of this lease or repossession of the Property or any part thereof by reason of an occurrence of an Event of Default, Landlord agrees to use its best efforts to relet the Property in order to mitigate the damages which will otherwise be incurred by Tenant.

d) **Waiver of Jury Trial.** IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT (A) THEY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER-CLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OF OCCUPANCY OF THE PROPERTY, OR LANDLORD'S OR TENANT'S CLAIM OF INJURY OR DAMAGE, AND (B) IN ANY ACTION AGAINST THE OTHER, THE LEGAL FEES OF THE PREVAILING PARTY WILL BE PAID BY THE OTHER PARTY TO THE ACTION.

e) **Non-Waiver.** No waiver by Landlord of any breach by Tenant of any of Tenant's obligations, agreements or covenants herein shall be a waiver of any subsequent breach or of any other obligation, agreement or covenant, nor shall any forbearance by Landlord to seek a remedy for any Event of Default by Tenant be a waiver

by Landlord of any rights and remedies with respect to such or any subsequent Event of Default.

f) **Rights and Remedies Cumulative.** No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

27. **Landlord's Defaults and Tenant's Remedies.** It shall constitute a default hereunder if Landlord fails to keep, observe or perform any of its obligations to be kept, observed or performed under this Lease within thirty (30) days after Landlord's receipt of notice of nonperformance from Tenant; provided, however, that if the subject breach is not susceptible to cure within thirty (30) days, then within such additional time, if any, as is reasonably necessary to effectuate such cure, so long as Landlord has commenced such cure and diligently pursues same to completion; and provided further, that in the event of a breach constituting an emergency, Tenant may notify Landlord by telephone or facsimile, notwithstanding the provisions of Section 32 hereof, and be permitted to cure such breach immediately if Landlord fails to do so. If Landlord fails to cure such default within such thirty (30) day period, then Tenant may elect (but shall not be obligated), in addition to any and all other rights and remedies available to Tenant hereunder or at law or in equity, to cure such default on behalf of Landlord. In such event, following the presentation to Landlord of reasonable evidence that Tenant has expended sums to cure such default, Tenant shall be permitted to deduct reasonable expended sums, together with interest at the Default Rate (as defined in Section 41(f)) from the installments of Rent next becoming due under this Lease.

28. **Ownership, Encumbrances, Compliance with Laws, and Environmental Disclosures.** Landlord represents and warrants to and agrees with Tenant as follows:

a) Landlord is the fee simple owner of the Property, and Landlord has good and marketable title thereto.

b) The Property is currently zoned under all applicable Laws to permit the use and occupancy thereof for office use, and Landlord is unaware of any facts or circumstances that could or would cause any licenses or permits which may be required for Tenant's use and occupancy of the Property as an office either not to be granted, or, if granted, to not be continued in effect or renewed.

c) All requisite actions necessary to authorize Landlord to execute and deliver the Lease and perform its obligations hereunder have been taken.

d) Except as disclosed in the Phase I – Environmental Site Assessment Report of Koehler Manufacturing Company dated June 1998, prepared by Oxford Engineers & Consultants, Inc. and previously provided to Tenant, to Landlord's knowledge there are no Hazardous Substances in, under or about the Property.

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29. Hazardous Substances.

a) Landlord and Tenant shall not cause or allow the generation, treatment, storage or disposal of Hazardous Substances on or near the Property except for cleaning fluids and office supplies used in the ordinary course of Landlord's and Tenant's businesses at the Property. "Hazardous Substances" shall mean (i) any hazardous substance as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., as amended, (ii) any hazardous waste or hazardous substance as those terms are defined in any local, state or Federal law, regulation or ordinance applicable to the Property, or (iii) petroleum including crude oil or any fraction thereof. In the event Landlord or Tenant uses any Hazardous Substances, Landlord or Tenant shall dispose of such substances in accordance with all applicable Federal, state and local laws, regulations and ordinances.

b) Landlord and Tenant agree to indemnify, defend and hold harmless the other, its employees, agents, successors, and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorneys' and other fees, arising out of or in any way connected to the generation, treatment, storage or disposal of Hazardous Substances by the indemnifying party, its employees, agents, contractors, or invitees, on or near the Property. Such duty of indemnification shall include, but not be limited to damage, liability, or loss pursuant to all Federal, state and local environmental laws, rules and ordinances, strict liability and common law.

c) Landlord and Tenant agree to notify each other immediately of any disposal of Hazardous Substances at the Property of which they have knowledge, of any discovery of Hazardous Substances at the Property by such party or of which such party has knowledge, or of any notice by a governmental authority or private party alleging or suggesting that a disposal of Hazardous Substances on or near the Property may have occurred received by each party. Furthermore, Landlord and Tenant agree to provide the other with full and complete access to any documents or information in its possession or control relevant to the question of the generation, treatment, storage, or disposal of Hazardous Substances on or near the Property.

30. Recording. Tenant shall be entitled, at Tenant's sole cost and expense, to record a memorandum of this Lease in the public records of Middlesex County, Massachusetts.

31. Brokers' Commission. Landlord and Tenant represent and warrant to the other that the Brokers (as defined in the Preamble) are the sole brokers with whom they have negotiated in bringing about this Lease and each agrees to indemnify and hold the other and its mortgagee(s) harmless from any and all claims of other brokers and expenses in connection therewith arising out of or in connection with the negotiation of or the entering into this Lease by Landlord and Tenant. It shall be Landlord's obligation to pay the Brokers' commissions pursuant to the terms of a separate agreement.

32. **Notices.** All notices, demands, requests, consents, certificates, and waivers required or permitted hereunder from either party to the other shall be in writing and sent by United States certified mail, return receipt requested, postage prepaid, or by recognized overnight courier, addressed as follows:

If to Tenant:

To the address set forth in the caption hereof, Attention:
Ted S. Lodge, Senior Vice President, Chief Administrative Officer and
General Counsel

With a copy to Robert N. Verdecchio, Senior Vice President & Chief
Financial Officer

If to Landlord:

Felton Street Associates Limited Partnership
c/o O'Neill Properties Group, L.P.
1101 West Dekalb Pike, Suite 200
Wayne, Pennsylvania 19087
Attn: President

with a copy to:

Kevin W. Walsh, Esquire
Adelman Lavine Gold and Levin
1101 West DeKalb Pike, Suite 201
Wayne, PA 19087

Either party may at any time, in the manner set forth for giving notices to the other, specify a different address to which notices to it shall thereafter be sent.

33. **Submission not an Option.** The submission of this document for examination does not constitute an option or offer to lease the Property. This document shall have no binding effect on the parties unless executed by Landlord and Tenant and a fully executed copy is delivered to both Landlord and Tenant.

34. **Inability to Perform.** If either party shall be delayed or hindered in or prevented from the performance of any act required hereunder (excluding completion of the Building and the Property as required in the Work Letter) by reason of strikes, lock-outs, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature not the fault of the party delayed, then performance of such act shall be excused for the period of the delay. The provisions of this Section shall not operate or excuse Tenant from the prompt payment of Rent.

35. **Survival.** Notwithstanding anything to the contrary contained in this Lease, the expiration of the Term of this Lease, whether by lapse of time or otherwise, shall not relieve Landlord or Tenant from its obligations accruing prior to the expiration of the Term.

36. **Corporate Tenants.** Tenant hereby covenant(s) and warrant(s) that: Tenant is a duly formed corporation qualified to do business in the state in which the Property is located; Tenant will remain qualified to do business in said state throughout the Term and any renewals thereof; and such persons are duly authorized by such corporation to execute and deliver this Lease on behalf of the corporation.

37. **Waiver of Invalidity of Lease.** Each party agrees that it will not raise or assert as a defense to any obligation under the Lease or this or make any claim that the Lease is invalid or unenforceable due to any failure of this document to comply with ministerial requirements including, without limitation, requirements for corporate seals, attestations, witnesses, notarizations or other similar requirements and each party hereby waives the right to assert any such defenses or make any claim of invalidity or unenforceability due to any of the foregoing.

38. **Security Deposit.** As additional security for the full and prompt performance by Tenant of the terms and covenants of this Lease, to furnish Landlord with an unconditional, irrevocable "clean" letter of credit in favor of Landlord in the amount of the Security Deposit, as set forth in the Preamble, (the "Letter of Credit"). The Letter of Credit must (i) be issued by a United States bank satisfactory to Landlord and otherwise in form satisfactory to Landlord, (ii) have an expiratory date no earlier than twelve months from the date of the Letter of Credit and contain an "evergreen" provision providing for the automatic renewal of the Letter of Credit unless the issuing bank gives Landlord written notice of non-renewal at least sixty (60) days prior to the then current expiration date, and (iii) permit a drawing thereunder by any assignee of Landlord. If Tenant delivers a Letter of Credit to Landlord and thereafter the issuer thereof gives Landlord notice of non-renewal and Tenant does not provide a replacement Letter of Credit complying with the requirements of this paragraph to Landlord no later than thirty (30) days prior to the stated expiration date of the current Letter of Credit, Landlord may draw upon the Letter of Credit and thereafter hold the proceeds thereof as a cash security deposit pursuant to this Section 38. In all other events the Letter of Credit shall be treated in the same manner as a cash security deposit. Without limiting the generality of the preceding sentence, upon the occurrence of an Event of Default by Tenant, Landlord may draw upon the Letter of Credit and apply the proceeds thereof as if such proceeds were originally deposited with Landlord as a cash security deposit. The Letter of Credit shall not constitute rent for any month (unless so applied by Landlord on account of an Event of Default hereunder). Tenant shall, upon demand, restore any portion of the Letter of Credit which may be drawn and applied by Landlord to cure any Event of Default by Tenant hereunder. To the extent that Landlord has not drawn on the Letter of Credit on account of an Event of Default, the Letter of Credit, or such remaining portion thereof, shall be returned to Tenant promptly following the expiration or sooner termination of this Lease.

39. **Tenant Estoppel Certificate.** Tenant shall from time to time, but not more than twice in any twelve (12) month period, within fifteen (15) days after Landlord's request or that of any mortgagee of Landlord, execute, acknowledge and deliver to Landlord a written instrument, substantially in the form attached hereto as Exhibit C (a "Tenant Estoppel Certificate"). Any certification delivered pursuant to the provisions of this Article shall be intended to be relied upon by Landlord and any mortgagee or prospective mortgagee or purchaser of the Property or of any interest therein.

40. **Intentionally Deleted.**

41. **Miscellaneous.**

a) **Entire Agreement.** This Lease represents the entire agreement between the parties hereto with respect to the Property and there are no collateral or oral agreements or understandings between Landlord and Tenant with respect to the Property. No rights, easements or licenses are acquired in the Property or any land adjacent to the Property by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease.

b) **Modification.** This Lease shall not be modified in any manner except by an instrument in writing executed by both parties.

c) **Interpretation.** The masculine (or neuter) pronoun, singular number, shall include the masculine, feminine and neuter genders and the singular and plural number.

d) **Exhibits.** Each writing or plan referred to herein as being attached as an Exhibit or otherwise designated herein as an Exhibit hereto is hereby made a part hereof.

e) **Captions and Headings.** The captions and headings of sections, subsections and the table of contents herein are for convenience only and are not intended to indicate all of the subject matter in the text and they shall not be deemed to limit, construe, affect or alter the meaning of any provisions of this Lease and are not to be used in interpreting this Lease or for any other purpose in the event of any controversy.

f) **Interest.** Wherever interest is required to be paid hereunder, such interest shall be at the prime rate of interest published in the Wall Street Journal (the "Prime Rate") plus two (2%) percent (the "Default Rate").

g) **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 unenforceable, the remainder of this Lease, or the application of such term or provision to persons or

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

h) **Joint and Several Liability.** If two or more individuals, corporations, partnerships or other persons (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other persons to pay the Rent and perform all other obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other persons shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other legal entity, the members of which are, by virtue of any applicable law or regulation, subject to personal liability, the liability of each such member shall be joint and several.

i) **No Representations by Landlord.** Landlord and Landlord's agents have made no representations, agreements, conditions, warranties, understandings or promises, either oral or written, other than as expressly set forth herein, with respect to this Lease and/or the Property.

j) **Relationship of Parties.** This Lease shall not create any relationship between the parties other than that of Landlord and Tenant.

k) **Choice of Law.** The terms of this Lease shall be construed under the laws of the Commonwealth of Massachusetts, and that exclusive jurisdiction and venue shall be in the Federal District Court for the District of Massachusetts or the Superior or District Court of the County in which the Property is located.

42. Additional Definitions.

a) "Date of this Lease" or "date of this Lease" shall mean the date of acceptance of this Lease by the Landlord, following execution and delivery thereof to Landlord by Tenant and that date shall be inserted in the space provided in the Preamble.

b) "Landlord" as used herein includes the Landlord named above as well as its successors and assigns, each of whom shall have the same rights, remedies, powers, authorities and privileges as he would have had he originally signed this Lease as Landlord. Any such person, whether or not named herein, shall have no liability hereunder after ceasing to hold title to the Property for acts or occurrences arising after the date of such transfer. Neither Landlord nor any principal of Landlord nor any owner of the Property, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this Lease or the Property, and if Landlord is in breach or default with respect to Landlord's obligations under this Lease or otherwise, Tenant shall look solely to the equity of Landlord in the Property and the proceeds therefrom for the satisfaction of Tenant's remedies.

c) "Tenant" as used herein includes the Tenant named above as well as its heirs, successors and assigns, each of which shall be under the same obligations, liabilities and disabilities and each of which shall have the same rights, privileges and powers as it would have possessed had it originally signed this Lease as Tenant. Each and every person named above as Tenant shall be bound formally and severally by the terms, covenants and agreements contained herein. However, no such rights, privileges or powers shall inure to the benefit of any assignee of Tenant, immediate or remote, unless the assignment to such assignee is permitted or has been approved by Landlord in accordance with the terms of this Lease. Any notice required or permitted by the terms of this Lease may be given by any one of the persons named above as Tenant, and shall have the same force and effect as if given by all of them.

d) "Mortgage" and as used herein includes any lien or encumbrance on the Property or on any part of or interest in or appurtenance to any of the foregoing, including without limitation any ground rent or ground lease if Landlord's interest is or becomes a leasehold estate. The word "Mortgagee" is used herein to include the holder of any Mortgage. Wherever any right is given to a Mortgagee, that right may be exercised on behalf of such Mortgagee by any representative or servicing agent of such Mortgagee.

e) "Person" as used herein includes a natural person, a partnership, a corporation, an association, and any other form of business association or entity.

f) "Rent" as used herein shall mean all Fixed Basic Rent and Additional Rent reserved under this Lease.

43. Purchase Option. Tenant shall have the option, exercisable on or before October 31, 2000, to purchase the Property from Landlord for the applicable purchase price indicated on Exhibit G, such purchase to close on or before November 30, 2000. Landlord shall give Tenant free access to any materials in its possession regarding the Property to enable Tenant to determine whether to exercise such purchase option, including books, records, rent rolls, title, survey, certificates of occupancy, survey, Phase I and Phase II environmental site assessments, and approved site plan. If Tenant exercises its purchase option, the parties will negotiate and execute a commercially reasonable agreement of sale incorporating the terms set forth in this paragraph. If the Property is conveyed to Tenant pursuant to this Section 43, any prepaid Rent shall be apportioned as of the date of closing on its purchase and applied on account of the purchase price.

44. Right of First Offer. (a) If, during the Term or any renewal or extension hereof, Landlord intends to offer to sell the Property, or any portion thereof, to any third party, then Landlord shall first offer to sell the Property, or the portion it intends to offer for sale, to Tenant on terms and conditions no less favorable than those offered to third parties. This right of first offer shall not apply to any transfer of the Property to an affiliate of Landlord, or to a mortgagee through foreclosure or deed in lieu of foreclosure,

and shall not be triggered by any mortgage, debt or equity financing or refinancing of the Property, or by any transaction between Landlord and any entity into or with which Landlord is merged or consolidated, or transactions with any entity which controls or is controlled by Landlord or is under common control with Landlord. If Landlord intends to offer to sell the Property as aforesaid, Landlord shall give written notice to Tenant specifying the terms and conditions of the proposed sale, including (i) the purchase price, (ii) any financing offered by Landlord, (iii) any financing which is to be assumed or taken subject to by the purchaser, and (iv) the maximum period between execution of an agreement of sale and settlement thereunder, which period shall not be less than ninety (90) days. Tenant shall accept the offered terms and conditions, if at all, by giving written notice to Landlord to that effect within thirty (30) days after Tenant's receipt of Landlord's proposed terms and conditions.

(b) In the event Tenant does not accept the offer as set forth in Subsection 43(a) above, Landlord shall be entitled to negotiate and enter into an agreement of sale for the sale of the Property or portion thereof to any third party at any time within one hundred and eighty (180) days from the date of Landlord's notice to Tenant. In the event, Landlord fails to enter into such an agreement within such period, Landlord shall again be required to comply with the terms of subsection 43(a) above.

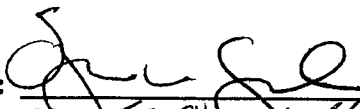
IN WITNESS WHEREOF, and in consideration of the mutual entry into this Lease and for other good and valuable consideration, and intending to be legally bound, each party hereto has caused this agreement to be duly executed.

Landlord:

Date Signed: 2/25/00

**FELTON STREET ASSOCIATES LIMITED
PARTNERSHIP**

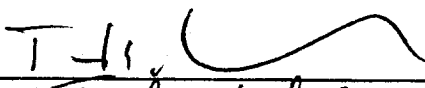
**By: FELTON STREET ASSOCIATES, L.L.C.,
its general partner**

By: 
Name: STEPHEN M. STADER
Title: Vice President

Tenant:

Date Signed: 2/25/00

PEGASUS SATELLITE TELEVISION, INC.

By: 
Name: T. H. Lodge
Title: SVP