Exhibit 10.28

LEASE AGREEMENT

LANDLORD: BerCar II, LLC, a Massachusetts Limited Liability Company

TENANT: Brooks-PRI Automation, Inc., a Delaware corporation

PREMISES: 12 Elizabeth Drive

Chelmsford, Massachusetts

DATE: October 23, 2002

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LEASE dated October 23, 2002 (the "Lease"), between BerCar II, LLC, a

Massachusetts limited liability company (hereinafter referred to as "Landlord")

and Brooks-PRI Automation, Inc., a Delaware corporation (hereinafter referred

to as "Tenant").

ARTICLE 1. Demised Premises and Term

1.1 Demised Premises and Term: In consideration of the rents reserved

herein and in consideration of the agreements and conditions herein contained

on the part of Tenant to be performed and observed, Landlord does hereby demise

and lease to Tenant, and Tenant does hereby hire from Landlord, the premises

described in Schedule A of this Lease (hereinafter referred to as "demised

premises"), for the original term of twelve (12) years commencing upon October

1, 2002 (the "Rent Day") and expiring upon September 30, 2014 (the "Original

Term").

1.2 Existing Lease: Tenant acknowledges that approximately 34,000 square

feet of floor area within the building comprising a portion of the demised

premises is presently leased to Hittite Microwave Corporation by lease dated

July 6, 1999, as amended by Amendment A dated as of August 15, 1999 (the

"Existing Lease"). Contemporaneously with Landlord's execution of this Lease,

Landlord shall execute and deliver to Tenant an assignment of Landlord's

interest in the Existing Lease with an effective date as of the Rent Day, and

Tenant shall assume the obligations of Landlord under the Existing Lease with

an effective date as of the Rent Day by entering into an assignment and

assumption agreement in the form of Exhibit A attached. The form of tenant

estoppel certificate to be delivered by the tenant under the Existing Lease

is attached as Exhibit B.

1.3 Condition of the Premises/Maintenance: Tenant acknowledges that it has

inspected the demised premises, and it is understood and agreed that Tenant will

accept the demised premises in their existing physical condition, and Landlord

shall be under no obligation to make any repairs, alterations or improvements to

the demised premises prior to or at the commencement of the term hereof or at

any time thereafter, except as herein specifically provided otherwise. Tenant

shall perform, at its own cost and expense, any work required to prepare the

demised premises for Tenant's occupancy.

1.4 Early Occupancy: During the time period commencing upon the execution

and delivery of this Lease, and ending upon the commencement of the term of

this Lease (the "Early Occupancy Period"), Tenant shall comply with all of the

provisions of this Lease as if said period were part of the term of this Lease,

except that no rent shall be payable for said period. Tenant shall have full

access, use and occupancy of the demised premises during the Early Occupancy

Period under the terms of the Lease.

1.5 Extension Option:

1.5.1 First Extension Term: Tenant shall have the right, at its election,

to extend the Original Term of this Lease for an additional period of ten (10)

years commencing upon October 1, 2014 and expiring upon September 30, 2004 (the

"First Extension Term"). Tenant shall exercise its option to extend the term for

the First Extension Term by giving Landlord written notice of its election no

earlier than April 1, 2013, and no later than the later to occur of either (a)

September 20, 2013, or (b) the date which is ten (10) business days after the

receipt by Tenant of

a written reminder notice from Landlord to Tenant (the "First Option Reminder

Notice") which expressly (i) refers to the option to extend the term for the

First Extension Term, and (ii) states that the option to extend the term for

the First Extension Term shall expire on the later of September 30, 2013 or ten

(10) business days after the date of receipt of the First Option Reminder

Notice. The First Option Reminder Notice shall be delivered no earlier than

April 1, 2013.

1.5.2 Second Extension Term: Tenant shall have the right, at its election,

to extend the Original Term of this Lease as previously extended by the First

Extension Term for an additional period of ten (10) years commencing upon

October 1, 2024 and expiring upon September 30, 2034 (the "Second Extension

Term"). Tenant shall exercise its option to extend the term for the Second

Extension Term by giving Landlord written notice of its election no earlier than

April 1, 2023, and no later than the later to occur of either (a) September 30,

2023, or (b) the date which is ten (10) business days after the receipt by

Tenant of a written reminder notice from Landlord to Tenant (the "Second Option

Reminder Notice") which expressly (a) refers to the option to extend the term

for the Second Extension Term, and (b) states that the option to extend the term

for the Second Extension Term shall expire on the later of either September 30,

2023, or ten (10) business days after the date of receipt of the Second Option

Reminder Notice. The Second Option Reminder Notice shall be delivered no earlier

than April 1, 2023.

1.6 Conditions of Option to Extend: The expression "the Original Term"

means the period of twelve (12) years referred to in the first paragraph of

this Article. Prior to the exercise by Tenant of any of said elections 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 any of the aforesaid elections, the expression "the term of this

Lease" or any equivalent expression shall mean the Original Term as it may have

been then extended. Except as expressly otherwise provided in this Lease, all

the agreements and conditions in this Lease contained shall apply to the

additional period or periods to which the Original Term shall be extended as

aforesaid. If Tenant shall not give Landlord notice of Tenant's decision to

exercise the next ensuing election in the manner and within the time provided

aforesaid (i.e. by the later of the specified date or within ten (10) business

days of the receipt of a reminder notice from Landlord as provided above),

then, the term shall end upon the expiration of the term (as it may have

theretofore been extended), and Tenant shall have no further right to extend

the term of this Lease.

ARTICLE II. Fixed Rent

2.1 Fixed Rent: Tenant agrees to pay to Landlord a fixed rent ("Fixed

Rent") at the following annual rates:

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Lease Years Effective Dates Annual Rent Rate Monthly Payment

-------------------------------------------------------------------------------------

1-2 10/1/02 to 9/30/04 $556,500.00 $46,375.00

-------------------------------------------------------------------------------------

3-5 10/1/04 to 9/30/07 $695,625.00 $57,968.75

-------------------------------------------------------------------------------------

6-10 10/1/07 to 9/30/12 $788,375.00 $65,697.92

-------------------------------------------------------------------------------------

11-12 (or Purchase 10/1/12 to 9/30/14 $881,125.00 $73,427.08

Date) (or Purchase Date)

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2.2 First Extension Term Rent: During the First Extension Term for which

the Original Term of this Lease may be extended as set forth in Section 1.2

above the fixed rent payable hereunder shall be adjusted so as to equal the

greater of (a) $1,576,750.00 per annum; or (b) ninety five percent (95%) of the

"fair market rent" as mutually determined by Landlord and Tenant through the

process of negotiation or as otherwise herein set forth; and

2.3 Second Extension Term Rent: During the Second Extension Term for which

the Original Term of this Lease as previously extended may be further extended

as set forth in Section 1.2 above, the fixed rent payable hereunder shall be

adjusted so as to equal the greater of (a) $2,040,500.00 per annum; or (b)

ninety-five percent (95%) of the "fair market rent" as mutually determined by

Landlord and Tenant through the process of negotiation or as otherwise herein

set forth.

2.4 Fair Market Rent Arbitration: Notwithstanding anything to the contrary

contained herein, however, if for any reason whatsoever Landlord and Tenant

shall not agree in writing upon the "fair market rent" for any additional

period at least six (6) months prior to the commencement of the additional

period in question, then the fair market rent for the additional period in

question for premises of the size and nature of the demised premises shall be

determined by licensed real estate appraisers having at least five (5) years'

experience in the appraisal of commercial real estate in the Metro-North /

Boston, Massachusetts market, one such appraiser to be designated by each of

Landlord and Tenant. If either party shall fail to designate its appraiser by

giving notice of the name of such appraiser to the other party within fifteen

(15) days after receiving notice of the name of the other party's appraiser,

then the appraiser chosen by the other party shall determine the fair market

rent and his determination shall be final and conclusive. If the appraisers

designated by Landlord and Tenant shall disagree as to the fair market rent,

but if the difference between their estimates of fair market rent shall be five

percent (5%) or less of the greater of the estimates, then the average of their

estimates shall be the fair market rent for purposes hereof. If the appraisers

designated by Landlord and Tenant shall disagree as to the amount of fair

market rent, and if their estimates of fair market rent shall vary by more than

five percent (5%) of the greater of said estimates, then they shall jointly

select a third appraiser meeting the qualifications set forth above, and his

estimate of fair market rent shall be the fair market rent for purposes hereof

if it is not greater than the greater of the other two estimates and not less

than the lesser of the other two estimates. If said third appraiser's estimate

is greater than the greater of the other two estimates, then the greater of the

other two estimates shall be the fair market rent for purposes hereof; and if

the estimate of the third appraiser shall be less than the lesser of the other

two estimates, then the lesser of the other two estimates shall be the fair

market rent for purposes hereof. Each of Landlord and Tenant shall pay for the

services of its appraiser, and if a third appraiser shall be chosen, then each

of Landlord and Tenant shall pay for one-half of the services of the third

appraiser.

2.5 General Provisions for Rent Payments: Rent Day shall be October 1,

2002. Fixed Rent and any additional rent payable to Landlord shall be paid to

Landlord at the address provided for in Article 8, or to such other legal

entity or to such other address as Landlord shall designate by notice to

Tenant. Fixed Rent shall be paid to Landlord without notice or demand and

without abatement, deduction, counterclaim or set off except only as expressly

otherwise herein provided.

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ARTICLE III. Additional Rent

3.1 Additional Rent: Tenant agrees to pay every "Imposition" (hereinafter

defined), before the same becomes delinquent, payable for any period between

Rent Day and the expiration of the term of this Lease. Every Imposition payable

for a period beginning before the Rent Day and ending after Rent Day or for a

period beginning before the expiration of the term of this Lease and ending

after the expiration of the term shall be apportioned and adjusted between

Landlord and Tenant. Upon demand from time to time Tenant will furnish to

Landlord evidence of payments of Impositions. "Impositions" shall mean real

estate taxes, betterments assessments (special or general, ordinary or

extraordinary), water and sewer taxes and any other ad valorem charges made by

any public authority (consistent with the current system of real estate taxes,

betterments assessments (special or general, ordinary or extraordinary), water

and sewer taxes) which upon assessment or upon failure of payment become a lien

upon the demised premises. If any betterments assessments may be payable by law

in installments, at Tenant's election said betterments assessments shall be

deemed payable not for the period in which the same are assessed but in

installments for the periods in which the installments thereof are payable. If

Landlord shall have the right to elect the period over which any such assessment

may be paid, at Tenant's election, Landlord agrees to elect the longest period

available to Landlord. Impositions shall not include any franchise, estate,

inheritance, succession, capital levy or transfer tax of Landlord, or any income

tax of Landlord or tax upon rents payable by Tenant.

3.2 Public Requirements: Tenant agrees to comply during the term of this

Lease with all "Public Requirements" (hereinafter defined) applicable to the

demised premises and to the public ways adjacent to the demised premises.

"Public Requirements" mean laws, ordinances, by-laws, regulations and orders of

all public authorities having jurisdiction, compliance with which shall by law

be the obligation of the owner or occupant of the demised premises.

3.3. Contests by Tenant: Tenant shall have the right to contest in good

faith any Imposition or Public Requirement in the manner provided by law for

contesting the same, provided that if payment of any Imposition or if compliance

with any Public Requirement shall be deferred pending such contest, such

deferment of payment or deferment of compliance shall not jeopardize Landlord's

interest in the demised premises. Such contest shall be in the name of Tenant or

in the name of Landlord or in the names of both. At the request of Tenant and

without cost or expense to Landlord, Landlord will join in any contest and

execute any and all documents in connection therewith as Tenant may reasonably

request. Tenant shall indemnify Landlord against, and save Landlord harmless

from, any and all loss, damage, claims, liabilities, judgments, costs and

expenses (including the cost and expense of defending any claim), arising out of

any such contest or out of any deferring of payment of any Imposition or any

deferring of compliance with any Public Requirement. Until such time as an

abatement or refund shall be obtained, an Imposition shall be deemed the amount

assessed; after an abatement or refund shall be obtained, the Imposition shall

be deemed the amount assessed less the net abatement or refund.

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ARTICLE IV. Control

4.1 Control: Except as otherwise set forth in the Existing Lease,

Tenant shall have exclusive possession and control of, and responsibility for,

the demised premises and the public ways adjacent to the demised premises to the

extent that possession or control of, or responsibility for such ways is the

obligation of the property owner and not public authority.

4.1.1 Encumbrances by Landlord: Landlord hereby covenants to Tenant

that Landlord shall not voluntarily create or permit to be created any, liens,

easements, restrictions or encumbrances of any nature whatsoever or otherwise

modify any items disclosed in the commitment for title insurance (the "Title

Commitment") attached as Exhibit C with respect to the demised premises after

the date hereof without the prior written consent of Tenant, such consent not to

be unreasonably withheld or delayed. In addition, Landlord hereby covenants to

Tenant that Landlord shall not (i) enter into any leases, tenancies or other

agreements affording a right of occupancy of the demised premises, enter into

any management, leasing, brokerage, purchase or maintenance contracts which

shall be binding on Tenant or the demised premises, or grant any rights or

options to purchase the demised premises except any which shall be subordinate

to this Lease, or (ii) initiate or participate in any modifications to the

existing buildings and zoning laws of the Town of Chelmsford, or any other

governmental authority, relating to the use or occupancy of the demised premises

after the date hereof without the prior written consent of Tenant, such consent

with respect to the matters in clause (ii) only not to be unreasonably withheld

or delayed.

4.1.2 Encumbrances by Tenant: Subject to the conditions and

limitations in this Subsection 4.1.2, Landlord shall cooperate and join in any

agreement, grant or covenant relating to the demised premises and Tenant's use

and occupancy thereof requested by Tenant for the benefit of a third party

subject to the review and approval of Landlord and its counsel on the standards

set forth below. Landlord shall not unreasonably withhold, condition or delay

its approval of: (a) the grant of an easement for sidewalks to the Town of

Chelmsford in connection with the renovation of the demised premises, or (b) any

encumbrance which by its terms automatically expires at the expiration of the

term of this Lease and if Tenant fails to purchase the demised premises. With

respect to any such encumbrance presented for Landlord's approval which is not

specified for reasonable approval above, Landlord's approval shall be given or

withheld and conditions shall be imposed in Landlord's sole discretion, but

Landlord shall not unreasonably delay its response to a request for approval of

any such encumbrance. In the event that during the Original Term Landlord has

withheld its consent to any such encumbrance requested by Tenant (either by the

reasonable approval or sole discretion standard), then Tenant may elect to

proceed and require Landlord to cooperate and join in such encumbrance on the

condition that then Landlord shall have the right to "put" the demised premises

to Tenant at the Purchase Price referred to in Article 16 below and Tenant shall

be obligated to purchase the demised premises at the Purchase Price pursuant to

the process provided in Section 16.3 below for the Put Option.

4.2 Indemnity: To the full extent allowed by applicable law (i.e.

subject to the limitations of Mass. Gen. Laws ch. 186 Section 15), Tenant shall

indemnify Landlord against, and save Landlord harmless from, any and all loss,

damage, claims, liabilities, judgments, costs and expenses (including the cost

and expense of defending any claim), arising during the term of this

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Lease out of any condition existing upon the demised premises, any act occurring

upon the demised premises (other than acts of Landlord and its agents), any use

made of the demised premises, or any omission or failure to act upon the demised

premises; provided that in the event of any claim made against Landlord,

Landlord shall give Tenant reasonably prompt notice of such claim.

4.3 Insurance: Tenant shall maintain with respect to the demised premises

during the term of this Lease a policy of commercial general liability insurance

and if necessary commercial umbrella insurance in insurance companies authorized

to do business in the Commonwealth of Massachusetts and with a rating of not

lower than "A-" as ranked by A.M. Best (or an equivalent rating by an alternate

service if the A.M. Best rating service is no longer available in the future) in

amounts not less than Three Million Dollars ($3,000,000.00). Lessee agrees to

provide fire damage legal liability with a limit of not less than $500,000.00.

These insurance policies of Tenant shall cover bodily injury, personal injury

and property damage liability from the demised premises and obligations assumed

under this Lease. Tenant will furnish the Landlord and Landlord's mortgagee with

a certificate or certificates of such insurance at the inception of this Lease

and at the renewal date of such policies thereafter. Such certificate[s] will

name Landlord and Landlord's mortgagee as an additional insured on all such

policies. Such certificate[s] shall provide that the policies in question shall

not be cancelled without 15 days prior notice to the certificate holder. Such

insurance may be maintained under a blanket policy or policies affecting the

demised premises and other premises.

ARTICLE V. Landlord's Representations

5.1 Landlord's Representations: Landlord makes the representations,

warranties and agreements set forth in Schedule B of this Lease.

ARTICLE VI. Assignment

6.1 Assignment: Except as hereinafter set forth, Tenant shall not without

the prior written consent of Landlord assign, hypothecate, pledge or otherwise

encumber this Lease, make any sublease or permit occupancy of the demised

premises or any part thereof by anyone other than Tenant or the tenant under the

Existing Lease. Landlord hereby agrees however that Tenant may, without

Landlord's consent, assign its interest in this Lease or sublet the whole or any

part of the demised premises to (a) an entity which owns all of the outstanding

equity in Tenant ("Tenant's Parent"); (b) an entity wholly owned by Tenant or by

Tenant's Parent ("a Subsidiary"); (c) an entity resulting from the consolidation

or merger of Tenant with any other entity; or (d) an entity which shall acquire

all or substantially all of the assets or equity of Tenant. Landlord agrees,

further, that Landlord shall not unreasonably withhold, condition or delay its

consent for a request by Tenant to assign this Lease or sublet the whole or any

part of the demised premises to any other unrelated entities provided, however,

if Tenant subleases any portion of the demised premises not occupied pursuant to

the Existing Lease (excluding any Permitted Transfer), Tenant shall pay to

Landlord the first Six Hundred Thousand Dollars ($600,000.00) received by Tenant

pursuant to any such subletting at a rate per square foot in excess of the fixed

rental rate per square foot payable by Tenant as set forth in Article 2,

provided, however, before calculating any net profit of subleasing or

assignment, Tenant may deduct the reasonable expenses of any such subletting

(including the cost of tenant

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improvements to the demised premises made by Tenant which have not previously

been amortized and which are properly allocated to the space to be sublet or

assigned), the reasonable cost of tenant improvements or allowances for tenant

improvements provided for the subtenant or assignee in question, reasonable

legal expenses and leasing commissions. Each request by Tenant for permission to

assign this Lease or to sublet the whole or any part of the demised premises

shall be accompanied by a warranty by Tenant as to the amount of rent to be paid

to Tenant by the proposed assignee or sublessee and a statement of expenses to

be deducted in calculating the net proceeds of subleasing or assignment. For

purposes of this paragraph, the term "rent" shall mean all fixed rent,

additional rent or other payments and/or consideration payable by one party to

another for the use and occupancy of premises (and shall exclude, for example,

payments for support or services provided to the subtenant by Tenant beyond

usual landlord services, payments made to Tenant for the sale of its business or

sale or lease of its equipment to the subtenant in the normal course of Tenant's

business at a commercially reasonable price in an arm's length transaction).

Tenant further agrees that any sublease, license, concession or agreement for

use, occupancy or utilization of space in the demised premises entered into by

it or by anyone claiming under it shall contain the provisions set forth in the

immediately preceding sentence. If there shall be any assignment or subletting

by Tenant pursuant to the provisions of this paragraph, Tenant shall remain

primarily liable for the performance and observance of the covenants and

agreements herein contained on the part of Tenant to be performed and observed,

such liability to be (in the case of any assignment) joint and several with that

of such assignee. It is expressly understood and agreed that no assignment of

Tenant's interest in this Lease shall be effective until such time as Tenant

shall deliver to Landlord an agreement from the assignee, which agreement shall

be reasonably satisfactory to Landlord in form and substance and shall provide

that the assignee agrees with Landlord to be primarily liable for the

performance and observance of the covenants and agreements herein contained on

the part of Tenant to be performed and observed, such liability to be joint and

several with that of Tenant.

6.2 Non-Disturbance of Sublessees: Any sublease or subleases that may be

given by Tenant of all or part of the demised premises may contain provisions

whereby the sublessee shall not be disturbed in its possession in accordance

with the terms and conditions of its sublease except for such cause as would

entitle the sublessor thereunder (Tenant hereunder) to terminate such sublease

(such provisions being sometimes referred to as "non-disturbance" clauses).

Accordingly, it is understood and agreed between the parties that if prior to

the expiration of the term of this Lease Landlord shall have the right to

possession of the demised premises or the portion thereof subject to such

sublease (whether or not this Lease shall be terminated), then in such event,

Landlord covenants and agrees that the sublessee thereunder shall not be

disturbed in its possession in accordance with the terms and conditions of such

sublease, except for such cause as would entitle the sublessor under such

sublease to terminate such sublease; and if the sublessee will agree in writing

to recognize Landlord as its landlord under the terms of such sublease, then

Landlord will agree with such sublessee to perform and observe all of the

obligations imposed by such sublease upon the landlord therein. Landlord agrees,

in confirmation thereof, to deliver such instruments or documents duly executed

for recordation that may be required by the sublessee to effectuate the

foregoing.

ARTICLE VII. Alterations and Improvements

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7.1 Alterations and Improvements: Subject to the terms of the Existing

Lease referred to in Section 1.2 above and subject to the last two (2) sentences

of this Section 7.1, Tenant shall have the right, without obtaining any consent

from Landlord therefore, from time to time during the term of this Lease, to

erect any lawful building or buildings or other lawful improvements upon the

demised premises of any kind, nature or description, as it deems desirable, and

to make repairs, changes, alterations, additions and other improvements thereto,

structural or otherwise, and to demolish and remove any of the same, as Tenant

may from time to time deem necessary or desirable provided, however, that no

such alteration, demolition or addition shall diminish the value of the demised

premises when considering the aggregate effect of alterations, demolition or

additions made by Tenant to the demised premises. Also, subject to the Existing

Lease and the terms of any other leases or subleases entered into by Tenant for

any portion of the demised premises, Tenant shall have the right at any time

during the term of this Lease, or at the expiration of the term, as Tenant shall

see fit, to remove any and all improvements erected, installed or placed on the

demised premises prior to or during the term hereof by Tenant, notwithstanding

the fact that any such improvements may be deemed part of the realty, and

notwithstanding any rule, regulation or statute to the contrary. In the event

Landlord has approved the specific structural alteration or demolition, Tenant

shall have no obligation to restore the demised premises except as otherwise set

forth in the Existing Lease or as set forth in any other leases or subleases

entered into by Tenant for any portion of the demised premises. In the event

Landlord has not approved specific structural alterations or demolition in

advance, then Tenant shall either restore the building and the demised premises

with respect to such unapproved structural alteration or demolition upon the

termination of this Lease, or, if this Lease is to expire at the end of the

Original Term, and if Tenant does not so restore the demised premises and the

building, then Landlord shall have the right to "put" the demised premises to

Tenant at the Purchase Price referred to in Article 16 below and Tenant shall be

obligated to purchase the demised premises at the Purchase Price pursuant to the

process provided in Section 16.3 below for the Put Option.

7.1.1 Approval of Initial Renovations: Tenant shall submit to Landlord

plans and drawings for the construction of the initial renovations and additions

that Tenant will construct to the demised premises for review and approval of

the structural elements thereof by Landlord in its discretion (the "Initial TI

Plans"). Landlord shall promptly, and in no event later than 15 days after the

receipt of the Initial TI Plans, (or within 5 days after the receipt of any

revision thereof submitted in response to Landlord's disapproval of a prior

submission of the Initial TI Plans), respond in writing to communicate

Landlord's approval or disapproval of specific structural elements of the

Initial TI Plans. Landlord's response shall include a reasonably detailed

breakdown of any specific structural elements that Landlord disapproves. Tenant

shall have the election to either (a) revise the Initial TI Plans and resubmit

them for reconsideration by Landlord, or (b) to proceed with the renovations or

additions in question without Landlord's approval (and subject to the provisions

of Section 7.1 above).

7.1.2 Approval of Subsequent Renovations: With respect to any structural

alterations or additions to the demised premises done after the initial

renovations and alterations of the demised premises, Tenant may at its election

submit to Landlord plans and drawings for the construction of such structural

alterations or additions for review and approval of the structural elements

thereof by Landlord in its discretion (the "TI Plans"). Landlord shall promptly,

and in no event later than 30 days after the receipt of any TI Plans, (or within

10 days after the receipt

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of any revision thereof submitted in response to Landlord's disapproval of a

prior submission of the TI Plans in question), respond in writing to communicate

Landlord's approval or disapproval of specific structural elements of the TI

Plans in question. Landlord's response shall include a reasonably detailed

breakdown of any specific structural elements that Landlord disapproves. Tenant

shall have the election to either (a) revise the TI Plans in question and

resubmit them for reconsideration by Landlord, or (b) to proceed with the

renovations or additions in question without Landlord's approval (and subject to

the provisions of Section 7.1 above).

7.2 Certain Liens: Tenant will cause to be paid all charges for all work

done (labor and materials) upon the demised premises during the term of this

Lease and will not suffer or permit any mechanics' or similar liens for labor or

materials furnished to the demised premises during the term of this Lease to

remain as a lien against the demised premises or any part thereof; and if any

such lien shall be filed, Tenant will either pay the same or procure the

discharge thereof by bonding, giving security or in such other manner as may be

required or permitted by law. Tenant shall have the right, however, in its name

or in the name of Landlord or in the name of both, to contest any such lien,

provided that the existence of such lien pending such contest shall not

jeopardize Landlord's interest in the demised premises. Tenant shall indemnify

Landlord against, and save Landlord harmless from any and all loss, damage,

claims, liabilities, judgments, costs and expenses arising out of the filing of

any such lien. Notice is hereby given that Landlord shall not, under any

circumstances, be liable to pay for any work, labor or services rendered or

materials furnished to Tenant or any of its subtenants upon credit.

7.3 Tenant's Permits: Landlord agrees upon request by Tenant to execute

or join in the execution of any application for any permits or licenses

(including without limitation, zoning changes) which may be necessary in

connection with the construction of any buildings or other improvements on the

demised premises or the making of any alterations, additions and repairs

thereto. All such permits and licenses shall be applied for and secured at

Tenant's expense in Tenant's name alone unless Landlord's name is also required

in connection therewith by such governmental authority. In addition, Landlord

agrees to cooperate fully with Tenant, without cost or expense to Landlord, in

connection with the exercise by Tenant of any of its rights under this Lease. In

particular, and without limitation, Landlord agrees to execute utility easements

and such other documents as Tenant may reasonably request.

7.4 Repairs by Landlord: Landlord shall have no obligation to make any

repairs or alterations to the demised premises or any part thereof.

ARTICLE VIII. Notices

8.1 Notices: All notices sent or required to be sent hereunder shall be

sent by registered or certified mail, return receipt requested, postage prepaid;

if sent to Landlord, the same shall be addressed to Landlord c/o Altid

Enterprises, LLC, 17 Monsignor O'Brien Highway, P.O. Box 410207, Cambridge,

Massachusetts 02141-0002 or to such other person or address as Landlord may

hereafter designate by notice to Tenant; if sent to Tenant, the same shall be

addressed to Tenant at 15 Elizabeth Drive, Chelmsford, Massachusetts 01824 Attn:

Jeffrey J. Myrdek, Global Facilities Manager, and with a copy to Brown Rudnick

Berlack Israels LLP, One Financial Center, Boston, Massachusetts 02111, Attn:

David H. Murphree, Esq., or to such other person or address as Tenant may

hereafter designate by notice to Landlord. If Tenant

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has given notice to Landlord of the name and address of any mortgagee of the

demised premises, a duplicate copy of every notice to Tenant shall be given to

said mortgagee at said address by registered or certified mail, return receipt

requested, postage prepaid. Such mortgagee shall have the same rights as

Tenant, and a reasonable period of time after receipt by it of notice of a

failure of Tenant, to correct any failure of Tenant.

ARTICLE IX. Subordination to Mortgages

9.1 Mortgage Holder's Election: Subject to the requirement that any such

first mortgagee must first enter into a Non-Disturbance Agreement (as defined

below) as a precondition to subordination, it is agreed that the right and

interest of Tenant under this Lease shall be: (i) subject and subordinate to

the lien of any present or future first mortgage (and to any and all advances

to be made thereunder, and to the interest thereon) upon the demised premises or

any property of which the demised premises are a part, if the holder of such

mortgage shall elect, by notice to Tenant, to subject and subordinate the right

and interest of Tenant under this Lease to the lien of its mortgage; or (ii)

prior to the lien of any present or future first mortgage if the holder of such

mortgage shall elect, by notice to Tenant, to give the right and interest of

Tenant under this Lease priority to the lien of its mortgage. It is understood

and agreed that the holder of such mortgage may also elect, by notice to

Tenant, to make some provisions hereof subject and subordinate to the lien of

its mortgage while granting other provisions hereof priority to the lien of its

mortgage. In the event of any of such elections, and upon notification by the

holder of such mortgage to that effect, the right and interest of Tenant under

this Lease shall be deemed to be subordinate to, or to have priority over, as

the case may be, the lien of said mortgage, irrespective of the time of

execution or time of recording of any such mortgage. Tenant agrees that it

will, upon request of Landlord, execute, acknowledge and deliver any and all

instruments deemed by Landlord necessary or desirable to evidence or to give

notice of such subordination or priority in a commercially reasonable form

consistent with the provisions of this Lease and as approved by Tenant and its

counsel. The word "mortgage" as used herein includes mortgages, deeds of trust

or other similar instruments and modifications, consolidations, extensions,

renewals, replacements and substitutes thereof.

9.2 Non-Disturbance Agreement: Notwithstanding anything to the contrary

contained in this Article 9, Tenant shall not be required to subordinate this

Lease and the lien hereof to the lien of any future mortgage unless the holder

of such mortgage shall enter into an agreement with Tenant, recordable in form

(a "Non-Disturbance Agreement"), in a commercially reasonable form consistent

with the provisions of this Lease and as approved by Tenant and its counsel,

and to the effect of the following listed provisions in Sub-paragraphs 9.2.1

through 9.2.4. Upon request of Tenant, each holder of a mortgage on the demised

premises (including without implied limitation that holder of any mortgage in

place as of the time of execution of this Lease) shall enter into a

Non-Disturbance Agreement (whether or not such mortgage holder has elected to

subordinate Tenant's interest).

9.2.1 Non-Disturbance of Tenant: In the event of foreclosure of, or

transfer by deed in lieu of foreclosure, or similar action taken under, such

mortgage, Tenant's possession of the demised premises shall not be terminated

or disturbed by such mortgage holder or anyone claiming under such mortgage

holder so long as Tenant shall not be in default of any material provision

under this Lease beyond any applicable notice and cure periods.

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9.2.2 Liability of Mortgagee/Successor: In the event that the holder of a

mortgage shall succeed to Landlord's right, title and interest in this Lease, it

is expressly understood and agreed that such mortgage holder shall not be liable

for the performance of any of Landlord's obligations hereunder, except for the

performance of those obligations which arise or continue during the period of

time that such mortgage holder holds Landlord's right, title and interest in

this Lease. For purposes of this paragraph, such mortgage holder shall not be

deemed to hold Landlord's right, title and interest by virtue of any type of

collateral assignment of this Lease to it; it being understood that said holder

shall only be deemed to hold Landlord's right, title and interest if it shall

foreclose its mortgage or take a deed in lieu of foreclosure.

9.2.3 Recognition of Purchase Option: Any such mortgage holder must

expressly recognize and confirm the effect and enforceability of and acknowledge

that its interest is subject to Tenant's Purchase Option under Article 16 below

and that Tenant's Purchase Option shall continue in full force and effect after

any foreclosure of such mortgage or deed given in lieu of foreclosure, or after

any subsequent transfer to anyone claiming under such mortgage holder.

9.2.4 Intervening Liens: Any Non-Disturbance Agreement shall be solely for

the benefit of the mortgage holder that is party to such agreement, and its

successors in interest in the mortgage or in the demised premises, as the case

may be, and shall not be enforceable for the benefit of the holder or any

intervening lien to which the mortgage holder is subordinate (either by priority

or through the effect of subordination).

9.3 Notice for Mortgagee: After receiving notice from Landlord or from

any person, firm or other entity that such person, firm or other entity holds a

mortgage, as hereinbefore defined, which includes the demised premises as all or

as part of the mortgaged premises, no notice from Tenant to Landlord shall be

effective unless and until a copy of the same is given by certified or

registered mail to such holder, and the curing of any of Landlord's defaults by

such holder shall be treated as performance by Landlord. Tenant agrees that if

Landlord does not cure any default specified in a notice of default given by

Tenant to Landlord within fifteen (15) calendar days after Landlord's receipt

thereof, then Tenant shall give further notice of that fact to such mortgage

holder, and such mortgage holder shall thereupon, if it shall so elect, have the

right, but not the obligation, to cure the default of Landlord within twenty

(20) calendar days after its receipt of such further notice from Tenant, and in

case of a default which cannot, with due diligence, be cured within said twenty

(20) days, then the twenty (20) days shall be extended for such period as may be

necessary to complete the curing of the same with all due diligence and

continuity. This paragraph 9.3 benefits the holder of any mortgage entitled to

notices and shall not affect the rights of Tenant against the Landlord absent

prejudice to such mortgage holder.

9.4 Mortgagee Consent: Finally, Tenant agrees that so long as any present

or future first mortgage shall remain in effect Tenant shall not alter, modify,

amend, change, surrender or cancel this Lease nor pay the rent due hereunder in

advance for more than thirty (30) days, except as may be required herein,

within the prior written consent of the holder thereof, and Tenant will not

seek to be made an adverse or defendant party in any action or proceeding

brought to enforce or foreclose such mortgage. Tenant further agrees that it

shall not subordinate its interest in this Lease to the lien of any junior

mortgage, security agreement or lease affecting the demised premises, unless

the holder of the first mortgage shall consent thereto.

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' ARTICLE X. Fire and Casualty and Restoration

10.1 Fire and Casualty and Restoration: If any of the buildings or other

improvements on the demised premises shall be damaged or destroyed or rendered

untenantable, in whole or in part, by fire, the elements or any other cause,

such damage or destruction or conditions rendering said premises untenantable

shall not operate to terminate this Lease, but this Lease shall continue in

full force and effect, and without any reduction or abatement of rent of any

kind whatsoever. Neither Landlord nor Tenant shall be obligated to repair or

restore the demised premises or any portions thereof to the condition preceding

such damage or destruction or rendering untenantable or any other condition.

10.2 Tenant's Election to Restore: In the event that Tenant elects to

restore the demised premises after any casualty, then Tenant shall be permitted

to retain all proceeds of insurance from such casualty, provided that Tenant

shall restore the structure and base building improvements of the demised

premises (i.e. that portion of the demised premises equivalent to the demised

premises as delivered to Tenant at the outset of the term of this Lease before

the construction of Tenant's improvements and alterations) (the "Base

Building") to a value equivalent to the value of the demised premises as

delivered at the outset of the term of this Lease.

10.3 Landlord's Approval of Reconstruction: The design of the Base

Building to be reconstructed following casualty shall be subject to the

approval of Landlord, not to be unreasonably withheld, conditioned or delayed.

Tenant shall submit plans for the reconstruction of the demised premises for

Landlord's approval consistent with the process provided in Paragraph 7.1.1

above. During the Original Term, Tenant may elect to proceed with

reconstruction of the demised premises following casualty without the approval

of the Landlord of the design of the Base Building, provided that to the extent

the Landlord has not approved the design of the structural elements of the

demised premises as reconstructed, then Landlord shall have the right to "put"

the demised premises to Tenant at the Purchase Price referred to in Article 16

below and Tenant shall be obligated to purchase the demised premises at the

Purchase Price pursuant to the process provided in Section 16.3 below for the

Put Option.

10.4 Tenant's Election to Delay Reconstruction: To the extent that Tenant

intends that it may undertake reconstruction of the demised premises following

a casualty, but Tenant has elected to delay such reconstruction, Tenant may

retain the proceeds of insurance from such casualty in a segregated account

subject to escrow arrangements reasonably satisfactory to Landlord and

Landlord's mortgagee. In the event that Tenant exercises its Purchase Option,

Tenant may retain the proceeds of insurance from such casualty regardless of

Tenant's intent to restore the demised premises.

10.5 Proceeds Paid to Landlord: At any point, if Tenant elects finally

and irrevocably not to restore the demised premises following a casualty, and

if Tenant has declined to exercise its Purchase Option, the insurance proceeds

from such casualty shall be paid to Landlord to the extent of the value of the

demised premises as delivered to Tenant at the outset of the term of this Lease

before the construction of Tenant's improvements and alterations, provided that

if Landlord receives the insurance proceeds from such a casualty, then the

Landlord's Put Option shall be of no further force and effect.

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ARTICLE XI. Right of Entry

11.1 Right of Entry: Landlord shall have the right at all reasonable times

during the term of this Lease to enter upon the demised premises for the purpose

of inspecting the same, and, if Tenant has not exercised its Purchase Option,

during the six (6) month period prior to the expiration of the term, Tenant will

permit Landlord to enter upon the demised premises at reasonable times for the

purpose of showing the same to prospective tenants. Any entry by Landlord shall

be made after reasonable prior notice to Tenant (and in the case of entry to

premises subleased by Tenant to a sublessee, notice to Tenant and such

sublessee). Except in the case of emergency, reasonable prior notice shall

include at a minimum written notice of (a) the proposed time of entry, (b) the

individuals or parties proposed to enter the property, and (c) a contact person

representing the Landlord for coordination, and shall be given at lease one full

business day prior to the proposed time of entry. In case of emergency, prior

notice shall be limited or waived as is reasonable in the circumstances. Any

such entry shall be made without unreasonable interference with Tenant (or, if

applicable such sublessee's business), and such right of entry shall be subject

to any security measures adopted by Tenant (or, if applicable, such sublessee).

ARTICLE XII. Default

12.1 Landlord's Self-Help: If Tenant shall default in the performance or

observance of any agreement or condition in this Lease contained on its part to

be performed or observed other than an obligation to pay money to Landlord, and

shall not cure such default within thirty (30) days after notice from Landlord

specifying the default (or shall not within said period commence to cure such

default and thereafter prosecute the curing of such default to completion with

due diligence), Landlord may, at its option, without waiving any claim for

damages for breach of agreement, at any time thereafter cure such default for

the account of Tenant, and any amount paid or any contractual liability incurred

by Landlord in so doing shall be deemed paid or incurred for the account of

Tenant, and Tenant agrees to reimburse Landlord therefore or save Landlord

harmless therefrom; provided that Landlord may cure any such default as

aforesaid prior to the expiration of said waiting period but after notice to

Tenant, if the curing of such default prior to the expiration of said waiting

period is reasonably necessary to protect the real estate or Landlord's interest

therein, or to prevent injury or damage to persons or property. If Tenant shall

fail to reimburse Landlord upon demand for any amount paid for the account of

Tenant hereunder, said amount shall be added to and become due as a part of the

next payment of rent due hereunder.

12.2 Tenant's Default: (1) If rent or any other payment required to be

made hereunder shall not be paid for more than ten (10) days after Tenant shall

have received notice from Landlord of the failure of payment hereof; or (2) if

there shall be a failure in the performance or observance of any other agreement

or condition contained herein on the part of Tenant to be performed or observed

and such failure shall not be corrected within thirty (30) days after Tenant

shall receive notice from Landlord of such failure (or such longer period as may

be required to correct such failure if within said thirty (30) day period Tenant

shall commence to correct the same and thereafter diligently pursue the

correction thereof), then Landlord shall have the right, at its election, to

terminate the term of this Lease by giving notice to Tenant of the exercise of

said election, and in the event of Landlord's giving such notice of election to

terminate, the term

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of this Lease shall terminate on the date designated therefore in said notice,

which date shall be not less than three (3) days after the receipt of such

notice by Tenant, and thereupon, or at any time thereafter, and without any

further notice or demand, Landlord may re-enter the demised premises in the

manner prescribed by law.

In case of any such termination, Tenant will indemnify Landlord against

all loss of rent and other payments provided herein to be paid by Tenant to

Landlord between the time of termination and the expiration of the term of

this Lease as then constituted. It is understood and agreed that at the time of

the termination or at any time thereafter Landlord may rent the demised

premises, and for a term which may expire after the expiration of the term of

this Lease, without releasing Tenant from any liability whatsoever, that Tenant

shall be liable for any expenses incurred by Landlord in connection with

obtaining possession of the demised premises and in connection with any

reletting, including, but, without limitation, reasonable attorney's fees and

reasonable brokers' fees, and that any monies collected from any reletting

shall be applied first to the foregoing expenses and then to payment of rent

and all other payments due from Tenant to Landlord. Landlord shall use

commercially reasonable efforts to mitigate its damages arising from Tenant's

default or termination of this Lease in case of Tenant's default.

It is expressly understood and agreed that no action or proceeding to oust

Tenant from possession or to terminate the term of this Lease shall be taken or

brought by Landlord unless the notices herein specified be first given and the

times to cure defaults hereinabove specified have expired without such defaults

having been cured.

ARTICLE XIII. Eminent Domain

13.1 Eminent Domain: If the whole of the demised premises shall be taken

by right of eminent domain, this Lease shall be terminated as of the time of

the taking and rent shall be apportioned and adjusted as of said time.

13.2 Partial Condemnation: If a part of the demised premises shall be

taken by right of eminent domain, this Lease shall not be terminated but Fixed

Rent shall thereafter abate in proportion to the area of the demised premises

so taken, except that if at such time there shall be a sublease or subleases in

existence on portions of the demised premises, the Fixed Rent shall thereafter

abate in the same proportion as the annual rent under said sublease or

subleases shall be abated on account of such taking.

13.3 Condemnation Award: Landlord and Tenant shall jointly prosecute and

settle the proceedings for the determination and payment of the award payable

on account of any such taking, and the cost of such proceedings shall be a

first charge against the award received. The net award shall be divided between

Landlord and Tenant as follows: first, Landlord shall be entitled to so much of

the net award as is fairly allocable to the reversionary value of the land

taken; and second, Tenant shall be entitled to so much of the net award as is

fairly allocable to the leasehold value of the land taken and to so much of the

award as is fairly allocable to the improvements taken; it being intended that

the net award shall be fairly allocated, first between land taken and

improvements taken, and then that the portion so allocated to land taken shall

be further fairly allocated between (i) reversionary value and (ii) leasehold

value. Notwithstanding the foregoing, out of the net award and before any

division between Landlord and Tenant as

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provided above there shall be paid to the holders of the mortgages placed on

the demised premises, or any part or parts thereof, by Tenant or by Landlord at

Tenant's request pursuant to the provisions of Article 12, either the balance

unpaid on said mortgages together with interest to date of payment if this

Lease be terminated as aforesaid or the requirements of the holders of said

mortgages if this Lease not be so terminated; and if this Lease shall not be

terminated by reason of said taking subject to Article 9 above, there shall be

paid to Tenant the cost of repairing and restoring the improvements which

remain upon the demised premises after said taking.

13.4 Condemnation/Personal Property: Tenant's right and the right of

subtenants of Tenant to receive compensation or damages for its fixtures or

personal property shall not be affected in any manner by any provision in this

Article 13 contained.

ARTICLE XIV. Force Majeure

14.1 Force Majeure: In any case where either party hereto is required to

do any act (other than make a payment of money) delays caused by or resulting

from Act of God, war, civil commotion, fire or other casualty, labor

difficulties, general shortages of labor, materials or equipment, government

regulations or other causes beyond such party's reasonable control shall not be

counted in determining the time when the performance of such act must be

completed, whether such time be designated by a fixed time, a fixed period of

time or "a reasonable time".

ARTICLE XV. Saving Clause

15.1 Saving Clause: It is agreed that if any provision of this Lease

shall be determined to be void by any court of competent jurisdiction, then

such determination shall not affect any other provision of this Lease, all of

which other provisions shall remain in full force and effect; and it is the

intention of the parties hereto that if any provision of this Lease is capable

of two constructions, one of which would render the provision void and the

other of which would render the provision valid, then the provision shall have

the meaning which renders it valid. The failure of Landlord or Tenant to insist

upon a strict performance of any of the terms, conditions and covenants herein

shall not be deemed a waiver of any subsequent breach of any of the terms,

covenants and conditions herein contained.

ARTICLE XVI. Right to Purchase

16.1 Right to Purchase: Tenant shall have a one time right to purchase

the entire demised premises at its election (the "Purchase Option") for a

purchase price of $8,400,000.00 (the "Purchase Price"). Tenant shall exercise

the Purchase Option by giving Landlord written notice of its election no

earlier than October 1, 2012, and no later than the later to occur of either

(a) September 30, 2013 or (b) the date which is ten (10) business days after

the receipt by Tenant of a written reminder notice from Landlord to Tenant (the

"Purchase Option Reminder Notice") which expressly (a) refers to the Purchase

Option, and (b) states that the Purchase Option shall expire on the later of

September 30, 2013, or ten (10) business days after the date of receipt of the

Purchase Option Reminder Notice. The Purchase Option Reminder Notice shall be

delivered no earlier than October 1, 2012.

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16.2 Closing of the Purchase Option: The closing of the purchase of the

demised premises pursuant to the Purchase Option shall be carried out under the

terms and conditions set forth in Exhibit D attached.

16.3 Landlord's Put: In the event that Landlord has the right to "put"

the demised premises to Tenant (the "Put Option") pursuant to Paragraph 4.1.2,

Paragraph 7.1 or Paragraph 10.3, then Landlord may exercise the Put Option by

giving written notice of Landlord's election to Tenant during a period of sixty

(60) days beginning on the later of either October 1, 2013, or ten (10)

business days after the date of receipt of the Purchase Option Reminder Notice.

If Landlord elects to exercise its Put Option to force Tenant to purchase the

demised premises, then Landlord and Tenant shall proceed to close the purchase

of the demised premises pursuant to the provisions for the closing on the

Purchase Option as if Tenant had timely elected to purchase the demised

premises pursuant to its Purchase Option.

ARTICLE XVII. Notice of Lease

17.1 Notice of Lease: At the request of either party Landlord and Tenant

will execute a short form lease or a notice of lease, recordable in form, as

may be required by the laws of the state in which the demised premises are

located so that notice of this Lease may be on record. The form of Notice of

Lease is attached as Exhibit E.

ARTICLE XVIII. Definitions and Interpretations

18.1 Definitions and Interpretations: The words "Landlord" and "Tenant"

and the pronouns referring thereto, as used in this Lease, shall mean, where

the context requires or admits, the persons named herein as Landlord and as

Tenant, respectively, and their respective heirs, legal representatives,

successors and assigns, irrespective of whether singular or plural, masculine,

feminine or neuter. This Lease shall bind and inure to the benefit of the

parties hereto and their respective heirs, legal representatives, successors

and assigns. In the event of a transfer by any holder of Tenant's interest in

this Lease, such holder shall thereupon be relieved of all obligations of

Tenant thereafter accruing under this Lease and it shall be deemed that the

transferee has assumed and agreed to carry out all of the obligations of Tenant

under this Lease during such transferee's ownership. If Landlord shall be more

than one person, the obligations of Landlord shall be joint and several.

18.2 Exculpation: If all or any part of Landlord's interest in this Lease

shall be held by a trust, no trustee, shareholder or beneficiary of said trust

shall be personally liable for any of the covenants, or agreements, express or

implied, hereunder. The covenants and agreements of such party shall be binding

upon the trustees of said trust as trustees as aforesaid and not individually

and upon the trust estate. Without limiting the generality of the foregoing,

and whether or not Landlord's interest in this Lease shall be held by a trust,

Tenant specifically agrees to look solely to the Landlord's interest in the

demised premises (or the proceeds of sale, condemnation or insurance) for

recovery of any judgment from Landlord. The parties acknowledge that the

provisions of this Paragraph 18.2 are subject to the limitations of applicable

law (i.e. Mass. Gen. Laws ch. 186, section 15).

ARTICLE XIX. Hazardous Material

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19.1 Hazardous Material: Tenant shall not (either with or without

negligence) cause or permit the escape, disposal or release of any biologically

or chemically active or other hazardous substances, or materials. Tenant shall

not allow the storage or use of such substances or materials in any manner not

sanctioned by law or by the highest standards prevailing in the industry for the

storage and use of such substances or materials, nor allow to be brought into

the Lot any such materials or substances except to use in the ordinary course of

Tenant's business, and then only after written notice is given to Landlord of

the identity of such substances or materials (collectively "Hazardous

Materials"). Without limitation, hazardous substances and materials shall

include those described in the Comprehensive Environmental Response,

Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et

seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section

6901 et seq., any applicable state or local laws and the regulations adopted

under these acts. If any lender or governmental agency shall ever require

testing to ascertain whether or not there has been any release of hazardous

materials caused by Tenant or persons acting under Tenant, then the reasonable

costs thereof shall be reimbursed by Tenant to Landlord upon demand as

additional rent if such requirement applies to the demised premises. In

addition, Tenant shall execute affidavits, representations and the like from

time to time at Landlord's request concerning Tenant's best knowledge and belief

regarding the presence of hazardous substances or materials on the demised

premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere

provided in this Lease from any release of hazardous materials on the demised

premises occurring while Tenant is in possession, or elsewhere if caused by

Tenant or persons acting under Tenant. The within covenants shall survive the

expiration or earlier termination of the term of this Lease.

ARTICLE XX. Effectiveness of Lease

20.1 Effectiveness of Lease: Upon execution of this Lease Landlord shall

deliver possession of the demised premises to Tenant, and during the period

between such delivery of possession and the commencement of the term of this

Lease all of the provisions of this Lease, except those relating to the payment

of rent (Fixed and additional), shall apply, to the extent that said provisions

may be made applicable to said period, it being expressly understood that Tenant

shall have the right and privilege prior to the commencement of the term, and

subject to the terms of the Existing Lease of entering the demised premises for

the purpose of commencing construction thereon without any liability to Landlord

for rent or other payments.

ARTICLE XXI. Brokers

21.1 Brokers: Tenant warrants that it has dealt with no brokers in

connection with obtaining this Lease except for Barry Joyce & Partners and CRESA

Partners ("the Brokers"). Landlord shall, by separate agreement, pay all fees

and commissions due the Brokers for bringing about the execution and delivery of

this Lease, and agrees to defend, indemnify and save Tenant harmless from any

and all claims from any broker other than the Brokers.

ARTICLE XXII. Representatives

22.1 Representatives: From time to time during the term of this Lease, the

Tenant and the Landlord shall each appoint an individual representative,

respectively "Tenant's

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Representative" and "Landlord's Representative" who shall be empowered to

receive communications and have the authority to deal with matters of the day

to day administration of this Lease. Initially Tenant's Representative shall be

Jeffrey J. Myrdek, Global Facilities Manager, and Landlord's Representative

shall be Edward F. Carye.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be

executed as a sealed instrument as of the day and year first above written.

LANDLORD:

BerCar II LLC, BY ITS MANAGERS:

ALTID ENTERPRISES, LLC

By: /s/ Raymond F. Carye

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

Raymond F. Carye, Manager

By: /s/ Barbara F. Carye

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

Barbara F. Carye, Manager

SENNEN REALTY TRUST

/s/ Edward F. Carye

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

Edward F. Carye, Trustee

/s/ Barbara J. Hausman

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

Barbara J. Hausman, Trustee

TENANT:

BROOKS-PRI AUTOMATION, INC.

By /s/ Ellen B. Richstone

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

Name: Ellen B. Richstone

Title: SR. VP of Finance

& ADM, CFO

ATTEST:

By /s/ Collette R. Piche

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

Name: Collette R. Piche

Title: Executive Assistant

18

SCHEDULE A

LEGAL DESCRIPTION OF LOT

A certain parcel of land, with the building thereon, situated in

Chelmsford, Middlesex County, Massachusetts, being shown as Lot 2 on a plan

entitled "Subdivision Plan of Land in Chelmsford, Mass., as drawn for Raymond A.

and Barbara F. Carye," dated October 24, 1979, recorded in the Middlesex County,

North District, Registry of Deeds in Plan Book 130 as Plan 159, and being more

particularly bounded and described as follows:

NORTHWESTERLY by Elizabeth Drive, by two lines measuring

one hundred twenty-nine and 01/100 (129.01)

feet and two hundred thirty and 21/100

(230.21) feet, respectively;

NORTHEASTERLY by Lot B, as shown on said plan, two

hundred forty-two and 86/100 (242.86) feet;

NORTHWESTERLY again, by said Lot B, by two lines measuring

four hundred forty-five (445) feet and two

hundred sixteen and 61/100 (216.61) feet,

respectively;

EASTERLY by Lot A, as shown on said plan, one

hundred sixty-five and 80/100 (165.80) feet;

SOUTHEASTERLY by land n/f of Graham and Stella Penny, two

hundred sixty-seven and 95/100 (267.95) feet;

EASTERLY again, by said land of Penny, two hundred

ninety-two and 96/100 (292.96) feet;

SOUTHEASTERLY by land n/f of Barnard and Evelyn George,

n/f of Otis and Florence Walker, n/f of

Earle and Barbara Bomeage and n/f of William

and Fran Harris, three hundred (300) feet

to an iron pin;

SOUTHWESTERLY by land n/f of Alpa Wrecking Co., one

hundred ninety-three (193) feet;

SOUTHERLY by land n/f of said Alpa Wrecking Co., three

hundred twenty-nine and 59/100 (329.59)

feet; and

WESTERLY by Lot 1, as shown on said plan, by two

lines measuring two hundred sixty-six (266)

feet and one hundred thirty-four and 02/100

(134.02) feet, respectively.

SCHEDULE B

Landlord's Representations and Warranties

(A) Landlord is the owner in fee simple of the demised premises and has full

right, power and authority to execute and perform this Lease and to grant the

estate herein demised.

(B) The demised premises are subject to no mortgages, leases, easements,

restrictions, encroachments, liens, agreements, claims or other encumbrances

(collectively called "Encumbrances") except as may be expressly set forth on

Schedule A. Tenant shall within one thirty (30) days after the execution and

delivery of this Lease obtain a Title Binder of a title insurance company

acceptable to Tenant, dated as of a time subsequent to the recording of this

Lease, or a short form thereof, committing the title insurance company to insure

to Tenant the leasehold interest of Tenant, upon payment of the title insurance

company's regular premium therefore, subject only to such Encumbrances as shall

be set forth in such Title Binder. If such Title Binder shall show Encumbrances

in addition to the Encumbrances set forth in Schedule A, Tenant shall have the

right at its election, exercised by Tenant's giving notice to Landlord within

fifteen (15) days thereafter, to terminate this Lease or to cause said

additional Encumbrances to be removed as exceptions to title. If this Lease

shall be terminated as aforesaid, this Lease shall become void and neither

Landlord nor Tenant shall have any claim against the other under this Lease or

on account of the termination hereof. If Tenant shall cause any of said

Encumbrances to be removed as exceptions, Landlord shall reimburse Tenant for

the reasonable cost to Tenant thereof, and the amount of such cost not so

reimbursed shall be deducted by Tenant from Fixed Rent.

(C) The demised premises contains parking for 5.8 cars per 1,000 square feet

of Rentable Floor Area as of the date of this Lease.

(D) Tenant, on paying the rent herein reserved and performing and observing

the agreements and conditions in this Lease contained on the part of Tenant to

be performed and observed, shall subject to the Existing Lease, peaceably and

quietly have, hold and enjoy the demised premises during the full term of this

Lease, free from molestation by any party whatsoever.

(E) Landlord has no knowledge of the presence or release of any Hazardous

Materials at the demised premises except as disclosed in the environmental

reports listed in attached Exhibit F.

(F) The copy of the Existing Lease of Hittite Microwave Corporation separately

provided to Tenant is correct and complete and includes all amendments thereto.

The estoppel certificate of Hittite Microwave Corporation delivered under

separate cover to Tenant (in the form of Exhibit B) is correct and complete as

of the date of this Lease.

(G) The schedule of encumbrances listed on the Title Commitment is correct and

complete as of the date of this Lease.

(H) To Landlord's knowledge, the demised premises is not affected by or subject

to any pending or threatened (x) condemnation suits or similar proceedings, (y)

claims, charges, complaints, petitions or unsatisfied orders by or before any

administrative agency or court, or (z) litigation, claims, actions, complaints,

petitions or unsatisfied order by or in favor of any party whatsoever, including

without limitation any mechanics' or materialmen's liens which, with respect to

any of the foregoing, are reasonably expected to have a material and adverse

effect on the demised premises; and

(I) To Landlord's knowledge, Landlord has not received from any governmental

authority having jurisdiction over the demised premises any notice alleging any

material violation by the demised premises of any law or any ordinance, order

or regulation of any governmental authority, including, but not limited to,

building, zoning, fire, disability, safety and health ordinances, statues,

regulations and requirements.

EXHIBIT A

FORM OF ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Leases (this "Agreement") is made and

entered into as of the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2002 by and between BerCar II,

LLC, a Massachusetts Limited Liability Company ("Assignor"), and Brooks-PRI

Automation, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, concurrently with the execution and delivery of this Agreement,

Assignor is leasing to Assignee, by a Lease Agreement dated as of \_\_\_\_\_\_\_\_,

2002 by and between Assignor, as Landlord, and Assignee, as Tenant (the "Master

Lease"), that certain real property legally described in Exhibit A attached

hereto and made a part hereof for all purposes (the "Property");

WHEREAS, Assignor has agreed to assign to Assignee a certain lease as

hereinafter set forth;

NOW, THEREFORE, in consideration of the receipt of Ten Dollars ($10.00),

the assumptions by Assignee hereinafter set forth and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged,

Assignor and Assignee agree as follows:

1. Assignor does hereby ASSIGN, SET OVER and DELIVER to Assignee, its

successors and assigns, all of landlord's/lessor's right, title and interest in

that certain Lease dated July 6, 1999, as amended by Amendment A dated as of

August 15, 1999 by and between Assignor, as landlord, and Hittite Microwave

Corporation ("Hittite"), as tenant (the "Hittite Lease"), together with any and

all refundable tenant security and other refundable deposits in landlord's/

lessor's possession with respect to said Hittite Lease as of the date of this

Agreement (collectively, the "Deposits"). A schedule of such Deposits is

attached as Exhibit B.

2. Assignee hereby assumes and hereby covenants and agrees to fully and

faithfully perform, observe and comply with all of the covenants, agreements,

conditions and other terms and provisions stated in the Hittite Lease which,

under the terms of the Hittite Lease, are to be performed, observed, and

complied with by the landlord from and after the date of this Agreement.

Assignee acknowledges that Assignee shall become solely responsible and liable

on the Hittite Lease as landlord thereunder from and after the date hereof and

Assignee hereby agrees to indemnify, release and hold Assignor harmless from

and against any and all claims pertaining to the Hittite Lease, arising from

events occurring from and after the date of this Agreement, including, without

limitation, claims made by Hittite with respect to the Deposit to the extent

paid or assigned to Assignee or for which Assignee received a credit at Closing.

3. This Assignment is made in connection with the Master Lease and on

the condition that in the event of any reversion of the Assignee's interest as

"Tenant" under the Master Lease to Assignor as "Landlord" under the Master

Lease, or its successor as the owner of

the Property, then this Assignment shall be of no further force or effect

thereafter, and the Hittite Lease shall be automatically deemed reassigned to

Assignor. The Assignee shall cooperate in executing any reasonable agreement or

instrument confirming the effect of such reassignment. No such reassignment

shall relieve Assignee from its liabilities and obligations as the holder of the

interest of the landlord named under the Hittite Lease that arise during or with

respect to the period that Assignee holds such interest.

4. This Assignment shall inure to the benefit of, and be binding upon, the

successors, executors, administrators, legal representatives and assigns of the

parties hereto.

5. This Assignment shall be construed under and enforced in accordance

with the laws of the Commonwealth of Massachusetts.

6. This Assignment may be executed in two or more counterparts, and it

shall not be necessary that any one of the counterparts be executed by all of

the parties hereto. Each fully or partially executed counterpart shall be

deemed an original, but all of such counterparts taken together shall

constitute one and the same instrument.

[SIGNATURE PAGE ON FOLLOWING PAGE]

EXECUTED effective as of the date first above written.

ASSIGNOR:

BERCAR II, LLC, by its Managers:

ALTID ENTERPRISES, LLC

By:

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Raymond F. Carye, Manager

By:

-----------------------------

Barbara F. Carye, Manager

SENNEN REALTY TRUST

By:

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Edward F. Carye, Trustee

By:

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Barbara J. Hausman, Trustee

ASSIGNEE:

BROOKS-PRI AUTOMATION, INC.

By:

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Name:

Title:

Exhibit A

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[Description of Real Property]

Exhibit B

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Deposits

EXHIBIT B

FORM OF TENANT ESTOPPEL OF HITITE MICROWAVE CORPORATION

TENANT ESTOPPEL

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To: Brooks-PRI Automation, Inc.

15 Elizabeth Drive

Chelmsford, MA 01824

Attn: Jeffrey J. Myrdek, Global Facilities Manager

Re: Lease dated July 6, 1999, as amended by Amendment A dated as of August 15,

1999 (collectively, the "LEASE") by and between BerCar II, LLC, as landlord

(the "MASTER LANDLORD"), and Hittite Microwave Corporation, as tenant (the

"TENANT"), with respect to the premises described in the Lease as

approximately 34,000 square feet (the "PREMISES") and which are a part of

the property located at 12 Elizabeth Drive, Chelmsford, MA 01824 (the

"PROPERTY").

Ladies and Gentlemen:

The undersigned Tenant understands that Brooks-PRI Automation, Inc. (the

"SUB-LANDLORD") and Master Landlord have or will be entering into a lease

agreement ("MASTER LEASE") whereby Sub-Landlord will be leasing the entire

Property (including the Premises) from Master Landlord. In connection with the

Master Lease, Master Landlord and Sub-Landlord have or will enter into an

Assignment and Assumption of Lease Agreement under which Master Landlord will

assign to Sub-Landlord and Sub-Landlord will assume from Master Landlord,

Master Landlord's interest in the Lease.

Tenant understands that Sub-Landlord will rely upon the information and

matters set forth below in entering into the Master Lease. For purposes of this

certificate the Master Landlord and the Sub-Landlord are referred to

collectively as "LANDLORD".

The Tenant, for the benefit of Sub-Landlord, its successors and assigns,

hereby certifies, represents, warrants, agrees and acknowledges that:

1. The Lease has not been assigned, amended or modified in any way, nor

have the Premises been sublet in whole or in part, except for the following [if

no exceptions are stated, there are NONE]:

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2. A true and complete copy of the Lease, including, if any, all

amendments and modifications, is attached hereto as Exhibit A. There are no

side letters or other arrangements relating to the Premises or the Property.

3. The Lease is presently in full force and effect according to its

terms and is the valid and binding obligation of Tenant.

-1-

4. Neither Tenant nor Landlord is in default under the Lease nor does any

state of facts exist which with the passage of time or the giving of notice, or

both, could constitute a default under the Lease.

5. All conditions under the Lease to be satisfied by Landlord as of the

date hereof (including, without limitation, all work, if any, to be performed by

Landlord in the Premises or the Property) have been satisfied, and all

contributions, if any, required to be paid by Landlord under the Lease to date

for improvements to the Premises have been paid, except as hereafter stated [if

no exceptions are stated, there are NONE]:

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6. Tenant is in possession of the Premises and is fully obligated to pay

and is paying the rent and other charges due under the Lease and is fully

obligated to perform and is performing all of the other obligations of Tenant

under the Lease, except as hereafter stated [if no exceptions are stated, there

are NONE]:

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7. The term of the Lease commenced on , , and expires on

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, .

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8. The Lease does not provide for any payments (including, without

limitation, rent credits) by Landlord to Tenant which are presently due and

payable, or which are due and payable in the future, except as hereafter stated

[if no such payments or credits are stated, there are NONE]:

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9. On this date, to the best of Tenant's knowledge, there are no existing

defenses, set-offs or counterclaims which Tenant has against the enforcement of

the Lease by Landlord, except as hereafter stated [if no exceptions are stated,

there are NONE]:

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10. The base rent being paid under the Lease is $ per month

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($ per annum). The base rent has been paid for the Premises up to and

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including , 2002, and the next rental payment is due on ,

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200 . The monthly common area charges are $ per month ($ per

- ------ -------

annum). The monthly real estate charges are $ per month ($ per

--------- -------

annum). Except as hereafter stated, no rent has been paid more than one (1)

month in advance of the due date [if no advance rents are stated, there are

NONE]:

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------------------------------------------------------------------------------.

11. Tenant shall not make any prepayment of rent under the Lease more than

one (1) month in advance of the due date thereunder.

- 2 -

12. The security deposit is $45,837.00 (the "SECURITY DEPOSIT").

13. Except as hereafter stated, the Tenant has no options or rights to

renew, extend, amend, modify, or change the term of the Lease [if no such

options or rights are stated, there are NONE]: One (1) option to extend for five

(5) years pursuant to Article 13 of the Lease.

14. Except as hereafter stated, the Tenant has no options or rights of

expansion, purchase or first refusal concerning the Lease, Premises or the

building of which Premises are a part [if no such options or rights are stated,

there are NONE]: NONE.

15. Tenant does not have any rights to terminate the Lease other than

those contained in the Lease and any termination rights which may be available

to Tenant upon the occurrence of an event of default by Landlord under the

Lease.

16. There are no actions, whether voluntary or otherwise, pending or

threatened against the Tenant, or any guarantor of the Tenant's obligations

under the Lease, pursuant to the bankruptcy or insolvency laws of the United

States or any similar state laws, and there are no claims or actions pending

against Tenant which if decided against Tenant would materially and adversely

affect Tenant's financial condition or Tenant's ability to perform Tenant's

obligations under the Lease.

17. Tenant has no actual or constructive knowledge of the presence of, or

any processing, use, storage, disposal, release or treatment of any hazardous or

toxic materials or substances at, on or beneath the Premises.

18. A [Notice] [Memorandum] of Lease has been field or recorded at

\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.]

19. This Agreement shall be binding upon Tenant and Tenant's successors

and permitted assigns.

[The balance of this page is intentionally left blank]

-3-

DATED: as of \_\_\_\_\_\_\_\_\_\_ \_\_, 2002 and executed as an instrument under seal

at \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

TENANT:

HITTITE MICROWAVE CORPORATION

By:

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

Name:

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

Its:

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

Hereunto Duly Authorized

Date executed by Tenant: \_\_\_\_\_\_\_\_\_

-4-

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ss. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2002

Then personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Hittite Microwave Corporation, and acknowledged

the foregoing to be such person's free act and deed, as the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of Hittite Microwave Corporation and the free act and deed of said corporation

and made oath that the facts therein stated are true, accurate and complete.

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

, Notary Public

My commission expires:

- 5 -

EXHIBIT A

Copy of Lease

(including all amendments)

-6-

EXHIBIT C

TITLE COMMITMENT

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

FIRST AMERICAN TITLE INSURANCE COMPANY

NATIONAL COMMERCIAL DIVISION

PRUDENTIAL CENTER - 101 HUNTINGTON AVENUE

BOSTON, MASSACHUSETTS 02199

ALTA COMMITMENT NO. 32160

PROPERTY ADDRESS: 12 ELIZABETH DRIVE, CHELMSFORD, MASSACHUSETTS

FIRST AMERICAN TITLE INSURANCE COMPANY, herein called the Company, for valuable

consideration, hereby commits to issue its policy or policies of title insurance

as identified in Schedule A, in favor of the proposed insured named in Schedule

A, as owner or mortgagee of real estate or interest covered hereby in the land

described or referred to in Schedule A, upon payment of the premiums and charges

therefor; all subject to the provisions of Schedules A and B and to the

Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed

insured and the amount of the policy or policies committed for have been

inserted in Schedule A hereof by the Company, either at the time of the issuance

of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of

title insurance and all liability and obligations hereunder shall cease and

terminate six (6) months after the effective date hereof or when the policy or

policies committed for shall issue, whichever first occurs, provided that the

failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned by an

authorized officer or agent of the Company.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust

deed or other security instrument.

2. If the proposed insured has or acquires knowledge of any defect, lien,

encumbrance, adverse claim or other matter affecting the estate or interest

or mortgage thereon covered by this Commitment other than those shown in

Schedule B hereof, and shall fail to disclose such knowledge to the Company

in writing, the Company shall be relieved from liability for any loss or

damage resulting from any act of reliance hereon to the extent the Company

is prejudiced by failure to so disclose such knowledge. If the proposed

insured shall disclose such knowledge to the Company, or if the Company

otherwise acquires, actual knowledge of any such defect, lien, encumbrance,

adverse claim or other matter, the Company at its option may amend Schedule

B of this Commitment accordingly, but such amendment shall not relieve the

Company from liability previously incurred pursuant to paragraph 3 of these

Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named

proposed insured and such parties included under the definition of Insured

in the form of policy or policies committed for and only for actual loss

incurred in reliance hereon in undertaking in good faith (a) to comply with

the requirements hereof, or (b) to eliminate exceptions shown in Schedule

B, or (c) to acquire or create the estate or interest or mortgage thereon

covered by this Commitment. In no event shall such liability exceed the

amount stated in Schedule A for the policy or policies committed for and

such liability is subject to the insuring provisions, exclusions from

coverage, and the conditions and stipulations of the form of policy or

policies committed for in favor of the proposed insured which are hereby

incorporated by reference and are made a part of this commitment except as

expressly modified herein.

4. Any claim of loss or damage, whether or not based on negligence, and which

arises out of the status of the title to the estate or interest or the lien

of the insured mortgage covered hereby or any action asserting such claim,

shall be restricted to the provisions and conditions and stipulations of

this Commitment.

IN WITNESS WHEREOF, the Commitment has caused this Commitment to be signed and

sealed, to become valid when countersigned by an authorized officer or agent of

the Company, all in accordance with its By-Laws. This Commitment is effective as

of the date shown in Schedule A as "Effective Date".

FIRST AMERICAN TITLE INSURANCE COMPANY

/s/ Annette M. Labrecque

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Annette M. Labrecque, Vice President

FIRST AMERICAN TITLE INSURANCE COMPANY

National Commercial Division

101 Huntington Avenue - Prudential Center

Boston, Massachusetts 02199

Tel: (617)772-9219 y (888)505-8558 y Fax: (617)247-8643

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment Number: 32160

1. EFFECTIVE DATE: August 16, 2002

2. POLICY OR POLICIES TO BE ISSUED: AMOUNT OF INSURANCE

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(A) ALTA 1992 LOAN POLICY $ TO BE DETERMINED

PROPOSED INSURED: TO BE DETERMINED

(B) ALTA 1992 LEASEHOLD OWNER'S POLICY $ TO BE DETERMINED

PROPOSED INSURED: BROOKS-PRI AUTOMATION, INC.

3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS

COMMITMENT AND COVERED HEREIN IS FEE SIMPLE AND TITLE HERETO IS AT THE

EFFECTIVE DATE HEREOF VESTED IN: BerCar II, LLC, a Massachusetts Limited

Liability Company, by virtue of a Deed from BerCar LLC, dated April 15, 1998,

recorded with the Middlesex North Registry of Deeds, Book 9206, Page 185.

4. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS SET FORTH ON THE

ATTACHED EXHIBIT A:

PROPERTY ADDRESS: 12 ELIZABETH DRIVE

CITY, STATE: CHELMSFORD, MASSACHUSETTS

COUNTY: MIDDLESEX, NORTH

FIRST AMERICAN TITLE INSURANCE COMPANY

NATIONAL COMMERCIAL DIVISION

101 HUNTINGTON AVENUE

BOSTON, MASSACHUSETTS 02199

By: /s/ HG Stoddard

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Authorized Signatory

EXHIBIT A

LEGAL DESCRIPTION Commitment No. 32160

A certain parcel of land situated on the Southeasterly side of

Elizabeth Drive located in the Town of Chelmsford, Middlesex County,

Commonwealth of Massachusetts, shown as Lot 2 on a plan titled, "Subdivision

Plan of Land in Chelmsford, Massachusetts, as drawn for Raymond A. and Barbara

F. Carye, October 24, 1979, scale 1" - 100', revised February 11, 1980," as

prepared by Merrimack Engineering Services, Inc., 66 Main Street -- Suite 13,

Andover, Massachusetts 01810, recorded in the Middlesex North District, Registry

of Deeds Plan Book 130, Plan 159, bounded and described as follows:

Beginning at a point in the Easterly line of Elizabeth Drive, at the

Eastern corner of said Lot 2 at Land of Raymond and Barbara Carye, shown as Lot

3 on said plan;

Thence

R = 375.0' Length = 230.21 along Elizabeth Drive to the point of

curvature of the roadway marked by a

nail set in the driveway; Thence

S 44 degrees-14'-16" W 129.01' along Elizabeth Drive to a point at land

now or formerly of Raymond A. and

Barbara F. Carye, shown as Lot #1 on the

referenced plan, then turning and

running

S 07 degrees-01'-06" E 400.02' along lands now or formerly of Raymond

A. and Barbara F. Carye, to a point at

land of Alpa Wrecking Company, thence

turning and running

N 82 degrees'-38'-54" E 329.59' along lands now or formerly of Alpa

Wrecking Company, to a point, thence

turning and running

S 58 degrees-06'-44" E 193.00' along lands now or formerly of Alpha

Wrecking Company, to a point at land now

or formerly of Earle and Barbara

Bomenge, thence turning and running

N 51 degrees-36-'45" E 300.00' along lands now or formerly of Earle and

Barbara Bomenge, Otis and Florence

Walker, Barnard and Evelyn George, to a

point at land of Barnard and Evelyn

George, thence turning and running

N 04 degrees-57'-08" E 292.96' along lands now or formerly of Barnard

and Evelyn George, and Graham and Stella

Penny, to a point at land now or

formerly of Graham and Stella Penny,

thence turning and running

N 58 degrees-31'-30" E 267.95' along lands now or formerly of Graham

and Stella Penny to a point at land now

or formerly of Raymond A. and Barbara F.

Carye, known as Lot A, thence turning

and running

N 11 degrees-45'-44" W 165.80' along lands now or formerly of Raymond

A. and Barbara P. Carye, to other lands

now or formerly of Raymond A. and

Barbara F. Carye, known as Lot B on the

S 62 degrees-13'-17" W 216.61' along Lot B, now or formerly of

Raymond A. and Barbara F. Carye to

a point, thence turning and running

S 78 degrees-14'-16" W 445.00' along Lot B, now or formerly of

Raymond A. and Barbara F. Carye, to

a point, thence turning and running

N 46 degrees-45'-44" W 242.86' along Lot B, now or formerly of

Raymond A. and Barbara F. Carye, to

a point, at Elizabeth Drive, being

the point of beginning.

The above described parcel of Land contains an area of 10.625 Acres as shown on

the above referenced plan.

Property Address: 12 Elizabeth Drive, Chelmsford, Massachusetts

SCHEDULE B - Section 1 COMMITMENT NO. 32160

REQUIREMENTS

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

ITEM A) Payment to or for the account of the grantors or mortgagors of

the full consideration for the estate or interest to be insured.

ITEM B) Payment of the premiums, fees and charges for the policy.

ITEM C) Payment of all taxes, charges, assessments, levied and assessed

against the subject premises, which are due and payable.

ITEM D) Proper instrument(s) creating the estate or interest to be

insured must be Executed and duly filed for record, to wit:

a) Lease from BerCar II, LLC to Brooks-PRI Automation, Inc.

to be insured.

b) Mortgage from proposed Owner to proposed Lender to be

insured.

c) Certificate of Municipal Liens.

d) Release, Termination, Discharge of the following matters

which appear of public record: See Schedule B items 7, 8,

15, 16 & 17

ITEM E) Satisfactory completion of a standard Mechanic Lien/Parties in

Possession Affidavit and Indemnity Form alleging that any

improvements and/or repairs or alterations thereto are completed,

that contractor, sub-contractors, labor and materialmen are all

paid and have released of record all liens or notice of intent to

perfect a lien for labor or material, plus identification of

parties in possession, including rent roll, if appropriate.

ITEM F) Full on ground Title Insurance Survey and standard surveyor

report which locates and defines all recorded exceptions noted in

Schedule B, section 2 and reflecting issues which are

satisfactory in the Company's sole discretion.

ITEM G) The Company may make other requirements or exceptions upon its

review of the proposed documents creating the estate or interest

to be insured, or otherwise ascertaining details of the

transaction.

ITEM H) Authority documents for all parties executing documents.

NOTE: THIS COMPANY RESERVES THE RIGHT TO MAKE ADDITIONAL REQUIREMENTS AND/OR

EXCEPTIONS UPON REVIEW OF SAID DOCUMENTS.

SCHEDULE B - SECTION 2 COMMITMENT NO. 32160

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following

unless the same are disposed of to the satisfaction of the Company.

1. Any facts, rights, interests, or claims which are not shown by the public

records but which would be ascertained by an inspection of said land or by

making inquiry of persons in possession thereof.

2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments,

or any other facts which a correct survey would disclose, and which are not

shown by public records.

3. Any lien, or right to a lien, for services, labor or material heretofore or

hereafter furnished, imposed by law and not shown by the public records.

4. Real estate taxes and municipal charges which constitute liens.

5. Title to and rights of the public and others entitled thereto in and to

those portions of the insured premises lying within the bounds of adjacent

streets, roads and ways.

6. Easements granted by Raymond A. Carye and Barbara F. Carye to Chelmsford

Water District dated June 17, 1980, and recorded in Book 2425, Page 129, as

affected by a Revised Easement dated October 16, 1981, and recorded in Book

2506, Page 621.

7. Easements granted by Raymond A. Carye and Barbara F. Carye to Massachusetts

Electric Company and New England Telephone and Telegraph Company dated June

18, 1980, and recorded in Book 2425, Page 127, as affected by revised

easement dated October 15, 1981, and recorded in Book 2510, Page 591.

8. Drainage easements granted by Raymond A. Carye and Barbara F. Carye dated

November 28, 1983, and recorded in Book 2682, Page 636.

9. Declaration of Common Easement by Raymond A. Carye and Barbara F. Carye

dated

June 23, 1981, recorded in Book 2485, page 445.

13. Easement Agreement by Raymond A. Carye and Barbara F. Carye, as Trustees of

12 Elizabeth Drive Realty Trust, dated November 19, 1984, recorded in Book

2909, page 21.

15. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture

Filing from BerCar II, LLC to Archon Financial, L.P., dated April 16,

1998, recorded with said Deeds, Book 9212, page 38.

16. Assignment of Leases and Rents from BerCar II, LLC to Archon Financial,

L.P., dated April 16, 1998, recorded with said Deeds, Book 9212, Page 87.

17. UCC Financing Statement from BerCarr II, LLC to Archon Financial, L.P.,

recorded with said Deeds, Book 9212, Page 101, as assigned to LaSalle

National Bank Association, as Trustee for the GS Mortgage Securities

Corporation II, Commercial Pass-Through Certificates, Series 1998-C1,

recorded with said Deeds, Book 12990, page 102.

END OF SCHEDULE

/s/ illegible signature

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Authorized Signature

Exhibit D

Purchase Option Closing Procedures

Closing Date: The date (the "Closing Date") when the deed to the demised

premises shall be delivered and the Purchase Price shall be paid (the "Closing")

shall be the date elected by Tenant by written notice given not less than 30

days prior, and shall be no earlier than January 2, 2015, and no later than

September 30, 2015. The Closing shall take place at 10:00 a.m. on the Closing

Date at the demised premises or at such other location as the parties shall

agree in writing.

Seller's Deliveries: At the Closing, Landlord shall deliver to Tenant or its

nominee or assignee (i) a fully executed and acknowledged quitclaim deed

transferring fee simple title (which shall be a one hundred percent (100%)

ownership interest) in and to the demised premises, free and clear of all

encumbrances other than Approved Exceptions, as hereinafter defined, (ii) an

affidavit or certificate satisfying the requirements of Section 1445 of the

Internal Revenue Code of 1986, as amended (the "FIRPTA Certificate"), (iii) such

certificates or other instruments (including but without limitation (x) an

affidavit that there are no tenants or other parties in possession of the

demised premises (other than Tenant and any parties claiming under Tenant) and

that Landlord has no knowledge of any work having been done at the demised

premises (other than by Tenant or any parties claiming under Tenant) which would

entitle anyone now or hereafter to claim a mechanics' or materialmen's lien on

the demised premises and (y) evidence of Landlord's authority as may be

reasonably required by Tenant) which are customary in like transactions in the

greater Boston area (including, if and to the extent applicable, an assignment

without warranty or representation of any other property rights of Landlord with

respect to the demised premises) and (iv) a 1099 tax reporting form.

Purchase Price: The "Purchase Price" for the demised premises shall be paid to

the Landlord at the Closing in cash or by wire transfer or certified funds

check.

Title: At the Closing, Landlord shall deliver to Tenant or, if Tenant so directs

by notice to Landlord at least three (3) days prior to Closing, to Tenant's

nominee or assignee, a good and sufficient quitclaim deed to the demised

premises, which shall convey good, record and marketable title to the demised

premises free and clear of all liens, municipal betterments, assessments,

easements, restrictions and encumbrances of any nature or description

whatsoever, except the following (the "Approved Exceptions"):

i. provisions of applicable building codes and zoning laws;

ii. liens for municipal betterments;

iii. rights, easements, restrictions and other title matters of record

which are set forth in the Title Commitment, and such other title

matters arising after the date hereof which are consented to in

writing by Tenant, created by Tenant or result from Tenant's failure

to act; and

iv. the Lease (and the notice of lease with respect thereto) and parties

in possession thereunder (i.e., only Tenant or any party claiming

under Tenant).

Registered Title. In addition to the foregoing, if the title to the demises

premises or any portion thereof is registered, the deed shall be in form

sufficient to entitle Tenant to a Certificate of Title for the demised

premises, and Landlord shall deliver with said deed all instruments, if any,

necessary to enable Tenant to obtain such Certificate of Title.

Lease: The Original Term of the Lease shall be extended beyond September 30,

2014 to the Closing Date and shall terminate as of the Closing, subject to any

undischarged obligation of either party thereunder which is by the terms thereof

to survive the termination thereof.

Use of Purchase Money to Clear Title: In order to enable Landlord to make

conveyance as herein provided, Landlord may, at Closing, use the Purchase Price

or any portion thereof to clear title of any or all encumbrances or adverse

interests, and all instruments required therefore shall be procured and recorded

simultaneously with the recording of Landlord's deed of the Property or

thereafter, provided other reasonably satisfactory arrangements for the

procuring and recording of such instruments are made at Closing.

Adjustments: The Purchase Price shall not be subject to any adjustment.

Closing Costs: Tenant shall pay all premiums for any and all title insurance

policies it may obtain with respect to the Property. All real estate transfer

taxes shall be borne by Landlord. All other costs and expenses, if any, shall

be borne by the respective parties in accordance with standard conveyancing

practices in the greater Boston area prevailing on the Closing Date for similar

transactions.

Remedies: If Landlord fails to fulfill obligation to convey the demised

premises to Tenant pursuant to the Purchase Option as provided in the Lease and

this Exhibit D, Tenant shall have the following rights and remedies, all of

which shall be cumulative except to the extent otherwise provided by applicable

law (it being understood that Tenant's right to obtain the remedy of specific

performance is conditioned upon payment in full to Landlord of the Purchase

Price hereunder):

(A) Seek specific performance of the Purchase Option (Landlord hereby

acknowledging that the demised premises are unique and, for that reason, among

others, Tenant will be irreparably damaged if the Purchase Option is not

specifically enforced. Accordingly, in the event of any breach or default of

the Purchase Option by Landlord, Landlord hereby irrevocably stipulates that

Tenant shall have, without prejudice to any right or remedy otherwise available

at law or in equity, the right to demand and have specific performance of the

Purchase Option);

(B) Seek actual damages provided that such damages shall not exceed One Million

and 00/100 Dollars ($1,000,000); or

(C) Seek a restraining order and/or injunction to prevent Landlord from selling

or encumbering or otherwise transferring the Property to any other party.

In the event of Landlord's default of its obligations under the Purchase

Option, Tenant at all times shall have the right to continue its use and

occupancy of the Property pursuant to the Lease until resolution of Landlord's

default.

EXHIBIT E

FORM OF NOTICE OF LEASE

NOTICE OF LEASE

Notice is hereby given pursuant to Chapter 183, Section 4 of the General Laws,

of a lease upon the following terms:

Landlord: BerCar II, LLC,

a Massachusetts limited liability company

Tenant: Brooks-PRI Automation, Inc.

a Delaware corporation

Date of Lease \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2002

Execution:

Demised Premises: A certain parcel of land, with the building thereon,

situated at 12 Elizabeth Drive, Chelmsford,

Massachusetts, as more particularly described on

Exhibit A attached hereto and incorporated herein.

Term and Approximately twelve (12) years, commencing on or about

Commencement Date: October 1, 2002 and expiring on September 30, 2014.

Extension Options: Two (2) extension options of ten (10) years each

pursuant to and subject to the terms and provisions of

Sections 1.5 and 1.6 of the Lease.

Right to Purchase: Tenant, at its election, has a one (1) time right to

purchase the entire Premises pursuant to and subject

to the terms and provisions of Article 16 of the Lease.

Executed as an instrument under seal this \_\_\_\_day of \_\_\_\_\_\_\_\_, 2002.

LANDLORD: TENANT:

BerCarII, LLC Brooks-PRI Automation, Inc.

By: By:

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

Name: Name:

Title: Title:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_\_\_\_\_, ss. \_\_\_\_\_\_\_\_\_\_\_\_, 2002

Then personally appeared the above-named \_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_ of

\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of the \_\_\_\_\_\_\_\_\_ (in its capacity as

\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_), and acknowledged the foregoing instrument to be his/her

free act and deed in said capacity and the free act and deed of said \_\_\_\_\_\_\_\_\_\_

(in its capacity as \_\_\_\_\_\_\_\_\_\_ of said \_\_\_\_\_\_\_\_\_), before me,

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

, Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_\_\_\_\_, ss. \_\_\_\_\_\_\_\_\_\_\_\_, 2002

Then personally appeared the above-named \_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_ of

\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_, and acknowledged the foregoing instrument to be

his/her free act and deed in said capacity and the free act and deed of said

\_\_\_\_\_\_\_\_\_\_, before me,

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

, Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT F

LIST OF ENVIRONMENTAL REPORTS

(1) Phase I Environmental Site Assessment, 12 Elizabeth Drive, Chelmsford, MA,

by Hopkins Environmental Management, Inc., dated March 22, 1996.

(2) Phase I Environmental Site Assessment, 12 Elizabeth Drive, Chelmsford,

Massachusetts, by ENSR, 155 Otis Street, Northborough, Massachusetts, dated

March 1998.

(3) Phase I Environmental Site Assessment, 12 Elizabeth Drive, Chelmsford,

Massachusetts, by JM Coull, Inc., [draft dated, September 6, 2002].