# Exhibit 1

## GlobalFoundries, U.S. 2 LLC's Responses to Conservation Law Foundation, Inc.'s Initial and Supplemental Discovery Requests

**Q.CLF.GF.2. Please identify and describe:**

- **a.** **each Person and entity other than GLOBALFOUNDRIES U.S. 2 LLC (e.g., tenant, renter, lessee, occupant, business partner, sister company, subsidiary, etc.) now using any portion of the Essex facility or that will use any portion of the Essex facility on or after October 1, 2022;**
- **b.** **which utility service territory each such Person or entity is currently located in;**
- **c.** **which utility service territory each such Person or entity will be located in on or after October 1, 2022;**
- **d.** **the annual energy consumption by each such Person or entity from 2018 to present; and**
- **e.** **whether GF monitors, meters, or otherwise measures electricity consumption for each**

A.CLF.GF.2.

a. ASK-IntTag, LLC, New England Federal Credit Union, Garnet EMS, Marvell, and IBM.

b. The above tenants are not presently retail customers of any electric utility. They occupy space within the Essex facility of GLOBALFOUNDIES U.S. 2 LLC, which is currently within Green Mountain Power's service territory.

c. GLOBALFOUNDRIES U.S. 2 LLC objects on the ground that this request calls for speculation.

   Without waiving those objections, GLOBALFOUNDRIES U.S. 2 LLC responds as follows: Assuming the proposed self-managed utility is in operation as of October 1, 2022, and the above tenants remain in place, the tenants would not be retail customers of any electric utility.

d. GLOBALFOUNDRIES U.S. 2 LLC objects on the ground that the request seeks confidential and proprietary information concerning third parties that is neither relevant nor proportional to the needs of the case.

e. GLOBALFOUNDRIES U.S. 2 LLC monitors ASK-IntTag, LLC's electricity consumption for purposes of annually reconciling the cost of this and other additional services under ASK-IntTag, LLC's lease. GLOBALFOUNDRIES U.S. 2 LLC does not meter or monitor the other tenants' electricity usage.

**STATE OF VERMONT**
**PUBLIC UTILITY COMMISSION**

| | | |
|---|---|---|
| Petition of GLOBALFOUNDRIES U.S. 2 LLC for a Certificate of Public Good pursuant to 30 V.S.A. § 231 to establish and operate a Self-Managed Utility. | ) ) ) ) | Case No. 21-1107-PET |
| Petition of Green Mountain Power Corporation for approval to modify service territory pursuant to 30 V.S.A. § 249 | ) ) ) | Case No. 21-1109-PET |

**GLOBALFOUNDRIES U.S. 2 LLC'S SECOND SUPPLEMENTAL RESPONSES TO CONSERVATION LAW FOUNDATION, INC.'S INITIAL INTERROGATORIES AND REQUESTS TO PRODUCE**

Petitioner GLOBALFOUNDRIES U.S. 2 LLC, by and through counsel, submits these supplemental responses to the Conservation Law Foundation, Inc.'s Initial Requests to Admit, Interrogatories, and Requests to Produce to GLOBALFOUNDRIES U.S. 2 LLC as follows:

**Responses to Interrogatories**

**Q.CLF.GF.2. Please identify and describe:**

**d. the annual energy consumption by each [Person and entity other than GLOBALFOUNDRIES U.S. 2 LLC (e.g., tenant, renter, lessee, occupant, business partner, sister company, subsidiary, etc.) now using any portion of the Essex facility or that will use any portion of the Essex facility on or after October 1, 2022] from 2018 to present; . . . .**

A.CLF.GF.2.

d. GLOBALFOUNDRIES U.S. 2 LLC objects on the ground that the request seeks confidential and proprietary information concerning third parties that is neither relevant nor proportional to the needs of the case.

**Supplemental Response:** Without waiving the foregoing objection, GLOBALFOUNDRIES U.S. 2 LLC responds as follows: ASK-IntTag's electricity usage was 439,226 kWh for 2018, 525,334 kWh for 2019, 437,842 for 2020, and 206,667 for the first half of 2021 (through June 30, 2021).

**Q.CLF.GF.10. In response to Q.PSD.GF.4, GF states that GF "will not engage directly and regularly in the manufacture, transmission, distribution, or sale of gas or electricity to the public, but may at times engage in incidental operations that bring it within the scope of 30 V.S.A. § 203(2). For example, when GF Power Division procures power in excess of its requirements, it will sell that power back into the market."**

a. **Identify and describe with specificity all incidental operations that GF will engage in that bring GF within the scope of 30 V.S.A. § 203(2).**

b. **For each incidental operation identified above, state the expected frequency and duration of the incidental operation.**

c. **With respect to the example quoted above, is it GF's position that this activity constitutes a wholesale sale of power? If the answer is no, explain why this activity is not a wholesale sale of power.**

d. **With respect to a wholesale sale of power, is it GF's position that this activity is subject to regulation by the Commission, FERC, or by both the Commission and FERC? Provide the statutory citations that support your response.**

A.CLF.GF.10.

a. See response to Q.PSD.GF.4.

b. GLOBALFOUNDRIES U.S. 2 LLC objects to this request on the ground that it calls for speculation.

   Without waiving those objections, GLOBALFOUNDRIES U.S. 2 LLC responds as follows: GLOBALFOUNDRIES U.S. 2 LLC will supply electricity to the railroad crossing signals on its campus on a continual basis. GLOBALFOUNDRIES U.S. 2 LLC cannot predict when it may need to sell excess electricity back into the market; it has done so in connection with electricity purchased for its New York facilities from time to time.

c. GLOBALFOUNDRIES U.S. 2 LLC objects to this request on the ground that it calls for legal reasoning and contentions, and further objects to the extent it calls for information subject to the attorney-client privilege or work product doctrine.

d. GLOBALFOUNDRIES U.S. 2 LLC objects to this request on the ground that it calls for legal reasoning and contentions, and further objects to the extent it calls for information subject to the attorney-client privilege or work product doctrine.

**Supplemental Response:** Without waiving the foregoing objection, GLOBALFOUNDRIES U.S. 2 LLC responds as follows: The electric transmission infrastructure serving the Essex facility includes two 115 kV breakers that contain sulfur hexafluoride gas, as is standard. During maintenance of the breakers, the gas is reclaimed; it is not release to the atmosphere.

**Q.CLF.GF.10. In response to Q.PSD.GF.4, GF states that GF "will not engage directly and regularly in the manufacture, transmission, distribution, or sale of gas or electricity to the public, but may at times engage in incidental operations that bring it within the scope of 30 V.S.A. § 203(2). For example, when GF Power Division procures power in excess of its requirements, it will sell that power back into the market."**

**c. With respect to the example quoted above, is it GF's position that this activity constitutes a wholesale sale of power? If the answer is no, explain why this activity is not a wholesale sale of power.**

**d. With respect to a wholesale sale of power, is it GF's position that this activity is subject to regulation by the Commission, FERC, or by both the Commission and FERC? Provide the statutory citations that support your response.**

A.CLF.GF.10.

c. GLOBALFOUNDRIES U.S. 2 LLC objects to this request on the ground that it calls for legal reasoning and contentions, and further objects to the extent it calls for information subject to the attorney-client privilege or work product doctrine.

**Supplemental Response:** Without waiving the foregoing objections, GLOBALFOUNDRIES U.S. 2 LLC responds as follows: While the request does not specify what is meant by "the wholesale sale of power" or whether a particular definition is intended, GLOBALFOUNDRIES U.S. 2 LLC agrees that the sale of power back into the market could be characterized as a wholesale sale of power.

d. GLOBALFOUNDRIES U.S. 2 LLC objects to this request on the ground that it calls for legal reasoning and contentions, and further objects to the extent it calls for information subject to the attorney-client privilege or work product doctrine.

**Supplemental Response:** Without waiving the foregoing objections, GLOBALFOUNDRIES U.S. 2 LLC responds as follows: The wholesale sale of power is primarily regulated by FERC, but such regulation does not preempt all state regulation over facilities employed in and entities engaged in power sales. The Commission may

# Exhibit 2

## GlobalFoundries, U.S. 2 LLC Responses to Public Utility Commission's August 20, 2021 Requests for Information

**i. Does GlobalFoundries require additional people or entities not currently involved in this proceeding to transfer the Docket 4764 CPG? If so, please indicate whether a transfer application could be filed with the Commission within 90 days of the issuance of a CPG.**

**Response:** Petitioner believes IBM will need to participate to the extent of providing consent to the transfer. A transfer application could be filed with the Commission within 90 days of the issuance of a CPG.

**ii. Please identify whether GlobalFoundries or GMP would make this filing.**

**Response:** GMP would make the filing to remove IBM as a co-petitioner.

**2. GlobalFoundries has identified five current tenants at the Essex facility: ASK-IntTag, LLC; New England Federal Credit Union; Garnet EMS; Marvell; and IBM. For each of the current tenants, please provide the following responses.**

**a. Does GlobalFoundries anticipate that each tenant will remain a tenant of GlobalFoundries should the Commission approve GlobalFoundries' request to operate a self-managed utility?**

**Response:** While GLOBALFOUNDRIES U.S. 2 LLC cannot state with certainty whether each of the tenants will continue its occupancy as of October 1, 2022 when the Self-Managed Utility would commence operation, GLOBALFOUNDRIES U.S. 2 LLC plans to continue to lease space to tenants.

**b. If the tenant will remain a tenant, please describe how that tenant will be supplied power. Include in that description an explanation of the legal arrangement that currently exists to supply the tenant with power and how, if at all, that legal arrangement will change should the self-managed utility be approved.**

**Response:** At present, four of the tenants—New England Federal Credit Union, Garnet EMS, Marvell, and IBM—are provided electricity by GLOBALFOUNDRIES U.S. 2 LLC under their leases with no additional charge. ASK-IntTag LLC ("ASK") pays additional sums for electricity usage as follows:

- The lease between ASK and GLOBALFOUNDRIES U.S. 2 LLC sets a fixed monthly fee for office electricity (see GF-310, previously produced).
- The lease treats the cost of manufacturing electricity, alongside certain other expenses, as "additional rent." GLOBALFOUNDRIES U.S. 2 LLC meters ASK's manufacturing electricity, and calculates its share of the overall facility electrical costs based on the

metering. ASK makes a monthly estimated payment of additional rent for all additional services, which is subject to an annual reconciliation based on actual costs incurred. If the actual costs in a given year exceed the estimated payments by 5% or more, ASK is required to pay the difference. (These provisions are detailed at GF-312 – GF-314.)

GLOBALFOUNDRIES U.S. 2 LLC intends to continue the existing arrangements with its tenants if the Self-Managed Utility is approved, absent a CPG condition limiting its ability to pass through ASK's pro rata share of the facility electricity costs.

c. **If GlobalFoundries does not anticipate that any of the current tenants will remain tenants should the Commission approve GlobalFoundries' request to operate a self-managed utility, please explain whether GlobalFoundries would commit to disallowing tenants at the Essex facility or, alternatively, how a tenant would be supplied with power.**

**Response:** As noted above, GLOBALFOUNDRIES U.S. 2 LLC presently anticipates that it will continue to lease space to tenants if the Commission approves the Self-Managed Utility, and it does not anticipate that the means of supplying power to tenants will materially change from how it is currently provided. Leasing space within the Essex Facility is important to the operation of the site; not only does it utilize excess space and bring in revenue to cover costs, but some tenants also have operations intertwined with and essential to GLOBALFOUNDRIES U.S. 2 LLC's manufacturing at the site. Moreover, continuing to lease vacant space at the facility to other companies supports economic development in Vermont and provides high paying jobs.

d. **Please indicate whether GlobalFoundries currently charges each tenant a price for power, either directly through a meter or submeter or indirectly through an additional charge embedded in rent or otherwise. Please describe if this practice would remain the same or how it would be changed should the Commission approve GlobalFoundries' request to operate a self-managed utility and the tenant remains.**

**Response:** GLOBALFOUNDRIES U.S. 2 LLC passes through ASK's pro-rata share of facility electricity costs as detailed in response to Question 1(b), above; the remaining tenants do not pay for electricity. This practice would remain the same if the Self-Managed Utility is approved, absent a CPG condition limited its ability to pass through ASK's pro rata share of the facility electricity costs.

# Exhibit 3

**“Exhibit MOU-2”**

**Exhibit MOU-2**

**Proposed Service Territory of the GF Self-Managed Utility**

# Exhibit 4

**GlobalFoundries U.S. 2 LLC's Responses to**

**Department Of Public Service's**

**First Set Of Discovery**

**Q.PSD.GF.4. Please refer to 30 V.S.A. § 203(1) and (2). Please state whether and how GF and/or part of its business will be engaged "in the manufacture, transmission, distribution, or sale of gas or electricity directly to the public or to be used ultimately by the public for lighting, heating, or power and so far as relates to their use or occupancy of the public highways."**

A.PSD.GF.4.

GLOBALFOUNDRIES U.S. 2 LLC's GF Power Division will not engage directly and regularly in the manufacture, transmission, distribution, or sale of gas or electricity to the public, but may at times engage in incidental operations that bring it within the scope of 30 V.S.A. § 203(2). For example, when GF Power Division procures power in excess of its requirements, it will sell that power back into the market. Additionally, the GF Power Division will supply (at its own cost) electricity to two railroad crossing signals on railroad property at crossings on the GLOBALFOUNDRIES U.S. 2 LLC campus.

Person(s) Responsible for Response: Gregory L. Rieder
Title of Person(s): Principal Member of the Technical Staff, GLOBALFOUNDRIES U.S. 2 LLC
Date: May 17, 2021

# Exhibit 5

## Redacted ASK-intTag, LLC Lease

(b) Payment Schedule of Base Rent. Base Rent is payable in equal monthly installments of $ (each payment, a **"Monthly Installment"**), starting on the first day of the calendar month on or following the Term Commencement Date. If the Tenant leases the Leased Premises for a period less than one (1) month, Landlord shall only charge Tenant the pro rata portion of the Monthly Installment for such month. With respect to any month during the Term, the Tenant shall pay such Monthly Installment (or prorated portion thereof) on the first day of such calendar month (each, a **"Payment Date"**), except with respect to the initial payment of Base Rent, which shall be prorated for the remaining portion of the calendar month following the Term Commencement Date and due on the Term Commencement Date.

(c) Services Charges Included in Base Rent. Charges with respect to the Included Services described under Section 5.01(a) shall be included in Base Rent. Landlord shall make all payments of real estate taxes with respect to the Leased Premises and Tenant shall have no liability therefor. The Leased Premises shall be depreciable by Landlord only. Landlord shall obtain at its expense an insurance policy covering the Building, as more specifically described in Section 9.02(a).

For the avoidance of doubt, fluctuations in Landlord Service levels, whether or not caused by Tenant's actions or inactions, will not result in any adjustment in Base Rent.

Section 3.03. Additional Rent. (a) In addition to Base Rent, Tenant shall pay all other sums and charges required to be paid by Tenant under the terms of this Lease (including without limitation, penalties for late rent, the cost of any increases in insurance required to be carried by Landlord due to Tenant's actions or inactions) and, with respect to "Additional Required Services" (as defined in Section 5.01(b)) and "Additional Optional Services" (as defined in Section 5.01(c)) (collectively **"Additional Services"**), within thirty (30) days after receipt of Landlord's invoice therefor, unless a different payment period is expressly agreed upon in this Lease or in the Services Agreement. Such sums and charges are nonrefundable (unless otherwise expressly stated herein) and shall be deemed to be and shall constitute and are sometimes but not always referred to herein as "**Additional Rent**". In the event of nonpayment of Additional Rent, Landlord shall have all the rights and remedies with respect thereto as is in this Lease and at Law provided for in the case of nonpayment of Annual Rent, Base Rent or rent.

(b) Unless otherwise agreed by the parties, charges for "Additional Services" shall accrue only after Landlord provides and invoices Tenant for such services.

Section 3.04. Exclusions from Annual Rent. Unless otherwise agreed to by the parties, Tenant shall be responsible to acquire and pay for such services that are not included in the Landlord Services, without assistance from Landlord, but with Landlord's prior approval as to the nature, scope and the providers of the services.

Section 3.05. Audit/Reconciliation of Charges.

(a) Landlord shall maintain an accurate accounting system which shall include accounting records that will allow ready identification of all charges included in invoices for Additional Services which Landlord submits to Tenant for payment.

(b) Not later than one (1) full calendar year following the date that Tenant receives an invoice to pay Additional Rent (which shall include Landlord's calculations of the items comprising Additional Rent) (the "**Audit Period**"), Tenant and its duly authorized representatives shall be afforded reasonable access at the Complex to Landlord's books, accounts and records, and the like relating to the charges set forth in that invoice to verify Landlord's charges. All such audits shall be undertaken at reasonable times and in conformance with generally accepted auditing standards. Tenant shall have the right to photocopy such records for its review; provided, however, that such copies shall be returned to Landlord promptly upon the conclusion of the audit. Tenant may exercise the audit rights under this Section 4.05, but only subject to the following: (i) Tenant shall provide Landlord with written notice of Tenant's intent to exercise it's audit rights at least forty-five (45) days prior to the commencement of the audit, (ii) Landlord shall not be obligated to maintain and/or provide to Tenant any records related to invoices received by Tenant outside of the Audit Period, (iii) such audit must be commenced within thirty (30) days after end of the forty-five (45) day notice period, (iv) such audit must be concluded within ninety (90) days after it has commenced, (v) such audit, and any information and/or documents requested for such audit, shall be reasonably conducted or requested, as the case may be, and not burdensome to Landlord, taking into account the limited scope and purpose of the audit rights under this Section 4.05, and (vi) the audit rights under this Section 4.05 shall not be exercised more than once per calendar year.

(c) Notwithstanding anything in this Agreement to the contrary, the following information and/or documents shall not be provided by Landlord to Tenant for any reason, and shall not be included in the audit rights under this Section 4.05: Information and/or documents: (i) disclosure of which Landlord, in it's sole discretion, determines will result in a violation or breach of an agreement between Landlord and a third party, (ii) related to Landlord's cost in providing the Landlord Services (including any prices paid by Landlord to Landlord's suppliers/service providers) with the exception of Landlord's costs of electricity and fuel, and (iii) related to Landlord's charges/prices to other tenants (Landlord and non-Landlord tenants) for such services.

(d) Up until three hundred and eighty (380) days have expired following receipt of an invoice from Landlord, but not thereafter for any reason, Tenant may make good faith objections to any charge in the invoice at issue if based on evidence and, if Landlord disputes Tenant's challenge, the parties agree to follow the dispute resolution procedures set forth in Section 31.01.

(e) Landlord, upon a good faith discovery of a discrepancy in Landlord's billing, shall have one (1) full calendar year plus ten (10) business days from Landlord's invoice date to rectify the discrepancy by either crediting Tenant's account or invoicing Tenant, as applicable.

LEASED PREMISES "AS IS"; LANDLORD'S CONSTRUCTION

Section 4.01. Leased Premises "As Is".

(a) The Tenant's taking of possession of and operation in the Leased Premises after the Landlord performs the Transitional Construction Services (as defined in Section 4.02) shall be evidence that the Leased Premises were in the condition required by the terms of this Lease when the Tenant took possession. No promise of the Landlord, including any promise to alter, remodel or improve the Leased Premises or the Building, and no representations, including representations respecting the condition of the Leased Premises or the Building or Land, have been made by the Landlord to the Tenant, except as provided in this Lease.

(b) Landlord warrants that all electrical, plumbing and HVAC systems serving the Leased Premises shall be in good working order on the Commencement Date and the Landlord further warrants that the structural elements and roof on the Building are in good repair and working order. Subject to the foregoing warranties, Tenant accepts possession of the Leased Premises in their "**AS IS**" condition "**WITH ALL FAULTS**" and Landlord, except as otherwise provided in this Lease, shall not be required to perform any work or furnish any materials or provide any services to or in connection with the Leased Premises prior to or during the Term except as specifically provided in the Statement of Work dated February __, 2009 (the "**TCS SOW**") attached to the TSA (as defined above).

Section 4.02. Transitional Construction Services.

Separate from, and in addition to, any services Landlord shall perform under this Lease, the parties acknowledge that Landlord shall perform those certain construction and engineering services as set forth in the TCS SOW.

ARTICLE FIVE

SERVICES

Section 5.01. Landlord Services To Be Provided by Landlord.

(a) During the Term, Landlord shall furnish to or for the benefit of the Leased Premises the following services, utilities, supplies and facilities (collectively, "**Included Services**") to be included in Base Rent. Tenant hereby agrees that Landlord, or its designated agent, shall be the only provider of Included Services, unless Landlord gives Tenant its prior written consent to obtain Included Services from a third party.

(1) Hot and cold running domestic water for Tenant's normal office purposes to currently installed sinks and fountains in the Leased Premises, consistent with current usage in the Complex, as provided by the local city water department.

| | COLD | HOT |
|---|---|---|
| Temperature Range: | 55°F to 60°F | 100°F to 110°F |

(2) Heat, ventilation and air conditioning ("HVAC") as currently provided during normal business hours.

Winter/Summer Temperature Range: 65°F to 75°F.

(3) Cleaning and janitorial services, described in ATTACHMENT A-1, to the Common Facilities and the Parking Areas.

(4) Maintenance of the Complex, described in ATTACHMENT A-2.

(5) Removal of ice and snow from the front entrance to the Building and the sidewalks thereof, the Common Facilities and Parking Areas.

(6) Vermin extermination in the Building (upon reasonable request).

(7) Security and Emergency Services, described in ATTACHMENT A-3.

(8) Sanitary waste service system for Tenant's normal office purposes, consistent with current use.

(b) During the Term, Landlord shall furnish to or for the benefit of the Leased Premises the following services, utilities, supplies and facilities (collectively, **"Additional Required Services"**), subject to reimbursement of all costs incurred therefor as set forth in ARTICLE THREE or elsewhere in this Lease. Additional Required Services shall be included as Additional Rent. Tenant shall not be permitted to procure such Additional Required Services from any other third party without Landlord's prior written consent. Estimated charges and billing schedules for Additional Required Services are set forth on ATTACHMENT B.

(1) Electricity – (A) Tenant shall pay the actual (with respect to non-office space) costs of electricity consumed by Tenant at the Leased Premises (the "**Electrical Costs**") during each calendar year during the Term. Within thirty (30) days after the close of each calendar year month during the Term, Landlord shall send Tenant a statement and supporting documentation which sets forth the Electrical Costs incurred during such month, and Tenant shall pay Landlord the Electrical Costs as Additional Rent within thirty (30) days after Tenant receives Landlord's statement and supporting documentation. Calculation of Electrical Costs for non-office space shall be based on the consumption and demand charges per kilowatt hour set forth in the invoice of the Complex's electric utility service provider. The measurement of

consumption shall be determined by meters which have been purchased and installed by Landlord at its sole expense and are dedicated to the Leased Premises. Consumption for non-office space shall be verified in writing by Landlord's meter reader. Electrical Costs for non-office space shall be the cost billed to Landlord without markups of any kind. On or prior to the Term Commencement Date, Landlord agrees to notify Tenant of the then-current electrical rate and Tenant hereby acknowledges and understands that such rate may increase or decrease during the Term of the Lease.

(B) Additionally, Landlord shall charge Tenant a separate fee based on projected electricity needs for office space within the Leased Premises as set forth in ATTACHMENT B.

(2) Process cooling water for Tenant's equipment.

(3) Emissions handling and abatement, to the extent IBM deems necessary.

(c) At its sole cost, Tenant shall furnish to or for the benefit of itself and the Leased Premises all other services and supplies not agreed upon herein to be Included Services or Additional Required Services, with Landlord's prior consent as to the nature, scope and the provider of the services. During the Term, at Tenant's request and expense, Landlord shall furnish to or for the benefit of the Leased Premises the following services, utilities, supplies and facilities (collectively, **"Additional Optional Services"**, and together with Included Services and Additional Required Services, **"Landlord Services"**). Additional Optional Services shall be included as Additional Rent. Estimated charges and billing schedules for Additional Optional Services are set forth on ATTACHMENT B.

(1) Cleaning and janitorial services, described in ATTACHMENT A-1, to the Leased Premises.

(2) Compressed air up to a maximum capacity of 450 Nl/min.

(3) Facilities space planning and construction management for future projects shall be governed by the terms and conditions of the TSA.

(4) Any other service requested by Tenant and agreed to by Landlord that is not included as an Included Service or an Additional Required Service.

(5) Access to Complex mail room, described in ATTACHMENT A-4.

(d) Information technology and telephone services shall not be a service or utility provided under this Lease. Tenant agrees to contract for such services and utilities with a third-party service provider approved by Landlord or Landlord's Global Technology Services organization.

ATTACHMENT A-2

MAINTENANCE SERVICES

**Intent**

Landlord will provide all services as required to maintain, operate and repair all building utilities, all building electro-mechanical equipment and all building structural components more fully described below. Service will be available on a twenty-four (24) hour basis and will include response to customer call-in requests. The Landlord Services described below are Included Services and the charges for such Included Services are included in Base Rent, except as otherwise specifically stated in the Lease.

**Service Summary**

Utilities:
electrical distribution (includes emergency generators for health and safety only)
piping systems of all types (includes sprinklers)
lighting (fixture repair and relamping)
PA system
plumbing systems (includes water heaters/softeners /fixtures)

Electro-Mechanical:
Dock levelers
Power doors

Structural
Walls (includes painting associated with repairs)
Floors
Exterior doors
Windows
Roofs

Engineering:
Engineering support included in all areas of maintenance operations

ATTACHMENT B

CHARGES FOR ADDITIONAL REQUIRED AND ADDITIONAL OPTIONAL SERVICES

**Intent**

Landlord will provide all services, as necessary, to operate, maintain and distribute utilities which are required to be provided by this Lease from its central utility plant and main substations located at the Complex. Utility services will be made available twenty-four (24) hours/day and 7 days/week subject to scheduled shutdowns and other unplanned interruptions as described more fully in Section 5.02 of this Lease.

**Service Summary**

The following utilities will be provided to Tenant for its operations. Rates shown per commodity unit are based on estimated calendar year 2009 costs. The utility component of the annual rental rate will be subject to an annual adjustment due to the cost of procuring, producing and/or distributing the commodity as well as any additional capacity and/or usage change by Tenant as outlined in Section 5.02 of this Lease. Consumption of utilities may be measured by meter (e.g., the Building). If not, Tenant shall pay Tenant's Pro Rata Share of utility costs (e.g., the central utility plant).

**Additional Required Services Charges and Billing Schedules**

| Service | Price | Billing Schedule | Payment Terms |
|---|---|---|---|
| Electricity for non-office space | See Section 5.01(b)(1)(A) of the Lease. Measured in KWH. | Quarterly, starting January 1 of each year | 30 days from receipt of invoice |
| Electricity for office space | $713.00 | Monthly | 30 days from receipt of invoice |
| Process cooling water | $733.33* | Monthly | 30 days from receipt of invoice |
| Emissions handling and abatement | $586.66** | Monthly | 30 days from receipt of invoice |

* Price based on a 10m3/h usage rate. Landlord reserves the right to increase charges if rate increases beyond 10m3/h.

** Price based on a 2,000m3/h usage rate. Landlord reserves the right to increase charges if rate increases beyond 2,000m3/h.

**Additional Optional Services Charges and Billing Schedules**

“Attachment A”

| | |
|---|---|
| Compressed Air | $ 145.60 |
| Office Electric | $ 741.52 |
| Emissions | $ 610.13 |
| Cooling H2O | $ 762.66 |
| Humidity Charge | $ 2,279.34 |
| Base Rent - Direct Lease | $ |
| Base Rent Direct Lease | $ |
| Base Rent (9th A. -Space C) | $ |
| Additional Storage | $ 121.40 |
| Total | $ |

(3) years each, the first commencing on January 1st, 2024 pending reasonable mutual agreement of terms of the renewal. Tenant must provide notice of its intention to further extend the Lease by providing notice to Landlord before ninety (90) days prior to the expiration of this Additional Extended Term.

3. Rent. Effective on the Additional Extended Term Commencement Date, the monthly rent due Landlord from Tenant (excluding "**Additional Required Services**" as referenced in the "**Lease**") shall be
($ ) per "Attachment A" of this amendment. Effective January 1, 2023, the monthly rate due Landlord from Tenant (excluding "**Additional Required Services**") shall be
($ ) as more specifically set forth on "Attachment A" of this amendment. Additional Required Services, as set forth below, shall be deemed part of the Rent. Any rental amounts shown monthly is for Tenant's convenience only. The total rent due under this Lease shall be equal to $

4.

(1) During the Term of the Lease, Landlord shall furnish to or for the benefit of the Leased Premises the following services, utilities, supplies and facilities (collectively, "**Additional Required Services**"), subject to reimbursement of all costs incurred therefor as set forth in herein below or elsewhere in this Lease:

i. Manufacturing Electricity and
ii. Construction Cost of Services as necessary and
iii. Cost of Relocation as necessary and
iv. Reproduction Services as necessary and
v. Any Additional Required Services requested by tenant..

-

(2) "Additional Required Services Costs" shall mean costs and expenses actually incurred or paid by Landlord in providing such Additional Required Services at the Leased Premises. Additional Required Services Costs shall be included as additional Rent and calculated and paid by Tenant as follows:

(i) The Tenant shall make monthly, estimated payments of Additional Required Services Costs, which shall be payable in advance on the first (1st) day of each month during the Term commencing on January 1, 2021. During the 2021 Lease Year, Tenant's estimated share of Additional Required Services Costs shall be forty thousand four hundred twenty eight dollars and forty two cents ($40,428.42) per year, payable in twelve consecutive equal monthly installments of be three thousand three hundred sixty nine dollars and four cents ($3,369.04). During all subsequent Lease Years, the amount of Tenant's monthly estimated payments of Additional Required Services Costs shall be one twenty-fourth (l/24th) of the amount equal to seventy-five (75%) percent of the actual cost of Additional Required Services for the preceding twenty-four months; provided, however, that, during the Term, Tenant shall continue to pay estimated Additional Required Services Costs in the amount due for the prior Lease Year until such time as the year-end reconciliation is finalized, consistent with the provisions below. In January of each subsequent Lease Year, the Landlord will provide Tenant the amount of the Additional Required Service Costs due each month for that Lease Year.

(ii) Tenant's payments of estimated Additional Required Services Costs shall be applied against actual Additional Required Services Costs in accordance with the following provisions. Not more than ninety (90) days after the end of each Lease Year during the Term, the Landlord shall furnish to the Tenant an itemized statement setting forth in reasonable detail the Landlord's calculation of the amount of actual Additional Required Services Costs for such prior Lease Year. Within thirty (30) days of the Tenant's receipt of such statement, the Tenant shall pay to the Landlord the difference, if any, between the total of estimated payments of Additional Required Services Costs made by Tenant for the prior Lease Year, and the Additional Required Services Costs actually incurred, but only if the Additional Required Services Costs actually incurred exceed by 5% or more the Tenant's total payments of estimated Additional Required Services Costs for the prior Lease Year. If Tenant's payment of estimated Additional Required Services Costs for the prior Lease Year exceeds the Additional Required Services Costs actually incurred, the excess shall be credited against Tenant's obligation to pay Rent for the following month of the then-current Lease Year, except that any excess remaining upon termination of this Lease and payment of all other amounts due to the Landlord shall be refunded to the Tenant by Landlord within thirty-two (32) days of Landlord's delivery of the year-end statement, provided that Tenant does not deliver an objection to Landlord's determination of Additional Required Services Costs as provided herein within thirty (30) days of Tenant's receipt of Landlord's year-end statement. In the event Tenant does object to Landlord's year-end statement, Landlord shall pay such refund, if applicable, following final resolution of the Additional Required Services Costs.

(iii) If Tenant objects to Landlord's determination of actual Additional Required Services Costs, Tenant shall still pay the stated amount and shall advise Landlord of its objection, stating with specificity its reasons therefor, within thirty (30) days of Tenant's receipt of Landlord's year-end statement. If Landlord and Tenant are unable, despite their good faith reasonable efforts, to agree upon the amount of Additional Required Services Costs within thirty (30) days of Landlord's receipt of Tenant's objections thereto, then either party may submit the matter to non-binding mediation with a mutually acceptable third-party mediator. Tenant shall be entitled, upon ten (10) days prior written notice given within thirty (30) days of Tenant's receipt of Landlord's year-end statement, and during normal business hours at Landlord's office or such other place as Landlord reasonably may designate, to inspect and examine and/or have a reputable independent consultant selected by Tenant audit the books and records of

Landlord relating to the determination of Additional Required Services Costs. If the audit discloses that the amount of Additional Required Services Costs billed to Tenant was incorrect, the appropriate party shall pay to the other party the deficiency or overpayment, as applicable, either as Additional Rent if owed by Tenant to Landlord, or credited against the next month's Rent if owed by Landlord to Tenant. All costs and expenses of the audit shall be paid by Tenant unless the audit shows that Landlord overstated Additional Required Services Costs for the subject Lease Year by more than ten percent (10%), in which case Landlord shall pay all reasonable costs and expenses of the audit (including, without limitation, the costs of mediation and Tenant's reasonable legal fees). Notwithstanding the foregoing, during the Term, Tenant shall continue to make regular payments of Additional Required Services Costs in the amount due for the prior Lease Year until such time updated Additional Required Services Costs are determined as stated herein.

(iv) Upon request by the Tenant, but no more than twice annually, the Landlord shall furnish to the Tenant an itemized statement setting forth in reasonable detail the Landlord's current calculation of the amount of actual Additional Required Services Costs for that portion of the current Lease Year

5. Except as herein modified, the Lease shall continue in full force and effect without change.

"Attachment A"

**GF Counter Proposal:**

| | | 2021 | YTY Rate Increase | 2022 | YTY Rate Increase | 2023 |
|---|---|---|---|---|---|---|
| Rent | Compressed Air | $ 145.60 | 0% | $ 145.60 | 6% | $ 154.34 |
| | Office Electric | $ 741.52 | 0% | $ 741.52 | 6% | $ 786.01 |
| | Emissions | $ 610.13 | 0% | $ 610.13 | 6% | $ 646.73 |
| | Cooling H2O | $ 762.66 | 0% | $ 762.66 | 6% | $ 808.42 |
| | Humidity Charge | $ 2,279.34 | 0% | $ 2,279.34 | 6% | $ 2,416.10 |
| | Base Rent - Direct Lease | $ | 0% | $ | 6% | $ |
| | Base Rent Direct Lease | $ | 0% | $ | 6% | $ |
| | Base Rent (9th A. -Space D) | $ | 0% | $ | 6% | $ |
| | Base Rent Additional Storage | $ 121.40 | 0% | $ 121.40 | 6% | $ 128.68 |
| **Additional Required Services** | | $ 3,369.04 | *To be determined per section 4 of this document.* | | | |
| | **Monthly Rent** | $ | | | | |

# Exhibit 6

## Redacted International Business Machines Corporation (IBM) Lease

Licensed Areas and the contents thereof in their "as is" condition as of the applicable Commencement Date. Licensor shall not be required to perform any work or furnish any materials in order to prepare the Licensed Areas for Licensee's occupancy.

2. License Period. (a) (i) The "**License Period**" for each of the Licensed Areas shall commence on the Closing (the "**Commencement Date**") and, subject to sooner termination as hereinafter provided, shall expire on the date specified for each Licensed Area on Schedule A attached hereto (the "**Expiration Date**"). As used in this Agreement and in the Facility Services Attachment, the term "the License Period" shall mean and refer to the License Period established hereunder, including any applicable Renewal Periods set forth on Schedule A. In the event the MTA with respect to a given site is terminated in accordance with its terms, this Agreement shall terminate automatically in accordance with the terms of the MTA as to such site.

(ii) Notwithstanding anything herein to the contrary, Licensee shall have the right to terminate this Agreement without penalty or other compensation (other than amounts payable hereunder with respect to the period prior to termination) with respect to any one or more (or all) of the Licensed Areas, by giving Licensor the applicable prior written notice to Licensor set forth for each Licensed Area in Schedule A.

(b) Notwithstanding anything herein to the contrary, except for a sale or transfer in a condemnation action or similar taking, if Licensor shall decide to sell an Owned Location or any part thereof in which a Licensed Area is located and gives at least thirty (30) days written notice to Licensee prior to such sale, Licensor may terminate the License Period prior to the scheduled Expiration Date for all Licensed Areas located on the portion of the Owned Location to be sold, effective as of a date specified in Licensor's notice (which effective date shall be on or after the date which is thirty (30) days after the giving of such notice). In the event that any such sale and termination shall occur, Licensor agrees to either (a) enter into a contractually binding agreement with the applicable purchaser under which such purchaser agrees to acquire the Owned Location subject to this Agreement and Licensee's rights hereunder, or (b) relocate Licensee to another facility owned or leased by Licensor in the same geographical area/general vicinity of such Owned Location pursuant to the terms of paragraph 26 hereof.

3. License Fee. (a) Throughout the License Period, Licensee or its Affiliate shall pay Licensor or a designated Affiliate (i) a fee (the "**License Fee**") for the use of all of the Licensed Areas in the aggregate; which amount shall be comprised of the individual fees specified on Schedule A for each Licensed Area and for each License Period (or Renewal Period as the case may be) that falls within the three (3) year period following the Commencement Date, such fees having been computed collaboratively and in good faith by the parties' respective finance departments on a square foot basis using Seller's occupancy model, which model has been approved by Licensor and is contained in Schedule A attached hereto (the "**Occupancy Model**"), (ii) any taxes, fees, costs and other charges described in subparagraph (b) immediately below, (iii) the cost of any Additional Fee Services (as set forth in that certain Facility Services Attachment, annexed hereto as ATTACHMENT I (with respect to the EFK Complex) and ATTACHMENT II (with respect to the BTV Complex) and made a part hereof (collectively and

individually, the "**Facility Services Attachment**")), and (iv) any other sums due to Licensor under this Agreement.

(b) The License Fee shall be invoiced monthly in arrears (each invoiced amount, an "**Aggregate License Fee**") and otherwise billed in accordance with Schedule B attached hereto. Licensee shall pay the Aggregate License Fee within thirty (30) days after receipt of an invoice from Licensor. Licensor's failure to render an invoice for the Aggregate License Fee with respect to any period shall not prejudice Licensor's right to thereafter render an invoice with respect to any period. In the event of a partial termination as permitted in paragraph 2(a)(ii) above, Licensor shall adjust the Aggregate License Fee. Payment of the Aggregate License Fee and other sums to be paid to Licensor under this Agreement or the Facility Services Attachment shall be paid by electronic means, if requested and as directed by Licensor. If not sent electronically, all Aggregate License Fee payments and other sums to be paid to Licensor under this Agreement or the Facility Services Attachment shall be sent to such place and/or to such Person or entity as Licensor may direct by thirty (30) days' prior written notice given to Licensee. All such notices and invoices shall be sent by Licensor to Licensee on a country-by-country basis at the address and to the recipient for each country in which a Licensed Area is located specified in the Local Acquisition Agreement for such country. In addition, Licensee shall pay all taxes imposed on the Aggregate License Fee. For the avoidance of doubt, the term "taxes" as used in the preceding sentence shall not include any income tax, estate, succession, or inheritance tax, but shall include ad valorem, stamp, duty, real estate or transfer tax or similar obligation assessed by any governmental body on rents.

(c) Notwithstanding the foregoing or anything to the contrary herein or in Schedule A, if this Agreement shall still be in full force and effect as to any Licensed Area after the initial three (3) years of the License Period term specified in Schedule A (whether inclusive of any Renewal Periods or not), the License Fee with respect to any such Licensed Area shall increase to a fair market rate for comparable space and use for any Renewal Periods after such initial three (3) year term. Licensor and Licensee agree that such determinations (if any) of fair market rate shall be made by agreement between their respective finance departments on a collaborative and good faith basis; and they further agree that any such determinations shall be made as far as possible in advance of any date by which Licensee is required to give prior written notice to elect to extend the License Period by a Renewal Period for any particular Licensed Area.

4. <u>Services</u>. (a) The parties agree that the License Fee is payment in full for the use and occupancy authorized herein and any applicable services to the Licensed Area furnished by the Licensor (the "**Licensor Services**"), in each case as separate and distinct from the Additional Fee Services which may be requested by Licensee and then provided by Licensor and referenced in the Facility Services Attachment (the services described in the Facility Services Attachment, including the Additional Fee Services referenced therein, shall together be hereafter known as the "**Facility Services**"). The parties hereto shall reasonably cooperate to obtain Licensor Services, and Licensor shall use diligent good faith efforts to cause the Licensor Services to be provided.

(b) Licensor shall continue to provide, during the License Period, those Licensor Services and those Facility Services to the Licensed Areas that Licensee obtained during the six (6) month period prior to the applicable Commencement Date (and no others, unless specifically agreed herein) in accordance with and subject to the terms of the Facility Services Attachment, including Section 2.0 thereof. The terms of the Facility Services Attachment provide that Licensee may pay, in addition to the License Fee, for certain Additional Fee Services thereunder. Notwithstanding anything to the contrary contained herein, any Licensor Service or Facility Service which has not been obtained by or provided to Licensee during the period between the date of the MTA and the date of this Agreement or has ceased to be provided during such period because Seller elected not to repair or replace any equipment or facilities necessary therefor, then, such services shall not be included in the License Fee, but shall be, if requested by Licensee and agreed to be provided by Licensor, subject to additional cost under the Master Transition Services Agreement.

5. Use. (a) The Licensed Areas identified on Schedule A shall be used by Licensee and its Employees only for the purposes of operating the Excluded Businesses in a manner consistent with the manner in which such operations were conducted in each of the Licensed Areas during the six (6) month period prior to the applicable Commencement Date, but in no event for any use other than the use specified for each such Licensed Area on Schedule A (the "**Permitted Use**"), and for no other purpose except as may be agreed upon in writing by Licensor and Licensee herein or in an amendment to this Agreement, provided that, in no case shall Licensee use, store, dispose of, manage, bring on or allow to be brought on any Hazardous Materials (as defined in the MTA) at, to or on the Licensed Areas or the Owned Locations.

(b) Any reduction in Employee headcount in, or square footage of, any Licensed Area shall be in Licensee's sole discretion, with the applicable notice to be given to Licensor as set forth for each such Licensed Area in Schedule A; it being agreed between the parties that a reduction in Employee headcount within any particular Licensed Area or a reduction of square footage of any particular Licensed Area shall reduce the License Fee applicable to that Licensed Area on a pro rata basis. In the event that Licensee desires to add Employees to the Licensed Areas, Licensor agrees to review such request in good faith in order to determine whether the same can be accommodated; however, Licensor shall have the right to approve or deny any such request in its sole discretion. If such a request is approved, the individual will be deemed an Employee under this Agreement and will be subject to the remainder of the License Period. If the increase in Employee headcount does not result in greater square footage in the applicable Licensed Area(s), then there will be no increase to the License Fee; however, if an increase in Employee headcount does result in greater square footage in the applicable Licensed Area(s), the parties will agree to an adjustment to the License Fee based on the Occupancy Model.

(c) Each Employee who is entitled to access the Licensed Areas under this Agreement, shall have such access for the duration of the License Period (or such shorter period as Licensee determines) and is subject to the License Fee. Mobile Employees shall have, for no additional License Fee, the further right of access to (i) all other Owned Locations, if any, listed on Schedule A to this Agreement, so long as such Mobile Employee had access to any such location during the six (6) month period prior to the applicable Commencement Date and subject in all

SCHEDULE B

BILLING PROCESS

**<u>2015</u>**

The Licensor will bill the Licensee a fixed monthly fee in arrears. The 3Q15 monthly fee will be equal to 1/12 of the annual occupancy charges based on the square footage, space type and rates developed via the financial occupancy model run on June 22, 2015 and presented on June 26, 2015. A monthly fee for the Burlington location and a monthly fee for the East Fishkill location will be presented. Additional detail will be provided to allow the Licensee to understand the charges to the Licensee business units.

Quarterly there will be a true up for:

- Any Material Change in utility rates and usage, property taxes and property insurance. The Quarterly true up for any Material Changes in actual invoiced energy utility (electricity and fuel) rates and/or weather driven consumption compared to the Plan that was used as the basis for the referenced occupancy model will be based upon records of energy use (Mwh/MmBTU) or utility consumption (cooling water, heating water, DI water, compressed air, etc.) driven by tool consumption, tool modifications, tool additions/removals, changes in space, temperature and humidity or contamination specifications, and increased/decreased space square footage. For purposes of this True up, "Material Change" shall be defined as greater than +/- 5% per specified lease area.
- All special services charges
- All space changes. Space changes are due by the 1st of the last month of the prior quarter. (i.e., September 1, 2015 for 4Q2015)

**<u>2016 and Beyond</u>**

The Licensor will bill the Licensee a fixed monthly fee in arrears. The Licensee shall provide the Licensor its anticipated 2016 space requirements no later than June 30, 2015 solely for purposes of running the occupancy model, and not waiving any of its rights under this agreement. Based upon this input the Licensor shall calculate the 2016 monthly fee as 1/12 of the annualized occupancy charges based on the square footage, space type and rates developed via the annual financial occupancy model run on September 30, 2015. A monthly fee for the Burlington location and a monthly fee for the East Fishkill location will be presented. Sufficient detail will be provided to allow the Licensee to understand the charges to the Licensee business units.

Quarterly there will be a true up for:

- Any Material Change in utility rates and usage, property taxes and property insurance. The Quarterly true up for any Material Changes in actual invoiced energy utility (electricity and fuel) rates and/or weather driven consumption compared to the Plan that was used as the basis for the referenced occupancy model will be based upon records of energy use (Mwh/MmBTU) or utility consumption (cooling water, heating water, DI water, compressed air, etc.) driven by tool consumption, tool modifications, tool additions/removals, changes in space, temperature and humidity or contamination specifications, and increased/decreased space square footage. For purposes of this True up, “Material Change” shall be defined as greater than +/- 5% per specified lease area.

- All special services charges
- All Space Changes as compared to the 2016 space requirements or previous quarter’s adjustment. Space changes are due by the 1st of the last month of the prior quarter. (i.e., 2Q16 adjustments due by March 1st.) Idle space created in excess of the plan will be charged as a pro rata share to the Licensee, and will be carries as a charge until 2017.

**2017 and Beyond**

The same terms will occur, and the calendar for the space requirements and occupancy charges will be collaboratively determined by the Licensee and Licensor.

| | |
|---|---|
| | systems and instrumentation. Licensor will perform periodic exhaust surveys, balancings and inspections.[5] |
| 1.5 | Site electrical distribution and systems, including switchgear, substations, load centers, transformers, panel boards, motor control centers, motors, controls systems for facilities systems and computer controls[6] |
| 1.6 | Emergency power systems, including emergency power generators, automatic transfers switch, motor-generator sets, and fuel system. Licensor will perform periodic inspections and testing for all site emergency generators. |
| 1.7 | Internal and External lighting maintenance of fixtures, bulb and ballast replacements, lighting controls lighting levels will be maintained per life-safety code requirements. |

- Licensor will maintain:

| Index | Service |
|---|---|
| 2.1 | Site elevators and lifts and support equipment and controls. Periodic inspections and certifications will be performed per life-safety code requirements. |
| 2.2 | Existing, and installed, energy management instrumentation, meters, programmable logic controllers ("PLC"), sensors, switches, and vending misers related to all facility equipment and spaces. |
| 2.3 | All building link-ways including power, lighting, architectural concerns, heating and cooling, fire doors, and sprinkler system |
| 2.4 | All site walkway maintenance, including but not limited to, handrails. |
| 2.5 | All site roadways and parking area maintenance, including but not limited to, parking lot lights, pavement, and signage. |
| 2.6 | Site-wide public address system maintenance and operations, including installation, repairs, and volume verifications, upon request. |

[5] Licensee shall be responsible for all costs and expenses related to point of use exhaust abatement systems, including but not limited to, burn boxes and scrubbers.

[6] This does not include any Uninterrupted Power Supplies (UPS) installed in direct support of Licensee's tools.

| Index | Service |
|---|---|
| 1.1 | Internal and external lighting requests that are not code driven. |
| 1.2 | Not all system services currently exist in all buildings and locations. If Licensee requires additional systems or services, Licensee may request by following the FCWR process described in Exhibit A-4. |

ASSUMPTIONS:

- Licensee will maintain its personal property, including equipment, tools, and peripheral equipment that is controlled by the tool or operator control panel and which therefore can be considered part of the tool.

- Licensor's facilities maintenance will generally be responsible from the main source of the specific service or commodity up to Licensee's tool connection and includes the last valve or service disconnecting device on the service distribution line extending between the main service line and Licensee's equipment or tool being supplied.

- The demarcation for electrical services between Licensor and Licensee is defined as the first customer equipment disconnect/A-box switch/breaker. Licensor shall maintain and operate the conductors (connections) leading to the switch/breaker while Licensee is responsible for the switch/breaker and conductors (connections) leading to their conductors.

- Exhaust balancing throughout manufacturing spaces will be the responsibility of the Licensor facility maintenance team.

- Exhaust design, installations, modifications, and approvals will be the responsibility of Licensor facility maintenance team and environmental team.

## Exhibit A-2

## SITE UTILITIES SERVICES AND SUPPORT STRUCTURE SERVICES

INCLUDED SERVICES:

| Index | Service |
|---|---|
| 1 | Licensor shall provide all building maintenance, including but not limited to, roofs, windows, and doors. |
| 2 | Licensor will provide to that part of the Premises that is comprised of office space comparable hot and cold water, electricity and heating, ventilation and air-conditioning, floor tiles, carpet (if existing), and diffusers identical or similar to that received by Licensor in its own office space at the Site. |

- Licensor will provide the following utility support for the Premises:

| Index | Service |
|---|---|
| 3.1 | Electricity systems for manufacturing operations: The electricity for Licensee's manufacturing operations shall be provided from nominal high voltage feeders where it is stepped-down to 480/277 nominal volts and 208/120 nominal volts for building use. |
| 3.2 | Mechanical utility systems. The following items (chilled water, low temperature chilled water, high temperature hot water, de-ionized water, treated water and compressed air) are supplied by the central utility plant through the site piping distribution system: |
| 3.3 | Chilled water: This system provides cooling water to air handling equipment and heat exchangers to provide air conditioning and process cooling. |
| 3.4 | Low temperature chilled water: This system, also referred to as the glycol or brine system (25% ethylene glycol in water solution), is used for cooling clean rooms where strict temperature and humidity specifications are required. |
| 3.5 | High temperature hot water: This system provides heating, humidification and process heating through heat exchangers and steam generators. |

## Exhibit A-3

## ENERGY

INCLUDED SERVICES:

- Electricity.

| Index | Service |
|---|---|
| 1 | Licensor will drive investigation of all power quality incidents and, where applicable, root cause analysis and corrective action with distribution and transmission utilities. |
| 2 | Licensor will procure all electricity. |
| 3 | Licensor will procure all natural gas for all centralized utilities. |
| 4 | Licensor will typically maintain a 14 day supply of fuel oil, subject to extraordinary circumstances. |

ASSUMPTIONS:

- Vermont is a regulated energy state.
- Licensor and Licensee will work together with electric distribution utilities, transmission utilities and state agencies as applicable to help coordinate and monitor reliability. Licensor will monitor all rate activity, legislation, and Vermont Public Service Department and Public Service Board rulings that impact energy costs and reliability and advocate as required.

EXHIBIT B
ELECTRICITY & NATURAL GAS ADJUSTMENT

Licensor and Licensee acknowledge and agree that the License Fee includes Licensee's estimated cost of electricity (the "**Electrical Cost Estimate**") at the Base Electrical Rate. The "**Base Electrical Rate**" is [EFK: $.062/kWh; BTV: $0.094/kWh] per square foot, and the "**Electric Space Rate**" for each of the respective types of space comprising the Licensed Areas is as follows:

| **Space Type** | **Electric Space Rate** (per square foot) |
|---|---|
| Office | $1.00 |
| Warehouse | $0.50 |
| FFLT | $1.90 |
| FFHV | $2.10 |
| Raised Floor | $2.30 |
| Clean Room | $2.50 |

Within one hundred twenty (120) days following the last day of the calendar year 2019 (the "**Base Year**") and in each calendar year thereafter (an "**Escalation Year**"), Licensor shall furnish Licensee with a statement and supporting documentation which sets forth the actual rates of electricity charged by the utility for each month of the prior year, the average of which shall be the "**Actual Electrical Rate**." In the event the Actual Electrical Rate in the Base Year and in any Escalation Year is greater than or less than the Base Electrical Rate, the Licensor shall promptly refund (if the Actual Electric Rate is less than the Base Electric Rate) or invoice the Licensee (if the Actual Electric Rate is greater than the Base Electric Rate) in an amount equal to the product of the increase per square foot (which is the difference between the Actual Electrical Rate and the Base Electric Rate divided by the Base Electric Rate), the applicable Electric Space Rate, and the total square footage for the Space Type, as set forth on Schedule A.[1] Licensee shall make payments within sixty (60) days from the date of receipt of the invoice.

In addition to electricity, Licensor and Licensee acknowledge and agree that the License Fee includes Licensee's estimated cost of natural gas (the "**Natural Gas Estimate**") at the Base Natural Gas Rate. The "**Base Natural Gas Rate**" is [**EFK**: $4.8141/MBTU per square foot; **BTV**: $4.7375] and the "**Natural Gas Space Rate**" for each of the respective types of space comprising the Licensed Areas is as follows:

| **Space Type** | **Natural Gas Space Rate** (per square foot) |
|---|---|

[1] [**EFK**: By way of example for clean room space, if the Base Electric Rate is 6.2 cents/kWh and the 2019 Actual Electrical Rate is 7.3 cents/kWh, then the additional amount to be paid by Licensee is (7.3 cents – 6.2 cents/6.2 cents) x $2.50 x 428 sf = $189.84. Therefore, $189.84 would be the annual electric cost adjustment for all clean room space. **BTV**: By way of example for warehouse space, if the Base Electric Rate is 9.4 cents/kWh and the 2019 Actual Electrical Rate is 10.5 cents/kWh, then the additional amount to be paid by Licensee is (10.5 cents – 9.4 cents/9.4 cents) x $0.50 x 1298 sf = $75.95]. Therefore, $75.95 would be the annual electric cost adjustment for all warehouse space.]

| | |
|---|---|
| Office | $1.00 |
| Warehouse | $0.50 |
| FFLT | $1.90 |
| FFHV | $2.10 |
| Raised Floor | $2.30 |
| Clean Room | $2.50 |

Within one hundred twenty (120) days following the Base Year and in each (an Escalation Year, Licensor shall furnish Licensee with a statement and supporting documentation which sets forth the actual rates of natural gas charged by the utility for each month of the prior year, the average of which shall be the "**Actual Natural Gas Rate**." In the event the Actual Natural Gas Rate in the Base Year and in any Escalation Year is greater than or less than the Base Natural Gas Rate, the Licensor shall promptly refund (if the Actual Natural Gas Rate is less than the Base Natural Gas Rate) or invoice the Licensee (if the Actual Natural Gas Rate is greater than the Base Natural Gas Rate) the difference in an amount equal to the product of the increase per square foot (which is the difference between the Actual Natural Gas Rate and the Base Natural Gas Rate divided by the Base Natural Gas Rate), the applicable Natural Gas Space Rate, and the total square footage for the Space Type, as set forth on Schedule A.[2] Licensee shall make payments within sixty (60) days from the date of receipt of the invoice.

[2] [EFK: By way of example for clean room space, if the Base Natural Gas Rate is $4.8141/MBTU and the 2019 Average Annual Rate is $8.10/MBTU, then the additional amount to be paid by Licensee is ($8.10 – $4.8141/$4.8141) x $2.5 x 428 sf = $730.34. Therefore, $730.34would be the annual natural gas cost adjustment for all clean room space.; BTV: By way of example for warehouse space, if the Base Natural Gas Rate is $4.7375/MBTU and the 2019 Average Annual Rate is $6.10/MBTU, then the additional amount to be paid by Licensee is ($6.10 –$4.7375/$4.7375) x $0.5 x 1298 sf = $186.65. Therefore, $186.65 would be the annual natural gas cost adjustment for all warehouse space.]

BURLINGTON REAL ESTATE LICENSE AGREEMENT AMENDMENT No. 1

THIS BURLINGTON REAL ESTATE LICENSE AGREEMENT AMENDMENT NO. 1 (this "Amendment") made as of February1, 2020("**Amendment 1 Effective Date**") is entered into by and between GLOBALFOUNDRIES U.S. 2 LLC, having an office at 2070 Route 52, Hopewell Junction, NY 12533 ("**Licensor**"), and INTERNATIONAL BUSINESS MACHINES CORPORATION, having an office at 1 New Orchard Road, Armonk, New York 10504 ("**Licensee**").

WITNESSETH

(Capitalized terms used and not defined herein shall have the meanings ascribed to them in the License referred to below)

WHEREAS, the Licensor and the Licensee entered into a written BURLINGTON REAL ESTATE LICENSE AGREEMENT dated April1, 2019 ("**License**") whereby the Licensor licensed to the Licensee approximately [redacted] rentable square feet of space (the "**Licensed Areas**") at the GLOBALFOUNDRIES Campus, VT, and

WHEREAS, the Licensee desires to amend the License to add to the Licensed Areas additional office space and dock space located on the first floor of Building [redacted]

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration and of the mutual agreements hereinafter set forth, it is hereby mutually agreed, as of the Amendment 1 Effective Date, as follows.

1. Licensee hereby licenses from the Licensor additional space comprised of approximately [redacted] rentable square feet (the "**Amendment 1 Space**") of which approximately [redacted] rentable square feet is office space, and [redacted] rentable square feet is dock space, as more particularly shown on the floor plan attached and marked EXHIBIT A. The **Amendment** 1 Space is located in Building [redacted] on the GLOBALFOUNDRIES Essex Campus and is hereby added to the Licensed Areas. From and after the Amendment 1 Effective Date, the defined term Licensed Areas shall include the Amendment 1 Space.

2. The monthly rent due for Amendment 1 Space (the "**Amendment 1 Rent**") for the period February 1st, 2020 through December 31, 2020 shall be [redacted] The monthly rent due for the Amendment 1 Space throughout the remainder of the License Period shall be the amounts as are set forth in EXHIBIT B.

3. Licensee shall be entitled to the exclusive use of the Amendment 1 Space designated as Office Space in Exhibit A for office space purposes and for no other purpose whatsoever, unless consented to in writing by Licensor.

4. Licensee shall be entitled to the non-exclusive use of the Amendment 1 Space designated as Dock Space in Exhibit A.

5. Licensee hereby agrees to utilize trailers no longer than Twenty Eight Feet (28 feet) in length as shown in Exhibit C while utilizing Dock Space as referenced in Exhibit A.

6. Upon Licensee request, and for reasonable cause, from time to time, Licensor hereby agrees to provide/show video footage from Licensor's security camera located in the Dock Space located in building [redacted]

7. Licensor and Licensee each hereby represents to the other that no broker was used to bring about this Amendment. Each party shall defend, indemnify and save harmless the other from and against any claim which may be asserted against the indemnified party as a result of a breach of the foregoing

# Exhibit 7

## Unredacted International Business Machines Corporation (IBM) Lease

A-3

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[redacted]

[redacted] [redacted]

[redacted] [redacted]

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[redacted] [redacted]

[redacted] [redacted]

[redacted]

[redacted]

EXHIBIT B

**BLDG [redacted]**

**BLDG [redacted] Amendment 1 Rent Schedule**

Office Space

| Time Period | Annual Rent / sq. ft. | Months | Rentable Square Feet | Monthly Rent | Total |
|---|---|---|---|---|---|
| 2/1/20 - 12/31/20 | [redacted] | | | | |
| 1/1/21 - 12/31/21 | | | | | |
| 1/1/22 - 12/31/22 | | | | | |

Dock Space

| Time Period | Annual Rent / sq. ft. | Months | Rentable Square Feet | Monthly Rent | Total |
|---|---|---|---|---|---|
| 2/1/20 - 12/31/20 | [redacted] | | | | |
| 1/1/21 - 12/31/21 | | | | | |
| 1/1/22 - 12/31/22 | | | | | |

TOTAL

| Time Period | Annual Rent / sq. ft. | Months | Rentable Square Feet | Monthly Rent | Total |
|---|---|---|---|---|---|
| 2/1/20 - 12/31/20 | [redacted] | | | | |
| 1/1/21 - 12/31/21 | | | | | |
| 1/1/22 - 12/31/22 | | | | | |

# Exhibit 8

## Redacted Garnet Emergency Medical Services

## Lease

Lease Year. Each consecutive twelve (12) month period elapsing after (a) the Commencement Date if the Commencement Date occurs on the first day of a month; or (b) the first day of the month following the Commencement Date if the Commencement Date does not occur on the first day of a month. Notwithstanding the foregoing, the first Lease Year shall include the additional days, if any, between the Commencement Date and the first day of the month following the Commencement Date, if the Commencement Date does not occur on the first day of a month.

Mortgage. Defined in Section 17.2.

Mortgagee. Defined in Section 17.2.

Normal Business Hours. Between the hours of 6:00 A.M. and 7:00 P.M., Monday through Friday, and between the hours of 7:00A.M. and 12:00 P.M., on Saturday, but excluding Holidays.

Parking Facilities. All parking areas now or hereafter designated by Landlord for use by tenants of the Complex and/or their guests and invitees, including surface parking and any other parking areas under or within the Complex, whether reserved, exclusive, non-exclusive or otherwise. Landlord hereby reserves the right in its sole discretion to relocate one (1) or more of the Parking Facilities to another part of the Complex or adjacent thereto, and to change the layout of the parking spaces in any or all of the Parking Facilities.

Person. An individual, partnership, trust, corporation, limited liability company, firm, or other entity, including its permitted assigns and successors.

Permitted Use. General business office purposes and uses incidental thereto and for no other purposes.

(a) Tenant shall, at its sole cost, obtain all governmental licenses and permits required by the Laws for Tenant's permitted uses.

(b) Tenant shall not use the Premises or permit the Premises to be used in any manner which: (i) violates any current or future Laws, including any certificate of occupancy or any covenant, condition or restriction affecting the Complex; (ii) causes or is reasonably likely to cause damage to any part of the Building; (iii) violates a requirement or condition of any insurance policy covering the Building, or increases the cost of such policy; (iv) constitutes or is reasonably likely to constitute a nuisance, annoyance or inconvenience to other tenants or occupants of the Building or interferes with the use and occupancy of any part of the Building for other tenants or occupants; (v) impairs or is reasonably likely to impair the maintenance, operation or repair of any part of the Building or its equipment, facilities or systems; (vi) interferes with, or is reasonably likely to interfere with, the transmission or reception of microwave, television, radio, telephone or other communication signals by antennae or other extended pursuant to the terms of this Lease. If the last day of the Term falls on a Sunday or a legal holiday then this Lease shall end on the immediately preceding business day.

3.2 Extension of Term. Tenant shall have the right to extend the Term pursuant to EXHIBIT F hereof.

## IV. RENT

4.1 Base Rent. Tenant shall pay to Landlord the Base Rent, payable in monthly installments as specified in Article 1 and elsewhere herein, in advance, without demand, notice, deduction, offset or counterclaim, on or before the first day of each and every calendar month during the Term; provided, however, that the installment of Base Rent payable for the first full calendar month of the Term shall be due and payable at the time of execution and delivery of this Lease. Tenant shall pay the first month Base Rent upon execution of the Lease.Tenant shall pay Base Rent and all Additional Rent by (a) good check or in lawful currency of the United States of America to such address as Landlord designates in writing to Tenant, or (b) electronically via automatic debit or wire transfer to such account as Landlord designates in writing to Tenant. If the Term commences on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, the monthly Base Rent and Additional Rent shall be prorated based upon the number of days in such calendar month. Tenant’s covenant to pay Rent and the obligation of Tenant to perform Tenant's other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Lease and not otherwise. This Section shall survive the Expiration Date or earlier termination of this Lease. Base Rent includes operating expense, electricity, and real estate taxes. Base Rent does not include housecleaning or rubbish removal, which are Tenant’s responsibility.

4.1.1 The Base Rent for the Premises for each Lease Year is set forth in EXHIBIT E of this Lease.

4.2 Additional Rent; Rent. All sums payable by Tenant under this Lease, other than Base Rent, shall be deemed "**Additional Rent**", and, unless otherwise set forth herein, shall be payable in the same manner as set forth above for Base Rent. Base Rent and Additional Rent shall jointly be referred to as "**Rent**".

4. 3 Rent payments: Tenant shall pay all Rent payable to GLOBALFOUNDRIES U.S. 2 LLC, c/o Fell Leasing Admin, PO Box 5133, Oak Brook, IL 60522, or to such other place as Landlord may from time to time designate in writing.

4.4 Security Deposit: Upon execution of the Lease, Tenant shall pay to Landlord the Security Deposit. Landlord shall hold the Security Deposit in a non-interest bearing account as security for Tenant’s performance of Tenant’s obligations under this Lease. The Security Deposit shall not be deemed an advance payment of Rent or a measure of Landlord’s damages in the case of default by Tenant. Upon the expiration of the Term of this Lease, Landlord shall use the

Premises "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS", and Landlord neither makes nor has made any representations or warranties, express or implied, with respect to the quality, suitability or fitness thereof of the Premises, or the condition or repair thereof. Taking possession of the Premises by Tenant or its invitees shall be conclusive evidence for all purposes of Tenant's acceptance of the Premises in good order and satisfactory condition, and in a state and condition satisfactory, acceptable and suitable for Tenant's use pursuant to this Lease.

9.2 Installing and Operating Tenant's Equipment. Without first obtaining the consent of Landlord, Tenant shall not install or operate in the Premises (a) any electrically operated equipment or other machinery, other than standard office equipment that does not require wiring, cooling or other service in excess of Building standards; (b) any equipment of any kind or nature whatsoever which will require any changes, replacements or additions to, or changes in the use of, any water, heating, plumbing, air conditioning or electrical system of the Premises or the Complex; or (c) any equipment which exceeds the electrical or floor load capacity per square foot for the Building. Landlord's consent to such installation or operation may be conditioned upon the payment by Tenant of additional compensation for any excess consumption of utilities and any additional power, wiring, cooling or other service that may result from such equipment. Machines and equipment which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein so as to be objectionable to Landlord or any other Complex tenant shall be installed and maintained by Tenant, at its expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration. Tenant and Tenant's telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, shall have no right of access to the Land, Building the Complex for the installation and operation of telecommunications systems, including voice, video, data, and any other telecommunications services provided over wire, fiber optic, microwave, wireless, and any other transmission systems, for part or all of Tenant's telecommunications within the Building without Landlord's prior consent, such consent not to be unreasonably withheld, delayed or conditioned.

9.3 Alterations. Tenant shall not make or permit any alterations, decorations, additions or improvements of any kind or nature to the Premises or the Complex, whether structural or nonstructural, interior, exterior or otherwise ("**Alterations**") without the prior consent of Landlord, said consent not to be unreasonably withheld or delayed or conditioned; except that Landlord may withhold consent in its sole discretion if any Alteration will require any other alterations, additions or improvements to be performed in or made to any portions of the Complex. Landlord may impose any reasonable conditions to its consent, including: (a) prior approval of the plans and specifications and contractor(s) with respect to the Alterations (provided that Landlord may, in its sole discretion, designate specific contractors with respect to Building systems); (b) in the case of structural Alterations, supervision by Landlord's representative, at Tenant's expense, of the Alterations; (c) proof of worker's compensation insurance and commercial general liability insurance in such amounts and meeting such requirements as reasonably requested by Landlord; (d) delivery to Landlord of written and unconditional waivers of mechanics' and materialmen's liens as to the Complex for all work, labor and services to be performed and materials to be furnished, signed by all contractors, subcontractors, materialmen and laborers participating in the Alterations; and (e) delivery of generating machines or equipment or non Building standard lighting fixtures to be used in the Premises and the same increases the temperature within the Premises and thereby places an additional load on the Building air conditioning system, Landlord may install supplementary air conditioning units in or for the benefit of the Premises, and the cost of installation, operation and maintenance thereof shall be paid at cost plus ten percent (10%) by Tenant to Landlord upon billing by Landlord as Additional Rent.

(b) WATER SUPPLY from municipal mains for drinking, lavatory and toilet purposes, drawn through fixtures installed by Landlord or by Tenant with Landlord's written consent. Tenant shall pay, at rates fixed by Landlord, for water used for supplementary air conditioning or refrigeration installed by or for Tenant, or for any purpose other than drinking, lavatory and toilet purposes.

(c) ELECTRICAL SUPPLY for Building standard lighting fixtures and for Tenant's Incidental Uses (hereafter defined) during Normal Business Hours. Uses that meet the following criteria are herein agreed to be "**Incidental Uses**" and electricity for such Incidental Uses will be furnished in the Premises by Landlord to Tenant without extra charge: (1) the connected electrical load of the equipment or fixture does not exceed an average of two watts per square foot of the Premises; (2) the electricity so furnished will be at nominal 120 volt single phase and that no electrical circuit for the supply of electricity will have a current capacity exceeding 15 amperes and (3) the electricity will be used only for equipment and accessories normal to office usage such as desktop or laptop computers, facsimile machines, scanners, photo copiers, calculating machines, and other standard machines of similar low electrical consumption. If Tenant's requirements for electricity exceed the criteria for Incidental Uses, including electricity for machines such as electronic data processing large systems servers or for special (non-Building standard) lighting fixtures, Tenant shall pay Landlord upon billing for the cost of such excess electricity as Additional Rent. Landlord reserves the right to require Tenant to procure any excess requirements at Tenant's expense by arrangement with the local utility furnishing electricity to the Building. Tenant shall also pay Landlord as Additional Rent for the cost of installing any additional risers, meters and or other facilities that may be necessary to furnish or measure such excess electricity to the Premises.

(d) INTRA COMPLEX TELEPHONE AND TELECOMMUNICATION NETWORK SYSTEM, extending from the exterior of the Building to the telephone closets and other central telephone and telecommunication/computer points of distribution serving the Premises, installed on the date of execution of this Lease. Tenant shall be responsible for distribution from the exterior of the Building to the central distribution locations and from the central distribution locations to the Premises, except as Defined in 16.5 Utility Charges.

(e) Tenant may contract Landlord for furniture moves, or other office type work, not limited to picture, sign, or shelf hanging, at a billable rate of [redacted] per hour. Landlord shall bill Tenant quarterly for such work.

(f) Tenant may request in writing work with regard to fit-up or reconfiguration of space, if Landlord agrees to request, Tenant may contract Landlord at an actual cost of work plus ten (10%) percent rate.

13.2 Additional Services. Should Tenant desire any additional services beyond those described in Section 16.1, or a rendition of any of such services outside the normal times for providing such service (e.g. after Normal Business Hours or during a Holiday), Landlord may (at Landlord's option), upon reasonable advance notice from Tenant to Landlord, furnish such services, and Tenant agrees to pay Landlord upon demand (as Additional Rent) Landlord's additional expenses resulting therefrom. Landlord may, from time to time during the Term, set a charge for such additional services, or a per hour charge for additional or after hours service which shall include the utility, service, labor, and administrative costs and a cost for depreciation of the equipment used to provide such additional or after hours service.

(a) Tenant Work. Tenant is responsible for any asphalt paving of the area adjacent to the side/rear garage doors of the Premises ("**Tenant Work**"). Tenant shall coordinate quote(s), review quote(s) with Landlord, request Landlord permission, hire Landlord approved contractor, and pay the contractor for such Tenant Work. After Tenant has fully paid the contractor, Tenant shall provide a copy of the paid invoice for the Tenant Work to Landlord, and Landlord shall deduct the amount paid for the Tenant Work from a subsequent month's rent.

13.3 Interruption of Utilities or Services. Except as expressly set forth in this Section 16.3, Landlord will not be liable to Tenant or any other Person for actual or direct or Consequential Damages to any business conducted at the Complex or interruption thereof, and Tenant shall not be entitled to any abatement or reduction of Rent. Nor shall a constructive eviction exist or shall Tenant be released from any of Tenant's obligations under this Lease (a) provided Landlord uses reasonable diligence to supply the Building Standard Services, for any failure to supply any HVAC, hot and cold water, elevator service, cleaning and janitorial, electrical supply, lighting or security (or for any surges or interruptions of electricity), telecommunications or other services Landlord has agreed to supply in this Lease; (b) as a result of the admission to or exclusion from the Complex of any Person; or (c) for any discontinuance permitted under this Article.

(a) Landlord reserves the right temporarily to discontinue the services set forth in this Lease, or any of them, at such times as may be necessary by reason of accident, repairs, alterations or improvement, Force Majeure events, Landlord's compliance with any mandatory or voluntary governmental energy conservation or environmental protection program, or any other happening beyond the control of Landlord. In the event of invasion, mob, terrorist act, riot, public excitement or other circumstances rendering such action advisable in Landlord's reasonable opinion, Landlord will have the right to prevent access to the Complex or any part thereof during the continuance of the same by such means as Landlord, in its reasonable discretion may deem appropriate, including locking doors and closing Parking Facilities and the Common Area. Notwithstanding the foregoing, in the event of any failure to furnish, or any stoppage of, the following Specified Services (defined below) for a period in excess of five (5) consecutive days, and if: (a) such interruption is restricted to the Building and is not a neighborhood blackout; (b) such failure to furnish or stoppage is caused by the negligence or willful misconduct of Landlord or by the failure of Landlord to commence and diligently pursue repairs for which Landlord is responsible under this Lease; (c) such interruption results in the Premises becoming untenantable; and (d) Tenant actually ceases to occupy the Premises as a result thereof, Tenant shall be entitled to an abatement of Rent which shall commence on the sixth (6th) day (and shall not be retroactive) and shall continue for the remainder of the period of such failure to furnish or stoppage of such specified services. "**Specified Services**" means electricity, water, natural gas and sewer service.

13.4 Meters. If Tenant's electrical usage exceeds normal business office usage levels as reasonably determined by Landlord, Landlord reserves the right to separately meter or monitor the utility services provided to the Premises, at Tenant's expense, and bill the charges directly to Tenant, or to separately meter any other tenant and bill the charges directly to such tenant and to make appropriate adjustments to the Operating Expenses based on the meter charges.

13.5 Utility Charges. Tenant is responsible for the cost of any internet service and telephone service used by Tenant.

13.6 Conservation Notwithstanding anything to the contrary in this Article or elsewhere in this Lease, Landlord shall have the right to institute policies, programs and measures as may be necessary or desirable, in Landlord's sole discretion, for the conservation and/or preservation of energy or energy-related services, or as may be required to comply with any applicable Laws, whether mandatory or voluntary.

## XIV. RULES AND REGULATIONS

(a) Tenant and its Agents shall at all times abide by and observe the Rules and Regulations set forth in EXHIBIT C and any amendments thereto that may reasonably be promulgated from time to time by Landlord for the operation and maintenance of the Complex and the Rules and Regulations shall be deemed to be covenants of this Lease to be performed and/or observed by Tenant. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations, or the provisions contained in any other lease, against any other tenant of the Complex. Landlord shall not be liable to Tenant for any violation by any party of the Rules and Regulations or the provisions of any other lease at the Complex. If there is any inconsistency between the provisions of this Lease (other than EXHIBIT C) and the then current Rules and Regulations, the provisions of this Lease shall govern.

(b) In addition to the requirements of the Rules and Regulations, Tenant shall at all times obey Complex posted speed limits and shall not activate (a) red, white, or blue flashing emergency lights, or (b) siren on any vehicle within the Complex. Notwithstanding the foregoing, Tenant may periodically test emergency lights and sirens on ambulances when such ambulances are parked within the Building and the garage doors are closed.

## XV. DAMAGE; CONDEMNATION

**EXHIBIT G**

**SATELLITE DISHES, WIRELESS REPEATERS, AND ANTENNAE**

1 Satellite Dishes, etc.,. So long as this Lease remains in effect, Tenant shall be entitled to install, operate and maintain on the roof of the Building, at Tenant's sole cost, one (1) satellite or microwave dishes, wireless repeater, antennae, and other equipment located on the roof and which is required to operate and maintain such satellite or dishes (collectively, the "**Dishes**"), subject to the terms and conditions of this EXHIBIT and the Lease (Including Article XII). Any Dishes installed by Tenant on the roof of the Building may only be used by Tenant for the purpose of communications among Tenant's offices or with Tenant's customers, suppliers and other parties with whom Tenant conducts business (provided that in no event shall Tenant utilize the Dishes to provide any services to any other tenants of the Building, or to any other third-parties) and no third-party provider may install any Dishes on the roof of the Building unless such third-party provider and Landlord execute a separate agreement permitting the same.

2 Utility and Other Charges. Tenant shall pay for (a) all services provided and utilities consumed to install, maintain, operate and remove the Dishes, (b) the cost of any engineers or consultants employed by Landlord to review or monitor same, all as determined by Landlord, in its sole discretion, to the extent not separately metered, and (c) a fee to Landlord in the amount of ten percent (10%) of the cost of any work (including the cost of materials and equipment) to compensate Landlord for Landlord's indirect costs, field supervision and coordination of the work. Tenant shall be responsible for all costs associated with metering the electrical consumption of the Dishes and associated equipment, including, the cost of installing, maintaining, repairing and reading the metering devices and subpanels. Tenant shall pay all taxes or other charges attributable to the Dishes, including any increase in the Building's real property tax that are directly attributable to the Dishes.

3. Installation of the Dishes. Prior to the installation of the Dishes, Landlord shall have the right to approve the number, size, type, height, weight and location of the Dishes and the manner and method of installation and removal of the Dishes. If Landlord elects to retain structural, mechanical, roofing and/or other engineers or consultants to review such plans and specifications, Tenant shall reimburse Landlord for the reasonable costs thereof (as Additional Rent) within thirty (30) days after demand from Landlord. All installations made by Tenant under this EXHIBIT shall be subject to such reasonable rules, regulations and requirements as Landlord shall implement from time to time.

4. Governmental Approvals. Prior to the installation of the Dishes, Tenant shall secure and shall at all times thereafter maintain all required approvals and permits of the Federal Communications Commission and all other Government Authorities having jurisdiction over the Dishes, the Building and/or Tenant's business, including its communications, operations and facilities. Tenant shall at all times comply with all Laws relating to the installation, maintenance, height, location, use, operations, and removal of the Dishes and shall fully indemnify Landlord against any loss, cost, or expense which may be sustained or incurred by it as a result of the installation, maintenance, operation, or removal of the Dishes, except to the extent caused by the

# Exhibit 9

## Unredacted Garnet Emergency Medical Services Lease

# EXHIBIT E
# LEASE PAYMENT SCHEDULE

**BASE RENT** [redacted]
**ANNUAL INCREASE** [redacted]

**Premises = Building** [redacted]

| Time Period | Annual Rent per square foot | Square Feet | Annual Rent | Monthly Rent |
|---|---|---|---|---|
| 05/01/18 - 04/30/19 | [redacted] | [redacted] | [redacted] | [redacted] |
| 05/01/19 - 04/30/20 | [redacted] | [redacted] | [redacted] | [redacted] |
| 05/01/20 - 04/30/21 | [redacted] | [redacted] | [redacted] | [redacted] |
| 05/01/21 - 04/30/22 | [redacted] | [redacted] | [redacted] | [redacted] |
| 05/01/22 - 04/30/23 | [redacted] | [redacted] | [redacted] | [redacted] |

# Exhibit 10

## Redacted New England Federal Credit Union Lease

L E A S E

This Lease, made the 7th day of ~~September~~ October 2002, between International Business Machines Corporation, a New York corporation, having its principal office at New Orchard Road, Armonk, New York, hereinafter called the Landlord, and the New England Federal Credit Union, having its principal office at 141 Harvest Lane, Williston, VT, 05495 , hereinafter called the Tenant.

Paragraph 1. <u>Premises</u>. The Landlord hereby leases to the Tenant, and the Tenant hereby hires and takes from the Landlord the following described premises (hereinafter called the "Premises") outlined on Exhibit A hereto, in Buildings [redacted] and [redacted] (hereinafter called the "Buildings") located at the IBM Microelectronics plant site at 1000 River Street, Essex, Vermont (the "Site").

Paragraph 2. <u>Use</u>. The Tenant may use and occupy the Premises solely for providing credit union services consisting of branch office operations and ATM operations to employees of the Landlord or other persons who have a right to be in the Building and for no other purpose. The Tenant shall, at its sole cost, obtain all governmental licenses and permits required by the laws for the Tenant's permitted uses. The Landlord shall provide adequate parking for the Tenant's employees working in the Premises and will provide access to the Premises via entrances and corridors in the Building.

Paragraph 3. <u>Restrictions on Use</u>. The Tenant shall not use the Premises or permit the Premises to be used in any manner which: (I) violates any current or future law, including any certificate of occupancy or any covenant, condition or restriction affecting the Building, the land thereunder or the Premises; (ii) causes or is reasonably likely to cause damage to the Building or the Premises; (iii) violates a requirement or condition of any insurance policy covering the Building and/or the Premises, or increases the cost of such policy; (iv) constitutes or is reasonably likely to constitute a nuisance, annoyance or inconvenience to other tenants or occupants of the Building or interferes with the use and occupancy of any portion of the Building for other tenants or occupants; (v) impairs or is reasonably likely to impair the property maintenance, operation or repair of the Building or their equipment, facilities or systems; (vi) interferes with, or is reasonably likely to interfere with, the transmission or reception of microwave, television, radio, telephone or other communication signals by antennae or other facilities located on, in and about the Building; or (vii) violates the IBM rules, regulations and procedures described in Rider A (the "IBM Rules").

Paragraph 4. Term. (a) The term of this Lease (herein called the "term") shall be for a period of three (3) years, to commence on October 1, 2002, (the "Commencement Date") and to end on the last day of September 2005, unless sooner terminated as hereinafter provided.

(b) RENEWAL OPTION.

(1) The Tenant is hereby granted the option to renew the term for all (but not less than all) of the Premises for one 3-year period, subject to and upon the provisions set forth in this subparagraph.

(2) The renewal term shall commence at the expiration of the then present term of this Lease.

(3) The Tenant shall exercise its option to renew by notice to the Landlord not later than six (6) months prior to the expiration of the then present term of this Lease.

(4) The renewal of the term shall be upon all of the provisions of this Lease and the Premises shall be accepted by the Tenant "as is" and in its existing condition at the time the renewal term commences, and the Landlord shall not be obligated to make any leasehold Improvements or contribute funds therefor.

(5) The Tenant may not assign its rights under this subparagraph, except in connection with an assignment of the Lease permitted by Paragraph 7 of this Lease.

(6) If the Tenant fails duly and timely to exercise its options for the renewal term, the Tenant's option for the renewal option shall thereupon automatically terminate and expire.

(7) If at the time the Tenant exercises an option to renew or at any time thereafter until commencement of the renewal term the Tenant shall be in default in the performance of its obligations under this Lease beyond the periods given to cure such default as set forth in Paragraph 9 of this Lease, the Tenant's exercise of a renewal option hereunder shall become void and unenforceable.

(8) The Tenant shall pay rent and additional rent during the renewal term. The rent during the renewal term shall be [redacted]

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Paragraph 5. Rent. (a) The Tenant shall pay the annual rent (herein called the "rent") of [redacted], payable in monthly installments in advance of [redacted], each on the first day of every calendar month during the term; except that the rent for the first month of the term, and for any period prior to the first complete calendar month, shall be payable upon execution of this Lease. The last monthly installment payment shall include rent for the last calendar month plus rent for the remaining days to the end of the term. Rent for any period of less than one month shall equal 1/30 of the monthly rent for each day of such period.

(b) The Tenant will pay the rent and all additional rent without deduction, set off or demand to Scribcor, as agent for IBM Lease Administration, P.O. Box 809224, Chicago, Illinois 60680, or to such other person or at such other place as the Landlord may designate in writing. Checks for the payment of rent or additional rent shall be made payable to International Business Machines Corporation. No payment by the Tenant or receipt by the Landlord of a lesser amount than the correct amount of rent or additional rent due hereunder shall be deemed to be other than a payment on account; nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction. The Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance or pursue any other remedy provided in this Lease or at law or in equity.

Paragraph 6. Care of Premises. (a) The Tenant will take good care of the Premises and the Building fixtures and appurtenances located within the Premises, and all alterations, additions and Improvements to the Premises; will repair all damage to the same resulting from the negligent or willful acts of the Tenant, or its employees, agents, contractors, or invitees; will suffer no waste or injury; will execute and comply with all federal, state and local laws, rules, orders, statutes, directives, ordinances and regulations (collectively herein called the "laws"), at any time issued or enforced by any lawful authority, applicable to the Tenant's use, manner of use or occupancy of the Premises; and will repair, at or before the end of the term, all injury done by the installation or removal of furniture and property, reasonable wear and tear excepted.

(b) At any time, whether voluntarily or pursuant to governmental requirements, the Landlord may, and, where required by this Lease, shall, at its cost, make repairs and Improvements in or to the Building or any part thereof, including the Premises; provided, that (I) the Landlord shall give the Tenant reasonable holding over pursuant to Paragraph 16 is one month. This subparagraph will not apply if the Tenant or its employees continue to occupy the Premises.

Paragraph 9. Signs. The Tenant shall not permit or suffer any signs, logos, symbols, advertisements or notices to be displayed, inscribed upon or affixed on any part of the outside of the Premises, or in any other part of the Building, or on the street adjacent to the Building.

Paragraph 10. Services and Utilities. (a) The Landlord shall provide at no additional cost:

(1) JANITOR SERVICE set forth in Rider B, in and about the Premises, Saturdays, Sundays and holidays recognized by the Landlord excepted. The Tenant shall not provide any additional or alternative janitor service without the Landlord's written consent. If the Landlord consents, such janitor service shall be at the Tenant's sole cost and responsibility and subject to the Landlord's supervision to be paid for by the Tenant. The Tenant shall not provide any janitor service in the Premises except through a janitor contractor or employees satisfactory to the Landlord, whose consent to such janitorial service shall not be unreasonably withheld.

(2) HEAT AND AIR CONDITIONING daily from 8:00 a.m. to 6:00 p.m., Saturdays, Sundays and holidays recognized by the Landlord excepted, whenever heat or air conditioning shall, in the Landlord's sole judgment, be required for the comfortable occupation and use of the Premises. Whenever heat generating machines or equipment or lighting fixtures other than Building standard lighting fixtures are used in the Premises and affect the temperature otherwise maintained by the Building air conditioning system, the Landlord may install supplementary air conditioning units in or for the benefit of the Premises, and the cost of installation, operation and maintenance thereof shall be paid by the Tenant to the Landlord upon billing by the Landlord as additional rent.

(3) WATER from municipal mains for drinking, lavatory and toilet purposes, drawn through fixtures installed by the Landlord or by the Tenant with the Landlord's written consent. The Tenant shall pay, at rates fixed by the Landlord, for water used for supplementary air conditioning or refrigeration installed by or for the Tenant, or for any purpose other than drinking, lavatory and toilet purposes.

(4) ADEQUATE PASSENGER ELEVATOR SERVICE (if the Building contains an elevator) in common with other tenants at all times,

and FREIGHT ELEVATOR SERVICE in common with other tenants, daily from 8:00 a.m. until 6:00 p.m., Saturdays, Sundays, and holidays recognized by the Landlord excepted, subject to scheduling by the Landlord. Freight elevator service at other times and elevators with attendants shall be optional with the Landlord and, if provided, shall never be deemed a continuing obligation of the Landlord.

(5) ELECTRICITY for Building standard lighting fixtures and for the Tenant's incidental uses, daily from 8:00 a.m. to 6:00 p.m., Saturdays, Sundays and holidays recognized by the Landlord excepted. With respect to such incidental uses, electricity will be furnished in the Premises by the Landlord to the Tenant without extra charge provided that (1) the connected electrical load of the incidental use equipment does not exceed an average of one watt per square foot of the Premises; (2) the electricity so furnished for incidental uses will be at nominal 120 volt single phase and that no electrical circuit for the supply of such incidental use will have a current capacity exceeding 15 amperes and (3) such incidental electricity will be used only for equipment and accessories normal to office usage such as typewriters, calculating machines, and other standard machines of similar low electrical consumption. If the Tenant's requirements for electricity are in excess of those set forth in the preceding sentence, including electricity for machines such as electronic data processing equipment or for special lighting fixtures, the Tenant shall pay the Landlord upon billing for the cost of such excess electricity as additional rent. The Landlord reserves the right to require the Tenant to procure any excess requirements at the Tenant's expense by arrangement with the local utility furnishing electricity to the Building. The Tenant shall also pay the Landlord for the cost of installing any additional risers or other facilities that may be necessary to furnish or measure such excess electricity to the Premises.

(b) The Landlord does not warrant that any of the services listed above will be free of or from interruption caused by war, insurrection, civil commotion, riots, acts of God or the enemy or of Government action, repairs, renewals, Improvements, strikes, lockouts, or picketing, whether legal or illegal, accidents, inability of the Landlord to obtain fuel or supplies, or any other cause or causes beyond the Landlord's reasonable control. Any such interruption of service shall never be deemed an eviction or disturbance of the Tenant's use and possession of the Premises or any part thereof, or render the Landlord liable to the Tenant for damages, or relieve the Tenant from performance of the Tenant's obligations under this Lease.

(c) The Landlord shall have the right to institute policies, programs and measures as may be necessary or desirable for the conservation and/or preservation of energy or energy-related services, or other resources, or as may be required to comply with any applicable Laws, whether mandatory or voluntary, provided that, said policies, programs and measures are instituted for the entire Site and imposed upon the Tenant no earlier than any other portion of the Site, provided that voluntary policies, programs and measures shall not materially interfere with the Tenant's use of the Premises.

(d) If the Tenant requests services and utilities in addition to that provided in this Paragraph, and if the Landlord consents to providing such additional services and utilities, the tenant shall pay the Landlord as additional rent, a price for providing such services.

Paragraph 11. Notice. Any notice, request, communication or demand under this Lease shall be in writing and shall be considered properly delivered when addressed as hereinafter provided, given or served personally or by registered or certified mail (return receipt requested) and deposited in the United States general or branch post office. Any notice, request, communication or demand by the Landlord to the Tenant shall be addressed to the Tenant at the Premises (or, prior to the date the Tenant first occupies any portion of the Premises, at the address of the Tenant set forth on Page 1 of this Lease) until otherwise directed in writing by the Tenant. Any notice, request, communication or demand by the Tenant to the Landlord shall be addressed to IBM Real Estate Operations East & HQ, Route 100, Somers, New York, 10589, Attn: Program Manager, with a copy addressed simultaneously to IBM Real Estate Services, New Orchard Road, Armonk, New York, 10504, Attention: Associate General Counsel until otherwise directed in writing by the Landlord. Rejection or other refusal to accept a notice, request, communication or demand or the inability to deliver the same because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, communication or demand sent.

Paragraph 12. Landlord's Title. The Landlord's title is and always shall be paramount to the Tenant's interest in this Lease, and nothing herein contained shall empower the Tenant to do any act which shall encumber the Landlord's title.

Paragraph 13. Certain Rights Reserved to Landlord. (a) The Landlord reserves the following rights to be exercised in the Landlord's sole discretion:

# Exhibit 11

## Unredacted New England Federal Credit Union Lease

LEASE AMENDMENT 2 - May 26 - 2:30PM

THIS AGREEMENT made as of the 1st day of June 2010, between NEW ENGLAND FEDERAL CREDIT UNION, having it's principal office at 141 Harvest Lane, Williston, VT 05495 (the "**Tenant**") and INTERNATIONAL BUSINESS MACHINES CORPORATION, a New York corporation, having its principal office at New Orchard Road, Armonk, New York 10504 (the "**Landlord**").

WITNESSETH

(Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Lease)

WHEREAS, the Landlord and the Tenant entered into a written Agreement of Lease dated October 7, 2002, as amended by Lease Amendment dated June 10, 2005, and supplemented by Lease Extension Letter dated March 26, 2008 (collectively, the "**Lease**"), whereby the Landlord leased to the Tenant approximately [redacted] rentable square feet of office space (the "**Leased Premises**"), in Buildings [redacted] and [redacted]; and

WHEREAS, the Tenant desires to extend the Term of the Lease and define an additional renewal option therefor;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration and of the mutual agreements hereinafter set forth, it is hereby mutually agreed as follows.

1. Effective February 15, 2010, the Tenant returned to the Landlord the entire portion of the Leased Premises located in Building [redacted] comprised of [redacted] rentable square feet (the "**Vacated Space**") so that the Leased Premises was then comprised of [redacted] square feet located entirely in Building [redacted]. Effective August 1, 2010, the Tenant hereby leases from the Landlord additional space for office use only which the parties deem to consist of [redacted] rentable square feet (the "**New Space**") in Building [redacted], as more particularly shown on the floor plan attached and marked EXHIBIT A, thereby increasing the total rentable square feet comprising the Leased Premises to [redacted] rentable square feet.

2. Notwithstanding the return of the Vacated Space to the Landlord and the addition of the New Space to the Leased Premises, the monthly rent shall remain unchanged throughout the current Term ending September 30, 2011 (i.e., [redacted].

3. The Landlord and the Tenant hereby further extend the Lease for an additional term commencing on October 1, 2011 and expiring on September 30, 2014.

4. (a) Effective October 1, 2011, the annual rent due under Section 5 of the Lease, entitled "Rent", shall be increased from [redacted] (the monthly rental being increased from [redacted]

5. Section 4.(b) of the Lease entitled "Renewal Option" is hereby amended so as to delete subparagraph 4.(b) and replace it as follows: "The Tenant is hereby granted the option to renew the term for all (but not less than all) of the Premises for two (2) three (3) year renewal options ("**Extended Terms A**" and "**B**" respectively), which shall be subject to the provisions of Sections 4(b), 2, 3, 4, 5, 6, and 7".

6. Section 4. (b) (8) of the Lease, regarding renewal rent, is hereby deleted and replaced with the following: "(8) The Tenant shall pay rent and additional rent during Extended Terms A and B. The annual rent during Extended Term A shall be increased from [redacted], and the annual rent during Extended Term B shall be increased from [redacted].

7. Improvements to the New Space as shown in EXHIBIT B shall be performed by the Tenant at the Tenant's sole cost and expense.

8. During the Term, the Landlord may relocate the Tenant to other space (the "**Substitute Leased Premises**") within the Complex by giving the Tenant at least ninety (90) days prior notice. Such notice shall specify the effective date of the relocation and the space to which the Tenant is being relocated, and the Tenant shall surrender the Leased Premises in accordance with the provisions of this Lease on or before the stated effective date. Failure of the Tenant to surrender the Leased Premises shall constitute a default hereunder.

9. Except as herein modified, the Lease shall continue in full force and effect without change.

# Exhibit 12

## Redacted Marvell Semiconductor, Inc.

## Lease

(3) The Tenant shall exercise this option by notice to the Landlord as set forth in Attachment 1 under the heading "Premises and Terms".

(4) This extension shall be upon all of the provisions of this Lease. The Premises shall be accepted by the Tenant "as is" and in its existing condition at the time the extension commences, and the Landlord shall not be obligated to make any leasehold improvements or contribute funds therefore.

(5) The Tenant shall not assign its rights under this subparagraph, except in connection with an assignment of this Lease permitted by paragraph 7 of this Lease.

(6) If the Tenant fails duly and timely to exercise its option to extend the Term, the option shall thereupon automatically terminate and expire.

(7) If at the time the Tenant exercises its option to extend the Term or at any time thereafter until commencement of the extension period, the Tenant shall be in default as set forth in paragraphs 14 and 19 of this Lease in the performance of its obligations under this Lease, the Tenant's exercise of the extension option hereunder shall become void and unenforceable.

(8) Upon the commencement date of the extension, "Term" as used herein shall include the extension period of the Term.

PARAGRAPH 5. RENT.

(a) Base Rent and Additional Rent.

(1) The Tenant shall pay the annual rent (the "Base Rent") for the entire Premises in monthly installments in advance, on the first day of every calendar month during the Term as set forth on Attachment 1 under Schedule 1. The Tenant shall pay additional rent, as described hereafter, when invoiced.

(2) From the Commencement Date until the end of the Term, Base Rent shall include those services described in Attachment 1 and Attachment 2, but for the avoidance of doubt, shall not include the cost of those services described as "Additional Fee Services" in Attachment 2.

(b) Payment of Rent and Additional Fee Services. The Tenant will pay the Base Rent and any Additional Fee Services as described Attachment 2, and any other amounts payable by Tenant hereunder (collectively, the "Rent"), without deduction, set off or demand, and without invoice or demand on the payment due date therefor. The Tenant will pay the Rent, without deduction, set off or demand, by wire, as follows: [redacted]; or to such other Person or at such other place as the Landlord may designate in writing. Any checks for the payment of Rent shall be made payable to "GLOBALFOUNDRIES U.S. 2 LLC." No payment by the Tenant or receipt by the Landlord of a lesser amount than the correct amount of Rent due hereunder shall be deemed to be other than a payment on account; nor shall any endorsement or statement on any check or any letter accompanying any check or payment as to "payment in full" or similar language be deemed to effect or evidence Landlord's acceptable of less than the full amount due or an accord and satisfaction. The Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance or pursue any other remedy provided in this Lease or at law or in equity.

PARAGRAPH 6. SERVICES AND UTILITIES.

(a) The Landlord shall furnish the Tenant with the certain services and utilities in the Premises as set forth within Attachment 1 and Attachment 2, subject to the provisions thereof and to PARAGRAPH 5 hereunder. In no event shall Landlord be required to provide any services or utilities during any period that Tenant has not paid the rent in full, or during any period in which Tenant is otherwise in material default under this Lease.

(b) No Warranties. The Landlord does not warrant that any of the services or utilities listed above or elsewhere will be free of or from interruption. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS OR USE FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. Any interruption of service or utilities shall never be deemed an eviction or disturbance of the Tenant's use and possession of the Premises or any part thereof, or render the Landlord liable to the Tenant for damages, or relieve the Tenant from performance of the Tenant's obligations under this Lease.

(c) Conservation. Notwithstanding anything to the contrary set forth in this PARAGRAPH or elsewhere in this Lease, the Landlord shall have the right to institute policies, programs and measures as may be necessary or desirable, in the Landlord's reasonable judgment, for the conservation and/or preservation of energy or energy-related services, or as may be required to comply with any applicable Laws, whether mandatory or voluntary.

PARAGRAPH 7. ASSIGNMENT, SUBLETTING & RECAPTURE.

The Tenant shall not, whether voluntarily or by operation of law, assign, encumber or otherwise transfer this Lease or any interest herein, or sublet the Premises or any part thereof, or permit the Premises to be occupied or used by anyone other than the Tenant or the Tenant's Agents. An assignment shall include any transfer of any interest in this Lease or the Premises by the Tenant pursuant to a direct or indirect merger, division, consolidation or liquidation, or pursuant to change in ownership of the Tenant involving a transfer of voting control in the Tenant (whether by transfer of partnership interests, corporate stock or otherwise, whether direct or indirect), or any pledge or mortgage of any interest in this Lease as collateral for a loan. Any assignment in violation of the foregoing prohibitions shall be void. Tenant shall provide written notice to Landlord at least thirty (30) days in advance and provide such information as Landlord may require with respect to any assignee and the transaction. Landlord's consent to any assignment may be withheld in Landlord's sole and absolute discretion.

PARAGRAPH 8. ALTERATIONS.

(a) If the Tenant requests that the Landlord make alterations in or additions to the Premises, and the Landlord agrees, such work will be performed under separate written contract to be negotiated between the Landlord and Tenant. The Tenant shall not make or permit anyone to make any alterations in or additions to the Premises (hereinafter collectively called "Improvements") or install any equipment of any kind which will require any Improvements to the Premises, or which require the use of the Building Service Systems (defined below), without the Landlord's advance written consent in each instance. The Landlord may consent to the Tenant's request to make improvements after the Tenant furnishes the Landlord with plans and specifications therefor, names and addresses of contractors who will perform the work, and indemnification of the Landlord against claims, costs, damages, liabilities and expenses, each in form and amount satisfactory to the Landlord. The Landlord agrees to provide prompt review of Tenant's alteration request, 60 days or less depending on the complexity of the project, and will call for a project review meeting if any problems surface during the course of this review that require further input or discussion from the Tenant. The Landlord will not unreasonably delay the commencement of a Landlord-approved alteration project as long as the Tenant has complied with the requirements set forth in paragraph 8(a), and the applicable requirements under Attachment 2). All Improvements shall be installed in a good and workmanlike manner and only new, high grade materials shall be used. Whether the Tenant furnishes the Landlord the foregoing or not, the Tenant hereby agrees to indemnify, defend and hold the Landlord harmless from and defend it against any and all claims, actions, damages, liabilities and expenses of every kind and description which may arise out of or be connected in anyway with the Improvements or the installation thereof. Before commencing any work in the Premises or delivering any materials into the Building, the Tenant shall furnish the Landlord with a certificate of insurance from all contractors performing labor or furnishing materials, insuring the Landlord against all claims, costs, damages, liabilities and expenses which may arise out of or be connected in anyway with the Improvements or the installation thereof. The Tenant shall promptly furnish information regarding increase in the use of utilities, environmental services, and other services by the Tenant which the parties agree will be the basis for additional rent to be charged to the Tenant pursuant to this Lease. The words "Building Service Systems" mean the electrical, HVAC, mechanical, plumbing (including all environmental systems), safety and health and telecommunication (voice/data/signal) systems that service the Building up to the point of localized distribution to the Premises. Such systems provide the main source of supply and distribution throughout the Building. The word "Structure" shall mean bearing walls, roof, exterior walls, support beams, foundation, window frames, floor slabs and support columns of the Building.

(b) The Tenant shall pay the cost of all Improvements and installation thereof and also the cost of redecorating the Premises occasioned by them. All Improvements shall comply with all insurance requirements of this Lease for construction work and the requirements of the issuers and underwriters of all policies of insurance, and with all Laws applicable to the work and to the Tenant.

(c) Upon completing any Improvements, the Tenant shall promptly furnish the Landlord with contractors' affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended and used, as well as any certificate of occupancy required by Law.

vertical penetrations of the floor. No deductions shall be made for columns and projections necessary to the Building.

(r) During the Term of this Lease, and for a period of one year thereafter, neither the Tenant nor the Landlord will solicit for employment purposes the present employees of the other party without prior written approval from the employing party. This Lease does not in any manner restrict general solicitations for employment, or the right of any employee of one party on his or her own initiative or in response to general solicitations to seek employment from the other party.

(s) The following attachments, along with any exhibits, schedules or attachments thereto are all attached hereto and made a part of this Lease:

Attachment 1: Premises Terms and Service Addendum (BVT)

Schedule 1: "BTV Schedule A Rates and Square Footage"

Schedule 2: "Avera Semi Site Population: October 2019"

Attachment 2: Facility Services Attachment for BTV, including the following exhibits:

Exhibit A-1: BUILDING AND UTILITIES MAINTENANCE

Exhibit A-2: SITE UTILITIES SERVICES AND SUPPORT STRUCTURE SERVICES

Exhibit A-3: ENERGY

Exhibit A-4: FACILITIES ENGINEERING AND CONSTRUCTION SERVICES

Exhibit A-5: ANCILLARY SITE SERVICES SAFETY AND FIRE PROTECTION

Exhibit A-6: WWAS CHEMISTRY LAB SERVICES

Exhibit B-1: CHEMICALS AND GASES

Exhibit B-2: ENVIRONMENTAL REGULATORY & OPERATIONAL COMPLIANCE

Exhibit C: SAFETY AND INDUSTRIAL HYGIENE (IH)

Exhibit D: CAPPED SERVICES

Exhibit E: RULES AND REGULATIONS, including Addendum to Exhibit E - RULES AND REGULATIONS Burlington Smoking Policy

Exhibit F: INSURANCE

This Lease, consisting of the foregoing terms and conditions and schedules constitutes the complete and exclusive agreement between Landlord and Tenant, superseding any prior or contemporaneous agreements, written or oral, relating to the subject matter herein.

PREMISES AND TERMS

**BTV** [redacted]

| | |
|---|---|
| <u>Complex Address:</u> | [redacted]. |
| <u>Premises:</u> | As set forth on Schedule 2, attached hereto. |
| <u>Permitted Use:</u> | Office and related uses. |
| <u>Term:</u> | Twelve (12) months. |

**BTV** [redacted]

| | |
|---|---|
| <u>Complex Address:</u> | [redacted] |
| <u>Premises:</u> | As set forth on Schedule 2. |
| <u>Permitted Use:</u> | Lab, testing and related uses. |
| <u>Term:</u> | Twelve (12) months. The space for testing may extended for a single six (6) month period, upon not less than ninety (90) days' notice, and upon Marvell paying all necessary costs to segregate the testing tools. |

**BTV** [redacted]

| | |
|---|---|
| Complex Address: | 1000 River Street, Essex Junction, Vermont. |
| Premises: | As set forth on Schedule 2. |
| Permitted Use: | Data center and related uses. |
| Term: | Twelve (12) months |

**ATTACHMENT 2**

**Facility Services Attachment for BTV**

**Exhibit A-1**

**BUILDING AND UTILITIES MAINTENANCE**

INCLUDED SERVICES:

- The Licensor facility maintenance team will provide 24 x 7 emergency response operations and technical support, including weekend and holidays to ensure the sufficiency of services provided by Licensor. Maintenance, operations and engineering coverage will be Monday through Friday (7am-3:30pm), including but not limited to remedial upkeep, troubleshooting, and repairs, both preventive and corrective maintenance. Notwithstanding the foregoing, the Licensor maintains limited around the clock staffing to support building operations, central utility plant operations, security and chemical operations. In each case, the Licensor services will be limited to the following building systems and their components:

| Index | Service |
|---|---|
| 1.1 | (i) Heating, ventilation and air conditioning (HVAC), including air handlers, coils, humidifiers, filtration systems, including HEPA or ULPA filtration systems for manufacturing spaces, (ii) unit heaters, (iii) control systems, (iv) ductwork systems to the first blast-gate of any Licensee-owned manufacturing equipment and related peripheral equipment.[3] |
| 1.2 | All electrical systems up to the first electrical disconnect / A-box to equipment that is part of Licensee-owned manufacturing equipment. |
| 1.3 | Facilities air conditioning units, glycol chillers, heat exchangers and their control systems and components, and distribution control valves and piping.[4] |
| 1.4 | Exhaust systems, scrubbed acid, toxic, solvent, and ammonia exhaust equipment and infrastructure, including all associated air handling units, make-up air units, recirculating units, fans, filtration (includes central scrubber packing media) ductwork, steam generators, controls |

[3] This does not include any HEPA or ULPA filters installed in mini-environments, air showers, hoods, or other particle containment equipment installed in direct support of Licensee-owned manufacturing equipment.

[4] This does not include chillers and/or related equipment installed in direct support of Licensee's tools.

| | |
|---|---|
| | systems and instrumentation. Licensor will perform periodic exhaust surveys, balancings and inspections.[5] |
| 1.5 | Site electrical distribution and systems, including switchgear, substations, load centers, transformers, panel boards, motor control centers, motors, controls systems for facilities systems and computer controls[6] |
| 1.6 | Emergency power systems, including emergency power generators, automatic transfers switch, motor-generator sets, and fuel system. Licensor will perform periodic inspections and testing for all site emergency generators. |
| 1.7 | Internal and External lighting maintenance of fixtures, bulb and ballast replacements, lighting controls lighting levels will be maintained per life-safety code requirements. |

- Licensor will maintain:

| Index | Service |
|---|---|
| 2.1 | Site elevators and lifts and support equipment and controls. Periodic inspections and certifications will be performed per life-safety code requirements. |
| 2.2 | Existing, and installed, energy management instrumentation, meters, programmable logic controllers ("PLC"), sensors, switches, and vending misers related to all facility equipment and spaces. |
| 2.3 | All building link-ways including power, lighting, architectural concerns, heating and cooling, fire doors, and sprinkler system |
| 2.4 | All site walkway maintenance, including but not limited to, handrails. |
| 2.5 | All site roadways and parking area maintenance, including but not limited to, parking lot lights, pavement, and signage. |
| 2.6 | Site-wide public address system maintenance and operations, including installation, repairs, and volume verifications, upon request. |

[5] Licensee shall be responsible for all costs and expenses related to point of use exhaust abatement systems, including but not limited to, burn boxes and scrubbers.

[6] This does not include any Uninterrupted Power Supplies (UPS) installed in direct support of Licensee's tools.

| | |
|---|---|
| 2.7 | Fire alarm system maintenance, design, and operations for all site office spaces, manufacturing areas, chemical distribution areas, including fortified gas distribution areas and bunkers, fire panels, fire detection devices, and control systems. |
| 2.8 | Leak detection system maintenance, and operations for all spaces. |
| 2.9 | Plumbing systems on the Licensed Area (but not Licensee-owned manufacturing equipment), including pumps, heat exchangers, tanks, piping, filters, strainers, controls and instrumentation for the following systems: |
| 2.10 | Domestic (treated) hot and cold water, including lavatory equipment and fixtures and emergency showers and eye washes |
| 2.11 | Low temperature hot water |
| 2.12 | High temperature hot water |
| 2.13 | Chilled water |
| 2.14 | Low temperature chilled water |
| 2.15 | Process cooling water system |
| 2.16 | Local building de-ionized water sub-systems, including reverse osmosis membranes, ultraviolet sterilizers, ion exchangers and filtration. Ultra pure water systems and all associated equipment. |
| 2.17 | Existing sprinkler system |
| 2.18 | Compressed air system and high pressure compressed air system serving manufacturing spaces, including compressors, driers, tanks, controls, instrumentation, and distribution. |
| 2.19 | Existing drain systems, including sanitary, industrial, concentrated, and chemical-mechanical polish (CMP), dilute organic distillates (DOD), roof, waste streams, drain distribution, valves, pumping stations, controls and instrumentation. |
| 2.20 | Process vacuum system |
| 2.21 | House vacuum cleaning system |

<u>ADDITIONAL FEE SERVICES:</u>

- Licensor shall perform upon request:

| Index | Service |
|---|---|
| 1.1 | Internal and external lighting requests that are not code driven. |
| 1.2 | Not all system services currently exist in all buildings and locations. If Licensee requires additional systems or services, Licensee may request by following the FCWR process described in Exhibit A-4. |

ASSUMPTIONS:

- Licensee will maintain its personal property, including equipment, tools, and peripheral equipment that is controlled by the tool or operator control panel and which therefore can be considered part of the tool.

- Licensor's facilities maintenance will generally be responsible from the main source of the specific service or commodity up to Licensee's tool connection and includes the last valve or service disconnecting device on the service distribution line extending between the main service line and Licensee's equipment or tool being supplied.

- The demarcation for electrical services between Licensor and Licensee is defined as the first customer equipment disconnect/A-box switch/breaker. Licensor shall maintain and operate the conductors (connections) leading to the switch/breaker while Licensee is responsible for the switch/breaker and conductors (connections) leading to their conductors.

- Exhaust balancing throughout manufacturing spaces will be the responsibility of the Licensor facility maintenance team.

- Exhaust design, installations, modifications, and approvals will be the responsibility of Licensor facility maintenance team and environmental team.

**Exhibit A-2**

**SITE UTILITIES SERVICES AND SUPPORT STRUCTURE SERVICES**

INCLUDED SERVICES:

| Index | Service |
|---|---|
| 1 | Licensor shall provide all building maintenance, including but not limited to, roofs, windows, and doors. |
| 2 | Licensor will provide to that part of the Licensed Area that is comprised of office space comparable hot and cold water, electricity and heating, ventilation and air-conditioning, floor tiles, carpet (if existing), and diffusers identical or similar to that received by Licensor in its own office space at the Site. |

- Licensor will provide the following utility support for the Licensed Area:

| Index | Service |
|---|---|
| 3.1 | Electricity systems for manufacturing operations: The electricity for Licensee's manufacturing operations shall be provided from nominal high voltage feeders where it is stepped-down to 480/277 nominal volts and 208/120 nominal volts for building use. |
| 3.2 | Mechanical utility systems. The following items (chilled water, low temperature chilled water, high temperature hot water, de-ionized water, treated water and compressed air) are supplied by the central utility plant through the site piping distribution system: |
| 3.3 | Chilled water: This system provides cooling water to air handling equipment and heat exchangers to provide air conditioning and process cooling. |
| 3.4 | Low temperature chilled water: This system, also referred to as the glycol or brine system (25% ethylene glycol in water solution), is used for cooling clean rooms where strict temperature and humidity specifications are required. |
| 3.5 | High temperature hot water: This system provides heating, humidification and process heating through heat exchangers and steam generators. |

**Exhibit A-3**

**ENERGY**

INCLUDED SERVICES:

- Electricity.

| Index | Service |
|---|---|
| 1 | Licensor will drive investigation of all power quality incidents and, where applicable, root cause analysis and corrective action with distribution and transmission utilities. |
| 2 | Licensor will procure all electricity. |
| 3 | Licensor will procure all natural gas for all centralized utilities. |
| 4 | Licensor will typically maintain a 14 day supply of fuel oil, subject to extraordinary circumstances. |

ASSUMPTIONS:

- Vermont is a regulated energy state.
- Licensor and Licensee will work together with electric distribution utilities, transmission utilities and state agencies as applicable to help coordinate and monitor reliability. Licensor will monitor all rate activity, legislation, and Vermont Public Service Department and Public Service Board rulings that impact energy costs and reliability and advocate as required.

**Exhibit A-4**

**FACILITIES ENGINEERING AND CONSTRUCTION SERVICES**

<u>INCLUDED SERVICES:</u>

| Index | Service |
|---|---|
| 1 | Licensor must review all Licensee rearrangement requests of Licensee-owned manufacturing and office assignments to ensure compatibility and feasibility of existing Site services and will do so under the following process: |
| 2 | Licensee may submit written requests to Licensor for sizings and facilities-related projects. For equipment related projects, Licensee shall provide scope of work, data sheets, vendor installation manuals and autocad drawings, environmental data sheets, and all other pertinent information related to the equipment, including required schedule. Licensor shall provide tool/space layout, and estimate as described below: |

- Process to include:

| Index | Service |
|---|---|
| 3.1 | Tool / Space Layout – Licensor shall provide conceptual layout for tool and space sizings, installations, rearrangements and projects, once provided with required information from Licensee. Conceptual layout will include equipment mainframe layout, peripheral and support equipment layout, including but not limited to gas and chemical services equipment, rearrangement of walls, or other space. |
| 3.2 | Tools Connect/Chemical Authorization – Licensee shall provide all information required for tools connect and chemical authorization including but not limited to sizes and weights of all equipment, electrical, water, chemical names, gas, exhaust, and drain, requirements, amps, flows, pressures, quantities, projected rate of use, recipe changes and annual verification of tools connect data, and special requirements including, but not limited to lasers, x-ray, and ergonomic requirements. Licensor shall hook up the tools to the factory systems |
| 3.3 | Cost Estimates – Licensor shall provide cost estimates for tool and space-sizings, installations, rearrangements, and projects, once |

| | |
|---|---|
| | provided with Tool/Space Layout and scope definition. Estimates will be broken out into capital and expense categories. Estimates will include an estimate for design and construction and Licensor project management and services, including Licensee safety sign off and electrical inspections. |
| 3.4 | Safety - At Licensee's request, Licensor will provide Licensee with equipment evaluations including vendor source inspections at Licensee's cost, and installation inspections for new and modified equipment to help Licensee with employee health/safety and compliance with applicable legal/regulatory requirements and good industry practice (NRTL, NFPA, NEC, and SEMI). |
| 3.5 | Licensor will provide field work order management in support of all production areas. Licensee shall submit a Facilities Work Request ("FCWR") to cover day-to-day support, tool down support, and tool change support including Licensee engineering changes from to the Licensed Area. This shall cover, but is not limited to, riggers to move heavy equipment, repairing or fabricating a pipe that breaks during equipment planned maintenance, help with unplanned maintenance or tool down situations, adjusting a blast gate for exhaust flow due to a process change, any changes not covered under the FCWR process. For the avoidance of doubt, the actual costs of the labor/project work, including design and construction management fees, if necessary, will be funded by Licensee and is not part of the Included Services. |

ADDITIONAL FEE SERVICES:

| Index | Service |
|---|---|
| 1 | Construction services in support of Licensee's alterations to the Licensed Area may be supplied at Licensor's discretion, upon request. Construction services will be performed using the following process: |
| 2 | Licensee may submit an FCWR to Licensor for approval and project initiation, including scope of work, equipment data sheets and environmental data sheets and all other pertinent information, including required schedule. |

- Process to include but not limited to:

| BTV - Main Site Infrastructure | Quantity | Capacity |
|---|---|---|
| | **Waste** | Permit = 8MGD |
| IW | | 6MGPD |
| Sanitary, DOD, & CW Combined | | 200KGPd |
| CMP | | |
| Waste Drum Storage @ CDC | N/A | |
| | **Electrical** | |
| [redacted] | | 33MVA |
| [redacted] | | 33MVA |
| [redacted] | [redacted] = 26 Substations (2,000 KVA Each) | 37MVA |
| | [redacted] = 21 Substations (2,000 KVA Each) | |
| **Note:** | | |
| Switchyard #1 Is Fed By Two Transformers Stepping The Power Down From 115kV To 13.8kV. Transformer #1 Is Rated 33 MVA And Transformer #3 Is Rated 37 MVA. | | |
| Switchyard #2 Is Fed By Two Transformers Stepping The Power Down From 115kV To 13.8kV. Transformer #2 Is Rated 33 MVA And Transformer #4 Is Rated 37 MVA. | | |
| Switchyard #3 Is Fed By Two Transformers Stepping The Power Down From 115kV To 13.8kV. Both Transformers Are Rated 37 MVA Each. | | |
| | **Exhaust** | |
| Solvent Exhaust with Adsorbers | 6 | |
| Scrubbed Acid Exhaust with Scrubbers | 10 | |
| General/Toxic | | |
| Non Scrubber Acid | | |
| **Main Site Infrastructure** | **Quantity** | **Capacity** |
| **Cooling Systems** | | |
| Cooling Towers | [redacted] | |
| CHW Chillers | | |
| Boilers | | |
| GCHW Chillers | | |
| **Water** | | |
| City Water | | |
| Process Cooling Water | | |
| [redacted] | | |
| [redacted] | | |
| [redacted] | | |
| [redacted] | | |
| [redacted] | | |

| BTV - Main Site Infrastructure | Quantity | Capacity |
|---|---|---|
| DI Water - COLD | [redacted] | [redacted] |
| DI Water - HOT | [redacted] | [redacted] |
| RO Water | [redacted] | [redacted] |
| **Gases** | [redacted] | [redacted] |
| Air Compressors | [redacted] | [redacted] |
| Hi Pressure Compressed air | [redacted] | [redacted] |
| Nitrogen Plants | [redacted] | [redacted] |
| Hydrogen | [redacted] | [redacted] |
| Oxygen | [redacted] | [redacted] |
| Helium | [redacted] | [redacted] |
| Argon | [redacted] | [redacted] |
| | **Waste** | Permit = 8MGD |
| IW | | 6MGPD |
| Sanitary, DOD, & CW Combined | | 200KGPD |
| CMP | | |
| Waste Drum Storage @ CDC | N/A | |
| **Electrical** | | |
| [redacted] | | 33MVA |
| [redacted] | | 33MVA |
| [redacted] | [redacted] = 26 substations (2,000 KVA each) | 37 MVA |
| | [redacted] = 21 Substations (2,000 KVA each) | |
| **NOTE:** | | |
| Switchyard #1 is fed by two transformers stepping the power down from 115kV to 13.8kV. Transformer #1 is rated 33 MVA and Transformer #3 is rated 37 MVA. | | |
| Switchyard #2 is fed by two transformers stepping the power down from 115kV to 13.8kV. Transformer #2 is rated 33 MVA and Transformer #4 is rated 37 MVA. | | |
| Switchyard #3 is fed by two transformers stepping the power down from 115kV to 13.8kV. Both Transformers are rated 37 MVA each. | | |
| **Exhaust** | | |

# Exhibit 13

## Unredacted Marvell Semiconductor, Inc.

## Lease

PREMISES AND TERMS

**BTV [redacted]**

| | |
|---|---|
| Complex Address: | [redacted]. |
| Premises: | As set forth on Schedule 2, attached hereto. |
| Permitted Use: | Office and related uses. |
| Term: | Twelve (12) months. |

**BTV [redacted]**

| | |
|---|---|
| Complex Address: | [redacted] |
| Premises: | As set forth on Schedule 2. |
| Permitted Use: | Lab, testing and related uses. |
| Term: | Twelve (12) months. The space for testing may extended for a single six (6) month period, upon not less than ninety (90) days' notice, and upon Marvell paying all necessary costs to segregate the testing tools. |

**BTV** [redacted]

| | |
|---|---|
| Complex Address: | 1000 River Street, Essex Junction, Vermont. |
| Premises: | As set forth on Schedule 2. |
| Permitted Use: | Data center and related uses. |
| Term: | Twelve (12) months |

Services. The parties agree that the Fee is payment in full for the use and occupancy authorized herein and any applicable services to the Premises furnished by the Landlord (the "**Landlord Services**"), in each case as separate and distinct from the Additional Fee Services which may be requested by Tenant and then provided by Landlord and referenced in Attachment 2 (the services described in Attachment 2, including the Additional Fee Services referenced therein, shall together be hereafter known as the "**Facility Services**"). The parties hereto shall reasonably cooperate to obtain Landlord Services, and Landlord shall use diligent good faith efforts to cause the Landlord Services to be provided.

Landlord shall continue to provide, during the Term, those Landlord Services and those Facility Services to the Premises that Landlord has provided to its own employees and contractors i) during the six (6) month period prior to the applicable Commencement Date; and ii) during the twelve (12) month period prior to the applicable Commencement Date but only for seasonal activities not performed during the prior six (6) months, i.e., snow removal (and no others, unless specifically agreed herein) in accordance with and subject to the terms of the Attachment 2. The terms of Attachment 2 provide that Tenant may pay, in addition to the Fee, for certain Additional Fee Services thereunder.

Included as Landlord Services are the following items, all of which are granted in accordance with Attachment 2:

1. IDC Closet space and access to provide network switching to users;
2. Access to MPOP to provide WAN services;
3. Access to guest Wi-Fi;
4. Access to the facilities management system EcolPlus; and
5. Signage will be allowed on the campus monument(s) at the entrance(s) to the facilities, in accordance with local zoning and upon reasonable agreement as to placement between the parties.

## SCHEDULE 1

### Base Rent during initial Term

| Year | Annual Base Rent | Monthly Installments of Annual Base Rent |
|---|---|---|
| 2019 | [redacted] | [redacted] |
| 2020 | | |

### Base Rent during any extension to initial Term

Square footage rates listed below will be used for cost calculation for the option period for the tester equipment in the BTV Lab Space. Space for tester equipment will continue within certain blocks of space, as mutually agreed to by the parties at the time of option exercise.

| Year | Annual Rate / nspf (Office) | | Annual Rate / nspf (Flat Floor) | | Annual Rate / nspf (Raised Floor) | | Monthly Installments of Annual Base Rent |
|---|---|---|---|---|---|---|---|
| 2020 | [redacted] | | [redacted] | | [redacted] | | Monthly installment to be determined at exercise of renewal. |
| 2021 | [redacted] | | [redacted] | | [redacted] | | Monthly installment to be determined at exercise of renewal. |