UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): **July 28, 2021 (July 22, 2021)**

Sema4 Holdings Corp.
(Exact name of registrant as specified in its charter)

Delaware	**001-39482**	**85-1966622**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

333 Ludlow Street, North Tower, 8th Floor Stamford, Connecticut	**06902**
(Address of principal executive offices)	(Zip Code)

(800) 298-6470

Registrant's telephone number, including area code

CM Life Sciences, Inc.
c/o Corvex Management
667 Madison Avenue
New York, New York
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value $0.0001 per share	SMFR	The Nasdaq Global Select Market
Warrants to purchase one share of Class A common stock, each at an exercise price of $11.50 per share	SMFRW	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

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

INTRODUCTORY NOTE

Unless otherwise stated or unless the context otherwise requires, "*we*," "*us*," "*our*," "*Sema4 Holdings*" and the "*Company*" refer Sema4 Holdings Corp., a Delaware corporation (f/k/a CM Life Sciences, Inc., a Delaware corporation), and its consolidated subsidiary following the Closing (as defined below). Furthermore, unless otherwise stated or unless the context otherwise requires, references to "*CMLS*" refer to CM Life Sciences, Inc., a Delaware corporation, prior to the Closing, and references to "*Sema4*" refer to Mount Sinai Genomics, Inc. d/b/a Sema4, a Delaware corporation, prior to the Closing. All references herein to the "*Board*" refer to the board of directors of the Company.

Terms used in this Current Report on Form 8-K (this "*Report*") but not defined herein, or for which definitions are not otherwise incorporated by reference herein, shall have the meaning given to such terms in the Proxy Statement (as defined below) in the section entitled "*Frequently Used Terms*" beginning on page 7 thereof, and such definitions are incorporated herein by reference.

This Report incorporates by reference certain information from reports and other documents that were previously filed with the Securities and Exchange Commission (the "*SEC*"), including certain information from the Proxy Statement. To the extent there is a conflict between the information contained in this Report and the information contained in such prior reports and documents and incorporated by reference herein, the information in this Report controls.

Item 1.01. Entry into a Material Definitive Agreement.

As disclosed under the sections entitled "*Proposal No. 1—The Business Combination Proposal*" beginning on page 135, of CMLS's definitive proxy statement on Schedule 14A (the "*Proxy Statement*") filed with the SEC on July 2, 2021, CMLS previously entered into an Agreement and Plan of Merger, dated February 9, 2021, with S-IV Sub, Inc., a wholly-owned subsidiary of CMLS ("*Merger Sub*"), and Sema4, as amended by an Amendment to Agreement and Plan of Merger, dated May 3, 2021 (the "*Merger Agreement*"). Pursuant to the Merger Agreement, on the Closing Date (as defined below), Merger Sub was merged with and into Sema4, with Sema4 surviving the Merger (the "*Surviving Corporation*") as a wholly owned subsidiary of the Company (the "*Merger*" and, together with the other transactions contemplated by the Merger Agreement, the "*Business Combination*").

On July 21, 2021, CMLS held a special meeting of stockholders (the "*Special Meeting*"), at which the CMLS stockholders considered and adopted, among other matters, a proposal to approve the Business Combination, including (a) adopting the Merger Agreement and (b) approving the transactions contemplated by the Merger Agreement, including the Merger and the issuance of shares of Class A common stock, par value $0.0001 per share, of the Company (prior to the Closing, the "*Class A common stock*" and, following the Closing, the "*common stock*") to the former Sema4 equity holders as merger consideration (as defined in the Proxy Statement).

Pursuant to the terms and subject to the conditions set forth in the Merger Agreement, following the Special Meeting, on July 22, 2021 (the "*Closing Date*"), the Business Combination was consummated (the "*Closing*").

Item 2.01 of this Report discusses the consummation of the Business Combination and the entry into agreements relating thereto and is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

As described above, on July 21, 2021, CMLS held the Special Meeting, at which the CMLS stockholders considered and adopted, among other matters, a proposal to approve the Merger Agreement and the Business Combination. On July 22, 2021, the parties consummated the Business Combination. In connection with the Closing, the Company changed its name from CM Life Sciences, Inc. to "Sema4 Holdings Corp.", and the Surviving Corporation changed its name from Mount Sinai Genomics, Inc. d/b/a Sema4 to "Sema4 OpCo, Inc."

Holders of 10,188 shares of CMLS's Class A common stock sold in its initial public offering (the "*public shares*") properly exercised their right to have such shares redeemed for a full pro rata portion of the trust account holding the proceeds from CMLS's initial public offering (the "*IPO*"), calculated as of two business days prior to the consummation of the Business Combination, which was approximately $10.00 per share, or $101,880 in the aggregate.

As a result of the Business Combination, each share of Sema4 Class B common stock, par value $0.00001 per share, was converted into 1/100th of a share of Sema4 Class A common stock, par value $0.00001 per share ("Sema4 Common Stock"), and, immediately thereafter, each share of Sema4 Common Stock and Sema4 Preferred Stock (as defined in the Proxy Statement) was cancelled and received a portion of the merger consideration, resulting in the former Sema4 equity holders who had elected to receive Closing Available Cash (as defined in the Proxy Statement) receiving an aggregate of $230,665,220 of cash and the former Sema4 equity holders receiving an aggregate of 178,336,298 shares of common stock of the Company.

Additionally, each issued and outstanding share of common stock of Merger Sub converted into and became one validly issued, fully paid and nonassessable share of common stock, par value $0.01 per share, of the Surviving Corporation.

Furthermore, in connection with the redemption of the public shares as described above, CMLS Holdings LLC, a Delaware limited liability company (the "*Sponsor*") forfeited no shares of Class B common stock, par value $0.0001 per share, of the Company (the "*Class B common stock*") and no private placement warrants (as defined in the Proxy Statement) held by the Sponsor. Accordingly, all the shares of Class B common stock automatically converted into common stock of the Company.

Pursuant to subscription agreements entered into on February 9, 2021 (collectively, the "*Subscription Agreements*"), certain investors agreed to subscribe for an aggregate of 35,000,000 newly-issued shares of common stock at a purchase price of $10.00 per share for an aggregate purchase price of $350,000,000 (the "*PIPE Investment*"). At the Closing, the Company consummated the PIPE Investment.

After giving effect to the Business Combination, the redemption of public shares as described above, the conversion of the Class B common stock as described above, and the consummation of the PIPE Investment, there are currently 240,190,402 shares of the Company's common stock issued and outstanding.

The Company's common stock and the warrants sold in the IPO (the "*public warrants*") commenced trading on the Nasdaq Global Select Market of The Nasdaq Stock Market LLC ("*Nasdaq*") under the symbols "*SMFR*" and "*SMFRW,*" respectively, on July 23, 2021, subject to ongoing review of the Company's satisfaction of all listing criteria following the Business Combination.

As noted above, an aggregate of $101,880 was paid from the Company's trust account to holders that properly exercised their right to have public shares redeemed, and the remaining balance immediately prior to the Closing of approximately $442,686,205 remained in the trust account. The remaining amount in the trust account was used to fund the Business Combination, including the payment of cash to the former Sema4 equity holders as described above.

FORM 10 INFORMATION

Item 2.01(f) of Form 8-K states that if the registrant was a shell company, as the Company was immediately before the Business Combination, then the registrant must disclose the information that would be required if the registrant were filing a general form for registration of securities on Form 10. Accordingly, the Company is providing below the information that would be included in a Form 10 if it were to file a Form 10. Please note that the information provided below relates to the combined company after the consummation of the Business Combination, unless otherwise specifically indicated or the context otherwise requires.

Cautionary Note Regarding Forward-Looking Statements

This Report includes statements that express the Company's opinions, expectations, beliefs, plans, objectives, assumptions or projections regarding future events or future results and therefore are, or may be deemed to be, "forward-looking statements." These forward-looking statements are within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995 and are based on the current expectations and beliefs of management of the Company, and are subject to a number of factors and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. These forward-looking statements can generally be identified by the use of forward-looking terminology, including the terms "believes," "estimates," "anticipates," "expects," "seeks," "projects," "intends," "plans," "may," "will" or "should" or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this Report (including in information that is incorporated by reference into this Report) and include statements regarding our intentions, beliefs or current expectations concerning, among other things, the Business Combination and the benefits of the Business Combination, including results of operations, financial condition, liquidity, prospects, growth, strategies and the markets in which the Company operates. Such forward-looking statements are based on available current market material and management's expectations, beliefs and forecasts concerning future events impacting the Company. Factors that may impact such forward-looking statements include:

- the Company's ability to realize the benefits of the Business Combination;
- the Company's ability to raise financing in the future and to comply with restrictive covenants related to long-term indebtedness;
- the Company's success in retaining or recruiting, or changes required in, its officers, key employees or directors following the Business Combination;
- factors relating to the business, operations and financial performance of the Company, including:
    - the Company's ability to comply with laws and regulations applicable to its business;
    - market conditions and global and economic factors beyond the Company's control;
- intense competition and competitive pressures from other companies worldwide in the industries in which the Company will operate; and

- litigation and the ability to adequately protect the Company's intellectual property rights.

The forward-looking statements contained in this Report are based on the Company's current expectations and beliefs concerning future developments and their potential effects on the Business Combination and the Company. There can be no assurance that future developments affecting the Company will be those that the Company has anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond the Company's control) or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements. These risks and uncertainties include, but are not limited to, those factors described or incorporated by reference under the heading "Risk Factors" below. Should one or more of these risks or uncertainties materialize, or should any of the assumptions prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements. The Company will not and does not undertake any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

Business

The business of the Company is described in the Proxy Statement in the section entitled "*Sema4's Business*" beginning on page 217 thereof and that information is incorporated herein by reference.

Risk Factors

The risks associated with the Company's business are described in the Proxy Statement in the section entitled "*Risk Factors*" beginning on page 52 thereof and are incorporated herein by reference. Such risks include, but are not limited to the following:

Summary Risk Factors

- The COVID-19 pandemic has affected and may further materially and adversely affect the Company's business and financial results.
- Due to the high degree of uncertainty regarding the implementation and impact of the CARES Act and other legislation related to COVID-19, there can be no assurance that the Company will be able to comply with the applicable terms and conditions of the CARES Act and retain such assistance.
- Other companies or institutions may develop and market novel or improved technologies, which may make the Company's technologies less competitive or obsolete.
- If the Company does not continue to innovate and provide products and services that are useful to users, it may not remain competitive, which could harm its business and operating results.
- The Company relies on highly skilled personnel in a broad array of disciplines and, if it is unable to hire, retain or motivate these individuals, or maintain its corporate culture, it may not be able to maintain the quality of its services or grow effectively.
- The Company needs to scale its infrastructure in advance of demand for its products and services, and its failure to generate sufficient demand for its products and services would have a negative impact on its business and its ability to attain profitability.
- The Company relies on a limited number of product and suppliers or, in some cases, single suppliers, for data infrastructure and some of its laboratory instruments and materials and may not be able to find replacements or immediately transition to alternative suppliers or service providers.

- The Company's current and future products and services may never achieve significant commercial market acceptance.
- The Company's projections are subject to significant risks, assumptions, estimates and uncertainties, including assumptions regarding adoption of its products and services. As a result, the Company's projected revenues, market share, expenses and profitability may differ materially from its expectations in any given quarter or fiscal year.
- The Company has estimated the sizes of the markets for its current and future products and services, and these markets may be smaller than it estimates.
- The Company may never become profitable.
- The Company's operating results could be subject to significant fluctuation, which could increase the volatility of the Company's stock and warrant price and cause losses to its stockholders.
- The Company's revenue growth rate could decline over time, and it may experience downward pressure on its operating margins in the future.
- The Company may need to raise additional capital to fund its existing operations, develop additional products and services, commercialize new products and services or expand its operations.
- The Company has identified material weaknesses, some of which have a pervasive effect across the organization, and may identify additional material weaknesses or significant deficiencies, in its internal controls over financial reporting. The Company's failure to remedy these matters could result in a material misstatement of its financial statements.
- The Company relies on third-party laboratories to perform certain elements of its service offerings, and relies on Mount Sinai, a related party, and its clinicians for a portion of its test volume in connection with its diagnostic solutions and for data programs.
- The Company and its partners will have to maintain compliance with FDA requirements for research, products and services and failure to maintain compliance with FDA requirements may prevent or delay the marketing of its products and services.
- Compliance with the HIPAA security, privacy and breach notification regulations may increase the Company's costs.
- The Company faces uncertainty related to healthcare reform, pricing, coverage and reimbursement, which could reduce its revenue.
- The Company's inability to effectively protect its proprietary products, processes, and technologies, including the confidentiality of its trade secrets, could harm its competitive position.
- If patent regulations or standards are modified, such changes could have a negative impact on the Company's business.
- Litigation or other proceedings resulting from either third-party claims of patent infringement, or asserting infringement by third parties of the Company's technology, could be costly, time-consuming, and could limit its ability to commercialize its products or services.
- Interruption, interference with, or failure of the Company's information technology and communications systems could hurt its ability to effectively provide its products and services, which could harm its reputation, financial condition, and operating results.
- Security breaches, privacy issues, loss of data and other incidents could compromise sensitive, protected, or personal information related to the Company's business, could prevent it from accessing critical information, and could expose it to regulatory liability, which could adversely affect its business.
- The Company depends on its scientific computing and information technology and management systems and any failure of these systems could harm its business.
- If the Business Combination's benefits do not meet the expectations of investors, stockholders or financial analysts, the market price of the Company's securities may decline.

- Changes in laws, regulations or rules, or a failure to comply with any laws, regulations or rules, may adversely affect the Company's business, investments and results of operations.
- The Company may face litigation and other risks as a result of the material weakness in our internal control over financial reporting.
- The process of taking a company public by means of a business combination with a special purpose acquisition company is different from taking a company public through an in initial public offering and may create risks for our unaffiliated investors.

Financial Information

The financial information of the Company is described in the Proxy Statement in the sections entitled "*Selected Historical Financial Data of Sema4*" and "*Sema4's Management's Discussion and Analysis of Financial Condition and Results of Operations*" beginning on pages 47 and 244 thereof, respectively, and are incorporated herein by reference.

The financial information of CMLS is described in the Proxy Statement in the sections entitled "*Selected Historical Financial Information of the Company*" and "*The Company's Discussion and Analysis of Financial Condition and Results of Operations*" beginning on pages 44 and 208 thereof, respectively, and are incorporated herein by reference.

Reference is made to the disclosure set forth in Item 9.01 of this Report relating to the financial information of the Company and CMLS, and to Exhibit 99.2 to this Report, all of which are incorporated herein by reference.

Properties

The properties of the Company are described in the Proxy Statement in the section entitled "*Sema4's Business*" beginning on page 217 thereof and that information is incorporated herein by reference.

Security Ownership of Certain Beneficial Owners and Management

The following table sets forth information known to us regarding the beneficial ownership of our common stock immediately following consummation of the Business Combination by:

- each person who is the beneficial owner of more than 5% of the outstanding shares of our common stock;
- each of our named executive officers and directors; and
- all of our executive officers and directors as a group.

Beneficial ownership is determined according to the rules of the SEC, which generally provide that a person has beneficial ownership of a security if he, she or it possesses sole or shared voting or investment power over that security. Under those rules, beneficial ownership includes securities that the individual or entity has the right to acquire, such as through the exercise of warrants or stock options or the vesting of restricted stock units, within 60 days of the record date. Shares subject to warrants or options that are currently exercisable or exercisable within 60 days of the record date or subject to restricted stock units that vest within 60 days of the record date are considered outstanding and beneficially owned by the person holding such warrants, options or restricted stock units for the purpose of computing the

percentage ownership of that person but are not treated as outstanding for the purpose of computing the percentage ownership of any other person.

Except as noted by footnote, and subject to community property laws where applicable, based on the information provided to the Company, the persons and entities named in the table below have sole voting and investment power with respect to all shares shown as beneficially owned by them. Unless otherwise indicated, the business address of each beneficial owner listed in the table below is c/o Sema4 Holdings Corp., 333 Ludlow Street, North Tower, 8th Floor, Stamford, Connecticut 06902.

The table below does not include any Earn-Out Shares (as defined in the Proxy Statement) that may be issued after the closing of the Business Combination.

The beneficial ownership of our common stock is based on 240,190,402 shares of common stock issued and outstanding immediately following consummation of the Business Combination, including the redemption of public shares as described above, and conversion of the Class B common stock as described above and the consummation of the PIPE Investment.

Beneficial Ownership Table

Name of Beneficial Owners	Number of Shares of Class A Common Stock Beneficially Owned	Percentage of Outstanding Class A Common Stock
5% Stockholders:		
Entities affiliated with Blackstone Group Inc.[(1)]	25,056,993	10.4%
Entities affiliated with Deerfield Management Company, L.P.[(2)]	13,848,488	5.8%
Icahn School of Medicine at Mount Sinai[(3)]	88,355,473	36.8%
Directors and Named Executive Officers:		
Eric Schadt[(4)]	6,751,479	2.8%
Isaac Ro	—	—
Daniel Clark[(5)]	1,322,267	*
James Coffin[(6)]	2,573,902	1.1%
Anthony Prentice[(7)]	2,056,939	*
Kareem Saad	—	—
Karen White[(8)]	38,646	*
Dennis Charney	—	—
Eli D. Casdin[(9)]	22,730,419	9.5%
Emily Leproust[(10)]	191,666	*
Michael Pellini	—	—
Jason Ryan	—	—
Joshua Ruch	—	—
Rachel Sherman[(11)]	136,207	*
Nat Turner[(12)]	191,666	*
Directors and executive officers as a group (15 individuals)[(13)]	163,254,145	68.0%

* Less than one percent.

(1) Consists of 24,404,324 shares of common stock held by BTO Sema4 Holdings L.P., 505,095 shares of common stock held by Blackstone Tactical Opportunities Fund - FD L.P. and 147,574 shares of common stock held by Blackstone Family Tactical Opportunities Investment Partnership III ESC L.P. BTO Holdings Manager L.L.C. is the general partner of BTO Sema4 Holdings L.P. Blackstone Tactical Opportunities Associates L.L.C. is the managing member of BTO Holdings Manager L.L.C. BTOA L.L.C. is the sole member of Blackstone Tactical Opportunities Associates L.L.C. Blackstone Holdings III L.P. is the managing member of BTOA L.L.C. Blackstone Tactical Opportunities Associates III - NQ L.P. is the general partner of Blackstone Tactical Opportunities Fund - FD L.P. BTO DE GP - NQ L.L.C. is the general partner of Blackstone Tactical Opportunities Associates III - NQ L.P. Blackstone Holdings II L.P. is the managing member of BTO DE GP - NQ L.L.C. Blackstone Holdings I/II GP L.L.C. is the general partner of Blackstone Holdings II L.P. BTO Side-by-Side GP L.L.C. is the general partner of Blackstone Family Tactical Opportunities Investment Partnership III ESC L.P. Blackstone Holdings III L.P. is the sole member of BTO Side-by-Side GP L.L.C. Blackstone Holdings III GP L.P. is the general partner of Blackstone Holdings III L.P. Blackstone Holdings III GP Management L.L.C. is the general partner of Blackstone Holdings III GP L.P. The Blackstone Group Inc. is the sole member of each of Blackstone Holdings I/II GP L.L.C. and Blackstone Holdings III GP Management L.L.C. The sole holder of the Class C common stock of The Blackstone Group Inc. is Blackstone Group Management L.L.C. Blackstone Group Management L.L.C. is wholly-owned by Blackstone's senior managing directors and controlled by its founder, Stephen A. Schwarzman. Each of the Blackstone entities described in this footnote and Stephen A. Schwarzman may be deemed to beneficially own the shares directly or indirectly controlled by such Blackstone entities or him, but each disclaims beneficial ownership of such shares. The address of Mr. Schwarzman and each of the other entities listed in this footnote is c/o The Blackstone Group Inc., 345 Park Avenue, New York, New York 10154.

(2) Consists of 6,924,244 shares of common stock held by Deerfield Partners and 6,924,244 shares of common stock held by DPDF. Deerfield Management Company, L.P. (“*Deerfield Management*”) is the investment manager of Deerfield Partners, L.P. (“*Deerfield Partners*”) and Deerfield Private Design Fund V, L.P. (“*DPDF*”). Deerfield Mgmt, L.P. (“*Deerfield Mgmt*”) is the general partner of Deerfield Partners. Deerfield Mgmt V, L.P. (“*Deerfield Mgmt V*”) is the general partner of DPDF. James E. Flynn is the sole member of the general partner of each of Deerfield Management, Deerfield Mgmt and Deerfield Mgmt V. Deerfield Management, Deerfield Mgmt and Mr. Flynn may be deemed to beneficially own the securities held by Deerfield Partners. Deerfield Management, Deerfield Mgmt V and Mr. Flynn may be deemed to beneficially own the securities held by DPDF. The address for each of Deerfield Partners, DPDF, Deerfield Management, Deerfield Mgmt, Deerfield Mgmt V and Mr. Flynn is 345 Park Avenue South, New York, New York 10010.

(3) Consists of 88,355,473 shares of common stock held by Icahn School of Medicine at Mount Sinai (“*ISMMS*”). The shares are held by ISMMS, a New York Education Corporation. The responsibility and authority for the voting and investment decisions with respect to the shares held by ISMMS is vested in those persons who from time to time are the executive officers of ISMMS under the oversight and direction of its board of directors and its sole member, Mount Sinai Health System, Inc., a New York Not-for-Profit Corporation. The address for Icahn School of Medicine at Mount Sinai is One Gustave L. Levy Place, New York, New York 10029.

(4) Consists of 6,751,479 shares of common stock subject to options that are exercisable within 60 days of Closing.

(5) Consists of 1,322,267 shares of common stock subject to options that are exercisable within 60 days of Closing.

(6) Consists of 2,573,902 shares of common stock subject to options that are exercisable within 60 days of Closing.

(7) Consists of 2,056,939 shares of common stock subject to options that are exercisable within 60 days of Closing.

(8) Consists of 38,646 shares of common stock subject to options that are exercisable within 60 days of Closing.

(9) Includes 15,993,750 shares of common stock and 6,736,669 shares of common stock underlying private placement warrants that are exercisable within 60 days of Closing. The Sponsor is the record holder of the securities reported herein. The Board of Managers of the Sponsor is comprised of Mr. Eli Casdin and Mr. Keith A. Meister who share voting and investment discretion with respect to the securities held of record by the Sponsor. Messrs. Casdin and Meister disclaim beneficial ownership of these shares except to the extent of their respective pecuniary interests therein. The business address of Mr. Casdin is c/o Corvex Management LP, Inc., 667 Madison Ave, New York, NY 10065.

(10) Consists of 25,000 shares of common stock and 166,666 shares of common stock underlying private placement warrants that are exercisable within 60 days of Closing.

(11) Consists of 136,207 shares of common stock subject to options that are exercisable within 60 days of Closing.

(12) Consists of 25,000 shares of common stock held by Nat Turner and 166,666 shares of common stock underlying private placement warrants held by NTWJ Holdings, LLC ("*NTWJ*"), that are exercisable within 60 days of Closing. Mr. Turner is a managing member of NTWJ. The address for NTWJ is 139 Reade Street, New York, New York 10013.

(13) Consists of (i) 163,254,145 shares of common stock held by all directors and executive officers of the Company as a group, and (ii) 12,879,440 shares of common stock subject to options held by all directors and executive officers of the Company as a group and that are exercisable within 60 days of Closing.

Directors and Executive Officers

The Company's directors and executive officers upon the Closing are described in the Proxy Statement in the section entitled "*Management After the Business Combination*" beginning on page 279 thereof and that information is incorporated herein by reference.

Directors

The Company's Board is classified into three classes of directors. Pursuant to the approval of CMLS stockholders from the Special Meeting, the following persons will constitute the Company's Board effective upon the Closing: Eli D. Casdin, Joshua Ruch, Michael Pellini, Rachel Sherman, Eric Schadt, Nat Turner, Dennis Charney, Emily Leproust and Jason Ryan. Keith A. Meister, Sean George and Munib Islam resigned as directors of the Company. Eli D. Casdin, Joshua Ruch and Michael Pellini were appointed to serve as Class I directors, with terms expiring at the Company's first annual meeting of stockholders following the Closing; Rachel Sherman, Eric Schadt, Nat Turner and Dennis Charney were appointed to serve as Class II directors, with terms expiring at the Company's second annual meeting of stockholders following the Closing; and Emily Leproust and Jason Ryan were appointed to serve as Class III directors, with terms expiring at the Company's third annual meeting of stockholders following the Closing. Biographical information for these individuals is set forth in the Proxy Statement in the section titled "*Management After the Business Combination*" beginning on page 279, which is incorporated herein by reference.

Committees of the Board of Directors

Effective as of the Closing, the standing committees of the Company's Board consist of an audit committee (the "*Audit Committee*"), a compensation committee (the "*Compensation Committee*") and a nominating and corporate governance committee (the "*Nominating and Corporate Governance Committee*"). Each of the committees reports to the Board.

Effective as of the Closing, the Board appointed Dennis Charney, Emily Leproust, and Jason Ryan to serve on the Audit Committee, with Mr. Ryan as chair. The Board appointed Joshua Ruch, Rachel Sherman and Nat Turner to serve on the Compensation Committee, with Mr. Ruch as chair. The Board appointed Joshua Ruch and Rachel Sherman to serve on the Compensation Committee, with Ms. Sherman as chair.

The committees of the Board are further described in the Proxy Statement in the section entitled "*Management After the Business Combination—Committees of the Board of Directors*" beginning on page 283 thereof and that information is incorporated herein by reference.

Executive Officers

Effective as of the Closing, each of Eli D. Casdin, Brian Emes and Shaun Rodriguez resigned as the Chief Executive Officer, Chief Financial Officer and Secretary, and Chief Strategy Officer of the Company, respectively. Effective as of the Closing, the Board appointed Eric Schadt to serve as Chief Executive Officer, Isaac Ro to serve as Chief Financial Officer, James Coffin to serve as President and Chief Operating Officer, Daniel Clark to serve as Secretary and General Counsel, Anthony Prentice to serve as Chief Product Officer, Kareem Saad to serve as Chief Business Officer and Karen White to serve as Chief People Officer of the Company. Biographical information for these individuals is set forth in the Proxy Statement in the section titled "*Management After the Business Combination*" beginning on page 279, which is incorporated herein by reference. In connection with the Closing, the Company has determined that Shawn Assad, the Company's Chief Accounting Officer, is not an executive officer of the Company within the meaning of Rule 16a-1(f) under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*").

Executive Compensation

Executive Compensation and Director Compensation

The executive compensation of the Company's named executive officers and directors is described in the Proxy Statement in the section entitled "*Executive Compensation of Sema4*" beginning on page 273 thereof and that information is incorporated herein by reference.

On the Closing Date, the Board approved forms of a stock option agreement and a RSU agreement for use in connection with awards issued pursuant to the Sema4 Holdings Corp. 2021 Incentive Plan (as defined in the Proxy Statement) issued pursuant to the Merger Agreement. The forms of these award agreements are included as Exhibits 10.6 and 10.7 to this Report, respectively and are incorporated herein by reference.

Compensation Committee Interlocks and Insider Participation

None of our executive officers serves as a member of the Board or compensation committee (or other committee performing equivalent functions) of any entity that has one or more executive officers serving on the Board or compensation committee.

Certain Relationships and Related Party Transactions, and Director Independence

Certain Relationships and Related Party Transactions

Certain relationships and related party transactions are described in the Proxy Statement in the section entitled "*Certain Relationships and Related Party Transactions*" beginning on page 304 thereof and are incorporated herein by reference.

On the Closing Date, the Company, the Sponsor and certain other parties thereto (collectively, the "rights holders") entered into the Amended and Restated Registration Rights Agreement, which amended and restated in its entirety the prior registration rights agreement, dated September 1, 2020, by and between CMLS and the parties thereto. Pursuant to the terms of the Amended and Restated Registration Rights Agreement, the Company is to prepare and file with the SEC, no later than 30 days after the Closing Date, a shelf registration statement for an offering to be made on a continuous basis from time to time with respect to the resale of the registrable shares under the Amended and Restated Registration Rights Agreement. The Company is further required to use commercially reasonable efforts to cause such shelf registration statement to be declared effective as soon as possible after filing, but in no event later than the earlier of 60 days following the filing date thereof and five business days after the SEC notifies the Company that it will not review such registration statement, subject to extension in the event that the registration is subject comments from the SEC.

In addition, pursuant to the terms of the Amended and Restated Registration Rights Agreement and subject to certain requirements and customary conditions, including with regard to the number of demand rights that may be exercised, the rights holders may demand at any time or from time to time, that the Company files a registration statement on Form S-1 or Form S-3 to register certain shares of common stock held by such rights holders. The Amended and Restated Registration Rights Agreement also provides the rights holders with "piggy-back" registration rights, subject to certain requirements and customary conditions. The Company will bear the expenses incurred in connection with the filing of any such registration statement.

The foregoing description of the Amended and Restated Registration Rights Agreement is qualified in its entirety by the text of the Amended and Registration Rights Agreement, which is included as Exhibit 10.2 to this Report and is incorporated herein by reference.

Independence of Directors

Nasdaq listing standards require that a majority of the Board be independent. An "independent director" is defined generally as a person other than an officer or employee of the company or its subsidiaries or any other individual having a relationship which in the opinion of the company's board of directors, would interfere with the director's exercise of independent judgment in carrying out the responsibilities of a director. The Board has determined that each individual member of the Board other than Eric Schadt and Eli D. Casdin are "independent directors" as defined in the Nasdaq listing standards and applicable SEC rules. Our independent directors will have regularly scheduled meetings at which only independent directors are present.

Legal Proceedings

Reference is made to the disclosure regarding legal proceedings in the section of the Proxy Statement titled "*Sema4's Business—Legal Proceedings*" beginning on page 241, which is incorporated herein by reference.

Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters

Market Information and Dividends

The Company's common stock and warrants commenced trading on the Nasdaq under the symbols "SMFR" and "SMFRW," respectively, on July 23, 2021, subject to ongoing review of the Company's satisfaction of all listing criteria following the Business Combination, in lieu of the common stock and warrants of CMLS. CMLS's units ceased trading separately on the Nasdaq on July 23, 2021. The Company has never declared or paid any cash dividends and does not presently plan to pay cash dividends in the foreseeable future.

Holders of Record

As of the Closing and following the completion of the Business Combination, including the redemption of public shares as described above, the conversion of the Class B common stock and described above and the consummation of the PIPE Investment, the Company had 240,190,402 shares of common stock outstanding held of record by approximately 119 holders and no shares of preferred stock outstanding. Such amounts do not include DTC participants or beneficial owners holding shares through nominee names.

Securities Authorized for Issuance Under Equity Compensation Plans

Reference is made to the disclosure described in the Proxy Statement in the section entitled "*Proposal No. 5—Approval of the Incentive Plan*" beginning on page 183 thereof and "*Proposal No. 6—Approval of Employee Stock Purchase Plan*" beginning on page 188 thereof, which are incorporated herein by reference. As described above, the Sema4 Holdings Corp. 2021 Incentive Plan and the material terms

thereunder, including the authorization of the initial share reserve thereunder, were approved by CMLS's stockholders at the Special Meeting.

Recent Sales of Unregistered Securities

Reference is made to the disclosure set forth under Item 3.02 of this Report relating to the issuance of the Company's common stock in connection with the Business Combination, the conversion of the Class B common stock and the PIPE Investment, which is incorporated herein by reference.

Description of Registrant's Securities to be Registered

The Company's securities are described in the Proxy Statement in the section entitled "*Description of Securities*" beginning on page 286 thereof and that information is incorporated herein by reference. As described below, the Company's amended and restated certificate of incorporation was approved by CMLS's stockholders at the Special Meeting and became effective as of the Closing.

Indemnification of Directors and Officers

The indemnification of our directors and officers is described in the Proxy Statement in the section entitled "*Certain Relationships and Related Party Transactions—Indemnification Agreements*" beginning on page 309 thereof and that information is incorporated herein by reference.

On the Closing Date, the Company entered into new indemnification agreements with each of its directors and executive officers and certain other key employees. The indemnification agreements provide that the Company will indemnify each of its directors, executive officers, and such other key employees against any and all expenses incurred by that director, executive officer, or other key employee because of his or her status as one of the Company's directors, executive officers, or other key employees, to the fullest extent permitted by Delaware law, the Amended and Restated Certificate of Incorporation and the Company's bylaws. In addition, the indemnification agreements provide that, to the fullest extent permitted by Delaware law, the Company will advance all expenses incurred by its directors, executive officers, and other key employees in connection with a legal proceeding involving his or her status as a director, executive officer, or key employee.

The foregoing description of the indemnification agreements is qualified in its entirety by the text of the form of director and officer indemnification agreement, which is included as Exhibit 10.4 to this Report and is incorporated herein by reference.

Financial Statements and Supplementary Data

Reference is made to the disclosure set forth under Item 9.01 of this Report relating to the financial information of the Company, and to Exhibit 99.2 to this Report, all of which are incorporated herein by reference.

Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Reference is made to the disclosure set forth under Item 4.01 of this Report relating to the change in the Company's certifying accountant, which is incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

At the Closing, the Company consummated the Business Combination and the PIPE Investment. Additionally, 11,068,750 shares of Class B common stock held by the Sponsor and certain of its affiliates automatically converted to shares of common stock as of the Closing. The disclosure under Item 2.01 of this Report is incorporated into this Item 3.02 by reference.

The Company issued the shares of common stock pursuant to the Business Combination and the PIPE Investment under Section 4(a)(2) of the Securities Act and/or Rule 506 of Regulation D promulgated under the Securities Act, as a transaction by an issuer not involving a public offering. The Company issued the shares of common stock in connection with the conversion of the Class B common stock under Section 3(a)(9) of the Securities Act, as an exchange with its existing security holders exclusively where no commission or other remuneration was paid or given directly or indirectly for soliciting such exchange. The investors in the PIPE Investment represented their intentions to acquire the shares for investment only and not with a view to or for sale in connection with any distribution, and appropriate restrictive legends were affixed to the certificates representing all of the shares issued in the Business Combination and the PIPE Investment and in connection with the conversion of the Class B common stock (or reflected in restricted book entry with the Company's transfer agent). The parties also had adequate access, through business or other relationships, to information about the Company.

Item 3.03. Material Modification to Rights of Security Holders

The information set forth in Item 5.03 to this Report is incorporated herein by reference.

Item 4.01 Changes in Registrant's Certifying Accountant

On July 22, 2021, the Audit Committee approved the dismissal of WithumSmith+Brown, PC ("*Withum*"), CMLS's independent registered public accounting firm prior to the Business Combination, in connection with the Closing.

Withum's report ("*Withum's Report*") on CMLS's financial statements as of December 31, 2020 and the related statements of operations, changes in shareholders' equity and cash flows for the period from July 10, 2020 (inception) through December 31, 2020 did not contain any adverse opinion or disclaimer of opinion, nor was it qualified or modified as to uncertainty, audit scope or accounting principles, other than as follows:

Withum's Report contained a separate paragraph stating that:

> "As discussed in Note 2 to the financial statements, the Securities and Exchange Commission issued a public statement entitled Staff Statement on Accounting and Reporting Considerations for Warrants Issued by Special Purpose Acquisition Companies ("SPACs") (the "Public Statement") on April 12, 2021, which discusses the accounting for certain warrants as liabilities. The Company previously accounted for its warrants as equity instruments. Management evaluated its warrants against the Public Statement, and determined that the warrants should be accounted for as liabilities. Accordingly, the 2020 financial statements have been restated to correct the accounting and related disclosure for the warrants."

During the period from July 10, 2020 (inception) through December 31, 2020 and the subsequent period through July 22, 2021, there were no: (i) disagreements with Withum on any matter of accounting

principles or practices, financial statement disclosures or audited scope or procedures, which disagreements if not resolved to Withum's satisfaction would have caused Withum to make reference to the subject matter of the disagreement in connection with its report or (ii) reportable events as defined in Item 304(a)(1)(v) of Regulation S-K.

The Company has provided Withum with a copy of the disclosures made by the Company in response to this Item 4.01 and has requested that Withum furnish the Company with a letter addressed to the SEC stating whether it agrees with the statements made by the registrant in response to this Item 304(a) and, if not, stating the respects in which it does not agree. A letter from Withum is attached as Exhibit 16.1 to this Report.

The Company expects in the coming weeks that the Audit Committee will appoint a new independent registered public accounting firm to audit the Company's consolidated financial statements for the year ended December 31, 2021.

Item 5.01. Changes in Control of the Registrant.

The information set forth above under Item 1.01 and Item 2.01 of this Report is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information set forth above in the sections titled "Directors and Officers," "Executive Compensation," "Certain Relationships and Related Party Transactions" and "Indemnification of Directors and Officers" in Item 2.01 to this Report is incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On July 22, 2021, in connection with the consummation of the Business Combination, the Company amended and restated its certificate of incorporation, effective as of the Closing (as amended, the "*Amended and Restated Certificate of Incorporation*"), and the Company adopted restated bylaws (the "*Bylaws*").

Copies of the Amended and Restated Certificate of Incorporation and the Bylaws are attached as Exhibits 3.1 and 3.2 to this Report, respectively, and are incorporated herein by reference.

The material terms of the Amended and Restated Certificate of Incorporation and the Bylaws and the general effect upon the rights of holders of the Company's capital stock are included in the Proxy Statement under the sections titled "*Proposal No. 3—The Charter Approval Proposal*," "*Proposal No. 4— Approval of Certain Governance Provisions in the Amended and Restated Certificate of Incorporation*," and "*Description of Securities*" beginning on pages 179, 181, and 286 of the Proxy Statement, respectively, which are incorporated herein by reference.

Item 5.06 Change in Shell Company Status

As a result of the Business Combination, the Company ceased to be a shell company. Reference is made to the disclosure in the Proxy Statement in the sections entitled "*Proposal No. 1—Approval of the Business Combination*" beginning on page 135 thereof, which is incorporated herein by reference.

Item 8.01. Other Events.

On July 22, 2021, the parties issued a joint press release announcing the completion of the Business Combination, a copy of which is furnished as Exhibit 99.1 hereto.

Item 9.01. Financial Statement and Exhibits.

(a) Financial statements of businesses acquired.

The (i) audited balance sheets of Sema4 as of December 31, 2020 and 2019, the related statements of operations and comprehensive loss, redeemable convertible preferred stock and stockholders' deficit and cash flows for each of the three years in the period ended December 31, 2020, and the related notes and (ii) the unaudited condensed financial statements of Sema4 as of March 31, 2021 and for the three months ended March 31, 2021 and 2020 and the related notes are included in the Proxy Statement beginning on page F-3 and are incorporated herein by reference.

The (i) audited balance sheet of CMLS as of December 31, 2020, the related statements of operations, changes in shareholders' equity and cash flows for the period from July 10, 2020 (inception) through December 31, 2020, and the related notes and (ii) the unaudited condensed financial statements of CMLS as of March 31, 2021 and for the three months ended March 31, 2021 and the related notes are included in the Proxy Statement beginning on page F-62 and are incorporated herein by reference.

(b) Pro forma financial information.

The unaudited pro forma condensed combined financial information of the Company as of and for the three months ended March 31, 2021 and for the year ended December 31, 2020 is filed as Exhibit 99.2 and is incorporated herein by reference.

(d) Exhibits.

		Incorporated by Reference		
Exhibit Number	**Description**	**Form**	**Exhibit**	**Filing Date**
2.1*	Agreement and Plan of Merger, dated February 9, 2021, by and among CMLS, Merger Sub and Legacy Sema4, as amended by Amendment to Agreement and Plan of Merger dated May 3, 2021.	DEFM14A	Annex A	07/02/2021
3.1	Third Amended and Restated Certificate of Incorporation of Sema4 Holdings Corp.			
3.2	Restated Bylaws of Sema4 Holdings Corp.			
4.1	Specimen Class A Common Stock Certificate.	S-1/A	4.2	08/24/2020
4.2	Specimen Warrant Certificate.	S-1/A	4.3	08/24/2020
4.3	Warrant Agreement, dated as of September 1, 2020, by and between CM Life Sciences, Inc. and Continental Stock Transfer & Trust Company, as warrant agent.	8-K	10.1	09/04/2020

10.1	Lockup Agreement, dated as of February 9, 2021, by and among the Company and the stockholder parties identified therein.	8-K	10.2	02/11/2021
10.2	Amended and Restated Registration Rights Agreement, dated as of July 22, 2021, by and among the Company, certain equity holders of the Company named therein and certain equity holders of Sema4 named therein.			
10.3	Subscription Agreement, dated as of February 9, 2021, by and among the Company and the subscriber parties thereto.	8-K	10.1	02/11/2021
10.4	Form of Director and Officer Indemnification Agreement.			
10.5	2021 Equity Incentive Award Plan.			
10.6	Form of Stock Option Agreement under the 2021 Incentive Award Plan.			
10.7	Form of RSU Agreement under the 2021 Incentive Award Plan.			
10.8	Form of Earn-Out RSU Agreement.			
10.9	2021 Employee Stock Purchase Plan.			
10.10	Amended and Restated Employment of Agreement of Eric Schadt.			
10.11	Employment Agreement of Isaac Ro.			
10.12	Employment Agreement of Dan Clark.			
10.13	Employment Agreement of James Coffin.			
10.14	Employment Agreement of Anthony Prentice.			
10.15	Employment Agreement of Kareem Saad.			
10.16	Employment Agreement of Karen White.			
10.17	Sub-Sublease, dated as of June 6, 2017, by and between Icahn School of Medicine at Mount Sinai and the Company, as amended July 31, 2019.			
10.18	Sublease Agreement, dated as of November 8, 2019, by and between Marriott International, Inc. and the Company.			
10.19	Sublease, dated as of June 1, 2017, by and between Icahn School of Medicine at Mount Sinai and the Company, as amended December 22, 2017.			
10.20	Sublease, dated as of April 23, 2019, by and between Icahn School of Medicine at Mount Sinai and the Company.			
10.21	Lease Agreement, dated as of January 31, 2020, by and between 1 Commercial Street Associates, LLC and the Company.			

10.22**	Master Services Agreement, dated as of April 2, 2018, by and among the Company, Icahn School of Medicine at Mount Sinai, The Mount Sinai Hospital, and the parties thereto, as amended July 31, 2019
10.23**	Master Services Agreement, dated as of May 10, 2018, by and between the Company and Icahn School of Medicine at Mount Sinai, as amended July 31, 2019.
10.24**	Data Structuring and Curation Agreement, dated as of August 1, 2019, by and between Icahn School of Medicine at Mount Sinai and the Company, as amended March 11, 2020.
10.25**	BioMe Biospecimen and Data Access Agreement, dated as of July 19, 2019, by and between Icahn School of Medicine at Mount Sinai and the Company.
10.26**	Non-Exclusive Patent License Agreement, dated as of June 1, 2017, by and between the Company and Icahn School of Medicine at Mount Sinai.
10.27**	Supply Agreement, dated as of June 20, 2014, by and between the Company and Illumina, Inc., and amendments thereto.
16.1	Letter from Withum to the U.S. Securities and Exchange Commission dated July 28, 2021.
21.1	Subsidiaries of the Company.
99.1	Press release dated July 22, 2021.
99.2	Unaudited pro forma condensed combined financial information of the Company as of and for the three months ended March 31, 2021 and for the year ended December 30, 2020.

* Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The Company agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.
** The Company has omitted portions of the exhibit as permitted under Regulation S-K Item 601(b)(10).

SIGNATURES

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

Sema4 Holdings Corp.

Date: July 28, 2021

By: /s/ Eric Schadt

Name: Eric Schadt

Title: Chief Executive Officer

CM LIFE SCIENCES, INC.

THIRD AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

CM Life Sciences, Inc., a Delaware corporation, hereby certifies as follows:

1. The name of this corporation is "CM Life Sciences, Inc." The date of the filing of its original Certificate of Incorporation with the Secretary of State of the State of Delaware was July 10, 2020 (the "***Original Certificate***"), the First Amendment and Restatement to the Original Certificate was filed with the Secretary of State of the State of Delaware on July 13, 2020 (the "***First Amended Certificate***"), and Second Amended and Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on September 1, 2020 (the "***Second Amended Certificate***").

2. This Third Amended and Restated Certificate of Incorporation of the corporation attached hereto as Exhibit A, which is incorporated herein by this reference, and which restates, integrates and further amends the provisions of the Certificate of Incorporation of this corporation as previously amended and/or restated, has been duly adopted by this corporation's Board of Directors and by the stockholders in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, with the approval of this corporation's stockholders having been given by written consent without a meeting in accordance with Section 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, this corporation has caused this Restated Certificate of Incorporation to be signed by its duly authorized officer and the foregoing facts stated herein are true and correct.

M LIFE SCIENCES, INC.

/: /s/ Brian Emes

ame: Brian Emes

tle: Secretary

EXHIBIT A

SEMA4 HOLDINGS CORP.

THIRD AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

ARTICLE I: NAME

The name of the corporation is Sema4 Holdings Corp. (the "***Corporation***").

ARTICLE II: AGENT FOR SERVICE OF PROCESS

The address of the registered office of this Corporation in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle 19801, and the name of the registered agent of this Corporation in the State of Delaware at such address is The Corporation Trust Company.

ARTICLE III: PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "***General Corporation Law***").

ARTICLE IV: AUTHORIZED STOCK

1. **Total Authorized**. The total number of shares of all classes of stock that the Corporation has authority to issue is 381,000,000 shares, consisting of two classes: 380,000,000 shares of Class A Common Stock, $0.0001 par value per share (the "***Common Stock***"); and 1,000,000 shares of Preferred Stock, $0.0001 par value per share ("***Preferred Stock***").

2. **Designation of Additional Series**.

2.1. The Board of Directors of the Corporation (the "***Board***") is authorized, subject to any limitations prescribed by the law of the State of Delaware, to provide for the issuance of the shares of Preferred Stock in one or more series, and, by filing a Certificate of Designation pursuant to the applicable law of the State of Delaware ("***Certificate of Designation***"), to establish from time to time the number of shares to be included in each such series, to fix the designation, vesting, powers (including voting powers), preferences and relative, participating, optional or other special rights, if any, of the shares of each such series and any qualifications, limitations or restrictions thereof, and, except where otherwise provided in the applicable Certificate of Designation, to thereafter increase (but not above the total number of authorized shares of the Preferred Stock) or decrease (but not below the number of shares of such series then outstanding) the number of shares of any such series. The number of authorized shares of Preferred Stock may also be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of two-thirds of the voting power of all then-outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class, without a separate vote of the holders of the Preferred Stock, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law, unless a separate vote of the holders of one or more series is required pursuant to the terms of any Certificate of Designation; *provided*, *however*, that if two-

thirds of the Whole Board (as defined below) has approved such increase or decrease of the number of authorized shares of Preferred Stock, then only the affirmative vote of the holders of a majority of the voting power of all then-outstanding shares of the capital stock of the Corporation entitled to vote thereon, voting together as a single class, without a separate vote of the holders of the Preferred Stock, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law, unless a separate vote of the holders of one or more series is required pursuant to the terms of any Certificate of Designation, shall be required to effect such increase or decrease. For purposes of this Third Amended and Restated Certificate of Incorporation (as the same may be amended and/or restated from time to time, including pursuant to the terms of any Certificate of Designation designating a series of Preferred Stock, this "***Certificate of Incorporation***"), the term "***Whole Board***" shall mean the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships.

2.2. Except as otherwise expressly provided in any Certificate of Designation designating any series of Preferred Stock pursuant to the foregoing provisions of this Article IV, any new series of Preferred Stock may be designated, fixed and determined as provided herein by the Board without approval of the holders of Common Stock or the holders of Preferred Stock, or any series thereof, and any such new series may have powers, preferences and rights, including, without limitation, voting powers, dividend rights, liquidation rights, redemption rights and conversion rights, senior to, junior to or pari passu with the rights of the Common Stock, any series of Preferred Stock or any future class or series of capital stock of the Corporation.

2.3. Each outstanding share of Common Stock shall entitle the holder thereof to one vote on each matter properly submitted to the stockholders of the Corporation for their vote; *provided*, *that*, except as otherwise required by law, holders of Common Stock shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any Certificate of Designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any Certificate of Designation relating to any series of Preferred Stock).

ARTICLE V: AMENDMENT OF BYLAWS

The Board shall have the power to adopt, amend or repeal the Bylaws of the Corporation (as the same may be amended and/or restated from time to time, the "***Bylaws***"). Any adoption, amendment or repeal of the Bylaws by the Board shall require the approval of a majority of the Whole Board. The stockholders shall also have power to adopt, amend or repeal the Bylaws; *provided*, *that*, notwithstanding any other provision of this Certificate of Incorporation or any provision of law that might otherwise permit a lesser or no vote, but in addition to any vote of the holders of any class or series of stock of the Corporation required by applicable law or by this Certificate of Incorporation (including any Preferred Stock issued pursuant to a Certificate of Designation), the affirmative vote of the holders of at least two-thirds of the voting power of all then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders to adopt, amend or repeal any provision of the Bylaws; *provided*, *further*, that, in the case of any proposed adoption, amendment or repeal of any provisions of the Bylaws that is approved by the Board and submitted to the stockholders for adoption thereby, if two-thirds of the Whole Board has approved such adoption, amendment or repeal of any provisions of the Bylaws, then only the affirmative vote of the holders of a majority of the voting power of all then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class (in addition to any vote of the holders of any class or series of stock of the Corporation required by

applicable law or by this Certificate of Incorporation (including any Preferred Stock issued pursuant to a Certificate of Designation)), shall be required to adopt, amend or repeal any provision of the Bylaws.

ARTICLE VI: MATTERS RELATING TO THE BOARD OF DIRECTORS

1. **Director Powers**. Except as otherwise provided by the General Corporation Law, the Bylaws of the Corporation or this Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board.

2. **Number of Directors**. Subject to the special rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, the total number of directors constituting the Whole Board shall be fixed from time to time exclusively by resolution adopted by a majority of the Whole Board.

3. **Classified Board**. Subject to the special rights of the holders of one or more series of Preferred Stock to elect additional directors under specified circumstances, the directors shall be divided, with respect to the time for which they severally hold office, into three classes designated as Class I, Class II and Class III, respectively (the "***Classified Board***"). The Board may assign members of the Board already in office to the Classified Board, which assignments shall become effective at the same time that the Classified Board becomes effective. Directors shall be assigned to each class in accordance with a resolution or resolutions adopted by the Board. The number of directors in each class shall be divided as nearly equal as is practicable. The initial term of office of the Class I directors shall expire at the Corporation's first annual meeting of stockholders following the effectiveness of this Certificate of Incorporation, the initial term of office of the Class II directors shall expire at the Corporation's second annual meeting of stockholders following the effectiveness of this Certificate of Incorporation and the initial term of office of the Class III directors shall expire at the Corporation's third annual meeting of stockholders following the effectiveness of this Certificate of Incorporation. At each annual meeting of stockholders following the effectiveness of this Certificate of Incorporation, directors elected to succeed those directors of the class whose terms then expire shall be elected for a term of office expiring at the third succeeding annual meeting of stockholders after their election.

4. **Term and Removal**. Each director shall hold office until the annual meeting at which such director's term expires and until such director's successor is duly elected and qualified, or until such director's earlier death, resignation, disqualification or removal. Any director may resign at any time by delivering a resignation in writing or by electronic transmission to the Corporation at its principal office or to the Chairperson of the Board, the Chief Executive Officer, or the Secretary. Subject to the special rights of the holders of any series of Preferred Stock, no director may be removed from the Board except for cause and only by the affirmative vote of the holders of at least two-thirds of the voting power of the then-outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class. In the event of any increase or decrease in the authorized number of directors, (a) each director then serving as such shall nevertheless continue as a director of the class of which he or she is a member and (b) the newly created or eliminated directorships resulting from such increase or decrease shall be apportioned by the Board among the classes of directors so as to make all classes as nearly equal in number as is practicable, provided that no decrease in the number of directors constituting the Board shall shorten the term of any director.

5. **Board Vacancies and Newly Created Directorships**. Subject to the special rights of the holders of any series of Preferred Stock, any vacancy occurring in the Board for any cause, and any newly created directorship resulting from any increase in the authorized number of directors, shall, unless (a) the Board determines by resolution that any such vacancies or newly created directorships shall be

filled by the stockholders or (b) as otherwise provided by law, be filled only by the affirmative vote of a majority of the directors then in office, even if less than a quorum, or by a sole remaining director, and shall not be filled by the stockholders. Any director elected in accordance with the preceding sentence shall hold office for a term expiring at the annual meeting of stockholders at which the term of office of the class to which the director has been assigned expires and until such director's successor shall have been duly elected and qualified, or until such director's earlier death, resignation, disqualification or removal.

6. **Vote by Ballot**. Election of directors need not be by written ballot unless the Bylaws shall so provide.

ARTICLE VII: DIRECTOR LIABILITY

1. **Limitation of Liability**. To the fullest extent permitted by law, no director of the Corporation shall be personally liable for monetary damages for breach of fiduciary duty as a director. Without limiting the effect of the preceding sentence, if the General Corporation Law is hereafter amended to authorize the further elimination or limitation of the liability of a director, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law, as so amended.

2. **Change in Rights**. Neither any amendment nor repeal of this Article VII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article VII, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision.

ARTICLE VIII: MATTERS RELATING TO STOCKHOLDERS

1. **No Action by Written Consent of Stockholders**. Subject to the rights of any series of Preferred Stock then outstanding, no action shall be taken by the stockholders of the Corporation except at a duly called annual or special meeting of stockholders and no action shall be taken by the stockholders of the Corporation by written consent in lieu of a meeting.

2. **Special Meeting of Stockholders.** Special meetings of the stockholders of the Corporation may be called only by the Chairperson of the Board, the Chief Executive Officer, the Lead Independent Director (as defined in the Bylaws), the President, or the Board acting pursuant to a resolution adopted by a majority of the Whole Board and may not be called by the stockholders or any other person or persons.

3. **Advance Notice of Stockholder Nominations and Business Transacted at Special Meetings**. Advance notice of stockholder nominations for the election of directors of the Corporation and of business to be brought by stockholders before any meeting of stockholders of the Corporation shall be given in the manner provided in the Bylaws. Business transacted at special meetings of stockholders shall be limited to the purpose or purposes stated in the notice of meeting.

ARTICLE IX: CHOICE OF FORUM

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for: (a) any derivative action or proceeding brought on behalf of the Corporation; (b) any action asserting a claim of breach of a fiduciary duty owed by, or other wrongdoing by, any director, officer, stockholder, employee or agent of the Corporation to the Corporation or the Corporation's stockholders;

(c) any action asserting a claim against the Corporation or any director, officer, stockholder, employee or agent of the Corporation arising pursuant to any provision of the General Corporation Law, this Certificate of Incorporation or the Bylaws or as to which the General Corporation Law confers jurisdiction on the Court of Chancery of the State of Delaware; (d) any action to interpret, apply, enforce or determine the validity of this Certificate of Incorporation or the Bylaws; or (e) any action asserting a claim against the Corporation or any director, officer, stockholder, employee or agent of the Corporation governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article IX.

ARTICLE X: AMENDMENT OF CERTIFICATE OF INCORPORATION

If any provision of this Certificate of Incorporation shall be held to be invalid, illegal, or unenforceable, then such provision shall nonetheless be enforced to the maximum extent possible consistent with such holding and the remaining provisions of this Certificate of Incorporation (including, without limitation, all portions of any section of this Certificate of Incorporation containing any such provision held to be invalid, illegal, or unenforceable, which is not invalid, illegal, or unenforceable) shall remain in full force and effect.

The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware and all rights conferred upon stockholders are granted subject to this reservation; *provided*, *however*, that, notwithstanding any other provision of this Certificate of Incorporation or any provision of law that might otherwise permit a lesser vote or no vote (but subject to the rights of any series of Preferred Stock set forth in any Certificate of Designation), but in addition to any vote of the holders of any class or series of the stock of the Corporation required by law or by this Certificate of Incorporation, the affirmative vote of the holders of at least two-thirds of the voting power of all then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend or repeal this Article X or Article V, Article VI, Article VII or Article VIII; *provided*, *further*, that if two-thirds of the Whole Board has approved such amendment or repeal of any provisions of this Certificate of Incorporation, then only the affirmative vote of the holders of a majority of the voting power of all then-outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class (in addition to any other vote of the holders of any class or series of stock of the Corporation required by law or by this Certificate of Incorporation or any Certificate of Designation), shall be required to amend or repeal such provisions of this Certificate of Incorporation.

*** * * * * * * * * ***

Exhibit 3.2

Sema4 Holdings Corp.

(a Delaware corporation)

RESTATED BYLAWS

As Adopted July 22, 2021 and

As Effective July 22, 2021

SEMA4 HOLDINGS CORP.

(a Delaware corporation)

RESTATED BYLAWS

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SEMA4 HOLDINGS CORP.

(a Delaware corporation)

RESTATED BYLAWS

As Adopted July 22, 2021 and
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ARTICLE I: STOCKHOLDERS

Section 1.1: Annual Meetings. An annual meeting of stockholders shall be held for the election of directors at such date and time as the Board of Directors (the "***Board***") of Sema4 Holdings Corp. (the "***Corporation***") shall each year fix. Annual meetings may be held either at a place, within or without the State of Delaware as permitted by the General Corporation Law of the State of Delaware (the "***DGCL***"), or by means of remote communication as the Board in its sole discretion may determine. Any proper business may be transacted at the annual meeting. The Board may postpone, reschedule or cancel any previously scheduled annual meeting of stockholders.

Section 1.2: Special Meetings. Special meetings of stockholders for any purpose or purposes shall be called in the manner set forth in the Certificate of Incorporation of the Corporation (as the same may be amended and/or restated from time to time, the "***Certificate of Incorporation***"). Special meetings may be held either at a place, within or without the State of Delaware, or by means of remote communication as the Board in its sole discretion may determine. Business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of the meeting. The Board may postpone, reschedule or cancel any previously scheduled special meeting of stockholders.

Section 1.3: Notice of Meetings. Notice of all meetings of stockholders shall be given in writing or by electronic transmission in the manner provided by applicable law (including, without limitation, as set forth in Section 7.1.1 of these Bylaws) stating the date, time and place, if any, of the meeting, the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for determining stockholders entitled to notice of the meeting). In the case of a special meeting, such notice shall also set forth the purpose or purposes for which the meeting is called. Unless otherwise required by applicable law or the Certificate of Incorporation, notice of any meeting of stockholders shall be given not less than ten (10), nor more than sixty (60), days before the date of the meeting to each stockholder of record entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting.

Section 1.4: Adjournments. Notwithstanding Section 1.5 of these Bylaws, the chairperson of the meeting shall have the power to adjourn the meeting to another time, date and place (if any), regardless of whether a quorum is present, at any time and for any reason. Any meeting of stockholders, annual or special, may be adjourned from time to time, and notice need not be given of any such adjourned meeting if the time, date and place (if any) thereof and the means of remote communication (if any) by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken; *provided*, *however*, that if the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If, after the adjournment, a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as

the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting. At the adjourned meeting, the Corporation may transact any business that might have been transacted at the original meeting. If a quorum is present at the original meeting, it shall also be deemed present at the adjourned meeting. To the fullest extent permitted by law, the Board may postpone, reschedule or cancel at any time and for any reason any previously scheduled special or annual meeting of stockholders before it is to be held, regardless of whether any notice or public disclosure with respect to any such meeting has been sent or made pursuant to Section 1.3 hereof or otherwise, in which case notice shall be provided to the stockholders of the new date, time and place, if any, of the meeting as provided in Section 1.3 above.

Section 1.5: Quorum. Except as otherwise provided by applicable law, the Certificate of Incorporation or these Bylaws, at each meeting of stockholders the holders of a majority of the voting power of the shares of stock issued and outstanding and entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business; *provided*, *however*, that where a separate vote by a class or classes or series of stock is required by applicable law or the Certificate of Incorporation, the holders of a majority of the voting power of the shares of such class or classes or series of the stock issued and outstanding and entitled to vote on such matter, present in person or represented by proxy at the meeting, shall constitute a quorum entitled to take action with respect to the vote on such matter. If a quorum shall fail to attend any meeting, the chairperson of the meeting or, if directed to be voted on by the chairperson of the meeting, the holders of a majority of the voting power of the shares entitled to vote who are present in person or represented by proxy at the meeting may adjourn the meeting. Shares of the Corporation's stock belonging to the Corporation (or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation are held, directly or indirectly, by the Corporation), shall neither be entitled to vote nor be counted for quorum purposes; *provided*, *however*, that the foregoing shall not limit the right of the Corporation or any other corporation to vote any shares of the Corporation's stock held by it in a fiduciary capacity and to count such shares for purposes of determining a quorum. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

Section 1.6: Organization. Meetings of stockholders shall be presided over by (a) such person as the Board may designate, or (b) in the absence of such a person, the Chairperson of the Board, or (c) in the absence of such person, the Lead Independent Director, or, (d) in the absence of such person, the Chief Executive Officer of the Corporation, or (e) in the absence of such person, the President of the Corporation, or (f) in the absence of such person, by a Vice President of the Corporation. The Secretary of the Corporation shall act as secretary of the meeting, but in such person's absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7: Voting; Proxies. Each stockholder of record entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy. Such a proxy may be prepared, transmitted and delivered in any manner permitted by applicable law. Except as may be required in the Certificate of Incorporation, directors shall be elected by a plurality of the votes cast by the holders of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. At all meetings of stockholders at which a quorum is present, unless a different or minimum vote is required by applicable law, rule or regulation applicable to the Corporation or its securities, the rules or regulations of any stock exchange applicable to the Corporation, the Certificate of Incorporation or these Bylaws, in which case such different or minimum vote shall be the applicable vote on the matter, every matter other than the election of directors shall be decided by the affirmative vote of the holders of a majority of the voting power of the shares of stock entitled to vote on such matter that are

present in person or represented by proxy at the meeting and are voted for or against the matter (or if there are two or more classes or series of stock entitled to vote as separate classes, then in the case of each class or series, the holders of a majority of the voting power of the shares of stock of that class or series present in person or represented by proxy at the meeting voting for or against such matter).

Section 1.8: Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at 5:00 p.m. Eastern Time on the day next preceding the day on which notice is given, or, if notice is waived, at 5:00 p.m. Eastern Time on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided*, *however*, that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board and which shall not be more than sixty (60) days prior to such action. If no such record date is fixed by the Board, then the record date for determining stockholders for any such purpose shall be at 5:00 p.m. Eastern Time on the day on which the Board adopts the resolution relating thereto.

Section 1.9: List of Stockholders Entitled to Vote. The Corporation shall prepare, at least ten (10) days before every meeting of stockholders, a complete list of stockholders entitled to vote at the meeting (*provided*, *however*, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date), arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten (10) days prior to the meeting, either (a) on a reasonably accessible electronic network as permitted by applicable law (*provided* that the information required to gain access to the list is provided with the notice of the meeting), or (b) during ordinary business hours, at the principal place of business of the Corporation. If the meeting is held at a location where stockholders may attend in person, a list of stockholders entitled to vote at the meeting shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present at the meeting. If the meeting is held solely by means of remote communication, then the list shall be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access the list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are

the stockholders entitled to examine the list of stockholders required by this Section 1.9 or to vote in person or by proxy at any meeting of stockholders.

Section 1.10: Inspectors of Elections.

1.10.1 Applicability. Unless otherwise required by the Certificate of Incorporation or by applicable law, the following provisions of this Section 1.10 shall apply only if and when the Corporation has a class of voting stock that is: (a) listed on a national securities exchange; (b) authorized for quotation on an interdealer quotation system of a registered national securities association; or (c) held of record by more than two thousand (2,000) stockholders. In all other cases, observance of the provisions of this Section 1.10 shall be optional, and at the discretion of the Board.

1.10.2 Appointment. The Corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors of election to act at the meeting and make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting.

1.10.3 Inspector's Oath. Each inspector of election, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability.

1.10.4 Duties of Inspectors. At a meeting of stockholders, the inspectors of election shall (a) ascertain the number of shares outstanding and the voting power of each share, (b) determine the shares represented at a meeting and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period of time a record of the disposition of any challenges made to any determination by the inspectors, and (e) certify their determination of the number of shares represented at the meeting, and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of the duties of the inspectors.

1.10.5 Opening and Closing of Polls. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced by the chairperson of the meeting at the meeting. No ballot, proxies or votes, nor any revocations thereof or changes thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery upon application by a stockholder shall determine otherwise.

1.10.6 Determinations. In determining the validity and counting of proxies and ballots, the inspectors shall be limited to an examination of the proxies, any envelopes submitted with those proxies, any information provided in connection with proxies pursuant to Section 211(a)(2)b.(i) of the DGCL, or in accordance with Sections 211(e) or 212(c)(2) of the DGCL, ballots and the regular books and records of the Corporation, except that the inspectors may consider other reliable information for the limited purpose of reconciling proxies and ballots submitted by or on behalf of banks, brokers, their nominees or similar persons which represent more votes than the holder of a proxy is authorized by the record owner to cast or more votes than the stockholder holds of record. If the inspectors consider other reliable information for the limited purpose permitted herein, the inspectors at the time they make their certification of their determinations pursuant to this Section 1.10 shall specify the precise information considered by them, including the person or persons from whom they obtained the information, when the information was obtained, the means by which the information was obtained and the basis for the inspectors' belief that such information is accurate and reliable.

Section 1.11: Conduct of Meetings. The Board may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the person presiding over any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the presiding person of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) rules and procedures for maintaining order at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (d) restrictions on entry to the meeting after the time fixed for the commencement thereof; (e) limitations on the time allotted to questions or comments by participants; (f) restricting the use of audio/video recording devices and cell phones; and (g) complying with any state and local laws and regulations concerning safety and security. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 1.12: Notice of Stockholder Business; Nominations.

1.12.1 Annual Meeting of Stockholders.

(a) Nominations of persons for election to the Board and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only: (i) pursuant to the Corporation's notice of such meeting (or any supplement thereto), (ii) by or at the direction of the Board or any committee thereof or (iii) by any stockholder of the Corporation who was a stockholder of record at the time of giving of the notice provided for in this Section 1.12 (the "***Record Stockholder***"), who is entitled to vote at such meeting and who complies with the notice and other procedures set forth in this Section 1.12 in all applicable respects. For the avoidance of doubt, the foregoing clause (iii) shall be the exclusive means for a stockholder to make nominations or propose business (other than business included in the Corporation's proxy materials pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended (such act, and the rules and regulations promulgated thereunder, the "***Exchange Act***")), at an annual meeting of stockholders, and such stockholder must fully comply with the notice and other procedures set forth in this Section 1.12 to make such nominations or propose business before an annual meeting.

(b) For nominations or other business to be properly brought before an annual meeting by a Record Stockholder pursuant to Section 1.12.1(a) of these Bylaws:

(i) the Record Stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and provide any updates or supplements to such notice at the times and in the forms required by this Section 1.12;

(ii) such other business (other than the nomination of persons for election to the Board) must otherwise be a proper matter for stockholder action;

(iii) if the Proposing Person (as defined below) has provided the Corporation with a Solicitation Notice (as defined below), such Proposing Person must, in the case of a proposal other than the nomination of persons for election to the Board, have delivered a proxy statement and form of proxy to holders of at least the percentage of the Corporation's voting shares required under applicable law to carry any such proposal, or, in the case of a nomination or nominations, have delivered a proxy statement and form of proxy to holders of a percentage of the Corporation's voting shares reasonably believed by such Proposing Person to be sufficient to elect the nominee or nominees proposed to be nominated by such Record Stockholder, and must, in either case, have included in such materials the Solicitation Notice; and

(iv) if no Solicitation Notice relating thereto has been timely provided pursuant to this Section 1.12, the Proposing Person proposing such business or nomination must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this Section 1.12.

To be timely, a Record Stockholder's notice must be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not later than 5:00 p.m. Eastern Time on the seventy-fifth (75th) day nor earlier than 5:00 p.m. Eastern Time on the one hundred and fifth (105th) day prior to the first anniversary of the preceding year's annual meeting (except in the case of the Corporation's first annual meeting following the date of these Bylaws, for which such notice shall be timely if delivered in the same time period as if such meeting were a special meeting governed by Section 1.12.3 of these Bylaws); *provided*, *however*, that in the event that the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the Record Stockholder to be timely must be so delivered (A) no earlier than 5:00 p.m. Eastern Time on the one hundred and fifth (105th) day prior to such annual meeting and (B) no later than 5:00 p.m. Eastern Time on the later of the ninetieth (90th) day prior to such annual meeting or 5:00 p.m. Eastern Time on the tenth (10th) day following the day on which Public Announcement (as defined below) of the date of such meeting is first made by the Corporation. In no event shall an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for providing the Record Stockholder's notice.

(c) As to each person whom the Record Stockholder proposes to nominate for election or reelection as a director, in addition to the matters set forth in paragraph (e) below, such Record Stockholder's notice shall set forth:

(i) the name, age, business address and residence address of such person;

(ii) the principal occupation or employment of such nominee;

(iii) the class, series and number of any shares of stock of the Corporation that are beneficially owned or owned of record by such person or any Associated Person (as defined in Section 1.12.4(c));

(iv) the date or dates such shares were acquired and the investment intent of such acquisition;

(v) all other information relating to such person that would be required to be disclosed in solicitations of proxies for election of directors in an election contest (even if an election contest is not involved), or would be otherwise required, in each case pursuant to and in accordance with Section 14(a) (or any successor provision) under the Exchange Act and the rules and regulations thereunder;

(vi) such person's written consent to being named in the Corporation's proxy statement as a nominee, to the public disclosure of information regarding or related to such person provided to the Corporation by such person or otherwise pursuant to this Section 1.12 and to serving as a director if elected;

(vii) whether such person meets the independence requirements of the stock exchange upon which the Corporation's Common Stock is primarily traded;

(viii) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three (3) years, and any other material relationships, between or among such Proposing Person or any of its respective affiliates and associates, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, on the other hand, including all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the Proposing Person or any of its respective affiliates and associates were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant; and

(ix) a completed and signed questionnaire, representation and agreement required by Section 1.12.2 of these Bylaws.

(d) As to any business other than the nomination of a director or directors that the Record Stockholder proposes to bring before the meeting, in addition to the matters set forth in paragraph (e) below, such Record Stockholder's notice shall set forth:

(i) a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws, the text of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such Proposing Person, including any anticipated benefit to any Proposing Person therefrom; and

(ii) a description of all agreements, arrangements and understandings between or among any such Proposing Person and any of its respective affiliates or associates, on the one hand, and any other person or persons, on the other hand, (including their names) in connection with the proposal of such business by such Proposing Person.

(e) As to each Proposing Person giving the notice, such Record Stockholder's notice shall set forth:

(i) the current name and address of such Proposing Person, including, if applicable, their name and address as they appear on the Corporation's stock ledger, if different;

(ii) the class or series and number of shares of stock of the Corporation that are directly or indirectly owned of record or beneficially owned by such Proposing Person, including any shares of any class or series of the Corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future;

(iii) whether and the extent to which any derivative interest in the Corporation's equity securities (including without limitation any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the

Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of shares of the Corporation or otherwise, and any cash-settled equity swap, total return swap, synthetic equity position or similar derivative arrangement (any of the foregoing, a "***Derivative Instrument***"), as well as any rights to dividends on the shares of any class or series of shares of the Corporation that are separated or separable from the underlying shares of the Corporation) or any short interest in any security of the Corporation (for purposes of this Bylaw a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any increase or decrease in the value of the subject security, including through performance-related fees) is held directly or indirectly by or for the benefit of such Proposing Person, including without limitation whether and the extent to which any ongoing hedging or other transaction or series of transactions has been entered into by or on behalf of, or any other agreement, arrangement or understanding (including without limitation any short position or any borrowing or lending of shares) has been made, the effect or intent of which is to mitigate loss to or manage risk or benefit of share price changes for, or to increase or decrease the voting power of, such Proposing Person with respect to any share of stock of the Corporation (any of the foregoing, a "***Short Interest***");

(iv) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such Proposing Person or any of its respective affiliates or associates is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership;

(v) any direct or indirect material interest in any material contract or agreement with the Corporation, any affiliate of the Corporation or any Competitor (as defined below) (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement);

(vi) any significant equity interests or any Derivative Instruments or Short Interests in any Competitor held by such Proposing Person and/or any of its respective affiliates or associates;

(vii) any other material relationship between such Proposing Person, on the one hand, and the Corporation, any affiliate of the Corporation or any Competitor, on the other hand;

(viii) all information that would be required to be set forth in a Schedule 13D filed pursuant to Rule 13d-1(a) or an amendment pursuant to Rule 13d-2(a) if such a statement were required to be filed under the Exchange Act and the rules and regulations promulgated thereunder by such Proposing Person and/or any of its respective affiliates or associates;

(ix) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the business proposed to be brought before the meeting pursuant to Section 14(a) (or any successor provision) under the Exchange Act and the rules and regulations thereunder;

(x) such Proposing Person's written consent to the public disclosure of information provided to the Corporation pursuant to this Section 1.12;

(xi) a complete written description of any agreement, arrangement or understanding (whether oral or in writing) (including any knowledge that another person or entity is Acting in Concert (as defined in Section 1.12.4(c)) with such Proposing Person) between or among such

Proposing Person, any of its respective affiliates or associates and any other person Acting in Concert with any of the foregoing persons;

(xii) a representation that the Record Stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination;

(xiii) a representation whether such Proposing Person intends (or is part of a group that intends) to deliver a proxy statement or form of proxy to holders of, in the case of a proposal, at least the percentage of the Corporation's voting shares required under applicable law to carry the proposal or, in the case of a nomination or nominations, a sufficient number of holders of the Corporation's voting shares to elect such nominee or nominees (an affirmative statement of such intent being a "***Solicitation Notice***"); and

(xiv) any proxy, contract, arrangement, or relationship pursuant to which the Proposing Person has a right to vote, directly or indirectly, any shares of any security of the Corporation.

The disclosures to be made pursuant to the foregoing clauses (ii), (iii), (iv) and (vi) shall not include any information with respect to the ordinary course business activities of any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these Bylaws on behalf of a beneficial owner.

(f) A stockholder providing written notice required by this Section 1.12 shall update such notice in writing, if necessary, so that the information provided or required to be provided in such notice is true and correct in all material respects as of (i) the record date for determining the stockholders entitled to notice of the meeting and (ii) 5:00 p.m. Eastern Time on the tenth (10th) business day prior to the meeting or any adjournment or postponement thereof. In the case of an update pursuant to clause (i) of the foregoing sentence, such update shall be received by the Secretary of the Corporation at the principal executive office of the Corporation not later than five (5) business days after the record date for determining the stockholders entitled to notice of the meeting, and in the case of an update and supplement pursuant to clause (ii) of the foregoing sentence, such update and supplement shall be received by the Secretary of the Corporation at the principal executive office of the Corporation not later than eight (8) business days prior to the date for the meeting and, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed). For the avoidance of doubt, the obligation to update as set forth in this paragraph shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any proposal or nomination or to submit any new proposal, including by changing or adding nominees, matters, business and/or resolutions proposed to be brought before a meeting of the stockholders.

(g) Notwithstanding anything in Section 1.12 or any other provision of these Bylaws to the contrary, any person who has been determined by a majority of the Whole Board to have violated Section 2.11 of these Bylaws or a Board Confidentiality Policy (as defined below) while serving as a director of the Corporation in the preceding five (5) years shall be ineligible to be nominated or be qualified to serve as a member of the Board, absent a prior waiver for such nomination or qualification approved by two-thirds of the Whole Board.

1.12.2 Submission of Questionnaire, Representation and Agreement. To be eligible to be a nominee of any stockholder for election or reelection as a director of the Corporation, the person proposed to be nominated must deliver (in accordance with the time periods prescribed for delivery of notice under Section 1.12 of these Bylaws) to the Secretary of the Corporation at the principal executive offices of the Corporation a completed and signed questionnaire in the form required by the Corporation (which form the stockholder shall request in writing from the Secretary of the Corporation and which the Secretary shall provide to such stockholder within ten days of receiving such request) with respect to the background and qualification of such person to serve as a director of the Corporation and the background of any other person or entity on whose behalf, directly or indirectly, the nomination is being made and a signed representation and agreement (in the form available from the Secretary upon written request) that such person: (a) is not and will not become a party to (i) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "***Voting Commitment***") that has not been disclosed to the Corporation or (ii) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (b) is not and will not become a party to any Compensation Arrangement (as defined below) that has not been disclosed therein, (c) if elected as a director of the Corporation, will comply with all informational and similar requirements of applicable insurance policies and laws and regulations in connection with service or action as a director of the Corporation, (d) if elected as a director of the Corporation, will comply with all corporate governance, conflict of interest, stock ownership requirements, confidentiality and trading policies and guidelines of the Corporation publicly disclosed from time to time, (e) if elected as a director of the Corporation, will act in the best interests of the Corporation and its stockholders and not in the interests of individual constituencies, (f) consents to being named as a nominee in the Corporation's proxy statement pursuant to Rule 14a-4(d) under the Exchange Act and any associated proxy card of the Corporation and agrees to serve if elected as a director and (g) intends to serve as a director for the full term for which such individual is to stand for election.

1.12.3 Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of such meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of such meeting (a) by or at the direction of the Board or any committee thereof or (b) provided that the Board has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is a stockholder of record at the time of giving of notice of the special meeting, who shall be entitled to vote at the meeting and who complies with the notice and other procedures set forth in this Section 1.12 in all applicable respects. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board, any such stockholder may nominate a person or persons (as the case may be), for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice required by Section 1.12.1(b) of these Bylaws shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation (i) no earlier than the one hundred and fifth (105th) day prior to such special meeting and (ii) no later than 5:00 p.m. Eastern Time on the later of the seventy-fifth (75th) day prior to such special meeting or the tenth (10th) day following the day on which Public Announcement is first made of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for providing such notice.

1.12.4 General.

(a) Except as otherwise expressly provided in any applicable rule or regulation promulgated under the Exchange Act, only such persons who are nominated in accordance with the procedures set forth in this Section 1.12 shall be eligible to be elected at a meeting of stockholders and serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 1.12. Except as otherwise provided by law or these Bylaws, the chairperson of the meeting shall have the power and duty to determine whether a nomination or any other business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 1.12 and, if any proposed nomination or business is not in compliance herewith, to declare that such defective proposal or nomination shall be disregarded. Notwithstanding the foregoing provisions of this Section 1.12, unless otherwise required by law, if the stockholder (or a Qualified Representative of the stockholder (as defined below)) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation.

(b) Notwithstanding the foregoing provisions of this Section 1.12, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in this Section 1.12 shall be deemed to affect any rights of (a) stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (b) the holders of any series of the Corporation's Preferred Stock to elect directors pursuant to any applicable provisions of the Certificate of Incorporation.

(c) For purposes of these Bylaws the following definitions shall apply:

(A) a person shall be deemed to be "***Acting in Concert***" with another person if such person knowingly acts (whether or not pursuant to an express agreement, arrangement or understanding) in concert with, or toward a common goal relating to the management, governance or control of the Corporation in substantial parallel with, such other person where (1) each person is conscious of the other person's conduct or intent and this awareness is an element in their decision-making processes and (2) at least one additional factor suggests that such persons intend to act in concert or in substantial parallel, which such additional factors may include, without limitation, exchanging information (whether publicly or privately), attending meetings, conducting discussions or making or soliciting invitations to act in concert or in substantial parallel; provided that a person shall not be deemed to be Acting in Concert with any other person solely as a result of the solicitation or receipt of revocable proxies or consents from such other person in response to a solicitation made pursuant to, and in accordance with, Section 14(a) (or any successor provision) of the Exchange Act by way of a proxy or consent solicitation statement filed on Schedule 14A. A person Acting in Concert with another person shall be deemed to be Acting in Concert with any third party who is also Acting in Concert with such other person;

(B) "***affiliate***" and "***associate***" shall have the meanings ascribed thereto in Rule 405 under the Securities Act of 1933, as amended (the "***Securities Act***"); provided, however, that the term "partner" as used in the definition of "associate" shall not include any limited partner that is not involved in the management of the relevant partnership;

(C) "***Associated Person***" shall mean with respect to any subject stockholder or other person (including any proposed nominee) (1) any person directly or indirectly controlling, controlled by or under common control with such stockholder or other person, (2) any beneficial owner of shares of stock of the Corporation owned of record or beneficially by such stockholder or other person, (3) any associate of such stockholder or other person, and (4) any person directly or indirectly controlling, controlled by or under common control or Acting in Concert with any such Associated Person;

(D) "***Compensation Arrangement***" shall mean any direct or indirect compensatory payment or other financial agreement, arrangement or understanding with any person or entity other than the Corporation, including any agreement, arrangement or understanding with respect to any direct or indirect compensation, reimbursement or indemnification in connection with candidacy, nomination, service or action as a nominee or as a director of the Corporation;

(E) "***Competitor***" shall mean any entity that provides products or services that compete with or are alternatives to the principal products produced or services provided by the Corporation or its affiliates;

(F) "***Proposing Person***" shall mean (1) the Record Stockholder providing the notice of business proposed to be brought before an annual meeting or nomination of persons for election to the Board at a stockholder meeting, (2) the beneficial owner or beneficial owners, if different, on whose behalf the notice of business proposed to be brought before the annual meeting or nomination of persons for election to the Board at a stockholder meeting is made, and (3) any Associated Person on whose behalf the notice of business proposed to be brought before the annual meeting or nomination of persons for election to the Board at a stockholder meeting is made;

(G) "***Public Announcement***" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act; and

(H) to be considered a "***Qualified Representative***" of a stockholder, a person must be a duly authorized officer, manager, trustee or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as a proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction thereof, at the meeting. The Secretary of the Corporation, or any other person who shall be appointed to serve as secretary of the meeting, may require, on behalf of the Corporation, reasonable and appropriate documentation to verify the status of a person purporting to be a "Qualified Representative" for purposes hereof.

ARTICLE II: BOARD OF DIRECTORS

Section 2.1: Number; Qualifications. The total number of directors constituting the Whole Board shall be fixed from time to time in the manner set forth in the Certificate of Incorporation and the term "***Whole Board***" shall have the meaning specified in the Certificate of Incorporation. No decrease in the authorized number of directors constituting the Whole Board shall shorten the term of any incumbent director. Directors need not be stockholders of the Corporation.

Section 2.2: Election; Resignation; Removal; Vacancies. Election of directors need not be by written ballot. Each director shall hold office until the annual meeting at which such director's term expires and until such director's successor is elected and qualified or until such director's earlier death, resignation, disqualification or removal. Any director may resign by delivering a resignation in writing or by electronic transmission to the Corporation at its principal office or to the Chairperson of the Board, the Chief Executive Officer, or the Secretary. Such resignation shall be effective upon delivery unless it is specified to be effective at a later time or upon the happening of an event. Subject to the special rights of holders of any series of the Corporation's Preferred Stock to elect directors, directors may be removed only as provided by the Certificate of Incorporation and applicable law. All vacancies occurring in the Board and any newly created directorships resulting from any increase in the authorized number of directors shall be filled in the manner set forth in the Certificate of Incorporation.

Section 2.3: Regular Meetings. Regular meetings of the Board may be held at such places, within or without the State of Delaware, and at such times as the Board may from time to time determine. Notice of regular meetings need not be given if the date, times and places thereof are fixed by resolution of the Board.

Section 2.4: Special Meetings. Special meetings of the Board may be called by the Chairperson of the Board, the Chief Executive Officer, the Lead Independent Director or a majority of the members of the Board then in office and may be held at any time, date or place, within or without the State of Delaware, as the person or persons calling the meeting shall fix. Notice of the time, date and place of such meeting shall be given, orally, in writing or by electronic transmission (including electronic mail), by the person or persons calling the meeting to all directors at least four (4) days before the meeting if the notice is mailed, or at least twenty-four (24) hours before the meeting if such notice is given by telephone, hand delivery, telegram, telex, mailgram, facsimile, electronic mail or other means of electronic transmission; *provided, however*, that if, under the circumstances, the Chairperson of the Board, the Lead Independent Director or the Chief Executive Officer calling a special meeting deems that more immediate action is necessary or appropriate, notice may be delivered on the day of such special meeting. Unless otherwise indicated in the notice, any and all business may be transacted at a special meeting.

Section 2.5: Remote Meetings Permitted. Members of the Board, or any committee of the Board, may participate in a meeting of the Board or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to conference telephone or other communications equipment shall constitute presence in person at such meeting.

Section 2.6: Quorum; Vote Required for Action. At all meetings of the Board, a majority of the Whole Board shall constitute a quorum for the transaction of business. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date or time. Except as otherwise provided herein or in the Certificate of Incorporation, or required by law, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 2.7: Organization. Meetings of the Board shall be presided over by (a) the Chairperson of the Board, or (b) in the absence of such person, the Lead Independent Director, or (c) in such person's absence, by the Chief Executive Officer, or (d) in such person's absence, by a chairperson chosen by the Board at the meeting. The Secretary of the Corporation shall act as secretary of the meeting, but in such person's absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8: Unanimous Action by Directors in Lieu of a Meeting. Any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee, as applicable. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 2.9: Powers. Except as otherwise provided by the Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board.

Section 2.10: Compensation of Directors. Members of the Board, as such, may receive, pursuant to a resolution of the Board, fees and other compensation for their services as directors, including without limitation their services as members of committees of the Board.

Section 2.11: Confidentiality. Each director shall maintain the confidentiality of, and shall not share with any third party person or entity (including third parties that originally sponsored, nominated or designated such director (the "***Sponsoring Party***")), any non-public information learned in their capacities as directors, including communications among Board members in their capacities as directors; *provided* that directors that are originally nominated or designated by a Sponsoring Party may disclose such information to the Sponsoring Party (or the management company of the Sponsoring Party) if the Sponsoring Party (or the management company of the Sponsoring Party) has applicable confidentiality restrictions in place. The Board may adopt a board confidentiality policy further implementing and interpreting this Section 2.11 (a "***Board Confidentiality Policy***"). Other than as provided in the first section of this Section 2.11, all directors are required to comply with this Section 2.11 and any Board Confidentiality Policy unless such director or the Sponsoring Party for such director has entered into a specific written agreement with the Corporation, in either case as approved by the Board, providing otherwise with respect to such confidential information.

ARTICLE III: COMMITTEES

Section 3.1: Committees. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting of such committee who are not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in a resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving, adopting, or recommending to the stockholders any action or matter (other than the election or removal of members of the Board) expressly required by the DGCL to be submitted to stockholders for approval or (b) adopting, amending or repealing any bylaw of the Corporation.

Section 3.2: Committee Rules. Each committee shall keep records of its proceedings and make such reports as the Board may from time to time request. Unless the Board otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of such rules, each committee shall conduct its business in the same manner as the Board

conducts its business pursuant to Article II of these Bylaws. Except as otherwise provided in the Certificate of Incorporation, these Bylaws or the resolution of the Board designating the committee, any committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and may delegate to any such subcommittee any or all of the powers and authority of the committee.

ARTICLE IV: OFFICERS; CHAIRPERSON; LEAD INDEPENDENT DIRECTOR

Section 4.1: Generally. The officers of the Corporation shall consist of a Chief Executive Officer (who may be the Chairperson of the Board or the President), a President, a Secretary and a Treasurer and may consist of such other officers, including, without limitation, a Chief Financial Officer, and one or more Vice Presidents, as may from time to time be appointed by the Board. All officers shall be elected by the Board; *provided*, *however*, that the Board may empower the Chief Executive Officer of the Corporation to appoint any officer other than the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, each officer shall hold office until such officer's successor is duly elected and qualified or until such officer's earlier resignation, death, disqualification or removal. Any number of offices may be held by the same person. Any officer may resign by delivering a resignation in writing or by electronic transmission to the Corporation at its principal office or to the Chairperson of the Board, the Chief Executive Officer, or the Secretary. Such resignation shall be effective upon delivery unless it is specified to be effective at some later time or upon the happening of some later event. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled by the Board and the Board may, in its discretion, leave unfilled, for such period as it may determine, any offices. Each such successor shall hold office for the unexpired term of such officer's predecessor and until a successor is duly elected and qualified or until such officer's earlier resignation, death, disqualification or removal.

Section 4.2: Chief Executive Officer. Subject to the control of the Board and such supervisory powers, if any, as may be given by the Board, the powers and duties of the Chief Executive Officer of the Corporation are:

(a) to act as the general manager and, subject to the control of the Board, to have general supervision, direction and control of the business and affairs of the Corporation;

(b) subject to Section 1.6 of these Bylaws, to preside at all meetings of the stockholders;

(c) subject to Section 1.2 of these Bylaws, to call special meetings of the stockholders to be held at such times and, subject to the limitations prescribed by law or by these Bylaws, at such places as he or she shall deem proper; and

(d) to affix the signature of the Corporation to all deeds, conveyances, mortgages, guarantees, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Board or which, in the judgment of the Chief Executive Officer, should be executed on behalf of the Corporation; to sign certificates for shares of stock of the Corporation (if any); and, subject to the direction of the Board, to have general charge of the property of the Corporation and to supervise and control all officers, agents and employees of the Corporation.

The person holding the office of President shall be the Chief Executive Officer of the Corporation unless the Board shall designate another officer to be the Chief Executive Officer.

Section 4.3: Chairperson of the Board. Subject to the provisions of Section 2.7 of these Bylaws, the Chairperson of the Board shall have the power to preside at all meetings of the Board and shall have such other powers and duties as provided in these Bylaws and as the Board may from time to time prescribe. The Chairperson of the Board may or may not be an officer of the Corporation.

Section 4.4: Lead Independent Director. The Board may, in its discretion, elect a lead independent director from among its members that are Independent Directors (as defined below) (such director, the "***Lead Independent Director***"). The Lead Independent Director shall preside at all meetings at which the Chairperson of the Board is not present and shall exercise such other powers and duties as may from time to time be assigned to him or her by the Board or as prescribed by these Bylaws. For purposes of these Bylaws, "***Independent Director***" has the meaning ascribed to such term under the rules of the exchange upon which the Corporation's Common Stock is primarily traded.

Section 4.5: President. The person holding the office of Chief Executive Officer shall be the President of the Corporation unless the Board shall have designated one individual as the President and a different individual as the Chief Executive Officer of the Corporation. Subject to the provisions of these Bylaws and to the direction of the Board, and subject to the supervisory powers of the Chief Executive Officer (if the Chief Executive Officer is an officer other than the President), and subject to such supervisory powers and authority as may be given by the Board to the Chairperson of the Board, and/or to any other officer, the President shall have the responsibility for the general management and control of the business and affairs of the Corporation and the general supervision and direction of all of the officers, employees and agents of the Corporation (other than the Chief Executive Officer, if the Chief Executive Officer is an officer other than the President) and shall perform all duties and have all powers that are commonly incident to the office of President or that are delegated to the President by the Board.

Section 4.6: Chief Financial Officer. The person holding the office of Chief Financial Officer shall be the Treasurer of the Corporation unless the Board shall have designated another officer as the Treasurer of the Corporation. Subject to the direction of the Board and the Chief Executive Officer, the Chief Financial Officer shall perform all duties and have all powers that are commonly incident to the office of Chief Financial Officer, or as the Board or the Chief Executive Officer may from time to time prescribe.

Section 4.7: Treasurer. The person holding the office of Treasurer shall be the Chief Financial Officer of the Corporation unless the Board shall have designated another officer as the Chief Financial Officer of the Corporation. The Treasurer shall have custody of all monies and securities of the Corporation. The Treasurer shall make such disbursements of the funds of the Corporation as are authorized and shall render from time to time an account of all such transactions. The Treasurer shall also perform such other duties and have such other powers as are commonly incident to the office of Treasurer, or as the Board or the Chief Executive Officer may from time to time prescribe.

Section 4.8: Vice President. Each Vice President shall have all such powers and duties as are commonly incident to the office of Vice President or that are delegated to him or her by the Board or the Chief Executive Officer. A Vice President may be designated by the Board to perform the duties and exercise the powers of the Chief Executive Officer or President in the event of the Chief Executive Officer's or President's absence or disability.

Section 4.9: Secretary. The Secretary shall issue or cause to be issued all authorized notices for, and shall keep, or cause to be kept, minutes of all meetings of the stockholders and the Board. The Secretary shall have charge of the corporate minute books and similar records and shall perform such other duties and have such other powers as are commonly incident to the office of Secretary, or as the Board or the Chief Executive Officer may from time to time prescribe.

Section 4.10: **Delegation of Authority.** The Board may from time to time delegate the powers or duties of any officer of the Corporation to any other officers or agents of the Corporation, notwithstanding any provision hereof.

Section 4.11: **Removal.** Any officer of the Corporation shall serve at the pleasure of the Board and may be removed at any time, with or without cause, by the Board; *provided* that if the Board has empowered the Chief Executive Officer to appoint any officer of the Corporation, then such officer may also be removed by the Chief Executive Officer. Such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation.

ARTICLE V: STOCK

Section 5.1: **Certificates; Uncertificated Shares.** The shares of capital stock of the Corporation shall be uncertificated shares; *provided*, *however*, that the resolution of the Board that the shares of capital stock of the Corporation shall be uncertificated shares shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation (or the transfer agent or registrar, as the case may be). Notwithstanding the foregoing, the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be certificated shares. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation, by any two authorized officers of the Corporation (it being understood that each of the Chairperson of the Board, the Vice-Chairperson of the Board, the Chief Executive Officer, the President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary and any Assistant Secretary shall be an authorized officer for such purpose), representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were an officer, transfer agent or registrar at the date of issue.

Section 5.2: **Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates or Uncertificated Shares.** The Corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate previously issued by it, alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to agree to indemnify the Corporation and/or to give the Corporation a bond sufficient to indemnify it, against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

Section 5.3: **Other Regulations**. Subject to applicable law, the Certificate of Incorporation and these Bylaws, the issue, transfer, conversion and registration of shares represented by certificates and of uncertificated shares shall be governed by such other regulations as the Board may establish.

ARTICLE VI: INDEMNIFICATION

Section 6.1: **Indemnification of Officers and Directors.** Each person who was or is made a party to, or is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, legislative, investigative or any other type whatsoever, preliminary, informal or formal, including any arbitration or other alternative dispute resolution (including but not limited to giving testimony or responding to a subpoena) and including any appeal of any of the foregoing (a "Proceeding"), by reason of the fact that such person (or a person of whom such person is the legal representative), is or was a director or officer of the Corporation or a

Reincorporated Predecessor (as defined below) or, while serving as a director or officer of the Corporation or a Reincorporated Predecessor, is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation, or of a partnership, joint venture, trust or other enterprise or non-profit entity, including service with respect to employee benefit plans (for purposes of this Article VI, an "Indemnitee"), shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the DGCL as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expenses, costs, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes and penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director or officer of the Corporation or a Reincorporated Predecessor (as defined below) or, while serving as a director or officer of the Corporation or a Reincorporated Predecessor, is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation, or of a partnership, joint venture, trust or other enterprise or non-profit entity, including service with respect to employee benefit plans and shall inure to the benefit of such Indemnitees' heirs, executors and administrators. Notwithstanding the foregoing, subject to Section 6.5 of this Article VI, the Corporation shall indemnify any such Indemnitee seeking indemnity in connection with a Proceeding (or part thereof) initiated by such Indemnitee only if such Proceeding (or part thereof) was authorized by the Board or such indemnification is authorized by an agreement approved by the Board. As used herein, the term the "Reincorporated Predecessor" means a corporation that is merged with and into the Corporation in a statutory merger where (a) the Corporation is the surviving corporation of such merger; or (b) the primary purpose of such merger is to change the corporate domicile of the Reincorporated Predecessor to Delaware.

Section 6.2: **Advancement of Expenses.** Notwithstanding any other provision of these Bylaws, the Corporation shall pay all reasonable expenses (including attorneys' fees) incurred by an Indemnitee in defending any Proceeding in advance of its final disposition; provided, however, that if the DGCL then so requires, the advancement of such expenses (i.e., payment of such expenses as incurred or otherwise in advance of the final disposition of the Proceeding) shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Indemnitee, to repay such amounts if it shall ultimately be determined by a court of competent jurisdiction in a final judgment not subject to appeal that such Indemnitee is not entitled to be indemnified under this Article VI or otherwise. Any advances of expenses or undertakings to repay pursuant to this Section 6.2 shall be unsecured, interest free and without regard to Indemnitee's ability to pay.

Section 6.3: **Non-Exclusivity of Rights.** The rights conferred on any person in this Article VI shall not be exclusive of any other right that such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, Bylaws, agreement, vote or consent of stockholders or disinterested directors, or otherwise. Additionally, nothing in this Article VI shall limit the ability of the Corporation, in its discretion, to indemnify or advance expenses to persons whom the Corporation is not obligated to indemnify or advance expenses pursuant to this Article VI.

Section 6.4: **Indemnification Contracts.** The Board is authorized to cause the Corporation to enter into indemnification contracts with any director, officer, employee or agent of the Corporation, or any person serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust or other enterprise or non-profit entity, including employee benefit plans, providing indemnification or advancement rights to such person. Such rights may be greater than those provided in this Article VI.

Section 6.5: Right of Indemnitee to Bring Suit.

6.5.1 Right to Bring Suit. If a claim under Section 6.1 or 6.2 of this Article VI is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If the Indemnitee is successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Indemnitee also shall be entitled to be paid, to the fullest extent permitted by law, the expense of prosecuting or defending such suit.

6.5.2 Effect of Determination. Neither the absence of a determination prior to the commencement of such suit that indemnification of or the providing of advancement to the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in applicable law, nor an actual determination that the Indemnitee has not met such applicable standard of conduct, shall create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, be a defense to such suit.

6.5.3 Burden of Proof. In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VI, or otherwise, shall be on the Corporation.

Section 6.6: Nature of Rights. The rights conferred upon Indemnitees in this Article VI shall be contract rights and such rights shall continue as to an Indemnitee who has ceased to be a director or officer and shall inure to the benefit of the Indemnitee's heirs, executors and administrators.

Section 6.7: Amendment or Repeal. Any amendment, repeal or modification of any provision of this Article VI that adversely affects any right of an Indemnitee or an Indemnitee's successors shall be prospective only, and shall not adversely affect any right or protection conferred on a person pursuant to this Article VI and existing at the time of such amendment, repeal or modification.

Section 6.8: Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise or non-profit entity against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

ARTICLE VII: NOTICES

Section 7.1: Notice.

7.1.1 Form and Delivery. Except as otherwise specifically required in these Bylaws (including, without limitation, Section 7.1.2 of these Bylaws) or by applicable law, all notices required to be given pursuant to these Bylaws may (a) in every instance in connection with any delivery to a member of the Board, be effectively given by hand delivery (including use of a delivery service), by depositing such notice in the mail, postage prepaid, or by sending such notice by overnight express courier, facsimile, electronic mail or other form of electronic transmission and (b) be effectively delivered to a stockholder when given by hand delivery, by depositing such notice in the mail, postage prepaid or, if specifically consented to by the stockholder as described in Section 7.1.2 of these Bylaws, by sending such notice by facsimile, electronic mail or other form of electronic transmission. Any such notice shall be addressed to

the person to whom notice is to be given at such person's address as it appears on the records of the Corporation. The notice shall be deemed given (a) in the case of hand delivery, when received by the person to whom notice is to be given or by any person accepting such notice on behalf of such person, (b) in the case of delivery by mail, upon deposit in the mail, (c) in the case of delivery by overnight express courier, when dispatched, and (d) in the case of delivery via facsimile, electronic mail or other form of electronic transmission, at the time provided in Section 7.1.2 of these Bylaws.

7.1.2 Electronic Transmission. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation, or these Bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given in accordance with Section 232 of the DGCL. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any such consent shall be deemed revoked if (a) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent and (b) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice; *provided*, *however*, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. Notice given pursuant to this Section 7.1.2 shall be deemed given: (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (iii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of such posting and the giving of such separate notice; and (iv) if by any other form of electronic transmission, when directed to the stockholder.

7.1.3 Affidavit of Giving Notice. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Corporation that the notice has been given in writing or by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Section 7.2: Waiver of Notice. Whenever notice is required to be given under any provision of the DGCL, the Certificate of Incorporation or these Bylaws, a written waiver of notice, signed by the person entitled to notice, or waiver by electronic transmission by such person, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any waiver of notice.

ARTICLE VIII: INTERESTED DIRECTORS

Section 8.1: Interested Directors. No contract or transaction between the Corporation and one or more of its members of the Board or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are members of the board of directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof that authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if: (a) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a

majority of the disinterested directors, even though the disinterested directors be less than a quorum; (b) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, a committee thereof, or the stockholders.

Section 8.2: **Quorum**. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes the contract or transaction.

ARTICLE IX: MISCELLANEOUS

Section 9.1: **Fiscal Year.** The fiscal year of the Corporation shall be determined by resolution of the Board.

Section 9.2: **Seal.** The Board may provide for a corporate seal, which may have the name of the Corporation inscribed thereon and shall otherwise be in such form as may be approved from time to time by the Board.

Section 9.3: **Form of Records.** Any records administered by or on behalf of the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on or by means of, or be in the form of, any other information storage device, method or one or more electronic networks or databases (including one or more distributed electronic networks or databases), electronic or otherwise, *provided* that the records so kept can be converted into clearly legible paper form within a reasonable time and otherwise comply with the DGCL. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to any provision of the DGCL.

Section 9.4: **Reliance Upon Books and Records.** A member of the Board, or a member of any committee designated by the Board shall, in the performance of such person's duties, be fully protected in relying in good faith upon the books and records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 9.5: **Certificate of Incorporation Governs.** In the event of any conflict between the provisions of the Certificate of Incorporation and these Bylaws, the provisions of the Certificate of Incorporation shall govern.

Section 9.6: **Severability.** If any provision of these Bylaws shall be held to be invalid, illegal, unenforceable or in conflict with the provisions of the Certificate of Incorporation, then such provision shall nonetheless be enforced to the maximum extent possible consistent with such holding and the remaining provisions of these Bylaws (including without limitation, all portions of any section of these Bylaws containing any such provision held to be invalid, illegal, unenforceable or in conflict with the Certificate of Incorporation, that are not themselves invalid, illegal, unenforceable or in conflict with the Certificate of Incorporation) shall remain in full force and effect.

Section 9.7: **Time Periods.** In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE X: AMENDMENT

Notwithstanding any other provision of these Bylaws, any alteration, amendment or repeal of these Bylaws, and any adoption of new Bylaws, shall require the approval of the Board or the stockholders of the Corporation as expressly provided in the Certificate of Incorporation.

ARTICLE XI: EXCLUSIVE FORUM

Unless the Corporation consents in writing to the selection of an alternative forum, to the fullest extent permitted by law, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. Any person or entity purchasing or otherwise acquiring or holding any interest in any security of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XI.

CERTIFICATION OF RESTATED BYLAWS
OF
SEMA4 HOLDINGS CORP.

a Delaware Corporation

I, Brian Emes, certify that I am Secretary of Sema4 Holdings Corp., a Delaware corporation (the "***Corporation***"), that I am duly authorized to make and deliver this certification, that the attached Bylaws are a true and complete copy of the Restated Bylaws of the Corporation in effect as of the date of this certificate.

Dated: July 22, 2021

/s/ Brian Emes

Brian Emes, Secretary

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "***Agreement***"), dated as of July 22, 2021, is made and entered into by and among CM Life Sciences, Inc., a Delaware corporation (the "***Company***"), CMLS Holdings LLC, a Delaware limited liability company (the "***Sponsor***"), the undersigned parties listed on the signature page hereto under "Existing Holders" (the "***Existing Holders***"), the undersigned parties listed on the signature page hereto as "New Holders" (the "***New Holders***" and, together with the Existing Holders and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2 of this Agreement, a "***Holder***" and collectively, the "***Holders***").

RECITALS

WHEREAS, on September 1, 2020, the Company and the Sponsor entered into that certain Registration Rights Agreement (the "***Existing Registration Rights Agreement***"), pursuant to which the Company granted the Existing Holders certain registration rights with respect to certain securities of the Company;

WHEREAS, the Company has entered into that certain Agreement and Plan of Merger (the "***Merger Agreement***"), dated as of February 9, 2021, by and among the Company, S-IV Sub, Inc., a Delaware corporation, and Mount Sinai Genomics D/B/A Sema4, a Delaware corporation ("***Target***");

WHEREAS, upon the closing of the transactions contemplated by the Merger Agreement and subject to the terms and conditions set forth therein, the Existing Holders and New Holders will hold shares of Class A common stock, par value $0.0001 per share, of the Company ("***Class A Common Stock***"), in each case, in such amounts and subject to such terms and conditions as set forth in the Merger Agreement;

WHEREAS, in connection with the transactions contemplated by the Merger Agreement, the Company is conducting a private placement of its Class A Common Stock (the "***PIPE Investment***") pursuant to the terms of one or more Subscription Agreements, and certain Holders may purchase additional shares of Class A Common Stock pursuant thereto (the "***PIPE Shares***");

WHEREAS, certain New Holders may receive additional shares of Class A Common Stock (the "***Earnout Shares***") pursuant to certain provisions in the Merger Agreement;

WHEREAS, pursuant to Section 5.5 of the Existing Registration Rights Agreement, the provisions, covenants and conditions set forth therein may be amended or modified upon the written consent of the Company and the holders of a majority-in-interest of the "Registrable Securities" (as such term is defined in the Existing Registration Rights Agreement) at the time in question;

WHEREAS, the Target and certain of the signatories hereto are parties to that certain Second Amended and Restated Stockholders Agreement, among Mount Sinai Genomics, Inc. d/b/a Sema4 and the Stockholders named therein, dated as of July 27, 2020 (the "***Stockholders' Agreement***") and that certain Registration Rights Agreement, by and between Icahn School of Medicine at Mount Sinai and Mount Sinai Genomics, Inc., dated as of March 28, 2016 (the "***ISMMS Registration Rights Agreement***");

WHEREAS, as inducement for the Company, the Target and Merger Sub to enter into the Merger Agreement, the Target and the New Holders will agree that, effective at the Closing Date, the Stockholders' Agreement, the ISMMS Registration Rights Agreement and certain other agreements with the Target will terminate and be of no further force and effect; and

WHEREAS, the Company and Sponsor desire to amend and restate the Existing Registration Rights Agreement in its entirety in order to provide the Existing Holders and the New Holders certain registration rights with respect to certain securities of the Company, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

"***Agreed Disclosure Process***" shall have the meaning given in subsection 3.5.4.

"***Adverse Disclosure***" shall mean any public disclosure of material non-public information the disclosure of which, in the good-faith determination of the Company, after consultation with counsel to the Company, (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any Misstatement, (ii) would not be required to be made at such time if the Registration Statement were not being filed, and (iii) which the Company has a bona fide business purpose for not making public.

"***Affiliate***" means, with respect to any Person, any other Person who, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, and, in the case of an individual, also includes any member of such individual's Immediate Family; provided that the Company and its subsidiaries will not be deemed to be Affiliates of any holder of Registrable Securities. As used in this definition, "control," (including, with its correlative meanings, "controlling," "controlled by" and "under common control") shall mean possession, directly or indirectly, of power to direct or cause the direction of the management and policies of a Person, directly or indirectly, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise.

"***Agreement***" shall have the meaning given in the Preamble.

"***Block Trade***" means an offering or sale of Registrable Securities by any Holder on a block trade or underwritten basis (whether firm commitment or otherwise) effected pursuant to a Registration Statement without substantial marketing efforts prior to pricing, including, without limitation, a same day trade, overnight trade or similar transaction.

"***Board***" shall mean the Board of Directors of the Company.

"***Business Day***" shall mean a day that is not a Saturday or Sunday or a day on which banks in New York City are authorized or requested by law to close.

"***Class A Common Stock***" shall have the meaning given in the Recitals hereto.

"***Class B Common Stock***" shall mean Class B common stock, par value $0.0001 per share, of the Company.

"***Closing Date***" shall mean the date of the consummation of the transactions contemplated by the Merger Agreement.

"***Commission***" shall mean the Securities and Exchange Commission.

"***Commission's Notice***" shall have the meaning given in subsection 2.1.5.

"***Company***" shall have the meaning given in the Preamble.

"***Company Shelf Takedown Notice***" shall have the meaning given in subsection 2.1.3.

"***Demand Registration***" shall have the meaning given in subsection 2.2.1.

"***Demanding Holders***" shall mean, as applicable, (a) the Existing Holders of at least a majority in interest of the then-outstanding number of Registrable Securities held by the Existing Holders, (b) the New Holders of at least a majority in interest of the then-outstanding number of Registrable Securities held by the New Holders or (c) any Holder meeting the Minimum Amount.

"***DTC***" shall have the meaning given in subsection 3.1.17.

"***DWAC***" shall have the meaning given in subsection 3.1.17.

"***Earnout Shares***" shall have the meaning given in the Recitals hereto.

"***Effectiveness Deadline***" shall have the meaning given in subsection 2.1.1.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"***Existing Registration Rights Agreement***" shall have the meaning given in the Recitals hereto.

"***Founder Shares***" shall mean all shares of Class B Common Stock that are issued and outstanding as of the date hereof and all shares of Class A Common Stock issued upon conversion thereof.

"***Founder Shares Lock-up Period***" shall mean, with respect to the Founder Shares held by the Existing Holders or their Permitted Transferees, the period ending on the earlier of (a) one year after the Closing Date, (b) the first date that the closing price of the Class A Common Stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any twenty (20) trading days within any thirty (30)-trading-day period commencing at least one hundred and fifty (150) days after the Closing Date, and (c) the date on which the Company completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of the Company's stockholders having the right to exchange their shares of Class A Common Stock for cash, securities or other property.

"***Form S-3 Shelf***" shall have the meaning given in subsection 2.1.2.

"***Holders***" shall mean the Existing Holders and the New Holders and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2.

"***Immediate Family***" shall mean any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and shall include adoptive relationships.

"***Initial Shelf***" shall have the meaning given in subsection 2.1.1.

"***Insider Letter***" shall mean that certain letter agreement, dated as of September 1, 2020, by and among the Company, the Sponsor and each of the Company's officers, directors and director nominees.

"***ISMMS Registration Rights Agreement***" shall have the meaning given in the Recitals hereto.

"***Maximum Number of Securities***" shall have the meaning given in subsection 2.2.4.

"***Merger Agreement***" shall have the meaning given in the Recitals hereto.

"***Minimum Amount***" shall have the meaning given in subsection 2.1.3.

"***Misstatement***" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus or necessary to make the statements in a Registration Statement or Prospectus, (in the case of any Prospectus in the light of the circumstances under which they were made) not misleading.

"***MNPI Provisions***" shall have meaning given in subsection 2.1.3.

"***Nasdaq***" shall have the meaning given in subsection 3.1.4.

"***Necessary Disclosure***" shall have the meaning given in subsection 3.5.4.

"***New Holder(s)***" shall have the meaning given in the Preamble.

"***New Registration Statement***" shall have the meaning given in subsection 2.1.5.

"***Permitted Transferees***" shall mean (a) with respect to an Existing Holder, any Person to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities prior to the expiration of the Founder Shares Lock-up Period, Private Placement Lock-Up Period or any other lock-up period, as the case may be, under the Insider Letter, the Private Placement Warrants Purchase Agreement, this Agreement and any other applicable agreement between such Existing Holder and the Company, and to any transferee thereafter; and (b) with respect to a New Holder, (i) in the case of an individual, any Person to whom a Holder transfers Registrable Securities (1) by gift to a member of the individual's Immediate Family, to a trust, the beneficiary of which is a member of the individual's Immediate Family or an Affiliate of such Person, or to a charitable organization, (2) by virtue of laws of descent and distribution upon death of the individual and (3) pursuant to a qualified domestic relations order; or (ii) in the case of an entity, any Person to whom a Holder transfers Registrable Securities (1) by distribution to such entity's members, partners, stockholders or equityholders, (2) to any of such entity's Affiliates or to any fund or other entity controlled or managed by such entity or any of its Affiliates, or to investment manager or investment advisor of such entity or an Affiliate of any such investment manager or investment advisor, and (3) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clause (b) of this definition, provided that such transferee to which a transfer is being made pursuant to clause (a) or (b) above, if not a Holder, enters into a written agreement with the Company agreeing to be bound by the restrictions, including restrictions specific to certain holders, herein.

"***Person***" shall mean any individual, corporation, partnership, limited liability company, unincorporated association or other legal entity or business organization.

"***Piggyback Registration***" shall have the meaning given in subsection 2.3.1.

"***Private Placement Lock-up Period***" shall mean, with respect to Private Placement Warrants that are held by the initial purchasers of such Private Placement Warrants or their Permitted Transferees, the Private Placement Warrants and shares of Class A Common Stock issuable upon the exercise or conversion of the Private Placement Warrants, and that are held by the initial purchasers of the Private Placement Warrants or their Permitted Transferees, the period ending thirty (30) days after the Closing Date.

"***Private Placement Warrants***" shall mean the warrants to purchase shares of Class A Common Stock purchased by the Sponsor pursuant to the Private Placement Warrants Purchase Agreement.

"***Private Placement Warrants Purchase Agreement***" shall mean that certain Private Placement Warrants Purchase Agreement by and between the Company and the Sponsor, dated as of September 1, 2020.

"***Pro Rata***" shall have the meaning given in subsection 2.2.4.

"***Prospectus***" shall mean the prospectus included in any Registration Statement, including any preliminary prospectus and free writing prospectus, in each case, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"***Registrable Security***" shall mean (a) the Founder Shares and the shares of Class A Common Stock issued or issuable upon the conversion of the Founder Shares, (b) the Private Placement Warrants (including any shares of Class A Common Stock issued or issuable upon the exercise of the Private Placement Warrants), (c) any issued and outstanding shares of Class A Common Stock or any other equity security (including the shares of Class A Common Stock issued or issuable upon the exercise of any other equity security) of the Company held by a Holder as of the date of this Agreement, (d) any equity securities (including the shares of Class A Common Stock issued or issuable upon the exercise of any such equity security) of the Company issuable upon conversion of any working capital loans in an amount up to $1,500,000 made to the Company by a Holder (including the Working Capital Warrants and shares of Class A Common Stock issued or issuable upon the exercise of the Working Capital Warrants), (e) any outstanding shares of Class A Common Stock or any other equity security of the Company held by a New Holder issued in connection with the transactions contemplated by the Merger Agreement (including any Earnout Shares), (f) any PIPE Shares, (g) any other equity securities (including shares of Class A Common Stock) of the Company held by a New Holder at the Closing Date and (h) any other equity security of the Company issued or issuable with respect to any such share of Class A Common Stock by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (i) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (ii) such securities shall have ceased to be outstanding; (iii) such securities have been otherwise transferred, new certificates for such securities not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (iv) with respect to a Holder, all such securities held by such Holder could be sold pursuant to Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission) without restriction on volume or manner of sale in any three-month period and without the requirement for the Company to be in compliance with the public information required under Rule 144; or (v) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction. For purposes of this Agreement, a Person shall be deemed to be a holder of Registrable Securities, and the Registrable Securities shall be deemed to be in existence, whenever such Person holds such Registrable Securities of record or in "street name" or has the right to acquire directly or indirectly such Registrable Securities (upon conversion or exercise in connection with a transfer of securities or otherwise, but disregarding any restrictions or limitations upon the exercise of such right and, in the case of Registrable Securities issuable upon exercise of warrants, assuming the exercise thereof for cash), whether or not such acquisition has actually been effected, and such Person shall be entitled to exercise the rights of a holder

of Registrable Securities hereunder; provided a holder of Registrable Securities may only request that Registrable Securities in the form of Class A Common Stock be registered pursuant to this Agreement.

"***Registration***" shall mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"***Registration Date***" shall have the meaning given in subsection 3.5.2.

"***Registration Expenses***" shall mean the out-of-pocket expenses of a Registration, including, without limitation, the following:

(a) all registration, qualification and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any securities exchange on which the Class A Common Stock is then listed;

(b) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(c) printing, messenger, telephone and delivery expenses;

(d) reasonable fees and disbursements of counsel for the Company;

(e) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and

(f) reasonable fees and expenses of one (1) legal counsel selected by the Demanding Holders, not to exceed $75,000.

"***Registration Statement***" shall mean any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"***Registration Trigger Date***" shall have the meaning given in subsection 2.1.6.

"***Requesting Holder***" shall have the meaning given in subsection 2.2.1.

"***SEC Guidance***" shall have the meaning given in subsection 2.1.5.

"***Securities Act***" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereafter, all as the same shall be in effect from time to time.

"***Shelf Take Down Notice***" shall have the meaning given in subsection 2.1.3.

"***Shelf Underwritten Offering***" shall mean an underwritten offering that is registered pursuant to a Shelf, including a Block Trade.

"***Sponsor***" shall have the meaning given in the Preamble.

"***Subscription Agreements***" shall means those certain subscription agreements dated February 9, 2021 by and between the Company and certain subscribers to shares of Class A Common Stock.

"***Suspension Event***" shall have the meaning given in Section 3.4.

"***Suspension Notice***" shall have the meaning given in Section 3.4.

"***Trading Day***" shall have the meaning given in subsection 2.1.6.

"***Underwriter***" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"***Underwritten Registration***" or "***Underwritten Offering***" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

"***Unrestricted Conditions***" shall have the meaning given in subsection 3.5.2.

ARTICLE II
REGISTRATIONS

Section 2.1 Shelf Registration.

2.1.1 The Company shall, as soon as practicable, but in any event within thirty (30) days after the Closing Date (the "***Filing Deadline***"), file a Registration Statement under the Securities Act (the "***Initial Shelf***") to permit the public resale of all the Registrable Securities held by the Holders from time to time as permitted by Rule 415 under the Securities Act (or any successor or similar provision adopted by the Commission then in effect) on the terms and conditions specified in this subsection 2.1.1 and shall use its commercially reasonable efforts to cause such Initial Shelf to be declared effective as soon as practicable after the filing thereof, but in no event later than the earlier of (i) sixty (60) days following the Filing Deadline and (ii) five (5) Business Days after the Commission notifies the Company that it will not review the Initial Shelf, if applicable (the "***Effectiveness Deadline***"); provided that the Effectiveness Deadline shall be extended to ninety (90) days after the Filing Deadline if the Initial Shelf is reviewed by, and receives comments from, the Commission. Without limiting the foregoing, as soon as practicable, but in no event later than three (3) Business Days, following the resolution or clearance of all Commission comments or, if applicable, following notification by the Commission that the Initial Shelf or any amendment thereto will not be subject to review, the Company shall file a request for acceleration of effectiveness of such Initial Shelf (to the extent required, by declaration or ordering of effectiveness, of such Initial Shelf or amendment thereto by the Commission) to a time and date not later than two (2) Business Days after the submission of such request. The Initial Shelf filed with the Commission pursuant to this subsection 2.1.1 shall be on Form S-1 or such other form of registration statement as is then available to effect a registration for resale of the Registrable Securities, provided, that the Company shall file, within thirty (30) days of such time as Form S-3 is available for the Initial Shelf, a post-effective amendment to the Initial Shelf then in effect, or otherwise file a Registration Statement on Form S-3, registering the Registrable Securities for resale on Form S-3 (provided that the Company shall use commercially reasonable efforts to maintain the effectiveness of the Initial Shelf then in effect until such time as a Registration Statement (or post-effective amendment) on Form S-3 covering such Registrable Securities has been declared effective by the Commission. The Initial Shelf shall cover all Registrable Securities, and shall contain a Prospectus in such form as permits any Holder to sell such Registrable Securities pursuant to Rule 415 under the Securities Act (or any successor or similar provision adopted by the Commission then in effect) at any time beginning on the effective date for such Initial Shelf and the Company shall file with the Commission the final form of such Prospectus pursuant to Rule 424 (or successor thereto) under the Securities Act no later than the second (2nd) Business Day after the Initial Shelf becomes effective. The Initial Shelf shall provide for the resale pursuant to any method or

combination of methods legally available to, and requested by, the Holders and shall include a customary "plan of distribution." The Company shall use its commercially reasonable efforts to cause the Initial Shelf to remain effective, and to be supplemented and amended to the extent necessary to ensure that the Initial Shelf is available or, if not available, that another Registration Statement is available at all times, for the public resale of all the Registrable Securities held by the Holders until all such Registrable Securities have ceased to be Registrable Securities. As soon as practicable following the effective date of the Initial Shelf, but in any event within three (3) Business Days of such date, the Company shall notify the Holders of the effectiveness of such the Initial Shelf.

2.1.2 Form of Registration. If the Company files the Initial Shelf on Form S-3 (a "***Form S-3 Shelf***") and thereafter the Company becomes ineligible to use Form S-3 for secondary sales, the Company shall use its commercially reasonable efforts to file the Initial Shelf on Form S-1 as promptly as practicable to replace the shelf registration statement that is on Form S-3 and have the Initial Shelf declared effective as promptly as practicable and to cause such Initial Shelf to remain effective, and to be supplemented and amended to the extent necessary to ensure that such Initial Shelf is available or, if not available, that another Registration Statement is available, for the public resale of all the Registrable Securities held by the Holders until all such Registrable Securities have ceased to be Registrable Securities.

2.1.3 Underwritten Shelf Takedowns. At any time and from time to time following the effectiveness of the Initial Shelf, any Holder may request to sell all or a portion of their Registrable Securities in a Shelf Underwritten Offering; provided that such Holder(s) reasonably expects to sell Registrable Securities yielding aggregate gross proceeds in excess of $50,000,000 from such Shelf Underwritten Offering (such amount of Registrable Securities, the "***Minimum Amount***"). All requests for a Shelf Underwritten Offering shall be made by giving written notice to the Company (the "***Shelf Take Down Notice***"). Each Shelf Take Down Notice shall specify the approximate number of Registrable Securities proposed to be sold in the Shelf Underwritten Offering and the expected price range (net of underwriting discounts and commissions) of such Shelf Underwritten Offering. Except with respect to any Registrable Securities distributed by the Sponsor to its members following the expiration of the Founder Shares Lock-up Period or the Private Placement Lock-up Period, as applicable, within five (5) days after receipt of any Shelf Take Down Notice, the Company shall, subject to subsections 3.5.3 and 3.5.4 (collectively, the "***MNPI Provisions***"), give written notice of such requested Shelf Underwritten Offering to all other Holders of Registrable Securities (the "***Company Shelf Takedown Notice***") and, subject to the provisions of subsection 2.2.4, shall include in such Shelf Underwritten Offering all Registrable Securities with respect to which the Company has received written requests for inclusion therein, within five (5) days after sending the Company Shelf Takedown Notice. The Company shall enter into an underwriting agreement in a form as is customary in Underwritten Offerings of securities by the Company with the managing Underwriter or Underwriters selected by the Holders holding a majority-in-interest of the Registrable Securities to be included in such Shelf Underwritten Offering after consultation with, and approval (which shall not be unreasonably withheld, conditioned or delayed) by, the Company and shall take all such other reasonable actions as are requested by the managing Underwriter or Underwriters in order to expedite or facilitate the disposition of such Registrable Securities. In connection with any Shelf Underwritten Offering contemplated by this subsection 2.1.3, subject to Section 3.3 and Article IV, the underwriting agreement into which each Holder and the Company shall enter shall contain such representations, covenants, indemnities and other rights and obligations of the Company and the selling stockholders as are customary in underwritten offerings of securities by the Company. The New Holders, on the one hand, and the Existing Holders, on the other hand, may each demand not more than two (2) Shelf Underwritten Offerings pursuant to this Section 2.1.3 in any 12-month period.

2.1.4 At least ten (10) Business Days prior to the first anticipated filing date of a Registration Statement pursuant to this Article II, the Company shall use reasonable efforts to notify each Holder in writing (which may be by email) of the information reasonably necessary about the Holder to include such Holder's Registrable Securities in such Registration Statement. Notwithstanding anything else in this Agreement, the Company shall not be obligated to include such Holder's Registrable Securities to the extent the Company has not received such information, and received any other reasonably requested agreements or certificates, on or prior to the third (3rd) Business Day prior to the first anticipated filing date of a Registration Statement pursuant to this Article II.

2.1.5 Notwithstanding the registration obligations set forth in this Section 2, in the event that, despite the Company's efforts to include all of the Registrable Securities in any Registration Statement filed pursuant to subsection 2.1.1, the Commission informs the Company (the "***Commission's Notice***") that all of the Registrable Securities cannot, as a result of the application of Rule 415 or otherwise, be registered for resale as a secondary offering on a single Registration Statement, the Company agrees to promptly (i) inform each of the holders thereof and use its commercially reasonable efforts to file amendments to the Initial Shelf as required by the Commission and (ii) as soon as practicable but in no event later than the twentieth (20th) day following the first date on which such Registrable Securities may then be included in a Registration Statement, file an additional Registration Statement (a "***New Registration Statement***"), on Form S-3, or if Form S-3 is not then available to the Company for such Registration Statement, on such other form available to register for resale the Registrable Securities as a secondary offering; provided, however, that prior to filing such amendment or New Registration Statement, the Company shall be obligated to use its commercially reasonable efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with any publicly-available written or oral guidance, comments, requirements or requests of the Commission staff (the "***SEC Guidance***"), including without limitation, the Manual of Publicly Available Telephone Interpretations D.29. The Holders shall have the right to participate or have their respective legal counsel participate in any meetings or discussions with the Commission regarding the Commission's position and to comment or have their respective counsel comment on any written submission made to the Commission with respect thereto. No such written submission shall be made to the Commission to which any Holder's counsel reasonably objects. Notwithstanding any other provision of this Agreement, if any SEC Guidance sets forth a limitation of the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering, unless otherwise directed in writing by a holder as to its Registrable Securities directing the inclusion of less than such holder's pro rata amount, the number of Registrable Securities to be registered on such Registration Statement will be reduced on a pro rata basis based on the total number of Registrable Securities held by the Holders. In the event the Company amends the Initial Shelf or files a New Registration Statement, as the case may be, under clauses (i) or (ii) above, the Company will use its commercially reasonable efforts to file with the Commission, as promptly as allowed by Commission or SEC Guidance provided to the Company or to registrants of securities in general, one or more Registration Statements on Form S-3 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Initial Shelf, as amended, or the New Registration Statement.

2.1.6 No Holder shall be named as an "underwriter" in any Registration Statement filed pursuant to this Section 2 without the Holder's prior written consent; provided that if the Commission requests that a Holder be identified as a statutory underwriter in the Registration Statement, then such Holder will have the option, in its sole and absolute discretion, to either (i) have the opportunity to withdraw from the Registration Statement upon its prompt written request to the Company, in which case the Company's obligation to register such Holder's Registrable Securities shall be deemed satisfied or (ii) be included as such in the Registration Statement. Each Registration Statement (and each

amendment or supplement thereto) shall be provided to (and shall be subject to the approval, which shall not be unreasonably withheld or delayed, of) the Holders prior to its filing with, or other submission to, the Commission.

2.1.7 In the event that on any Trading Day (as defined below) (the "***Registration Trigger Date***") the number of shares available under the Registration Statements filed pursuant to this Section 2 is insufficient to cover all of the Registrable Securities (without giving effect to any limitations on the exercise or conversion of any securities exercisable for, or convertible into, Registrable Securities and, in the case of Registrable Securities issuable upon the exercise of warrants, assuming the exercise of such warrants for cash), the Company shall amend such Registration Statements, or file a new Registration Statement (on the short form available therefor, if applicable), or both, so as to cover the total number of Registrable Securities so issued or issuable (without giving effect to any limitations on the exercise or conversion of any securities exercisable for, or convertible into, Registrable Securities and, in the case of Registrable Securities issuable upon the exercise of warrants, assuming the exercise of such warrants for cash) as of the Registration Trigger Date as soon as practicable, but in any event within fifteen (15) days after the Registration Trigger Date. The Company shall use its commercially reasonable efforts to cause such amendment and/or new Registration Statement to become effective as soon as practicable following the filing thereof, but in any event no later than sixty (60) days of the Registration Trigger Date (or ninety (90) days if the applicable Registration Statement or amendment is reviewed by, and comments are thereto provided from, the Commission) or as promptly as practicable in the event the Company is required to increase its authorized shares. "***Trading Day***" shall mean any day on which the Class A Common Stock is traded for any period on the principal securities exchange or market on which the Class A Common Stock is then being traded.

Section 2.2 Demand Registration.

2.2.1 Request for Registration. Subject to the provisions of subsection 2.2.5 and Sections 2.4 and 3.4 hereof, and provided that the Company does not have an effective Registration Statement pursuant to subsection 2.1.1, outstanding covering all of the Registrable Securities, following the expiration of the Founder Shares Lock-up Period, the Private Placement Lock-up Period or any other applicable lock-up period, as the case may be, a Demanding Holder may make a written demand for Registration of all or part of their Registrable Securities, which written demand shall describe the amount and type of securities to be included in such Registration and the intended method(s) of distribution thereof (such written demand a "***Demand Registration***"). Subject to the MNPI Provisions, the Company shall, within five (5) days of the Company's receipt of the Demand Registration, notify, in writing all other Holders of Registrable Securities of such demand, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in a Registration pursuant to a Demand Registration (each such Holder that includes all or a portion of such Holder's Registrable Securities in such Registration, a "***Requesting Holder***") shall so notify the Company, in writing, within five (5) days after the receipt by the Holder of the notice from the Company. Upon receipt by the Company of any such written notification from a Requesting Holder(s) to the Company, subject to subsection 2.2.4 below, such Requesting Holder(s) shall be entitled to have their Registrable Securities included in a Registration pursuant to a Demand Registration and the Company shall effect, as soon thereafter as practicable, but not more than sixty (60) days immediately after the Company's receipt of the Demand Registration, the Registration of all Registrable Securities requested by the Demanding Holders and Requesting Holders pursuant to such Demand Registration. Under no circumstances shall the Company be obligated to effect more than an aggregate of three (3) Registrations pursuant to a Demand Registration by the Existing Holders and an aggregate of five (5) Registration pursuant to a Demand Registration by the New Holders under this subsection 2.1.1 with respect to any or all Registrable Securities. Notwithstanding the foregoing, (i) the Company shall not be required to give effect to a

Demand Registration from a Demanding Holder if the Company has registered Registrable Securities pursuant to a Demand Registration (which has become effective) from such Demanding Holder in the preceding one hundred and twenty (120) days, and (ii) the Company's obligations with respect to any Demand Registration shall be deemed satisfied so long as the Registration Statement filed pursuant to subsection 2.1.1 includes all of such Demanding Holder's Registrable Securities and is effective.

2.2.2 Effective Registration. Notwithstanding the provisions of subsection 2.2.1 above or any other part of this Agreement, a Registration pursuant to a Demand Registration shall not count as a Registration unless and until (a) the Registration Statement filed with the Commission with respect to a Registration pursuant to a Demand Registration has been declared effective by the Commission and, (b) the Company has complied with all of its obligations under this Agreement with respect thereto; provided, further, that if, after such Registration Statement has been declared effective, an offering of Registrable Securities in a Registration pursuant to a Demand Registration is subsequently interfered with by any stop order or injunction of the Commission, federal or state court or any other governmental agency, the Registration Statement with respect to such Registration shall be deemed not to have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a majority-in-interest of the Demanding Holders initiating such Demand Registration thereafter affirmatively elect to continue with such Registration and accordingly notify the Company in writing, but in no event later than five (5) days thereafter, of such election. The Company shall not be obligated or required to file another Registration Statement until the Registration Statement that has been previously filed with respect to a Registration pursuant to a Demand Registration by the same Demanding Holder becomes effective or is subsequently terminated.

2.2.3 Underwritten Offering. Subject to the provisions of subsection 2.2.4 and Sections 2.4 and 3.4 hereof, if a majority-in-interest of the Demanding Holders so advise the Company as part of their Demand Registration that the offering of the Registrable Securities pursuant to such Demand Registration shall be in the form of an Underwritten Offering, then the right of such Demanding Holder or Requesting Holder (if any) to include its Registrable Securities in such Registration shall be conditioned upon such Holder's participation in such Underwritten Offering and the inclusion of such Holder's Registrable Securities in such Underwritten Offering to the extent provided herein. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.2.3, subject to Section 3.3 and Article IV, shall enter into an underwriting agreement in customary form with the Company and the Underwriter(s) selected for such Underwritten Offering by a majority-in-interest of the Demanding Holders initiating the Demand Registration after consultation with, and approval by, the Company (which shall not be unreasonably withheld, conditioned or delayed).

2.2.4 Reduction of Underwritten Offering. If a Demand Registration is to be an Underwritten Offering and the managing Underwriter or Underwriters, in good faith, advises the Company, the Demanding Holders and the Requesting Holders (if any) in writing that, in its opinion, the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other Class A Common Stock or other equity securities that the Company desires to sell for its own account and the Class A Common Stock, if any, as to which a Registration has been requested pursuant to separate written contractual piggy-back registration rights held by any other stockholders of the Company who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in such Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such

securities, as applicable, the "***Maximum Number of Securities***"), then the Company shall include in such Underwritten Offering, as follows:

(a) first, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities held by each Demanding Holder and Requesting Holder (if any) and the aggregate number of Registrable Securities held by the Demanding Holders and Requesting Holders (such proportion is referred to herein as "***Pro Rata***")) that can be sold without exceeding the Maximum Number of Securities;

(b) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (a), the Registrable Securities of Holders (Pro Rata, based on the respective number of Registrable Securities held by each Holder) exercising their rights to register their Registrable Securities pursuant to subsection 2.3.1 hereof, without exceeding the Maximum Number of Securities;

(c) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a) and (b), the Class A Common Stock or other equity securities that the Company desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities; and

(d) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a), (b) and (c), the Class A Common Stock or other equity securities of other persons or entities that the Company is obligated to register in a Registration pursuant to separate written contractual arrangements with such persons and that can be sold without exceeding the Maximum Number of Securities.

2.2.5 Demand Registration Withdrawal. A Demanding Holder or a Requesting Holder shall have the right to withdraw all or a portion of its Registrable Securities included in a Demand Registration pursuant to subsection 2.2.1 or a Shelf Underwritten Offering pursuant to subsection 2.1.3 for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of its intention to so withdraw (a) in the case of a Demand Registration not involving an Underwritten Offering, one (1) Business Day prior to the effectiveness of the applicable Registration Statement or (b) in the case of any Demand Registration involving an Underwritten Offering or any Shelf Underwritten Offering, prior to the pricing of such Underwritten Offering or Shelf Underwritten Offering; provided, however, that upon withdrawal by a majority-in-interest of the Demanding Holders initiating a Demand Registration (or in the case of a Shelf Underwritten Offering, withdrawal of an amount of Registrable Securities included by the Holders in such Shelf Underwritten Offering, in their capacity as Demanding Holders, being less than the Minimum Amount), the Company shall cease all efforts to secure effectiveness of the applicable Registration Statement or complete the Underwritten Offering, as applicable. For the avoidance of doubt, any Demand Registration withdrawn pursuant to this subsection 2.2.5 shall be counted toward the aggregate number of Demand Registrations the Company is obligated to effect pursuant to subsection 2.2.1 unless (A)(1) the Demanding Holders reimburse the Company for all of its out-of-pocket costs and expenses incurred in connection with any such withdrawn Demand Registration incurred through the date of such withdrawal and (2) such revocation or withdrawal shall have been made prior to the commencement of any marketing efforts or "road shows" by the Company or the underwriters in connection with such Demand Registration, or (B) such withdrawal or revocation occurs following the issuance by the Company of a Suspension Notice. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred by it in connection with a Registration pursuant to a Demand Registration or a Shelf Underwritten Offering prior to its withdrawal under this subsection 2.2.5.

Section 2.3 Piggyback Registration.

2.3.1 Piggyback Rights. If the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of the Company (or by the Company and by the stockholders of the Company including, without limitation, pursuant to Section 2.2 hereof), other than a Registration Statement (a) filed in connection with any employee stock option or other benefit plan, (b) for an exchange offer or offering of securities solely to the Company's existing stockholders, (c) for an offering solely of debt that is convertible into equity securities of the Company, (d) for a dividend reinvestment plan, (e) for any issuances of securities in connection with a transaction involving a merger, consolidation, sale, exchange, issuance, transfer, reorganization or other extraordinary transaction between the Company or any of its Affiliates and any third party, or (f) filed pursuant to subsection 2.1.1, then, subject to the MNPI Provisions, the Company shall give written notice of such proposed filing to all of the Holders of Registrable Securities (excluding the Sponsor with respect to any Registrable Securities distributed by the Sponsor to its members following the expiration of the Founder Shares Lock-up Period or the Private Placement Lock-up Period, as applicable) as soon as practicable but not less than twenty (20) days before the anticipated filing date of such Registration Statement, which notice shall (i) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution (including whether such registration will be pursuant to a shelf registration statement), and the proposed price and name of the proposed managing Underwriter or Underwriters, if any, in such offering, (ii) describe such Holders' rights under this Section 2.3, and (iii) offer to all of the Holders of Registrable Securities the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within five (5) days after receipt of such written notice (such Registration, a "***Piggyback Registration***"). The Company shall, in good faith, cause such Registrable Securities identified in a Holder's response noticed described in the foregoing sentence to be included in such Piggyback Registration and shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering, if any, to permit the Registrable Securities requested by the Holders pursuant to this subsection 2.3.1 to be included in a Piggyback Registration on the same terms and conditions as any similar securities of the Company or Company stockholder(s) for whose account the Registration Statement is to be filed included in such Registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.3.1, subject to Section 3.3 and Article IV, shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company.

2.3.2 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Registration that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that, in its opinion, the dollar amount or number of the Class A Common Stock that the Company desires to sell, taken together with (a) the Class A Common Stock, if any, as to which Registration has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (b) the Registrable Securities as to which registration has been requested pursuant to Section 2.3 hereof, and (c) the Class A Common Stock, if any, as to which Registration has been requested pursuant to separate written contractual piggy-back registration rights of other stockholders of the Company, exceeds the Maximum Number of Securities, then:

2.3.2.1 if the Registration is undertaken for the Company's account, the Company shall include in any such Registration (a) first, the Class A Common Stock or other equity

securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; (b) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (a), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.3.1 hereof, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; and (c) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a) and (b), the Class A Common Stock, if any, as to which Registration has been requested pursuant to written contractual piggy-back registration rights of other stockholders of the Company, which can be sold without exceeding the Maximum Number of Securities; and

2.3.2.2 if the Registration is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration (a) first, the Class A Common Stock or other equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (b) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (a), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.3.1 hereof, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; (c) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a) and (b), the Class A Common Stock or other equity securities that the Company desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities; and (d) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (a), (b) and (c), the Class A Common Stock or other equity securities for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities, which can be sold without exceeding the Maximum Number of Securities.

2.3.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities shall have the right to withdraw all or any portion of its Registrable Securities in a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw such Registrable Securities from such Piggyback Registration (a) in the case of a Piggyback Registration not involving an Underwritten Offering or Shelf Underwritten Offering, one (1) Business Day prior to the effectiveness of the applicable Registration Statement or (b) in the case of any Piggyback Registration involving an Underwritten Offering or any Shelf Underwritten Offering, two (2) Business Days prior to the pricing of such Underwritten Offering or Shelf Underwritten Offering. The Company (whether on its own good-faith determination or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement.

2.3.4 Unlimited Piggyback Registration Rights. For purposes of clarity, any Registration effected pursuant to Section 2.3 hereof shall not be counted as a Registration pursuant to a Demand Registration effected under Section 2.2 hereof or a Shelf Underwritten Offering effected under subsection 2.1.3.

Section 2.4 Reserved.

Section 2.5 Block Trades.

2.5.1 Notwithstanding any other provision of this Agreement, but subject to Sections 2.4 and 3.4, if a Demanding Holder desires to effect a Block Trade with a total offering price reasonably expected to exceed, in the aggregate, either (x) the Minimum Amount or (y) all remaining

Registrable Securities held by the Demanding Holder, then notwithstanding the time periods provided for in subsection 2.1.4, such Demanding Holder shall notify the Company of the Block Trade at least five (5) Business Days prior to the day such offering is to commence and the Company shall as expeditiously as possible use its commercially reasonable efforts to facilitate such Block Trade; provided that the Demanding Holders wishing to engage in the Block Trade shall use commercially reasonable efforts to work with the Company and any Underwriters or placement agents or sales agents prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Block Trade.

2.5.2 Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used in connection with a Block Trade, any Demanding Holders shall have the right to submit a Withdrawal Notice to the Company and the Underwriter or Underwriters or placement agents or sales agents (if any) of their intention to withdraw from such Block Trade.

Section 2.6 Market Stand-Off. In connection with any Underwritten Offering of equity securities of the Company (other than a Block Trade), each Holder participating in the Underwritten Offering pursuant to the terms of this Agreement agrees that it shall not Transfer any shares of Class A Common Stock or other equity securities of the Company (other than those included in such offering pursuant to this Agreement), without the prior written consent of the Company, during the 90-day period beginning on the date of pricing of such offering or such shorter period during which the Company agrees not to conduct an underwritten primary offering of Class A Common Stock, except in the event the Underwriters managing the offering otherwise agree by written consent. Each Holder participating in the Underwritten Offering agrees to execute a customary lock-up agreement in favor of the Underwriters to such effect (in each case on substantially the same terms and conditions as all such Holders).

ARTICLE III
COMPANY PROCEDURES

Section 3.1 General Procedures. If the Company is required to effect the Registration of Registrable Securities, the Company shall use its commercially reasonable efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof. When effective, the Registration Statements filed pursuant to this Agreement (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain a Misstatement. In connection with effecting a Registration of Registrable Securities pursuant to this Agreement, the Company shall, as expeditiously as possible:

3.1.1 prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and, except as otherwise set forth herein, use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement have been sold;

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by a majority in interest of the applicable Holders of Registrable Securities registered on such Registration Statement or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request in order to facilitate the disposition of the Registrable Securities owned by such Holders, and no document shall be filed with the Commission to which any Holder or its counsel reasonably objects in good faith;

3.1.4 prior to any public offering of Registrable Securities, but in any case no later than the effective date of the applicable Registration Statement, use its commercially reasonable efforts to (a) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request and to keep such registration or qualification in effect for so long as such Registration Statement remains in effect, and (b) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities or securities exchanges, including the applicable Nasdaq Stock Market ("***Nasdaq***"), as may be necessary by virtue of the business and operations of the Company or otherwise and do any and all other acts and things that may be necessary or advisable, in each case, to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed no later than the effective date of such Registration Statement;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of (i) subject to the MNPI Provisions, any request by the Commission that the Company amend or supplement such Registration Statement or Prospectus or (ii) the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or Prospectus or the initiation or threatening of any proceeding for such purpose and promptly use its commercially reasonable efforts to amend or supplement such Registration Statement or Prospectus or prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued, as applicable;

3.1.8 at least five (5) Business Days (or, in the case of a Block Trade, at least one (1) day) prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus or any document that is to be incorporated by reference into such Registration Statement or Prospectus, furnish a copy thereof to each seller of such Registrable Securities or its counsel, including, without limitation, providing, upon request of a Holder, copies

promptly upon receipt of any comment letters received with respect to any such Registration Statement or Prospectus;

3.1.9 notify the Holders promptly at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then correct such Misstatement or include such information as is necessary to comply with law, in each case as set forth in Section 3.4 hereof;

3.1.10 permit a representative of a majority-in-interest of the New Holders, the Underwriters, if any, and any attorney or accountant retained by such Holders or Underwriter to participate, at each such person's own expense, in the preparation of any Registration Statement and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with the Registration; provided, however, that, if requested by the Company, such representatives or Underwriters shall be required to enter into a confidentiality agreement, in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information;

3.1.11 obtain a "cold comfort" letter (including a bring-down letter dated as of the date the Registrable Securities are delivered for sale pursuant to such Registration) from the Company's independent registered public accountants in the event of an Underwritten Offering that the participating Holders may rely on, in customary form and covering such matters of the type customarily covered by "comfort" letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders and any Underwriter;

3.1.12 on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion and negative assurance letter, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the Holders, the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the Holders, placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to a majority in interest of the participating Holders and any Underwriter;

3.1.13 in the event of any Underwritten Offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing Underwriter of such offering;

3.1.14 otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and to make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months, beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and the rules and regulations thereunder, including Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission);

3.1.15 if the Registration involves the Registration of Registrable Securities involving gross proceeds in excess of $50,000,000, use its reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by a majority-in-interest of the participating Holders or the Underwriter in any Underwritten Offering;

3.1.16 if applicable, promptly effect a filing with FINRA pursuant to FINRA Rule 5110 (or successor thereto) with respect to the public offering contemplated by resales of securities under the Initial Shelf (an "***Issuer Filing***"), pay the filing fee required by such Issuer Filing and use its commercially reasonable efforts to complete the Issuer Filing until FINRA issues a letter confirming that it does not object to the terms of the offering contemplated by the Initial Shelf.

3.1.17 cooperate with each Holder that holds Registrable Securities being offered and the Underwriter in any Underwritten Offering with respect to an applicable Registration Statement, if any, to facilitate the timely (i) preparation and delivery of certificates (not bearing any restrictive legends) representing Registrable Securities that have been offered and sold pursuant to such Registration Statement, and enable such certificates to be registered in such names and in such denominations or amounts, as the case may be, or (ii) crediting of the Registrable Securities that have been offered and sold pursuant to a Registration Statement to the applicable account (or accounts) with The Depository Trust Company ("***DTC***") through its Deposit/Withdrawal At Custodian ("***DWAC***") system, in any such case as such Holder or Underwriter, if any, may reasonably request;

3.1.18 for so long as this Agreement remains effective, use reasonable best effects to (a) cause the Class A Common Stock to be eligible for clearing through DTC, through its DWAC system; (b) be eligible and participating in the Direct Registration System (DRS) of DTC with respect to the Class A Common Stock; and (c) ensure that the transfer agent for the Class A Common Stock is a participant in, and that the Class A Common Stock is eligible for transfer pursuant to, DTC's Fast Automated Securities Transfer Program (or successor thereto); and

3.1.19 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders in connection with such Registration.

Section 3.2 Registration Expenses. Except as otherwise provided herein, the Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees and, other than as set forth in the definition of "Registration Expenses," all reasonable fees and expenses of any legal counsel representing the Holders except as otherwise provided herein.

Section 3.3 Participation in Underwritten Offerings. No Person may participate in any Underwritten Offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such Person (a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Company and (b) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements.

Section 3.4 Restrictions on Registration Rights; Suspension of Sales; Adverse Disclosure. If (a) during the period starting with the date sixty (60) days prior to the Company's good-faith estimate of the date of the filing of, and ending on a date one hundred and twenty (120) days after the effective date of, a Registration Statement in respect of a Company initiated underwritten Registration the Company receives a Demand Registration, and provided that the Company has delivered written notice to the Holders prior to receipt of a Demand Registration pursuant to subsection 2.2.1 and it continues to actively employ, in good faith, all reasonable efforts to cause the applicable Company-initiated Registration Statement to become effective, (b) the Holders have requested an Underwritten Registration and the Company and the Holders are unable to obtain the commitment of the underwriters to firmly underwrite the offer, or (c) in the good faith judgment of the Board such Registration would be seriously detrimental to the Company and the Board concludes as a result that it is essential to defer the filing of such

Registration Statement at such time, then in each case, the Company shall furnish to such Holders a certificate signed by the Chairman of the Board stating that in the good-faith judgment of the Board it would be seriously detrimental to the Company for a Registration Statement with respect to such Demand Registration to be filed in the near future and that it is therefore essential to defer the filing of such Registration Statement, the Company shall have the right to defer such filing for a period of not more than sixty (60) days. For the avoidance of doubt, the foregoing ability to defer the filing of a Registration Statement shall not apply to the Company's obligation to file the Initial Shelf pursuant to subsection 2.1.1. Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, or in the opinion of counsel for the Company it is necessary to supplement or amend such Prospectus to comply with law, each of the Holders shall forthwith discontinue disposition of Registrable Securities until it has received copies of a supplemented or amended Prospectus correcting the Misstatement or including the information counsel for the Company instructs is necessary to comply with law (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice such that the Registration Statement or Prospectus, as so amended or supplemented, as applicable, will not include a Misstatement and complies with law), or until it is advised in writing by the Company that the use of the Prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would require the Company to make an Adverse Disclosure or would require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control (a "***Suspension Event***"), the Company may, subject to the MNPI Provisions, upon giving prompt written notice of such action to the Holders (a "***Suspension Notice***"), no later than three (3) Business Days from the date of such Suspension Event, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time required to resolve such issue, but in no event more than forty-five (45) consecutive days, determined in good faith by the Board to be necessary for such purpose; provided that the Company shall not defer its obligations pursuant to this Section 3.4 more than twice during any twelve (12)-month period; provided further, that in no event shall the Company be entitled to delay or defer the filing or effectiveness of the Initial Shelf pursuant to this Section 3.4. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the Suspension Notice, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities; provided, for the avoidance of doubt, that the foregoing shall not restrict or otherwise affect the consummation of any sale pursuant to a contract entered into, or order placed, by any Holder prior to delivery of the Suspension Notice. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.4. The Holders agree that, except as required by applicable law, the Holders shall treat as confidential the receipt of a Suspension Notice from the Company under this Section 3.4 (provided that in no event shall such notice disclose the basis for suspension or contain any material nonpublic information) and shall not disclose the information contained in such written notice without the prior written consent of the Company until such time as the information contained therein is or becomes public, other than as a result of disclosure by a holder of Registrable Securities in breach of the terms of this Agreement.

Section 3.5 Covenants of the Company.

3.5.1 The Company will use its commercially reasonable efforts to make and keep public information available, as those terms are understood and defined in Rule 144. Without limiting the foregoing, as long as any Holder shall own Registrable Securities (without taking into account the exclusion of the definition of such term contained in clause (iv) thereof), the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely all reports required to be filed by the Company after the date hereof pursuant to Sections 13 or 15(d) of the Exchange Act and to

promptly furnish the Holders with true and complete copies of all such filings. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Class A Common Stock held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission), including providing any legal opinions.

3.5.2 Other than with respect to any contractual restriction applicable to any Holder, the stock certificates evidencing the Registrable Securities (without taking into account the exclusion of the definition of such term contained in clause (iv) thereof) (and/or book entries representing the Registrable Securities) held by each Holder shall not contain or be subject to any legend restricting the transfer thereof (and the Registrable Securities shall not be subject to any stop transfer or similar instructions or notations): (A) while a Registration Statement covering the sale or resale of such securities is effective under the Securities Act, if such Holder provides paperwork to the effect that it will sell, distribute or transfer such securities pursuant to such Registration Statement and the plan of distribution set forth therein or Rule 144, or (B) if such Holder provides customary paperwork to the effect that it has sold such shares pursuant to Rule 144, or (C) if such Registrable Securities are eligible for sale under Rule 144 (including Rule 144(i)) as set forth in customary non-affiliate paperwork provided by such Holder and such non-affiliate Holder agrees to sell or transfer such Registrable Securities pursuant to Rule 144 or pursuant to a Registration Statement and the plan of distribution set forth therein or (D) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission) as determined in good faith by counsel to the Company or set forth in a legal opinion delivered by nationally recognized counsel to the Holder (collectively, the "***Unrestricted Conditions***"). The Company agrees that at such time as any of the Unrestricted Conditions is met or such legend is otherwise no longer required it will, no later than two (2) Business Days following the delivery by a Holder to the Company or the Company's transfer agent of a certificate representing any Registrable Securities, issued with a restrictive legend, (or, in the case of Registrable Securities represented by book entries, delivery by a Holder to the Company or the Company's transfer agent of a legend removal request) deliver or cause to be delivered to such Holder a certificate or, at the request of such Holder, deliver or cause to be delivered such Registrable Securities to such Holder by crediting the account of such Holder's prime broker with DTC through its Deposit/Withdrawal at Custodian (DWAC) system, in each case, free from all restrictive and other legends and stop transfer or similar instructions or notations. If any of the Unrestricted Conditions is met at the time of issuance of any Registrable Securities (e.g., upon exercise of warrants), then such securities shall be issued free of all legends.

3.5.3 Notwithstanding anything in this Agreement to the contrary, the Company will not provide any material, nonpublic information to any Holder without the prior written consent of such Holder, and in the event that the Company believes that a notice or communication required by this Agreement to be delivered to any Holder contains material, nonpublic information relating to the Company, its securities, any of its Affiliates or any other Person, the Company shall so indicate to such Holder prior to delivery of such notice or communication, and such indication shall provide such Holder the means to refuse to receive such notice or communication. No Holder nor any of its Affiliates or representatives shall have any duty of trust or confidence with respect to, or obligation not to trade in any securities while aware of, any material, nonpublic information provided to such Holder, Affiliate or representative in violation of this subsection 3.5.3.

3.5.4 Notwithstanding the foregoing, to the extent the Company reasonably and in good faith determines that it is necessary to disclose material non-public information to a Holder in order to comply with its obligations hereunder (a "***Necessary Disclosure***"), the Company shall inform counsel

to such Holder to the extent such counsel has been identified in writing to the Company in advance of such determination without disclosing the applicable material non-public information, and the Company and such counsel on behalf of the applicable Holder shall endeavor to agree upon a process for making such Necessary Disclosure to the applicable Holder or its representatives that is mutually acceptable to such Holder and the Company (an "***Agreed Disclosure Process***"). Thereafter, the Company shall be permitted to make such Necessary Disclosure (only) in accordance with the Agreed Disclosure Process.

Section 3.6 Information. The Holders shall provide such information as may reasonably be requested by the Company, or the managing Underwriter, if any, in connection with the preparation of any Registration Statement, including amendments and supplements thereto, in order to effect the Registration of any Registrable Securities under the Securities Act pursuant to Article II and in connection with the Company's obligation to comply with federal and applicable state securities laws.

ARTICLE IV
INDEMNIFICATION AND CONTRIBUTION

Section 4.1 Indemnification.

4.1.1 The Company agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, each Holder of Registrable Securities, each Person who controls such Holder (within the meaning of the Securities Act) and each Holder's and control Person's officers, directors, members, partners, and managers against all losses, claims, actions, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) resulting from any Misstatement or alleged Misstatement, except insofar as the same are contained in any information furnished in writing to the Company by such Holder expressly for use in a Registration Statement or Prospectus. The Company shall indemnify the Underwriters, their officers and directors and agents and each Person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish to the Company in writing such information relating to such Holder as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify the Company, its directors and officers and agents and each Person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses (including without limitation reasonable attorneys' fees) resulting from any Misstatement or alleged Misstatement, but only to the extent that such Misstatement or alleged Misstatement is contained in any information so furnished in writing by such Holder expressly for use in such Registration Statement or Prospectus; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds actually received by such Holder from the sale of Registrable Securities in such offering giving rise to such liability. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each Person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

4.1.3 Any Person entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any Person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party in defending such claim) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and

indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel (plus local counsel) for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation or includes any admission as to fault or culpability or failure to act on the part of an indemnified party.

4.1.4 The indemnification and contribution provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, manager, or controlling Person of such indemnified party and shall survive transfer of securities. The Company and each Holder of Registrable Securities participating in an offering also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company's or such Holder's indemnification is unavailable for any reason.

4.1.5 If the indemnification provided under Section 4.1 hereof from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any Misstatement or alleged Misstatement, was made by, or relates to information supplied by, such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action and the benefits received by the such indemnifying party or indemnified party; provided, however, that the liability of any Holder under this subsection 4.1.5 shall be limited to the amount of the net proceeds received by such Holder from the sale of Registrable Securities in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in subsections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this subsection 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this subsection 4.1.5. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this subsection 4.1.5 from any Person who was not guilty of such fraudulent misrepresentation.

ARTICLE V
MISCELLANEOUS

Section 5.1 Notices. Any notice or communication under this Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery, or (iii) transmission by hand delivery, electronic mail or facsimile. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third (3rd) Business Day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, electronic mail (provided no "bounce back" or notice of non-delivery is received) or facsimile, at such time as it is delivered to the addressee (except in the case of electronic mail, with the delivery receipt) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to: 333 Ludlow Street, Stamford, CT 06902, and, if to any Holder, at such Holder's address or contact information as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective after delivery of such notice as provided in this Section 5.1.

Section 5.2 Assignment; No Third Party Beneficiaries.

5.2.1 This Agreement and the rights, duties and obligations of the Company and the Holders hereunder may not be assigned or delegated by the Company or the Holders, as the case may be, in whole or in part.

5.2.2 Prior to the expiration of the Founder Shares Lock-up Period or the Private Placement Lock-up Period, as the case may be, no Existing Holder who is subject to either or both the Founder Shares Lock-up Period or the Private Placement Lock-up Period may assign or delegate such Existing Holder's rights, duties or obligations under this Agreement, in whole or in part, except in connection with a transfer of Registrable Securities by such Holder to a Permitted Transferee, to an Affiliate or as otherwise permitted pursuant to the terms of the Founder Shares Lock-up Period, the Private Placement Lock-up Period or other lock-up period, as applicable.

5.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the applicable Holders, which shall include Permitted Transferees.

5.2.4 This Agreement shall not confer any rights or benefits on any Persons that are not parties hereto, other than as expressly set forth in this Agreement and Section 5.2 hereof.

5.2.5 No assignment (including to a Permitted Transferee) by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (a) written notice of such assignment as provided in Section 5.1 hereof and (b) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 5.2 shall be null and void.

Section 5.3 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile, PDF counterparts or other electronic transmission), each of which shall be deemed

an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

Section 5.4 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT (I) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH JURISDICTION THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION AND (II) THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THIS AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK.

Section 5.5 Amendments and Modifications. Upon the written consent of the Company and the Holders of at least a majority-in-interest of the Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that, notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects either the Existing Holders as a group or the New Holders as a group, respectively, in a manner that is materially adversely different from the Existing Holders or New Holders, as applicable, shall require the consent of at least a majority-in-interest of the Registrable Securities held by such Existing Holders or New Holders, as applicable, at the time in question; provided, further, that, notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in its capacity as a holder of the shares of capital stock of the Company, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected; provided, further, that notwithstanding the foregoing, any amendment to Section 2.6 that affects a party hereto shall require the written consent of such party. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

Section 5.6 Other Registration Rights. Other than pursuant to the terms of the Subscription Agreements in connection with the PIPE Investment, the Company represents and warrants that no Person, other than a Holder of Registrable Securities, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration filed by the Company for the sale of securities for its own account or for the account of any other Person. The Company represents, warrants and agrees that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions among the parties thereto, and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail. To the extent the Company grants any Person(s) the right to request the Company or any of its subsidiaries to register any equity securities of the Company or any of its subsidiaries or any securities convertible or exchangeable into or exercisable for such securities, the Company shall grant piggyback registration rights to the New Holders in connection therewith.

Section 5.7 Term. This Agreement shall terminate upon the earlier of (a) the tenth anniversary of the date of this Agreement, (b) the date as of which all of the Registrable Securities have been sold pursuant to a Registration Statement (but in no event prior to the applicable period referred to in

Section 4(a)(3) of the Securities Act and Rule 174 thereunder (or any successor rule promulgated thereafter by the Commission)) or (c) with respect to a particular Holder, the date as of which all Registrable Securities held by such Holder have been sold (x) pursuant to a Registration Statement (but in no event prior to the applicable period referred to in Section 4(a)(3) of the Securities Act and Rule 174 thereunder (or any successor rule promulgated thereafter by the Commission)) or (y) under Rule 144 or another exemption from registration under the Securities Act. The provisions of Section 3.5 and Article IV shall survive any termination.

Section 5.8 Rules of Construction. Any provision of this Agreement that refers to the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation." References to numbered or letter articles, sections and subsections refer to articles, sections and subsections, respectively, of this Agreement unless expressly stated otherwise. All references to this Agreement include, whether or not expressly referenced, the exhibits and schedules attached hereto. References to a Section, paragraph, Exhibit or Schedule, such reference shall be to a Section or paragraph of, or Exhibit or Schedule to, this Agreement unless otherwise indicated. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "or" when used in this Agreement is not exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument, law or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument, or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and includes references to all attachments thereto and instruments incorporated therein unless otherwise indicated. References to a Person are also to its permitted successors and assigns. In the event that any claim is made by any Person relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Person or its counsel.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

CM LIFE SCIENCES, INC., a Delaware corporation

By: /s/ Eli Casdin
Name:
Title:

EXISTING HOLDERS:

CMLS HOLDINGS LLC, a Delaware limited liability company

By: /s/ Eli Casdin
Name:
Title:

/s/ Munib Islam
Name: Munib Islam

/s/ Emily Leproust
Name: Emily Leproust

/s/ Nat Turner
Name: Nat Turner

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

[NEW HOLDERS]

INDEMNITY AGREEMENT

This Indemnity Agreement (this "Agreement"), dated as of _____ ____, 2021 is made by and between Sema4 Holdings Corp., a Delaware corporation (the "***Company***"), and _____, a director, officer or key employee of the Company or one of the Company's subsidiaries or other service provider who satisfies the definition of Indemnifiable Person set forth below ("***Indemnitee***").

RECITALS

A. The Company is aware that competent and experienced persons are increasingly reluctant to serve as representatives of corporations unless they are protected by comprehensive liability insurance and indemnification, due to increased exposure to litigation costs and risks resulting from their service to such corporations, and due to the fact that the exposure frequently bears no relationship to the compensation of such representatives;

B. The members of the Board of Directors of the Company (the "***Board***") have concluded that to retain and attract talented and experienced individuals to serve as representatives of the Company and its Subsidiaries and Affiliates and to encourage such individuals to take the business risks necessary for the success of the Company and its Subsidiaries and Affiliates, it is necessary for the Company to contractually indemnify certain of its representatives and the representatives of its Subsidiaries and Affiliates, and to assume for itself maximum liability for Expenses and Other Liabilities in connection with claims against such representatives in connection with their service to the Company and its Subsidiaries and Affiliates;

C. Section 145 of the Delaware General Corporation Law ("***Section 145***"), empowers the Company to indemnify by agreement its officers, directors, employees and agents, and persons who serve, at the request of the Company, as directors, officers, employees or agents of other corporations, partnerships, joint ventures, trusts or other enterprises, and expressly provides that the indemnification provided thereby is not exclusive; and

D. The Company desires and has requested Indemnitee to serve or continue to serve as a representative of the Company and/or the Subsidiaries or Affiliates of the Company free from undue concern about inappropriate claims for damages arising out of or related to such services to the Company and/or the Subsidiaries or Affiliates of the Company.

AGREEMENT

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions.

(a) Affiliate. For purposes of this Agreement, "***Affiliate***" of the Company means any corporation, partnership, limited liability company, joint venture, trust or other enterprise in respect of which Indemnitee is or was or will be serving as a director, officer, trustee, manager, member, partner, employee, agent, attorney, consultant, member of the entity's governing body (whether constituted as a board of directors, board of managers, general partner or otherwise), fiduciary, or in any other similar capacity at the request, election or direction of the Company, and including, but not limited to, any employee benefit plan of the Company or a Subsidiary or Affiliate of the Company.

(b) Change in Control. For purposes of this Agreement, "***Change in Control***" shall be deemed to occur in the event that (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than a Subsidiary or a trustee or other fiduciary holding securities under an employee benefit plan of the Company or Subsidiary, is or becomes the "Beneficial Owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing 50% or more of the total voting power represented by the Company's then outstanding capital stock or (ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board and any new director whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof, or (iii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than a merger or consolidation that would result in the outstanding capital stock of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into capital stock of the surviving entity) at least 80% of the total voting power represented by the capital stock of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company (in one transaction or a series of transactions) of all or substantially all of the Company's assets.

(c) Expenses. For purposes of this Agreement, "***Expenses***" means all direct and indirect costs of any type or nature whatsoever (including, without limitation, all attorneys' fees and related disbursements, and other out-of-pocket costs), paid or incurred by Indemnitee in connection with either the investigation, defense or appeal of, or being a witness in, a Proceeding (as defined below), or establishing or enforcing a right to indemnification under this Agreement, Section 145 or otherwise; provided, however, that Expenses shall not include any judgments, fines, ERISA excise taxes or penalties or amounts paid in settlement of a Proceeding by Indemnitee.

(d) Indemnifiable Event. For purposes of this Agreement, "***Indemnifiable Event***" means any event or occurrence related to Indemnitee's service for the Company or any Subsidiary or Affiliate as an Indemnifiable Person (as defined below), or by reason of anything done or not done, or any act or omission, by Indemnitee in any such capacity.

(e) Indemnifiable Person. For the purposes of this Agreement, "***Indemnifiable Person***" means any person who is or was a director, officer, trustee, manager, member, partner, employee, attorney, consultant, member of an entity's governing body (whether constituted as a board of directors, board of managers, general partner or otherwise) or other agent or fiduciary of the Company or a Subsidiary or Affiliate of the Company.

(f) Independent Counsel. For purposes of this Agreement, "***Independent Counsel***" means legal counsel that has not performed services for the Company or Indemnitee in the five years preceding the time in question and that would not, under applicable standards of professional conduct, have a conflict of interest in representing either the Company or Indemnitee.

(g) Independent Director. For purposes of this Agreement, "***Independent Director***" means a member of the Board who is not a party to the Proceeding for which a claim is made under this Agreement.

(h) Other Liabilities. For purposes of this Agreement, "***Other Liabilities***" means any and all liabilities of any type whatsoever (including, but not limited to, judgments, fines, penalties, ERISA (or other benefit plan related) excise taxes or penalties, and amounts paid in settlement and all interest, taxes, assessments and other charges paid or payable in connection with or in respect of any such judgments, fines, ERISA (or other benefit plan related) excise taxes or penalties, or amounts paid in settlement).

(i) Proceeding. For the purposes of this Agreement, "***Proceeding***" means any threatened, pending, or completed action, suit or other proceeding, whether civil, criminal, administrative, investigative, legislative or any other type whatsoever, preliminary, informal or formal, including any arbitration or other alternative dispute resolution and including any appeal of any of the foregoing.

(j) Subsidiary. For purposes of this Agreement, "***Subsidiary***" means any entity of which more than 50% of the outstanding voting securities is owned directly or indirectly by the Company.

2. Agreement to Serve. The Indemnitee agrees to serve and/or continue to serve as an Indemnifiable Person in the capacity or capacities in which Indemnitee currently serves the Company as an Indemnifiable Person, and any additional capacity in which Indemnitee may agree to serve, until such time as Indemnitee's service in a particular capacity shall end according to the terms of an agreement, the Company's Certificate of Incorporation or Bylaws, governing law, or otherwise. Nothing contained in this Agreement is intended to create any right to continued employment or other form of service for the Company or a Subsidiary or Affiliate of the Company by Indemnitee.

3. Mandatory Indemnification.

(a) Agreement to Indemnify. In the event Indemnitee is a person who was or is a party to or witness in or is threatened to be made a party to or witness in any Proceeding by reason of an Indemnifiable Event, the Company shall indemnify Indemnitee from and against any and all Expenses and Other Liabilities incurred by Indemnitee in connection with (including in preparation for) such Proceeding to the fullest extent not prohibited by the provisions of the Company's Bylaws and the Delaware General Corporation Law ("***DGCL***"), as the same may be amended from time to time (but only to the extent that such amendment permits the Company to provide broader indemnification rights than the Bylaws or the DGCL permitted prior to the adoption of such amendment).

(b) Exception for Amounts Covered by Insurance and Other Sources. Notwithstanding the foregoing, the Company shall not be obligated to indemnify Indemnitee for Expenses or Other Liabilities of any type whatsoever (including, but not limited to judgments, fines, penalties, ERISA excise taxes or penalties and amounts paid in settlement) to the extent such have been paid directly to Indemnitee (or paid directly to a third party on Indemnitee's behalf) by any directors and officers, or other type, of insurance maintained by the Company; provided, however, that payment made to Indemnitee pursuant to an insurance policy purchased and maintained by Indemnitee at his or her own expense of any amounts otherwise indemnifiable or obligated to be made pursuant to this Agreement shall not reduce the Company's obligations to Indemnitee pursuant to this Agreement.

(c) Company Obligations Primary. The Company hereby acknowledges that Indemnitee may have rights to indemnification for Expenses and Other Liabilities provided by a venture capital firm or other sponsoring organization ("***Other Indemnitor***"). The Company agrees with Indemnitee that the Company is the indemnitor of first resort of Indemnitee with respect to matters for which indemnification is provided under this Agreement and that the Company will be obligated to make all payments due to or for the benefit of Indemnitee under this Agreement without regard to any rights that Indemnitee may have

against the Other Indemnitor. The Company hereby waives any equitable rights to contribution or indemnification from the Other Indemnitor in respect of any amounts paid to indemnitee hereunder. The Company further agrees that no reimbursement of Other Liabilities or payment of Expenses by the Other Indemnitor to or for the benefit of Indemnitee shall affect the obligations of the Company hereunder, and that the Company shall be obligated to repay the Other Indemnitor for all amounts so paid or reimbursed to the extent that the Company has an obligation to indemnify Indemnitee for such Expenses or Other Liabilities hereunder.

4. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of any Expenses or Other Liabilities but not entitled, however, to indemnification for the total amount of such Expenses or Other Liabilities, the Company shall nevertheless indemnify Indemnitee for such total amount except as to the portion thereof for which indemnification is prohibited by the provisions of the Company's Bylaws or the DGCL. In any review or Proceeding to determine the extent of indemnification, the Company shall bear the burden to establish, by clear and convincing evidence, the lack of a successful resolution of a particular claim, issue or matter and which amounts sought in indemnity are allocable to claims, issues or matters which were not successfully resolved.

5. Liability Insurance. So long as Indemnitee shall continue to serve the Company or a Subsidiary or Affiliate of the Company as an Indemnifiable Person and thereafter so long as Indemnitee shall be subject to any possible claim or threatened, pending or completed Proceeding as a result of an Indemnifiable Event, the Company shall use reasonable efforts to maintain in full force and effect for the benefit of Indemnitee as an insured (i) liability insurance issued by one or more reputable insurers and having the policy amount and deductible deemed appropriate by the Board and providing in all respects coverage at least comparable to and in the same amount as that provided to the Chairman of the Board or the Chief Executive Officer of the Company and (ii) any replacement or substitute policies issued by one or more reputable insurers providing in all respects coverage at least comparable to and in the same amount as that being provided to the Chairman of the Board or the Chief Executive Officer of the Company. The purchase, establishment and maintenance of any such insurance or other arrangements shall not in any way limit or affect the rights and obligations of the Company or of Indemnitee under this Agreement except as expressly provided herein, and the execution and delivery of this Agreement by the Company and Indemnitee shall not in any way limit or affect the rights and obligations of the Company or the other party or parties thereto under any such insurance or other arrangement. In the event of a Change in Control subsequent to the date of this Agreement, or the Company's becoming insolvent, including being placed into receivership or entering the federal bankruptcy process, the Company shall maintain in force any and all insurance policies then maintained by the Company in providing insurance—directors' and officers' liability, fiduciary, employment practices or otherwise—in respect of the individual directors and officers of the Company, for a fixed period of six years thereafter. Such coverage shall be non-cancelable and shall be placed and serviced by the Company's incumbent insurance broker or a broker selected by a majority of the Independent Directors.

6. Mandatory Advancement of Expenses. If requested by Indemnitee, the Company shall advance prior to the final disposition of the Proceeding all Expenses reasonably incurred by Indemnitee in connection with (including in preparation for) a Proceeding related to an Indemnifiable Event within (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee. The right to advances under this section shall in all events continue until final disposition of any Proceeding, including any appeal therein. Indemnitee hereby undertakes to repay such amounts advanced if, and only if and to

the extent that, it shall ultimately be determined that Indemnitee is not entitled to be indemnified by the Company under the provisions of this Agreement, the Company's Bylaws or the DGCL, and no additional form of undertaking with respect to such obligation to repay shall be required. Indemnitee's undertaking to repay any Expenses advanced to Indemnitee hereunder shall be unsecured and shall not be subject to the accrual or payment of any interest thereon. In the event that Indemnitee's request for the advancement of expenses shall be accompanied by an affidavit of counsel to Indemnitee to the effect that such counsel has reviewed such Expenses and that such Expenses are reasonable in such counsel's view, then such expenses shall be deemed reasonable in the absence of clear and convincing evidence to the contrary.

7. Notice and Other Indemnification Procedures.

(a) Notification. Promptly after receipt by Indemnitee of notice of the commencement of or the threat of commencement of any Proceeding, unless the Company is a named co-defendant with Indemnitee, Indemnitee shall, if Indemnitee believes that indemnification or advancement of Expenses with respect thereto may be sought from the Company under this Agreement, notify the Company of the commencement or threat of commencement thereof. However, a failure so to notify the Company promptly following Indemnitee's receipt of such notice shall not relieve the Company from any liability that it may have to Indemnitee except to the extent that the Company is materially prejudiced in its defense of such Proceeding as a result of such failure.

(b) Insurance and Other Matters. If, at the time of the receipt of a notice of the commencement of a Proceeding pursuant to Section 7(a) above, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of the commencement of such Proceeding to the issuers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all reasonable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such insurance policies. In addition, the Company will instruct the insurers and the Company's insurance broker that they may communicate directly with Indemnitee regarding such claim.

(c) Assumption of Defense. In the event the Company shall be obligated to advance the Expenses for any Proceeding against Indemnitee, the Company, if deemed appropriate by the Company, shall be entitled to assume the defense of such Proceeding as provided herein. Such defense by the Company may include the representation of two or more parties by one attorney or law firm as permitted under the ethical rules and legal requirements related to joint representations. Following delivery of written notice to Indemnitee of the Company's election to assume the defense of such Proceeding, the approval by Indemnitee (which approval shall not be unreasonably withheld) of counsel designated by the Company and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees and expenses of counsel subsequently incurred by Indemnitee with respect to the same Proceeding. If (A) the employment of counsel by Indemnitee has been previously authorized by the Company, (B) Indemnitee shall have notified the Board in writing that Indemnitee has reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of any such defense, (C) the Company fails to employ counsel to assume the defense of such Proceeding, or (D) after a Change in Control, the employment of counsel by Indemnitee has been approved by the Independent Counsel, the Expenses related to work conducted by Indemnitee's counsel shall be subject to indemnification and/or advancement pursuant to the terms of this Agreement. Nothing herein shall prevent Indemnitee from employing counsel for any such Proceeding at Indemnitee's expense. Indemnitee agrees that any such separate counsel retained by Indemnitee will be a

member of any approved list of panel counsel under the Company's applicable directors' and officers' insurance policy, should the applicable policy provide for a panel of approved counsel.

(d) Settlement. The Company shall not be liable to indemnify Indemnitee under this Agreement or otherwise for any amounts paid in settlement of any Proceeding effected without the Company's written consent; provided, however, that if a Change in Control has occurred subsequent to the date of this Agreement, the Company shall be liable for indemnification of Indemnitee for amounts paid in settlement if the Independent Counsel has approved the settlement. Neither the Company nor any Subsidiary or Affiliate shall enter into a settlement of any Proceeding that might result in the imposition of any Expense, Other Liability, penalty, limitation or detriment on Indemnitee, whether indemnifiable under this Agreement or otherwise, without Indemnitee's written consent. Neither the Company nor Indemnitee shall unreasonably withhold consent from any settlement of any Proceeding. The Company shall promptly notify Indemnitee upon the Company's receipt of an offer to settle, or if the Company makes an offer to settle, any Proceeding, and provide Indemnitee with a reasonable amount of time to consider such settlement, in the case of any such settlement for which the consent of Indemnitee would be required hereunder. The Company shall not, on its own behalf, settle any part of any Proceeding to which Indemnitee is a party with respect to other parties (including the Company) without the written consent of Indemnitee if any portion of the settlement is to be funded from insurance proceeds unless approved by a majority of the Independent Directors, provided that this sentence shall cease to be of any force and effect if it has been determined in accordance with this Agreement that Indemnitee is not entitled to indemnification hereunder with respect to such Proceeding or if the Company's obligations hereunder to Indemnitee with respect to such Proceeding have been fully discharged.

8. Determination of Right to Indemnification.

(a) Success on the Merits or Otherwise. To the extent that Indemnitee has been successful on the merits or otherwise in defense of any Proceeding referred to in Section 3(a) above or in the defense of any claim, issue or matter described therein, the Company shall indemnify Indemnitee against Expenses actually and reasonably incurred in connection therewith.

(b) Indemnification in Other Situations. In the event that Section 8(a) is inapplicable, the Company shall also indemnify Indemnitee if Indemnitee has not failed to meet the applicable standard of conduct for indemnification, in accordance with Section 8(c) and (d) below.

(c) Forum. Indemnitee shall be entitled to select the forum in which determination of whether or not Indemnitee has met the applicable standard of conduct shall be decided, and such election will be made from among the following:

i. Those members of the Board who are Independent Directors even though less than a quorum;

ii. A committee of Independent Directors designated by a majority vote of Independent Directors, even though less than a quorum; or

iii. Independent Counsel selected by Indemnitee and approved by the Board, which approval may not be unreasonably withheld, which counsel shall make such determination in a written opinion.

If Indemnitee is an officer or a director of the Company at the time that Indemnitee is selecting the forum, then Indemnitee shall not select Independent Counsel as such forum unless there are

no Independent Directors or unless the Independent Directors agree to the selection of Independent Counsel as the forum.

The selected forum shall be referred to herein as the "Reviewing Party". Notwithstanding the foregoing, following any Change in Control subsequent to the date of this Agreement, the Reviewing Party shall be Independent Counsel selected in the manner provided in Section 8(c)(iii). above.

(d) Decision Timing and Expenses. As soon as practicable, and in no event later than thirty (30) days after receipt by the Company of written notice of Indemnitee's choice of forum pursuant to Section 8(c) above, the Company and Indemnitee shall each submit to the Reviewing Party such information as they believe is appropriate for the Reviewing Party to consider. The Reviewing Party shall arrive at its decision within a reasonable period of time following the receipt of all such information from the Company and Indemnitee, but in no event later than thirty (30) days following the receipt of all such information, provided that the time by which the Reviewing Party must reach a decision may be extended by mutual agreement of the Company and Indemnitee. All Expenses associated with the process set forth in this Section 8(d), including but not limited to the Expenses of the Reviewing Party, shall be paid by the Company.

(e) Delaware Court of Chancery. Notwithstanding a final determination by any Reviewing Party that Indemnitee is not entitled to indemnification with respect to a specific Proceeding, Indemnitee shall have the right to apply to the Court of Chancery, for the purpose of enforcing Indemnitee's right to indemnification pursuant to this Agreement.

(f) Expenses. The Company shall indemnify Indemnitee against all Expenses incurred by Indemnitee in connection with any hearing or Proceeding under this Section 8 involving Indemnitee and against all Expenses and Other Liabilities incurred by Indemnitee in connection with any other Proceeding between the Company and Indemnitee involving the interpretation or enforcement of the rights of Indemnitee under this Agreement unless a court of competent jurisdiction finds that each of the material claims of Indemnitee in any such Proceeding was frivolous or made in bad faith.

(g) Determination of "Good Faith". For purposes of any determination of whether Indemnitee acted in "good faith" or acted in "bad faith," Indemnitee shall be deemed to have acted in good faith or not acted in bad faith if in taking or failing to take the action in question Indemnitee relied on the records or books of account of the Company or a Subsidiary or Affiliate, including financial statements, or on information, opinions, reports or statements provided to Indemnitee by the officers or other employees of the Company or a Subsidiary or Affiliate in the course of their duties, or on the advice of legal counsel for the Company or a Subsidiary or Affiliate, or on information or records given or reports made to the Company or a Subsidiary or Affiliate by an independent certified public accountant or by an appraiser or other expert selected by the Company or a Subsidiary or Affiliate, or by any other person (including legal counsel, accountants and financial advisors) as to matters Indemnitee reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company or a Subsidiary or Affiliate. In connection with any determination as to whether Indemnitee is entitled to be indemnified hereunder, or to advancement of Expenses, the Reviewing Party or court shall presume that Indemnitee has satisfied the applicable standard of conduct and is entitled to indemnification or advancement of Expenses, as the case may be, and the burden of proof shall be on the Company to establish, by clear and convincing evidence, that Indemnitee is not so entitled. The provisions of this Section 8(g) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement. In addition, the knowledge and/or actions, or failures to

act, of any other person serving the Company or a Subsidiary or Affiliate as an Indemnifiable Person shall not be imputed to Indemnitee for purposes of determining the right to indemnification hereunder.

9. Exceptions. Any other provision herein to the contrary notwithstanding,

(a) Claims Initiated by Indemnitee. The Company shall not be obligated pursuant to the terms of this Agreement to indemnify or advance Expenses to Indemnitee with respect to Proceedings or claims initiated or brought voluntarily by Indemnitee and not by way of defense, except (1) with respect to Proceedings brought to establish or enforce a right to indemnification under this Agreement, any other statute or law, as permitted under Section 145, or otherwise, (2) where the Board has consented to the initiation of such Proceeding, or (3) with respect to Proceedings brought to discharge Indemnitee's fiduciary responsibilities, whether under ERISA or otherwise, but such indemnification or advancement of Expenses may be provided by the Company in specific cases if the Board finds it to be appropriate; or

(b) Actions Based on Federal Statutes Regarding Profit Recovery and Return of Bonus Payments. The Company shall not be obligated pursuant to the terms of this Agreement to indemnify Indemnitee on account of (i) any suit in which judgment is rendered against Indemnitee for an accounting of profits made from the purchase or sale by Indemnitee of securities of the Company pursuant to the provisions of Section 16(b) of the Securities Exchange Act of l934 and amendments thereto or similar provisions of any federal, state or local statutory law, or (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "***Sarbanes-Oxley Act***"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act); or

(c) Unlawful Indemnification. The Company shall not be obligated pursuant to the terms of this Agreement to indemnify Indemnitee for Other Liabilities if such indemnification is prohibited by law as determined by a court of competent jurisdiction in a final adjudication not subject to further appeal.

10. Non-exclusivity. The provisions for indemnification and advancement of Expenses set forth in this Agreement shall not be deemed exclusive of any other rights which Indemnitee may have under any provision of law, the Company's Certificate of Incorporation or Bylaws, the vote of the Company's stockholders or disinterested directors, other agreements, or otherwise, both as to acts or omissions in his or her official capacity and to acts or omissions in another capacity while serving the Company or a Subsidiary or Affiliate as an Indemnifiable Person and Indemnitee's rights hereunder shall continue after Indemnitee has ceased serving the Company or a Subsidiary or Affiliate as an Indemnifiable Person and shall inure to the benefit of the heirs, executors and administrators of Indemnitee.

11. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever, (i) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, all portions of any paragraphs of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any paragraphs of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

12. Supersession, Modification and Waiver. This Agreement supersedes any prior indemnification agreement between the Indemnitee and the Company, its Subsidiaries or its Affiliates. If the Company and Indemnitee have previously entered into an indemnification agreement providing for the indemnification of Indemnitee by the Company, parties entry into this Agreement shall be deemed to amend and restate such prior agreement to read in its entirety as, and be superseded by, this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) and except as expressly provided herein, no such waiver shall constitute a continuing waiver.

13. Successors and Assigns. The terms of this Agreement shall bind, and shall inure to the benefit of, and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company), assigns, spouses, heirs and personal and legal representatives. In addition, the Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement and indemnify Indemnitee to the fullest extent permitted by law.

14. Notice. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) if delivered by hand and a receipt is provided by the party to whom such communication is delivered, (ii) if mailed by certified or registered mail with postage prepaid, return receipt requested, on the signing by the recipient of an acknowledgement of receipt form accompanying delivery through the U.S. mail, (iii) by personal service by a process server, or (iv) by delivery to the recipient's address by overnight delivery (e.g., FedEx, UPS or DHL) or other commercial delivery service. Addresses for notice to either party are as shown on the signature page of this Agreement, or as subsequently modified by written notice complying with the provisions of this Section 14. Delivery of communications to the Company with respect to this Agreement shall be sent to the attention of the Company's Chief Financial Officer.

15. No Presumptions. For purposes of this Agreement, the termination of any Proceeding, by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law or otherwise. In addition, neither the failure of the Company or a Reviewing Party to have made a determination as to whether Indemnitee has met any particular standard of conduct or had any particular belief, nor an actual determination by the Company or a Reviewing Party that Indemnitee has not met such standard of conduct or did not have such belief, prior to the commencement of Proceedings by Indemnitee to secure a judicial determination by exercising Indemnitee's rights under Section 8(e) of this Agreement shall be a defense to Indemnitee's claim or create a presumption that Indemnitee has failed to meet any particular standard of conduct or did not have any particular belief or is not entitled to indemnification under applicable law or otherwise.

16. Survival of Rights. The rights conferred on Indemnitee by this Agreement shall continue after Indemnitee has ceased to serve the Company or a Subsidiary or Affiliate of the Company as an Indemnifiable Person and shall inure to the benefit of Indemnitee's heirs, executors and administrators.

17. Subrogation and Contribution.

(a) Except as otherwise expressly provided in this Agreement, in the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

(b) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by or on behalf of Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an Indemnifiable Event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

18. Specific Performance, Etc. The parties recognize that if any provision of this Agreement is violated by the Company, Indemnitee may be without an adequate remedy at law. Accordingly, in the event of any such violation, Indemnitee shall be entitled, if Indemnitee so elects, to institute Proceedings, either in law or at equity, to obtain damages, to enforce specific performance, to enjoin such violation, or to obtain any relief or any combination of the foregoing as Indemnitee may elect to pursue.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

20. Headings. The headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction or interpretation thereof.

21. Governing Law. This Agreement shall be governed exclusively by and construed according to the laws of the State of Delaware, as applied to contracts between Delaware residents entered into and to be performed entirely with Delaware.

22. Consent to Jurisdiction. The Company and Indemnitee each hereby irrevocably consent to the jurisdiction of the courts of the State of Delaware for all purposes in connection with any Proceeding which arises out of or relates to this Agreement.

[*Signature Page Follows*]

The parties hereto have entered into this Indemnity Agreement effective as of the date first above written.

SEMA4 HOLDINGS CORP.:

By: _____

Name: _____

Its: _____

INDEMNITEE:

By: _____

Name: _____

Address: _____

_____

SEMA4 HOLDINGS CORP.
2021 EQUITY INCENTIVE PLAN

(Adopted July 22, 2021)

1. PURPOSE. The purpose of this Plan is to provide incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to the success of the Company, and any Parents, Subsidiaries and Affiliates that exist now or in the future, by offering them an opportunity to participate in the Company's future performance through the grant of Awards. Capitalized terms not defined elsewhere in the text are defined in Section 28.

2. SHARES SUBJECT TO THE PLAN.

2.1. Number of Shares Available. Subject to Sections 2.6 and 21 and any other applicable provisions hereof, the total number of Shares reserved and available for grant and issuance pursuant to this Plan as of the date of adoption of the Plan by the Board is 28,824,070 Shares plus (a) any reserved shares not issued or subject to outstanding grants under the Company's 2017 Stock Incentive Plan (the "***Prior Plan***") on the Effective Date (determined after giving effect to the conversion of the Class B Common Stock pursuant to the Mandatory Conversion Notice under the Company Organizational Documents, in each case within the meaning of the Business Combination Agreement), *plus* (b) shares that are subject to stock options or other awards granted under the Prior Plan, that cease to be subject to such stock options or other awards, by forfeiture or otherwise, after the Effective Date, (c) shares issued under the Prior Plan before or after the Effective Date pursuant to the exercise of stock options that are forfeited after the Effective Date, (d) shares issued under the Prior Plan that are repurchased by the Company at the original issue price or are otherwise forfeited and (e) shares that are subject to stock options or other awards under the Prior Plan that are used to pay the Exercise Price of an option or withheld to satisfy the tax withholding obligations related to any award.

2.2. Lapsed, Returned Awards. Shares subject to Awards, and Shares issued under the Plan under any Award, will again be available for grant and issuance in connection with subsequent Awards under this Plan to the extent such Shares: (a) are subject to issuance upon exercise of an Option or SAR granted under this Plan but which cease to be subject to the Option or SAR for any reason other than exercise of the Option or SAR; (b) are subject to Awards granted under this Plan that are forfeited or are repurchased by the Company at the original issue price; (c) are subject to Awards granted under this Plan that otherwise terminate without such Shares being issued; or (d) are surrendered pursuant to an Exchange Program. To the extent an Award under the Plan is paid out in cash or other property rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under the Plan. Shares used to pay the Exercise Price of an Award or withheld to satisfy the tax withholding obligations related to an Award will become available for future grant or issuance in connection with subsequent Awards under the Plan. For the avoidance of doubt, Shares that otherwise become available for grant and issuance because of the provisions of this Section 2.2 shall not include Shares subject to Awards that initially became available because of the substitution clause in Section 21.2 hereof.

2.3. Minimum Share Reserve. At all times the Company shall reserve and keep available a sufficient number of Shares as shall be required to satisfy the requirements of all outstanding Awards granted under this Plan.

2.4. Automatic Share Reserve Increase. The number of Shares available for grant and issuance under the Plan shall be increased on January 1 of each of 2022 through 2031, by the lesser of (a) five percent (5%) of the total number of shares of all classes of the Company's common stock issued

and outstanding on the immediately preceding December 31 (rounded down to the nearest whole share), or (b) such lesser number of shares determined by the Board.

2.5. ISO Limitation. No more than 86,472,210 Shares shall be issued pursuant to the exercise of ISOs.

2.6. Adjustment of Shares. If the number or class of outstanding Shares are changed by a stock dividend, extraordinary dividend or distribution (whether in cash, shares or other property, other than a regular cash dividend), spin-off, recapitalization, stock split, reverse stock split, subdivision, combination, consolidation, reclassification or similar change in the capital structure of the Company, without consideration, then (a) the number and class of Shares reserved for issuance and future grant under the Plan set forth in Section 2.1, including Shares reserved under sub-clauses (a)-(e) of Section 2.1, (b) the Exercise Prices of and number and class of Shares subject to outstanding Options and SARs, (c) the number and class of Shares subject to other outstanding Awards, and (d) the maximum number and class of Shares that may be issued as ISOs set forth in Section 2.5, shall be proportionately adjusted, subject to any required action by the Board or the stockholders of the Company and in compliance with applicable securities or other laws; provided that fractions of a Share will not be issued. If, by reason of an adjustment pursuant to this Section 2.6, a Participant's Award Agreement or other agreement related to any Award or the Shares subject to such Award covers additional or different shares of stock or securities, then such additional or different shares, and the Award Agreement or such other agreement in respect thereof, shall be subject to all of the terms, conditions and restrictions which were applicable to the Award or the Shares subject to such Award prior to such adjustment.

3. ELIGIBILITY. ISOs may be granted only to Employees. All other Awards may be granted to Employees, Consultants, Directors and Non-Employee Directors; provided such Consultants, Directors and Non-Employee Directors render bona fide services not in connection with the offer and sale of securities in a capital-raising transaction. Nothing in this Plan creates an entitlement or right of any Employee, Consultant, Director or Non-Employee Director to any Award unless and until such Award is granted as provided in the Plan.

4. ADMINISTRATION.

4.1. Committee Composition; Authority. This Plan will be administered by the Committee or by the Board acting as the Committee. Subject to the general purposes, terms and conditions of this Plan, and to the direction of the Board, the Committee will have full power to implement and carry out this Plan, except, however, the Board shall establish the terms for the grant of an Award to Non-Employee Directors. The Committee will have the authority to:

(a) construe and interpret this Plan, any Award Agreement and any other agreement or document executed pursuant to this Plan;

(b) prescribe, amend and rescind rules and regulations relating to this Plan or any Award;

(c) select persons to receive Awards;

(d) determine the form and terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder. Such terms and conditions include, but are not limited to, the Exercise Price, the time or times when Awards may vest (which may be based on performance criteria) and be exercised or settled, any vesting acceleration or waiver of forfeiture restrictions, the method to satisfy tax withholding obligations or any other tax liability legally due and any restriction or limitation

regarding any Award or the Shares relating thereto, based in each case on such factors as the Committee will determine;

(e) determine the number of Shares or other consideration subject to Awards;

(f) determine the Fair Market Value in good faith and interpret the applicable provisions of this Plan and the definition of Fair Market Value in connection with circumstances that impact the Fair Market Value, if necessary;

(g) determine whether Awards will be granted singly, in combination with, in tandem with, in replacement of, or as alternatives to, other Awards under this Plan or any other incentive or compensation plan of the Company or any Parent, Subsidiary or Affiliate;

(h) grant waivers of Plan or Award conditions;

(i) determine the vesting, exercisability and payment of Awards;

(j) correct any defect, supply any omission or reconcile any inconsistency in this Plan, any Award or any Award Agreement;

(k) determine whether an Award has been earned or has vested;

(l) determine the terms and conditions of any, and to institute any Exchange Program;

(m) reduce or modify any criteria with respect to Performance Factors;

(n) adjust Performance Factors to take into account changes in law and accounting or tax rules as the Committee deems necessary or appropriate to reflect the impact of extraordinary or unusual items, events or circumstances to avoid windfalls or hardships;

(o) adopt rules and/or procedures (including the adoption of any subplan under this Plan) relating to the operation and administration of the Plan to accommodate requirements of local law and procedures outside of the United States or qualify Awards for special tax treatment under laws of jurisdictions other than the United States;

(p) exercise discretion with respect to Performance Awards;

(q) make all other determinations necessary or advisable for the administration of this Plan; and

(r) delegate any of the foregoing to a subcommittee or to one or more officers pursuant to a specific delegation as permitted by applicable law, including Section 157(c) of the Delaware General Corporation Law.

4.2. Committee Interpretation and Discretion. Any determination made by the Committee with respect to any Award shall be made in its sole discretion at the time of grant of the Award or, unless in contravention of any express term of the Plan or Award, at any later time, and such determination shall be final and binding on the Company and all persons having an interest in any Award under the Plan. Any dispute regarding the interpretation of the Plan or any Award Agreement shall be submitted by the Participant or Company to the Committee for review. The resolution of such a dispute by the Committee shall be final and binding on the Company and the Participant. The Committee may delegate to one or more executive officers the authority to review and resolve disputes with respect to Awards held by

Participants who are not Insiders, and such resolution shall be final and binding on the Company and the Participant.

4.3. Section 16 of the Exchange Act. Awards granted to Participants who are subject to Section 16 of the Exchange Act must be approved by two or more "non-employee directors" (as defined in the regulations promulgated under Section 16 of the Exchange Act).

4.4. Documentation. The Award Agreement for a given Award, the Plan and any other documents may be delivered to, and accepted by, a Participant or any other person in any manner (including electronic distribution or posting) that meets applicable legal requirements.

4.5. Foreign Award Recipients. Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws and practices in other countries in which the Company and its Subsidiaries and Affiliates operate or have employees or other persons eligible for Awards, the Committee, in its sole discretion, shall have the power and authority to: (a) determine which Subsidiaries and Affiliates shall be covered by the Plan; (b) determine which individuals outside the United States are eligible to participate in the Plan, which may include individuals who provide services to the Company, Subsidiary or Affiliate under an agreement with a foreign nation or agency; (c) modify the terms and conditions of any Award granted to individuals outside the United States or foreign nationals to comply with applicable foreign laws, policies, customs and practices; (d) establish subplans and modify exercise procedures, vesting conditions, and other terms and procedures, to the extent the Committee determines such actions to be necessary or advisable (and such subplans and/or modifications shall be attached to this Plan as appendices, if necessary); and (e) take any action, before or after an Award is made, that the Committee determines to be necessary or advisable to obtain approval or comply with any local governmental regulatory exemptions or approvals; provided, however, that no action taken under this Section 4.5 shall increase the share limitations contained in Section 2.1 or Section 2.5 hereof. Notwithstanding the foregoing, the Committee may not take any actions hereunder, and no Awards shall be granted, that would violate the Exchange Act or any other applicable United States securities law, the Code, or any other applicable United States governing statute or law.

5. OPTIONS. An Option is the right but not the obligation to purchase a Share, subject to certain conditions. The Committee may grant Options to eligible Employees, Consultants and Directors and will determine whether such Options will be Incentive Stock Options within the meaning of the Code ("***ISOs***") or Nonqualified Stock Options ("***NSOs***"), the number of Shares subject to the Option, the Exercise Price of the Option, the period during which the Option may vest and be exercised, and all other terms and conditions of the Option, subject to the following terms of this section.

5.1. Option Grant. Each Option granted under this Plan will identify the Option as an ISO or an NSO. An Option may be, but need not be, awarded upon satisfaction of such Performance Factors during any Performance Period as are set out in advance in the Participant's individual Award Agreement. If the Option is being earned upon the satisfaction of Performance Factors, then the Committee will: (a) determine the nature, length and starting date of any Performance Period for each Option; and (b) select from among the Performance Factors to be used to measure the performance, if any. Performance Periods may overlap and Participants may participate simultaneously with respect to Options that are subject to different performance goals and other criteria.

5.2. Date of Grant. The date of grant of an Option will be the date on which the Committee makes the determination to grant such Option, or a specified future date. The Award Agreement will be delivered to the Participant within a reasonable time after the granting of the Option.

5.3. Exercise Period. Options may be vested and exercisable within the times or upon the conditions as set forth in the Award Agreement governing such Option; provided, however, that no Option will be exercisable after the expiration of ten (10) years from the date the Option is granted; and provided further that no ISO granted to a person who, at the time the ISO is granted, directly or by attribution owns more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or of any Parent or Subsidiary ("***Ten Percent Stockholder***"), will be exercisable after the expiration of five (5) years from the date the ISO is granted. The Committee also may provide for Options to become exercisable at one time or from time to time, periodically or otherwise, in such number of Shares or percentage of Shares as the Committee determines.

5.4. Exercise Price. The Exercise Price of each Option will be determined by the Committee when the Option is granted; provided that: (a) the Exercise Price of an Option will be not less than one hundred percent (100%) of the Fair Market Value of the Shares subject to the Option on the date of grant and (b) the Exercise Price of any ISO granted to a Ten Percent Stockholder will not be less than one hundred ten percent (110%) of the Fair Market Value of the Shares subject to the ISO on the date of grant. Payment for the Shares purchased may be made in accordance with Section 11 and the Award Agreement and in accordance with any procedures established by the Company.

5.5. Method of Exercise. Any Option granted hereunder will be vested and exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Committee and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share. An Option will be deemed exercised when the Company receives: (a) notice of exercise (in such form as the Committee may specify from time to time) from the person entitled to exercise the Option (and/or via electronic execution through an authorized third-party administrator) and (b) full payment for the Shares with respect to which the Option is exercised together with applicable withholding taxes. Full payment may consist of any consideration and method of payment authorized by the Committee and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for any dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 2.6 of the Plan. Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

5.6. Termination of Service. If a Participant's Service terminates for any reason other than for Cause or because of the Participant's death, Disability, or retirement, then the Participant may exercise his or her Options only to the extent that such Options would have been exercisable by the Participant on the date the Participant's Service terminates no later than three (3) months after the date the Participant's Service terminates (or such shorter or longer time period as may be determined by the Committee, with any exercise of an ISO beyond three (3) months after the date Participant's employment terminates deemed to be the exercise of an NSO), but in any event no later than the expiration date of the Options, except as required by applicable law.

(a) Death. If a Participant's Service terminates because of the Participant's death (or the Participant dies within three (3) months after the Participant's Service terminates other than for Cause or because of the Participant's Disability), then the Participant's Options may be exercised only to the extent that such Options would have been exercisable by the Participant on the date the Participant's Service terminates and must be exercised by the Participant's legal representative, or authorized assignee,

no later than twelve (12) months after the date the Participant's Service terminates (or such shorter or longer time period as may be determined by the Committee), but in any event no later than the expiration date of the Options, except as required by applicable law.

(b) Disability. If a Participant's Service terminates because of the Participant's Disability, then the Participant's Options may be exercised only to the extent that such Options would have been exercisable by the Participant on the date the Participant's Service terminates and must be exercised by the Participant (or the Participant's legal representative or authorized assignee) no later than twelve (12) months after the date the Participant's Service terminates (or such shorter or longer time period as may be determined by the Committee, with any exercise of an ISO beyond (a) three (3) months after the date the Participant's employment terminates when the termination of Service is for a Disability that is not a "permanent and total disability" as defined in Section 22(e)(3) of the Code, or (b) twelve (12) months after the date the Participant's employment terminates when the termination of Service is for a Disability that is a "permanent and total disability" as defined in Section 22(e)(3) of the Code, deemed to be exercise of an NSO), but in any event no later than the expiration date of the Options.

(c) Retirement. If a Participant's Service terminates because of such Participant's retirement (consistent with the Company's policies regarding retirement), then the Participant may exercise his or her Options only to the extent that such Options would have been exercisable by the Participant on the date the Participant's Service terminates no later than twenty-four (24) months after the date the Participant's Service terminates (with any exercise of an ISO beyond three (3) months after the date Participant's employment terminates deemed to be the exercise of an NSO), but in any event no later than the expiration date of the Options, except as required by applicable law.

(d) Cause. If a Participant's Service is terminated for Cause, then the Participant's Options shall expire on the Participant's date of termination of Service if the Committee has reasonably determined in good faith that such cessation of Services has resulted in connection with an act or failure to act constituting Cause (or such Participant's Service could have been terminated for Cause (without regard to the lapsing of any required notice or cure periods in connection therewith) at the time such Participant terminated Service), or at such later time and on such conditions as are determined by the Committee, but in any event no later than the expiration date of the Options. Unless otherwise provided in an employment agreement, the Award Agreement or other applicable agreement between the Participant and the Company or any Parent or Subsidiary, Cause shall have the meaning set forth in the Plan.

5.7. Limitations on ISOs. With respect to Awards granted as ISOs, to the extent that the aggregate Fair Market Value of the Shares with respect to which such ISOs are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds one hundred thousand dollars ($100,000), such Options will be treated as NSOs. For purposes of this Section 5.7, ISOs will be taken into account in the order in which they were granted. The Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted. In the event that the Code or the regulations promulgated thereunder are amended after the Effective Date to provide for a different limit on the Fair Market Value of Shares permitted to be subject to ISOs, such different limit will be automatically incorporated herein and will apply to any Options granted after the effective date of such amendment.

5.8. Modification, Extension or Renewal. The Committee may modify, extend or renew outstanding Options and authorize the grant of new Options in substitution therefor, provided that any such action may not, without the written consent of a Participant, impair any of such Participant's rights under any Option previously granted, unless for the purpose of complying with applicable laws and

regulations. Any outstanding ISO that is modified, extended, renewed or otherwise altered will be treated in accordance with Section 424(h) of the Code. Subject to Section 18 of this Plan, by written notice to affected Participants, the Committee may reduce the Exercise Price of outstanding Options without the consent of such Participants; provided, however, that the Exercise Price may not be reduced below the minimum Exercise Price that would be permitted under Section 5.4 for Options granted on the date the action is taken to reduce the Exercise Price.

5.9. No Disqualification. Notwithstanding any other provision in this Plan, no term of this Plan relating to ISOs will be interpreted, amended or altered, nor will any discretion or authority granted under this Plan be exercised, so as to disqualify this Plan under Section 422 of the Code or, without the consent of the Participant, to disqualify any Participant's ISO under Section 422 of the Code.

6. RESTRICTED STOCK AWARDS. A Restricted Stock Award is an offer by the Company to sell to an eligible Employee, Consultant or Director Shares that are subject to restrictions ("***Restricted Stock***"). The Committee will determine to whom an offer will be made, the number of Shares the Participant may purchase, the Purchase Price, the restrictions under which the Shares will be subject and all other terms and conditions of the Restricted Stock Award, subject to the Plan.

6.1. Restricted Stock Purchase Agreement. All purchases under a Restricted Stock Award will be evidenced by an Award Agreement. Except as may otherwise be provided in an Award Agreement, a Participant accepts a Restricted Stock Award by signing and delivering to the Company an Award Agreement with full payment of the Purchase Price, within thirty (30) days from the date the Award Agreement was delivered to the Participant. If the Participant does not accept such Award within thirty (30) days, then the offer to purchase such Restricted Stock Award will terminate, unless the Committee determines otherwise.

6.2. Purchase Price. The Purchase Price for Shares issued pursuant to a Restricted Stock Award will be determined by the Committee on the date the Restricted Stock Award is granted and, if permitted by law, no cash consideration will be required in connection with the payment for the Purchase Price where the Committee provides that payment shall be in the form of services rendered. Payment of the Purchase Price must be made in accordance with Section 11 of the Plan, the Award Agreement and any procedures established by the Company.

6.3. Terms of Restricted Stock Awards. Restricted Stock Awards will be subject to such restrictions as the Committee may impose or are required by law. These restrictions may be based on completion of a specified number of years of service with the Company or upon completion of Performance Factors, if any, during any Performance Period as set out in advance in the Participant's Award Agreement. Prior to the grant of a Restricted Stock Award, the Committee shall: (a) determine the nature, length and starting date of any Performance Period for the Restricted Stock Award; (b) select from among the Performance Factors to be used to measure performance goals, if any; and (c) determine the number of Shares that may be awarded to the Participant. Performance Periods may overlap and a Participant may participate simultaneously with respect to Restricted Stock Awards that are subject to different Performance Periods and having different performance goals and other criteria.

6.4. Termination of Service. Except as may be set forth in any Participant's Award Agreement, vesting ceases on the date the Participant's Service terminates (unless determined otherwise by the Committee).

7. STOCK BONUS AWARDS. A Stock Bonus Award is an award to an eligible Employee, Consultant, or Director of Shares for Services to be rendered or for past Services already rendered to the Company or any Parent, Subsidiary or Affiliate. All Stock Bonus Awards shall be made pursuant to an

Award Agreement. No payment from the Participant will be required for Shares awarded pursuant to a Stock Bonus Award.

7.1. Terms of Stock Bonus Awards. The Committee will determine the number of Shares to be awarded to the Participant under a Stock Bonus Award and any restrictions thereon. These restrictions may be based upon completion of a specified number of years of service with the Company or upon satisfaction of performance goals based on Performance Factors during any Performance Period as set out in advance in the Participant's Stock Bonus Agreement. Prior to the grant of any Stock Bonus Award the Committee shall: (a) determine the restrictions to which the Stock Bonus Award is subject, including the nature, length and starting date of any Performance Period for the Stock Bonus Award; (b) select from among the Performance Factors, if any, to be used to measure performance goals; and (c) determine the number of Shares that may be awarded to the Participant. Performance Periods may overlap and a Participant may participate simultaneously with respect to Stock Bonus Awards that are subject to different Performance Periods and different performance goals and other criteria.

7.2. Form of Payment to Participant. Payment may be made in the form of cash, whole Shares, or a combination thereof, based on the Fair Market Value of the Shares earned under a Stock Bonus Award on the date of payment, as determined in the sole discretion of the Committee.

7.3. Termination of Service. Except as may be set forth in the Participant's Award Agreement, vesting ceases on the date the Participant's Service terminates (unless determined otherwise by the Committee).

8. STOCK APPRECIATION RIGHTS. A Stock Appreciation Right ("***SAR***") is an award to an eligible Employee, Consultant, or Director that may be settled in cash, or Shares (which may consist of Restricted Stock), having a value equal to (a) the difference between the Fair Market Value on the date of exercise over the Exercise Price multiplied by (b) the number of Shares with respect to which the SAR is being settled (subject to any maximum number of Shares that may be issuable as specified in an Award Agreement). All SARs shall be made pursuant to an Award Agreement.

8.1. Terms of SARs. The Committee will determine the terms of each SAR including, without limitation: (a) the number of Shares subject to the SAR; (b) the Exercise Price and the time or times during which the SAR may be exercised and settled; (c) the consideration to be distributed on settlement of the SAR; and (d) the effect of the Participant's termination of Service on each SAR. The Exercise Price of the SAR will be determined by the Committee when the SAR is granted, and may not be less than Fair Market Value of the Shares subject to the SAR on the date of grant. A SAR may be subject to satisfaction of Performance Factors, if any, during any Performance Period as are set out in advance in the Participant's individual Award Agreement. If the SAR is being earned upon the satisfaction of Performance Factors, then the Committee will: (i) determine the nature, length and starting date of any Performance Period for each SAR; and (ii) select from among the Performance Factors to be used to measure the performance, if any. Performance Periods may overlap and Participants may participate simultaneously with respect to SARs that are subject to different Performance Factors and other criteria.

8.2. Exercise Period and Expiration Date. A SAR will be exercisable within the times or upon the occurrence of events determined by the Committee and set forth in the Award Agreement governing such SAR. The SAR Agreement shall set forth the expiration date; provided that no SAR will be exercisable after the expiration of ten (10) years from the date the SAR is granted. The Committee may also provide for SARs to become exercisable at one time or from time to time, periodically or otherwise (including, without limitation, upon the attainment during a Performance Period of performance goals based on Performance Factors), in such number of Shares or percentage of the Shares subject to the SAR as the Committee determines. Except as may be set forth in the Participant's Award Agreement,

vesting ceases on the date Participant's Service terminates (unless determined otherwise by the Committee). Notwithstanding the foregoing, the rules of Section 5.6 also will apply to SARs.

8.3. Form of Settlement. Upon exercise of a SAR, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying (a) the difference between the Fair Market Value of a Share on the date of exercise over the Exercise Price; times (b) the number of Shares with respect to which the SAR is exercised. At the discretion of the Committee, the payment from the Company for the SAR exercise may be in cash, in Shares of equivalent value, or in some combination thereof. The portion of a SAR being settled may be paid currently or on a deferred basis with such interest, if any, as the Committee determines, provided that the terms of the SAR and any deferral satisfy the requirements of Section 409A of the Code to the extent applicable.

8.4. Termination of Service. Except as may be set forth in the Participant's Award Agreement, vesting ceases on the date the Participant's Service terminates (unless determined otherwise by the Committee).

9. RESTRICTED STOCK UNITS. A Restricted Stock Unit ("***RSU***") is an award to an eligible Employee, Consultant, or Director covering a number of Shares that may be settled in cash or by issuance of those Shares (which may consist of Restricted Stock). No Purchase Price shall apply to an RSU settled in Shares. All RSUs shall be made pursuant to an Award Agreement.

9.1. Terms of RSUs. The Committee will determine the terms of an RSU including, without limitation: (a) the number of Shares subject to the RSU; (b) the time or times during which the RSU may be vested and settled; (c) the consideration to be distributed on settlement; and (d) the effect of the Participant's termination of Service on each RSU; provided that no RSU shall have a term longer than ten (10) years. An RSU may be subject to satisfaction of such performance goals based on Performance Factors during any Performance Period as are set out in advance in the Participant's Award Agreement. If the RSU is being earned upon satisfaction of Performance Factors, then the Committee will: (i) determine the nature, length and starting date of any Performance Period for the RSU; (ii) select from among the Performance Factors to be used to measure the performance, if any; and (iii) determine the number of Shares deemed subject to the RSU. Performance Periods may overlap and Participants may participate simultaneously with respect to RSUs that are subject to different Performance Periods and different performance goals and other criteria.

9.2. Form and Timing of Settlement. Payment of earned RSUs shall be made as soon as practicable after the date(s) determined by the Committee and set forth in the Award Agreement. The Committee, in its sole discretion, may settle earned RSUs in cash, Shares or a combination of both. The Committee may also permit a Participant to defer payment under a RSU to a date or dates after the RSU is earned provided that the terms of the RSU and any deferral satisfy the requirements of Section 409A of the Code to the extent applicable.

9.3. Termination of Service. Except as may be set forth in the Participant's Award Agreement, vesting ceases on the date the Participant's Service terminates (unless determined otherwise by the Committee).

9.4. Dividend Equivalent Payments. The Committee may permit Participants holding RSUs to receive dividend equivalent payments on outstanding RSUs if and when dividends are paid to stockholders on Shares. In the discretion of the Committee, such dividend equivalent payments may be paid in cash or Shares and they may be either paid at the same time as dividend payments are made to stockholders or delayed until Shares are issued pursuant to the RSU grants and may be subject to the same vesting or performance requirements as the RSUs. If the Committee permits dividend equivalent

payments to be made on RSUs, the terms and conditions for such dividend equivalent payments will be set forth in the RSU Agreement.

10. PERFORMANCE AWARDS. A Performance Award is an award to an eligible Employee, Consultant or Director that is based upon the attainment of performance goals, as established by the Committee, and other terms and conditions specified by the Committee, and may be settled in cash, Shares (which may consist of, without limitation, Restricted Stock), other property or any combination thereof. Grants of Performance Awards shall be made pursuant to an Award Agreement that cites Section 10 of the Plan.

10.1. Types of Performance Awards. Performance Awards shall include Performance Shares, Performance Units and cash-based Awards as set forth in Sections 10.1(a), 10.1(b) and 10.1(c) **below.**

(a) Performance Shares. The Committee may grant Awards of Performance Shares, designate the Participants to whom Performance Shares are to be awarded and determine the number of Performance Shares and the terms and conditions of each such Award.

(b) Performance Units. The Committee may grant Awards of Performance Units, designate the Participants to whom Performance Units are to be awarded and determine the number of Performance Units and the terms and conditions of each such Award.

(c) Cash-Settled Performance Awards. The Committee may also grant cash-settled Performance Awards to Participants under the terms of this Plan.

The amount to be paid under any Performance Award may be adjusted on the basis of such further consideration as the Committee shall determine in its sole discretion.

10.2. Terms of Performance Awards. Performance Awards will be based on the attainment of performance goals using the Performance Factors within this Plan that are established by the Committee for the relevant Performance Period. The Committee will determine, and each Award Agreement shall set forth, the terms of each Performance Award including, without limitation: (a) the amount of any cash bonus, (b) the number of Shares deemed subject to an award of Performance Shares; (c) the Performance Factors and Performance Period that shall determine the time and extent to which each award of Performance Shares shall be settled; (d) the consideration to be distributed on settlement, and (e) the effect of the Participant's termination of Service on each Performance Award. In establishing Performance Factors and the Performance Period the Committee will: (i) determine the nature, length and starting date of any Performance Period; (ii) select from among the Performance Factors to be used; and (z) determine the number of Shares deemed subject to the award of Performance Shares. Each Performance Share will have an initial value equal to the Fair Market Value of a Share on the date of grant. Prior to settlement the Committee shall determine the extent to which Performance Awards have been earned. Performance Periods may overlap and Participants may participate simultaneously with respect to Performance Awards that are subject to different Performance Periods and different performance goals and other criteria.

10.3. Termination of Service. Except as may be set forth in the Participant's Award Agreement, vesting ceases on the date the Participant's Service terminates (unless determined otherwise by the Committee).

11. PAYMENT FOR SHARE PURCHASES. Payment from a Participant for Shares acquired pursuant to this Plan may be made in cash or cash equivalents or, where expressly approved for the Participant by the Committee and where permitted by law (and to the extent not otherwise set forth in the applicable Award Agreement):

(a) by cancellation of indebtedness of the Company owed to the Participant;

(b) by surrender of shares of the Company's common stock held by the Participant that are clear of all liens, claims, encumbrances or security interests that have a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the Shares as to which the Award will be exercised or settled;

(c) by waiver of compensation due or accrued to the Participant for services rendered or to be rendered to the Company or a Parent, Subsidiary or Affiliate;

(d) by consideration received by the Company pursuant to a broker-assisted or other form of cashless exercise program implemented by the Company in connection with the Plan;

(e) by any combination of the foregoing; or

(f) by any other method of payment as is permitted by applicable law.

The Committee may limit the availability of any method of payment, to the extent the Committee determines, in its discretion, that such limitation is necessary or advisable to comply with applicable law or facilitate the administration of the Plan.

12. GRANTS TO NON-EMPLOYEE DIRECTORS. Non-Employee Directors are eligible to receive any type of Award offered under this Plan except ISOs. Awards pursuant to this Section 12 may be automatically made pursuant to policy adopted by the Board, or made from time to time as determined in the discretion of the Board. No Non-Employee Director may receive Awards under the Plan with an aggregate grant date fair value that, when combined with cash compensation received for service as a Non-Employee Director, exceeds $750,000 in a calendar year, increased to $1,000,000 in the calendar year of his or her initial services as a non-employee director. Grant date fair value for purposes of Awards to Non-Employee Directors under the Plan will be determined as follows: (a) for Options and SARs, grant date fair value will be calculated using the Company's regular valuation methodology for determining the grant date fair value of such Options or SARs for reporting purposes and (b) for all other Awards, grant date fair value will be determined by either (i) calculating the product of the Fair Market Value per Share on the date of grant and the aggregate number of Shares subject to the Award or (ii) calculating the product using an average of the Fair Market Value over a number of trading days and the aggregate number of Shares subject to the Award as determined by the Committee. Awards granted to an individual while he or she was serving in the capacity as an Employee or while he or she was a Consultant but not a Non-Employee Director will not count for purposes of the limitations set forth in this Section 12.

12.1. Eligibility. Awards pursuant to this Section 12 shall be granted only to Non-Employee Directors. A Non-Employee Director who is elected or re-elected as a member of the Board will be eligible to receive an Award under this Section 12.

12.2. Vesting, Exercisability and Settlement. Except as set forth in Section 21, Awards shall vest, become exercisable and be settled as determined by the Board. With respect to Options and SARs, the exercise price for such Awards granted to Non-Employee Directors will not be less than the Fair Market Value of the Shares at the time that such Option or SAR is granted.

12.3. Election to Receive Awards in Lieu of Cash. A Non-Employee Director may elect to receive his or her annual retainer payments and/or meeting fees from the Company in the form of cash or Awards or a combination thereof, if permitted, and as determined, by the Committee. Such Awards will

be issued under the Plan. An election under this Section 12.3 will be filed with the Company on the form prescribed by the Company.

13. WITHHOLDING TAXES.

13.1. Withholding Generally. Prior to any relevant taxable or tax withholding events in connection with the Awards under this Plan, the Company or the Parent, Subsidiary, or Affiliate, as applicable, employing the Participant, may require the Participant to pay or make adequate arrangements satisfactory to the Company with respect to any or all applicable U.S. federal, state, local, and international income tax, social insurance, payroll tax, fringe benefits tax, payment on account and other tax-related items related to the Participant's participation in this Plan and legally applicable to the Participant (collectively, "***Tax-Related Obligations***") prior to the delivery of Shares pursuant to exercise or settlement of any Award. Whenever payments in satisfaction of Awards granted under this Plan are to be made in cash, such payment will be net of an amount sufficient to satisfy applicable withholding obligations for Tax-Related Obligations. Unless otherwise determined by the Committee, the Fair Market Value of the Shares will be determined as of the date that the taxes are required to be withheld.

13.2. Stock Withholding. The Committee, or its delegate(s), as permitted by applicable law, may, in its sole discretion and pursuant to such procedures as it may specify from time to time, require or permit a Participant to satisfy withholding obligations for such Tax-Related Obligations, in whole or in part by (without limitation) (a) paying cash, (b) having the Company withhold otherwise deliverable cash or Shares having a Fair Market Value equal to the Tax-Related Obligations to be withheld, (c) delivering to the Company already-owned Shares having a Fair Market Value equal to the Tax-Related Obligations to be withheld, or (d) withholding from proceeds of the sale of Shares issued pursuant to an Award either through a voluntary sale or through a mandatory sale arranged by the Company, *provided* that, in all instances, the satisfaction of the Tax-Related Obligations will not result in any adverse accounting consequence to the Company, as the Committee may determine in its sole discretion. The Company may withhold or account for these Tax-Related Obligations by considering applicable statutory withholding rates or other applicable withholding rates, including maximum rates for the applicable tax jurisdiction to the extent consistent with applicable laws. Unless otherwise determined by the Committee, the Fair Market Value of the Shares will be determined as of the date that the taxes are required to be withheld and such Shares shall be valued based on the value of the actual trade or, if there is none, the Fair Market Value of the Shares as of the previous trading day.

14. TRANSFERABILITY.

14.1. Transfer Generally. Unless determined otherwise by the Committee or pursuant to Section 15.2, an Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution. If the Committee makes an Award transferable, including, without limitation, by instrument to an inter vivos or testamentary trust in which the Awards are to be passed to beneficiaries upon the death of the trustor (settlor) or by gift or by domestic relations order to a Permitted Transferee, such Award will contain such additional terms and conditions as the Committee deems appropriate and such transfer will be for no consideration. All Awards shall be exercisable: (a) during the Participant's lifetime only by (i) the Participant, or (ii) the Participant's guardian or legal representative; (b) after the Participant's death, by the legal representative of the Participant's heirs or legatees; and (c) in the case of all awards except ISOs, by a Permitted Transferee.

15. PRIVILEGES OF STOCK OWNERSHIP; RESTRICTIONS ON SHARES.

15.1. Voting and Dividends. No Participant will have any of the rights of a stockholder with respect to any Shares until the Shares are issued to the Participant, except for any Dividend Equivalent Rights permitted by an applicable Award Agreement. Any Dividend Equivalent Rights will be subject to the same vesting or performance conditions as the underlying Award. In addition, the Committee may provide that any Dividend Equivalent Rights permitted by an applicable Award Agreement shall be deemed to have been reinvested in additional Shares or otherwise reinvested. After Shares are issued to the Participant, the Participant will be a stockholder and have all the rights of a stockholder with respect to such Shares, including the right to vote and receive all dividends or other distributions made or paid with respect to such Shares; provided, that if such Shares are Restricted Stock, then any new, additional or different securities the Participant may become entitled to receive with respect to such Shares by virtue of a stock dividend, stock split or any other change in the corporate or capital structure of the Company will be subject to the same restrictions as the Restricted Stock; provided, further, that the Participant will have no right to retain or receive such Dividend Equivalent Rights with respect to Unvested Shares, and any such dividends or stock distributions will be accrued and paid only at such time, if any, as such Unvested Shares become vested Shares. However, the Committee, in its discretion, may provide in the Award Agreement evidencing any Award that the Participant shall be entitled to Dividend Equivalent Rights with respect to the payment of cash dividends on Shares underlying an Award during the period beginning on the date the Award is granted and ending, with respect to each Share subject to the Award, on the earlier of the date on which the Award is exercised or settled or the date on which it is forfeited provided, that no Dividend Equivalent Right will be paid with respect to Unvested Shares, and such dividends or stock distributions will be accrued and paid only at such time, if any, as such Unvested Shares become vested Shares. Such Dividend Equivalent Rights, if any, shall be credited to the Participant in the form of additional whole Shares as of the date of payment of such cash dividends on Shares. Notwithstanding the foregoing, in no event shall Dividend Equivalent Rights be paid with respect to Options or SARs.

15.2. Restrictions on Shares. At the discretion of the Committee, the Company may reserve to itself and/or its assignee(s) a right to repurchase (a "***Right of Repurchase***") a portion of any or all Unvested Shares held by a Participant following such Participant's termination of Service at any time within ninety (90) days (or such longer or shorter time determined by the Committee) after the later of the date Participant's Service terminates and the date the Participant purchases Shares under this Plan, for cash and/or cancellation of purchase money indebtedness, at the Participant's Purchase Price or Exercise Price, as the case may be.

16. CERTIFICATES. All Shares or other securities whether or not certificated, delivered under this Plan will be subject to such stock transfer orders, legends and other restrictions as the Committee may deem necessary or advisable, including restrictions under any applicable U.S. federal, state or foreign securities law, or any rules, regulations and other requirements of the SEC or any stock exchange or automated quotation system upon which the Shares may be listed or quoted and any non-U.S. exchange controls or securities law restrictions to which the Shares are subject.

17. ESCROW; PLEDGE OF SHARES. To enforce any restrictions on a Participant's Shares, the Committee may require the Participant to deposit all written or electronic certificate(s) representing Shares, together with stock powers or other instruments of transfer approved by the Committee, appropriately endorsed in blank, with the Company or an agent designated by the Company to hold in escrow until such restrictions have lapsed or terminated, and the Committee may cause a legend or legends referencing such restrictions to be placed on the certificate(s). Any Participant who is permitted to execute a promissory note as partial or full consideration for the purchase of Shares under this Plan will

be required to pledge and deposit with the Company all or part of the Shares so purchased as collateral to secure the payment of Participant's obligation to the Company under the promissory note; provided, however, that the Committee may require or accept other or additional forms of collateral to secure the payment of such obligation and, in any event, the Company will have full recourse against the Participant under the promissory note notwithstanding any pledge of the Participant's Shares or other collateral. In connection with any pledge of the Shares, Participant will be required to execute and deliver a written pledge agreement in such form as the Committee will from time to time approve. The Shares purchased with the promissory note may be released from the pledge on a pro rata basis as the promissory note is paid.

18. REPRICING; EXCHANGE AND BUYOUT OF AWARDS. Without prior stockholder approval, the Committee may (a) reprice Options or SARs (and where such repricing is a reduction in the Exercise Price of outstanding Options or SARs, the consent of the affected Participants is not required provided written notice is provided to them, notwithstanding any adverse tax consequences to them arising from the repricing), and (b) with the consent of the respective Participants (unless not required pursuant to Section 5.8 of the Plan), pay cash or issue new Awards in exchange for the surrender and cancellation of any, or all, outstanding Awards.

19. SECURITIES LAW AND OTHER REGULATORY COMPLIANCE. An Award will not be effective unless such Award is in compliance with all applicable U.S. and foreign federal and state securities and exchange control and other laws, rules and regulations of any governmental body, and the requirements of any stock exchange or automated quotation system upon which the Shares may then be listed or quoted, as they are in effect on the date of grant of the Award and also on the date of exercise or other issuance. Notwithstanding any other provision in this Plan, the Company will have no obligation to issue or deliver written or electronic certificates for Shares under this Plan prior to: (a) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable; and/or (b) completion of any registration or other qualification of such Shares under any state or federal or foreign law or ruling of any governmental body that the Company determines to be necessary or advisable. The Company will be under no obligation to register the Shares with the SEC or to effect compliance with the registration, qualification or listing requirements of any foreign, national or state securities laws, exchange control laws, stock exchange or automated quotation system, and the Company will have no liability for any inability or failure to do so.

20. NO OBLIGATION TO EMPLOY. Nothing in this Plan or any Award granted under this Plan will confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or any Parent, Subsidiary or Affiliate or limit in any way the right of the Company or any Parent, Subsidiary or Affiliate to terminate Participant's employment or other relationship at any time.

21. CORPORATE TRANSACTIONS.

21.1. Assumption or Replacement of Awards by Successor. In the event that the Company is subject to a Corporate Transaction, outstanding Awards acquired under the Plan shall be subject to the agreement evidencing the Corporate Transaction, which need not treat all outstanding Awards in an identical manner. Such agreement, without the Participant's consent, shall provide for one or more of the following with respect to all outstanding Awards as of the effective date of such Corporate Transaction:

(a) The continuation of an outstanding Award by the Company (if the Company is the successor entity).

(b) The assumption of an outstanding Award by the successor or acquiring entity (if any) of such Corporate Transaction (or by its parents, if any), which assumption, will be binding on all selected Participants; provided that the Exercise Price and the number and nature of shares issuable upon exercise of any such Option or SAR, or any award that is subject to Section 409A of the Code, will be adjusted appropriately pursuant to Section 424(a) of the Code and/or Section 409A of the Code, as applicable.

(c) The substitution by the successor or acquiring entity in such Corporate Transaction (or by its parents, if any) of equivalent awards with substantially the same terms for such outstanding Awards (except that the Exercise Price and the number and nature of shares issuable upon exercise of any such Option or SAR, or any award that is subject to Section 409A of the Code, will be adjusted appropriately pursuant to Section 424(a) of the Code and/or Section 409A of the Code, as applicable).

(d) The full or partial acceleration of exercisability or vesting and accelerated expiration of an outstanding Award and lapse of the Company's right to repurchase or re-acquire shares acquired under an Award or lapse of forfeiture rights with respect to shares acquired under an Award.

(e) The settlement of the full value of such outstanding Award (whether or not then vested or exercisable) in cash, cash equivalents, or securities of the successor entity (or its parent, if any) with a Fair Market Value equal to the required amount, followed by the cancellation of such Awards; provided however, that such Award may be cancelled if such Award has no value, as determined by the Committee, in its discretion. Subject to Section 409A of the Code, such payment may be made in installments and may be deferred until the date or dates the Award would have become exercisable or vested. Such payment may be subject to vesting based on the Participant's continued service, provided that the vesting schedule shall not be less favorable to the Participant than the schedule under which the Award would have become vested or exercisable. For purposes of this Section 21.1(e), the Fair Market Value of any security shall be determined without regard to any vesting conditions that may apply to such security.

(f) The cancellation of outstanding Awards in exchange for no consideration.

The Board shall have full power and authority to assign the Company's right to repurchase or re-acquire or forfeiture rights to such successor or acquiring entity. In addition, in the event such successor or acquiring entity (if any) refuses to assume, convert, replace or substitute Awards, as provided above, pursuant to a Corporate Transaction, the Committee will notify the Participant in writing or electronically that such Award will, if exercisable, be exercisable for a period of time determined by the Committee in its sole discretion, and such Award will terminate upon the expiration of such period. Awards need not be treated similarly in a Corporate Transaction and treatment may vary from Award to Award and/or from Participant to Participant.

21.2. Assumption of Awards by the Company. The Company, from time to time, also may substitute or assume outstanding awards granted by another company, whether in connection with an acquisition of such other company or otherwise, by either; (a) granting an Award under this Plan in substitution of such other company's award; or (b) assuming such award as if it had been granted under this Plan if the terms of such assumed award could be applied to an Award granted under this Plan. Such substitution or assumption will be permissible if the holder of the substituted or assumed award would have been eligible to be granted an Award under this Plan if the other company had applied the rules of this Plan to such grant. In the event the Company assumes an award granted by another company, the terms and conditions of such award will remain unchanged (except that the Purchase Price or the Exercise Price, as the case may be, and the number and nature of Shares issuable upon exercise or settlement of

any such Award will be adjusted appropriately pursuant to Section 424(a) of the Code and/or Section 409A of the Code, as applicable). In the event the Company elects to grant a new Option in substitution rather than assuming an existing option, such new Option may be granted with a similarly adjusted Exercise Price. Substitute Awards shall not be deducted from the number of Shares authorized for grant under the Plan or authorized for grant to a Participant in a calendar year.

21.3. Non-Employee Directors' Awards. Notwithstanding any provision to the contrary herein, in the event of a Corporate Transaction, the vesting of all Awards granted to Non-Employee Directors shall accelerate and such Awards shall become exercisable (as applicable) in full prior to the consummation of such event at such times and on such conditions as the Committee determines.

22. ADOPTION AND STOCKHOLDER APPROVAL. This Plan shall be submitted for the approval of the Company's stockholders, consistent with applicable laws, within twelve (12) months before or after the date this Plan is adopted by the Board.

23. TERM OF PLAN/GOVERNING LAW. Unless earlier terminated as provided herein, this Plan will become effective on the Effective Date and will terminate ten (10) years from the date this Plan is adopted by the Board. This Plan and all Awards granted hereunder shall be governed by and construed in accordance with the laws of the State of Delaware (excluding its conflict of law rules).

24. AMENDMENT OR TERMINATION OF PLAN. The Board may at any time terminate or amend this Plan in any respect, including, without limitation, amendment of any form of Award Agreement or instrument to be executed pursuant to this Plan; provided, however, that the Board will not, without the approval of the stockholders of the Company, amend this Plan in any manner that requires such stockholder approval; provided further, that a Participant's Award shall be governed by the version of this Plan then in effect at the time such Award was granted. No termination or amendment of the Plan shall affect any then-outstanding Award unless expressly provided by the Committee; in any event, no termination or amendment of the Plan or any outstanding Award may materially adversely affect any then outstanding Award without the consent of the Participant, unless such termination or amendment is necessary to comply with applicable law, regulation or rule.

25. NON-EXCLUSIVITY OF THE PLAN. Neither the adoption of this Plan by the Board, the submission of this Plan to the stockholders of the Company for approval, nor any provision of this Plan will be construed as creating any limitations on the power of the Board to adopt such additional compensation arrangements as it may deem desirable, including, without limitation, the granting of stock options and other equity awards and bonuses otherwise than under this Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

26. INSIDER TRADING POLICY. Each Participant who receives an Award shall comply with any policy adopted by the Company from time to time covering transactions in the Company's securities by Employees, officers and/or directors of the Company, as well as with any applicable insider trading or market abuse laws to which the Participant may be subject.

27. ALL AWARDS SUBJECT TO COMPANY CLAWBACK OR RECOUPMENT POLICY. All Awards shall, subject to applicable law, be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or the Committee or required by law during the term of Participant's employment or other service with the Company that is applicable to executive officers, employees, directors or other service providers of the Company, and in addition to any other remedies available under such policy and applicable law, may require the cancelation of outstanding Awards and the recoupment of any gains realized with respect to Awards.

28. DEFINITIONS. As used in this Plan, and except as elsewhere defined herein, the following terms will have the following meanings:

28.1. "***Affiliate***" means (a) any entity that, directly or indirectly, is controlled by, controls, or is under common control with, the Company, and (b) any entity in which the Company has a significant equity interest, in either case as determined by the Committee, whether now or hereafter existing.

28.2. "***Award***" means any award under the Plan, including any Option, Performance Award, Restricted Stock, Stock Bonus, Stock Appreciation Right, or Restricted Stock Unit.

28.3. ***"Award Agreement***" means, with respect to each Award, the written or electronic agreement between the Company and the Participant setting forth the terms and conditions of the Award, and country-specific appendix thereto for grants to non-U.S. Participants, which shall be in substantially a form (which need not be the same for each Participant) that the Committee (or in the case of Award agreements that are not used for Insiders, the Committee's delegate(s)) has from time to time approved, and will comply with and be subject to the terms and conditions of this Plan.

28.4. "***Board***" means the Board of Directors of the Company.

28.5. "***Business Combination***" means the business combination effected pursuant to the Business Combination Agreement.

28.6. "***Business Combination Agreement***" means the Agreement and Plan of Merger, by and among CM Life Sciences, Inc., the Company and certain other parties thereto, dated as of February 9, 2021.

28.7. "***Cause***" means Participant's (a) willful failure substantially to perform his or her duties and responsibilities to the Company or deliberate violation of a Company policy or code of conduct; (b) commission of, or plea of guilty or no contest to, a felony or other crime involving dishonesty or moral turpitude or commission of any act of fraud, embezzlement, dishonesty or any other willful misconduct or breach of fiduciary duty that has caused or is reasonably expected to result in material injury to the Company; (c) unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom the Participant owes an obligation of nondisclosure as a result of his or her relationship with the Company; (d) misappropriation of a business opportunity of the Company; (e) provision of material aid to a competitor of the Company; or (f) willful breach of any of his or her obligations under any written agreement or covenant with the Company, including with respect to any restrictive covenants. The determination as to whether a Participant's Service is being terminated for Cause shall be made in good faith by the Company and shall be final and binding on the Participant. The foregoing definition does not in any way limit the Company's ability to terminate a Participant's employment or consulting relationship at any time as provided in Section 20 above, and the term "Company" will be interpreted to include any Subsidiary or Parent, as appropriate. Notwithstanding the foregoing, the definition of "Cause" may, in part or in whole, be modified or replaced in each individual employment agreement, Award Agreement or other applicable agreement with any Participant, provided that such document supersedes the definition provided in this Section 28.7.

28.8. "***Code***" means the United States Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

28.9. "***Committee***" means the Compensation Committee of the Board or those persons to whom administration of the Plan, or part of the Plan, has been delegated as permitted by law.

28.10. ***"Company***" means Sema4 Holdings Corp., or any successor corporation.

28.11. "***Consultant***" means any natural person, including an advisor or independent contractor, engaged by the Company or a Parent, Subsidiary or Affiliate to render services to such entity.

28.12. "***Corporate Transaction***" means the occurrence of any of the following events:

(a) any "Person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the total voting power represented by the Company's then-outstanding voting securities; provided, however, that for purposes of this subclause (a) the acquisition of additional securities by any one Person who is considered to own more than fifty percent (50%) of the total voting power of the securities of the Company will not be considered a Corporate Transaction;

(b) the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets;

(c) he consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation;

(d) any other transaction which qualifies as a "corporate transaction" under Section 424(a) of the Code wherein the stockholders of the Company give up all of their equity interest in the Company (except for the acquisition, sale or transfer of all or substantially all of the outstanding shares of the capital stock of the Company) or

(e) a change in the effective control of the Company that occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by members of the Board whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purpose of this subclause (e), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Corporate Transaction.

For purposes of this definition, Persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company. Notwithstanding the foregoing, to the extent that any amount constituting deferred compensation (as defined in Section 409A of the Code) would become payable under this Plan by reason of a Corporate Transaction, such amount shall become payable only if the event constituting a Corporate Transaction would also qualify as a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company, each as defined within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and IRS guidance that has been promulgated or may be promulgated thereunder from time to time. Notwithstanding the foregoing, the foregoing definition of "Corporate Transaction" may, in part or in whole, be modified or replaced in each individual employment agreement, Award Agreement, or other applicable agreement with any Participant provided that such document specifically references this definition.

28.13. "***Director***" means a member of the Board.

28.14. "***Disability***" means in the case of ISOs, total and permanent disability as defined in Section 22(e)(3) of the Code and in the case of other Awards, that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

28.15. "***Dividend Equivalent Right***" means the right of a Participant, granted at the discretion of the Committee or as otherwise provided by the Plan, to receive a credit for the account of such Participant in an amount equal to the cash, stock or other property dividends for each Share represented by an Award held by such Participant.

28.16. "***Effective Date***" shall mean the closing date of the Business Combination, subject to approval of the Plan by the Company's stockholders.

28.17. "***Employee***" means any person, including Officers and Directors, employed by the Company or any Parent, Subsidiary or Affiliate. For the avoidance of doubt, neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company and the definition of "Employee" herein shall not include Non-Employee Directors.

28.18. "***Exchange Act***" means the United States Securities Exchange Act of 1934, as amended.

28.19. "***Exchange Program***" means a program pursuant to which (a) outstanding Awards are surrendered, cancelled or exchanged for cash, the same type of Award or a different Award (or combination thereof) or (b) the Exercise Price of an outstanding Award is increased or reduced.

28.20. "***Exercise Price***" means, with respect to an Option, the price at which a holder may purchase the Shares issuable upon exercise of an Option and with respect to a SAR, the price at which the SAR is granted to the holder thereof.

28.21. "***Fair Market Value***" means, as of any date, the value of a share of the Company's common stock determined as follows:

(a) if such common stock is publicly traded and is then listed on a national securities exchange, its closing price on the date of determination on the principal national securities exchange on which the common stock is listed or admitted to trading as reported in *The Wall Street* Journal or such other source as the Committee may determine;

(b) if such common stock is publicly traded but is neither listed nor admitted to trading on a national securities exchange, the average of the closing bid and asked prices on the date of determination as reported in *The Wall Street Journal* or such other source as the Committee deems reliable; or

(c) if none of the foregoing is applicable, by the Board or the Committee in good faith.

28.22. ***"Insider***" means an officer or director of the Company or any other person whose transactions in the Company's common stock are subject to Section 16 of the Exchange Act.

28.23. "***IRS***" means the United States Internal Revenue Service.

28.24. "***Non-Employee Director***" means a Director who is not an Employee of the Company or any Parent, Subsidiary or Affiliate.

28.25. "***Option***" means an award of an option to purchase Shares pursuant to Section 5 or Section 12.

28.26. "***Parent***" means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company if each of such corporations other than the Company owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

28.27. "***Participant***" means a person who holds an Award under this Plan.

28.28. "***Performance Award***" means an award covering cash, Shares or other property granted pursuant to Section 10 or Section 12 of the Plan.

28.29. "***Performance Factors***" means any of the factors selected by the Committee and specified in an Award Agreement, from among the following objective measures, either individually, alternatively or in any combination, applied to the Company as a whole or any business unit or Subsidiary, either individually, alternatively, or in any combination, on a GAAP or non-GAAP basis, and measured, to the extent applicable on an absolute basis or relative to a pre-established target, to determine whether the performance goals established by the Committee with respect to applicable Awards have been satisfied:

(a) profit before tax;

(b) billings;

(c) revenue;

(d) net revenue;

(e) earnings (which may include earnings before interest and taxes, earnings before taxes, net earnings, stock-based compensation expenses, depreciation, and amortization);

(f) operating income;

(g) operating margin;

(h) operating profit;

(i) controllable operating profit or net operating profit;

(j) net profit;

(k) gross margin;

(l) operating expenses or operating expenses as a percentage of revenue;

(m) net income;

(n) earnings per share;

(o) total stockholder return;

(p) market share;

(q) return on assets or net assets;

(r) the Company's stock price;

(s) growth in stockholder value relative to a pre-determined index;

(t) return on equity;

(u) return on invested capital;

(v) cash flow (including free cash flow or operating cash flows);

(w) cash conversion cycle;

(x) economic value added;

(y) individual confidential business objectives;

(z) contract awards or backlog;

(aa) overhead or other expense reduction;

(bb) credit rating;

(cc) strategic plan development and implementation;

(dd) succession plan development and implementation;

(ee) improvement in workforce diversity;

(ff) customer indicators and/or satisfaction;

(gg) new product invention or innovation;

(hh) attainment of research and development milestones;

(ii) improvements in productivity;

(jj) bookings;

(kk) attainment of objective operating goals and employee metrics;

(ll) sales;

(mm) expenses;

(nn) balance of cash, cash equivalents, and marketable securities;

(oo) completion of an identified special project;

(pp) completion of a joint venture or other corporate transaction;

(qq) employee satisfaction and/or retention;

(rr) research and development expenses;

(ss) working capital targets and changes in working capital; and

(tt) any other metric that is capable of measurement as determined by the Committee.

The Committee may provide for one or more equitable adjustments to the Performance Factors to preserve the Committee's original intent regarding the Performance Factors at the time of the initial award grant, such as, but not limited to, in recognition of unusual or non-recurring items such as acquisition-related activities or changes in applicable accounting rules. It is within the sole discretion of the Committee to make or not make any such equitable adjustments.

28.30. "***Performance Period***" means one or more periods of time, which may be of varying and overlapping durations, as the Committee may select, over which the attainment of one or more Performance Factors will be measured for the purpose of determining a Participant's right to, and the payment of, a Performance Award.

28.31. "***Performance Share***" means an Award granted pursuant to Section 10 of the Plan, consisting of a unit valued by reference to a designated number of Shares, the value of which may be paid to the Participant by delivery of Shares or, if set forth in the instrument evidencing the Award, of such property as the Committee shall determine, including, without limitation, cash, other property, or any combination thereof, upon the attainment of performance goals, as established by the Committee, and other terms and conditions specified by the Committee.

28.32. "***Performance Unit***" means an Award granted pursuant to Section 10 of the Plan, consisting of a unit valued by reference to a designated amount of property other than Shares, which value may be paid to the Participant by delivery of such property as the Committee shall determine, including, without limitation, cash, Shares, other property, or any combination thereof, upon the attainment of performance goals, as established by the Committee, and other terms and conditions specified by the Committee.

28.33. "***Permitted Transferee***" means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships) of the Employee, any person sharing the Employee's household (other than a tenant or employee), a trust in which these persons (or the Employee) have more than 50% of the beneficial interest, a foundation in which these persons (or the Employee) control the management of assets, and any other entity in which these persons (or the Employee) own more than 50% of the voting interests.

28.34. "***Plan***" means this Sema4 Holdings Corp. 2021 Equity Incentive Plan.

28.35. "***Purchase Price***" means the price to be paid for Shares acquired under the Plan, other than Shares acquired upon exercise of an Option or SAR.

28.36. "***Restricted Stock Award***" means an award of Shares pursuant to Section 6 or Section 12 of the Plan, or issued pursuant to the early exercise of an Option.

28.37. "***Restricted Stock Unit***" means an Award granted pursuant to Section 9 or Section 12 of the Plan.

28.38. "***SEC***" means the United States Securities and Exchange Commission.

28.39. "***Securities Act***" means the United States Securities Act of 1933, as amended.

28.40. "***Service***" shall mean service as an Employee, Consultant, Director or Non-Employee Director, subject to such further limitations as may be set forth in the Plan or the applicable Award Agreement. An Employee will not be deemed to have ceased to provide Service in the case of any leave of absence approved by the Company. In the case of any Employee on an approved leave of absence or a

reduction in hours worked (for illustrative purposes only, a change in schedule from that of full-time to part-time), the Committee may make such provisions respecting suspension of or modification to vesting of the Award while on leave from the employ of the Company or a Parent, Subsidiary or Affiliate or during such change in working hours as it may deem appropriate, except that in no event may an Award be exercised after the expiration of the term set forth in the applicable Award Agreement. In the event of military or other protected leave, if required by applicable laws, vesting shall continue for the longest period that vesting continues under any other statutory or Company approved leave of absence and, upon a Participant's returning from such leave, he or she shall be given vesting credit with respect to Awards to the same extent as would have applied had the Participant continued to provide Service to the Company throughout the leave on the same terms as he or she was providing Service immediately prior to such leave. An employee shall have terminated employment as of the date he or she ceases to provide Service (regardless of whether the termination is in breach of local employment laws or is later found to be invalid) and employment shall not be extended by any notice period or garden leave mandated by local law, *provided*, *however*, that a change in status between an Employee, Consultant, Director or Non-Employee Director shall not terminate the service provider's Service, unless determined by the Committee, in its discretion or to the extent set forth in the applicable Award Agreement. The Committee will have sole discretion to determine whether a Participant has ceased to provide Service and the effective date on which the Participant ceased to provide Service.

28.41. "***Shares***" means shares of the common stock of the Company and the common stock of any successor entity.

28.42. "***Stock Appreciation Right***" means an Award granted pursuant to Section 8 of the Plan.

28.43. "***Stock Bonus***" means an Award granted pursuant to Section 7 of the Plan.

28.44. "***Subsidiary***" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if each of the corporations other than the last corporation in the unbroken chain owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

28.45. "***Treasury Regulations***" means regulations promulgated by the United States Treasury Department.

28.46. "***Unvested Shares***" means Shares that have not yet vested or are subject to a right of repurchase in favor of the Company (or any successor thereto).

29. **CODE SECTION 409A**. This Plan and Awards granted hereunder are intended to comply with Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively, "***Section 409A***") to the extent subject thereto, or otherwise be exempt from Section 409A, and, accordingly, to the maximum extent permitted, the Plan shall be interpreted and administered to be in compliance therewith. Any payments described in the Plan that are due within the "short-term deferral period" as defined in Section 409A shall not be treated as deferred compensation unless required by applicable law. Notwithstanding anything to the contrary in the Plan, to the extent required to avoid accelerated taxation and tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to the Plan or any Award Agreement granted pursuant hereto during the six-month period immediately following the Participant's termination of Service (the "***Deferred Amounts***") shall instead be paid on the first payroll date after the earlier of (i) the six-month anniversary of the Participant's "separation from service" (as defined in Section 409A) or (ii) the Participant's death (such date, the "***Section 409A Payment Date***"), with any portion of the Deferred Amounts that would otherwise be payable prior to the Section 409A Payment Date aggregated and paid in

a lump sum without interest on the Section 409A Payment Date. Notwithstanding the foregoing, none of the Company, the Committee or any of their respective affiliates shall have any obligation to take any action to prevent the assessment of any additional tax or penalty on any Participant under Section 409A and, by accepting an Award granted hereunder, the Participant acknowledges and agrees that none of the Company, the Committee or any of their respective affiliates will have any liability to the Participant for any such tax or penalty.

SEMA4 HOLDINGS CORP.
2021 EQUITY INCENTIVE PLAN
NOTICE OF STOCK OPTION GRANT

You (the "***Optionee***") have been granted an option to purchase shares of the Company's common stock (the "***Option***") under the Sema4 Holdings Corp. (the "***Company***") 2021 Equity Incentive Plan (the "***Plan***") subject to the terms and conditions of the Plan, this Notice of Stock Option Grant (this "***Notice***"), and the Stock Option Agreement (the "***Option Agreement***").

Unless otherwise defined herein, the terms defined in the Plan will have the same meanings in this Notice and the electronic representation of this Notice established and maintained by the Company or a third party designated by the Company.

Name:

Address:

Grant Number:

Date of Grant:

Vesting Commencement Date:

Exercise Price per Share:

Total Number of Shares:

Type of Option:	___ Non-Qualified Stock Option ___ Incentive Stock Option
Expiration Date:	_____ __, 20__; the Option expires earlier if Optionee's Service terminates earlier, as described in the Option Agreement.
Vesting Schedule:	Subject to the limitations set forth in this Notice, the Plan, and the Option Agreement, the Option will vest in accordance with the following schedule: [insert applicable vesting schedule]

By accepting (whether in writing, electronically, or otherwise) the Option, Optionee acknowledges and agrees to the following:

1) Optionee understands that Optionee's Service is for an unspecified duration, can be terminated at any time (*i.e.*, is "at-will") except where otherwise prohibited by applicable law, and that nothing in this Notice, the Option Agreement, or the Plan changes the nature of that relationship. Optionee acknowledges that the vesting of the Option pursuant to this Notice is subject to Optionee's continuing Service. Optionee agrees and acknowledges that the Vesting Schedule may change prospectively in the event that Optionee's Service status changes between full- and part-time and/or in the event the Optionee is on a leave of absence, in accordance with Company policies relating to work schedules and vesting of Awards or as determined by the Committee.

2) This grant is made under and governed by the Plan, the Option Agreement, and this Notice, and this Notice is subject to the terms and conditions of the Option Agreement and the Plan, both of

which are incorporated herein by reference. Optionee has read the Notice, the Option Agreement and the Plan.

3) Optionee has read the Company's Insider Trading Policy, and agrees to comply with such policy, as it may be amended from time to time, whenever Optionee acquires or disposes of the Company's securities.

4) By accepting the Option, Optionee consents to electronic delivery and participation as set forth in the Option Agreement.

OPTIONEE	**SEMA4 HOLDINGS CORP.**
Signature: _____	By: _____
Print Name: _____	Its: _____

ANNEX A

SEMA4 HOLDINGS CORP.
2021 EQUITY INCENTIVE PLAN
STOCK OPTION AGREEMENT

Unless otherwise defined in this Stock Option Agreement (this "***Option Agreement***"), any capitalized terms used and not otherwise defined in the Notice of Stock Option Grant (the "**Notice**") or herein will have meanings ascribed to them in the Sema4 Holdings Corp. (the "**Company**") 2021 Equity Incentive Plan (the "***Plan***").

Optionee has been granted an option to purchase Shares of the Company (the "**Option**"), subject to the terms, restrictions, and conditions of the Plan, the Notice, and this Option Agreement. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of the Notice or this Option Agreement, the terms and conditions of the Plan will prevail.

1. **Vesting.** Subject to the applicable provisions of the Plan and this Option Agreement, the Option may be exercised, in whole or in part, in accordance with the Vesting Schedule set forth in the Notice. Optionee acknowledges and agrees that the Vesting Schedule may change prospectively in the event Optionee's Service status changes between full and part-time and/or in the event Optionee is on a leave of absence, in accordance with Company policies relating to work schedules and vesting of Awards or as determined by the Committee. Optionee acknowledges that the vesting of the Option pursuant to the Notice and this Option Agreement is subject to Optionee's continuing Service.

2. **Grant of Option.** Optionee has been granted an Option for the number of Shares set forth in the Notice at the exercise price per Share in U.S. Dollars set forth in the Notice (the "***Exercise Price***"). If designated in the Notice as an Incentive Stock Option ("***ISO***"), the Option is intended to qualify as an Incentive Stock Option under Section 422 of the Code. However, if the Option is intended to be an ISO, to the extent that it exceeds the U.S. $100,000 rule of Code Section 422(d) it will be treated as a Nonqualified Stock Option ("***NSO***").

3. **Termination Period.**

(a) General Rule. If Optionee's Service terminates for any reason except death or Disability, and other than for Cause, then the Option will expire at the close of business at Company headquarters on the date three (3) months after Optionee's Termination Date (as defined below) (with any exercise beyond three (3) months after the date Optionee's employment terminates deemed to be the exercise of an NSO), but in any event no later than the Expiration Date of the Option set forth in the Notice. The Company determines when Optionee's Service terminates for all purposes under this Option Agreement.

(b) Death; Disability. If Optionee dies before Optionee's Service terminates (or Optionee dies within three (3) months of Optionee's termination of Service other than for Cause), then the Option will expire at the close of business at Company headquarters on the date twelve (12) months after the date of death, but in any event no later than the Expiration Date of the Option set forth in the Notice. If Optionee's Service terminates because of Optionee's Disability, then the Option will expire at the close of business at Company headquarters on the date twelve (12) months after Optionee's Termination Date, but in any event no later than the Expiration Date of the Option set forth in the Notice.

(c) Cause. Unless otherwise determined by the Committee, the Option (whether or not vested) will terminate immediately upon the Optionee's cessation of Service if the Company reasonably determines in good faith that such cessation of Service has resulted in connection with an act or failure to act constituting Cause (or the Optionee's Service could have been terminated for

Cause (without regard to the lapsing of any required notice or cure periods in connection therewith) at the time the Optionee terminated Service).

(d) No Notification of Exercise Periods. Optionee is responsible for keeping track of these exercise periods following Optionee's termination of Service for any reason. The Company will not provide further notice of such periods.

(e) Termination. For purposes of this Option, Optionee's Service will be considered terminated as of the date Optionee is no longer providing Service to the Company, its Parent or one of its Subsidiaries or Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Optionee is employed or the terms of Optionee's employment agreement, if any) (the "***Termination Date***"). The Committee will have the exclusive discretion to determine when Optionee is no longer actively providing Service for purposes of Optionee's Option (including whether Optionee may still be considered to be providing Service while on an approved leave of absence). Unless otherwise provided in this Option Agreement or determined by the Company, Optionee's right to vest in this Option under the Plan, if any, will terminate as of the Termination Date and will not be extended by any notice period (*e.g.*, Optionee's period of Service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Optionee is employed or the terms of Optionee's employment agreement, if any). Following the Termination Date, Optionee may exercise the Option only as set forth in the Notice and this Section, provided that the period (if any) during which Optionee may exercise the Option after the Termination Date, if any, will commence on the date Optionee ceases to provide Service and will not be extended by any notice period mandated under employment laws in the jurisdiction where Optionee is employed or terms of Optionee's employment agreement, if any. If Optionee does not exercise this Option within the termination period set forth in the Notice or the termination periods set forth above, the Option will terminate in its entirety. In no event may the Option be exercised after the Expiration Date of the Option as set forth in the Notice.

4. Exercise of Option.

(a) Right to Exercise. The Option is exercisable during its term in accordance with the Vesting Schedule set forth in the Notice and the applicable provisions of the Plan and this Option Agreement. In the event of Optionee's death, Disability, termination for Cause, or other cessation of Service, the exercisability of the Option is governed by the applicable provisions of the Plan, the Notice, and this Option Agreement. The Option may not be exercised for a fraction of a Share.

(b) Method of Exercise. The Option is exercisable by delivery of an exercise notice in a form specified by the Company (the "***Exercise Notice***"), which will state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the "***Exercised Shares***"), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice will be delivered in person, by mail, via electronic mail or facsimile or by other authorized method to the Secretary of the Company or other person designated by the Company. The Exercise Notice will be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares together with any applicable Tax-Related Items (as defined in Section 8 below). The Option will be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by such aggregate Exercise Price and payment of any applicable Tax-Related Items. No Shares will be issued pursuant to the exercise of the Option unless such issuance and exercise complies with all relevant provisions of law and the requirements of any stock exchange or quotation service upon which the Shares are then listed. Assuming such compliance, for United States income tax purposes the Exercised Shares will be considered transferred to Optionee on the date the Option is exercised with respect to such Exercised Shares.

(c) Exercise by Another. If another person wants to exercise the Option after it has been transferred to him or her in compliance with this Option Agreement, that person must

prove to the Company's satisfaction that he or she is entitled to exercise the Option. That person must also complete the proper Exercise Notice form (as described above) and pay the Exercise Price (as described below) and any applicable Tax-Related Items (as described below).

5. **Method of Payment.** Payment of the aggregate Exercise Price will be by any of the following, or a combination thereof, at the election of Optionee:

(a) Optionee's personal check (or readily available funds), wire transfer, or a cashier's check;

(b) certificates for shares of Company stock that Optionee owns, along with any forms needed to effect a transfer of those shares to the Company; the value of the shares, determined as of the effective date of the Option exercise, will be applied to the Exercise Price. Instead of surrendering shares of Company stock, Optionee may attest to the ownership of those shares on a form provided by the Company and have the same number of shares subtracted from the Option shares issued to Optionee. However, Optionee may not surrender, or attest to the ownership of, shares of Company stock in payment of the Exercise Price of Optionee's Option if Optionee's action would cause the Company to recognize compensation expense (or additional compensation expense) with respect to this Option for financial reporting purposes;

(c) cashless exercise through irrevocable directions to a securities broker approved by the Company to sell all or part of the Shares covered by the Option and to deliver to the Company from the sale proceeds an amount sufficient to pay the Exercise Price and any applicable Tax-Related Items. The balance of the sale proceeds, if any, will be delivered to Optionee. The directions must be given by signing a special notice of exercise form provided by the Company; or

(d) any other method authorized by the Company;

provided, however, that the Company may restrict the available methods of payment to facilitate compliance with applicable law or administration of the Plan.

6. **Non-Transferability of Option.** In general, except as provided below, only Optionee may exercise this Option prior to Optionee's death. Optionee may not transfer or assign this Option, except as provided below. For instance, Optionee may not sell this Option or use it as security for a loan. If Optionee attempts to do any of these things, this Option will immediately become invalid. However, if Optionee is a U.S. taxpayer, Optionee may dispose of this Option in Optionee's will. If Optionee is a U.S. taxpayer and this Option is designated as a NSO in the Notice of Grant, then the Committee may, in its sole discretion, allow Optionee to transfer this Option as a gift to one or more family members. For purposes of this Option Agreement, "family member" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in- law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law (including adoptive relationships), any individual sharing Optionee's household (other than a tenant or employee), a trust in which one or more of these individuals have more than 50% of the beneficial interest, a foundation in which Optionee or one or more of these persons control the management of assets, and any entity in which Optionee or one or more of these persons own more than 50% of the voting interest. In addition, if Optionee is a U.S. taxpayer and this Option is designated as a NSO in the Notice of Grant, then the Committee may, in its sole discretion, allow Optionee to transfer this Option to Optionee's spouse or former spouse pursuant to a domestic relations order in settlement of marital property rights. The Committee will allow Optionee to transfer this Option only if both Optionee and the transferee(s) execute the forms prescribed by the Committee, which include the consent of the transferee(s) to be bound by this Option Agreement. This Option may not be transferred in any manner other than by will or by the laws of descent or distribution or court order and may be exercised during Optionee's lifetime only by Optionee, Optionee's guardian, or legal representative, as permitted in the Plan and applicable local laws. The terms of the Plan and this

Option Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of Optionee.

7. **Term of Option.** The Option will in any event expire on the expiration date set forth in the Notice, which date is no more than ten (10) years after the Date of Grant (five (5) years after the Date of Grant if this option is designated as an ISO in the Notice and Section 5.3 of the Plan applies).

8. **Taxes.**

(a) Responsibility for Taxes. Optionee acknowledges that, regardless of any action taken by the Company or, if different, a Parent, Subsidiary, or Affiliate employing or retaining Optionee (the "***Employer***"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account, or other tax related items related to Optionee's participation in the Plan and legally applicable to Optionee ("***Tax-Related Items***") is and remains Optionee's responsibility and may exceed the amount actually withheld by the Company or the Employer, if any. Optionee further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of this Option, including, but not limited to, the grant, vesting, or exercise of this Option; the subsequent sale of Shares acquired pursuant to such exercise; and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of this Option to reduce or eliminate Optionee's liability for Tax-Related Items or achieve any particular tax result. Further, if Optionee is subject to Tax-Related Items in more than one jurisdiction, Optionee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. *OPTIONEE SHOULD CONSULT A TAX ADVISER APPROPRIATELY QUALIFIED IN THE COUNTRY OR COUNTRIES IN WHICH OPTIONEE RESIDES OR IS SUBJECT TO TAXATION.*

(b) Withholding. Prior to any relevant taxable or tax withholding event, as applicable, Optionee agrees to make arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Optionee authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any withholding obligations for Tax-Related Items by one or a combination of the following, all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable:

(i) withholding from Optionee's wages or other cash compensation paid to Optionee by the Company and/or the Employer; or

(ii) withholding from proceeds of the sale of Shares acquired at exercise of this Option either through a voluntary sale or through a mandatory sale arranged by the Company (on Optionee's behalf pursuant to this authorization and without further consent);

(iii) withholding Shares to be issued upon exercise of the Option, provided the Company only withholds the number of Shares necessary to satisfy no more than applicable statutory withholding amounts;

(iv) Optionee's payment of a cash amount (including by check representing readily available funds or a wire transfer); or

(v) any other arrangement approved by the Committee and permitted under applicable law;

provided, *however*, that if Optionee is a Section 16 officer of the Company under the Exchange Act, then the method of withholding shall be a mandatory sale (unless the Committee as

constituted in accordance with Rule 16b-3 of the Exchange Act shall establish an alternate method from alternatives (i) – (v) above prior to the Tax-Related Items withholding event).

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including up to the maximum permissible statutory rate for Optionee's tax jurisdiction(s) in which case Optionee will have no entitlement to the equivalent amount in Shares and will receive a refund of any over-withheld amount in cash in accordance with applicable law. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Optionee is deemed to have been issued the full number of Exercised Shares; notwithstanding that a number of the Shares are held back solely for the purpose of satisfying the withholding obligation for Tax-Related Items.

Finally, Optionee agrees to pay to the Company and/or the Employer any amount of Tax-Related Items that the Company and/or the Employer may be required to withhold or account for as a result of Optionee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Optionee fails to comply with Optionee's obligations in connection with the Tax-Related Items.

(c) Notice of Disqualifying Disposition of ISO Shares. If Optionee is subject to Tax-Related Items in the United States and sells or otherwise disposes of any of the Shares acquired pursuant to an ISO on or before the later of (i) two (2) years after the grant date, or (ii) one (1) year after the exercise date, Optionee will immediately notify the Company in writing of such disposition. Optionee agrees that he or she may be subject to income tax withholding by the Company on the compensation income recognized from such early disposition of ISO Shares by payment in cash or out any wages or other cash compensation paid to Optionee by the Company and/or the Employer.

9. Nature of Grant. By accepting the Option, Optionee acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature, and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the Option is exceptional, voluntary, and occasional, and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;

(c) all decisions with respect to future options or other grants, if any, will be at the sole discretion of the Company;

(d) Optionee is voluntarily participating in the Plan;

(e) the Option and Optionee's participation in the Plan will not create a right to employment or be interpreted as forming or amending an employment or service contract with the Company or the Employer, and will not interfere with the ability of the Company or the Employer, as applicable, to terminate Optionee's employment or service relationship (if any);

(f) the Option and the Shares subject to the Option, and the income and value of same, are not intended to replace any pension rights or compensation;

(g) the Option and the Shares subject to the Option, and the income and value of same, are not part of normal or expected compensation for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement, or welfare benefits or similar payments;

(h) unless otherwise agreed with the Company, the Option, and the Shares subject to the Option, and the income and value of same, are not granted as consideration for, or in connection with, the Service Optionee may provide as a director of a Parent, Subsidiary, or Affiliate;

(i) the future value of the Shares underlying the Option is unknown, indeterminable, and cannot be predicted with certainty; if the underlying Shares do not increase in value, the Option will have no value; if Optionee exercises the Option and acquires Shares, the value of such Shares may increase or decrease, even below the Exercise Price;

(j) no claim or entitlement to compensation or damages will arise from forfeiture of the Option resulting from Optionee's termination of Service (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Optionee is employed or the terms of Optionee's employment agreement, if any), and in consideration of the grant of the Option to which Optionee is otherwise not entitled, Optionee irrevocably agrees never to institute any claim against the Employer, the Company, and any Parent, Subsidiary, or Affiliate; waives his or her ability, if any, to bring any such claim; and releases the Employer, the Company, and any Parent, Subsidiary, or Affiliate from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Optionee will be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(k) unless otherwise provided in the Plan or by the Company in its discretion, the Option and the benefits evidenced by this Option Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any Corporate Transaction affecting the Shares; and

(l) neither the Employer, the Company, or any Parent, Subsidiary or Affiliate will be liable for any foreign exchange rate fluctuation between Optionee's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to Optionee pursuant to the exercise of the Option or the subsequent sale of any Shares acquired upon exercise.

(m) the following provisions apply only if Optionee is providing Service outside the United States:

(i) the Option and the Shares subject to the Option are not part of normal or expected compensation or salary for any purpose; and

(ii) Optionee acknowledges and agrees that neither the Company, the Employer nor any Parent or Subsidiary or Affiliate will be liable for any foreign exchange rate fluctuation between Optionee's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to Optionee pursuant to the exercise of the Option or the subsequent sale of any Shares acquired upon exercised

10. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Optionee's participation in the Plan or Optionee's acquisition or sale of the underlying Shares. Optionee acknowledges, understands, and agrees that he or she should consult with his or her own personal tax, legal, and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

11. **Language.** If Optionee has received this Option Agreement, or any other document related to the Option and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

12. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on Optionee's participation in the Plan, on the Option, and on any Shares purchased upon exercise of the Option, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

13. **Acknowledgement.** The Company and Optionee agree that the Option is granted under and governed by the Notice, this Option Agreement and the Plan (incorporated herein by reference). Optionee: (a) acknowledges receipt of a copy of the Plan and the Plan prospectus, (b) represents that Optionee has carefully read and is familiar with their provisions, and (c) hereby accepts the Option subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice.

14. **Entire Agreement; Enforcement of Rights.** This Option Agreement, the Plan, and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments, or negotiations concerning the purchase of the Shares hereunder are superseded. No adverse modification of, or adverse amendment to, this Option Agreement, nor any waiver of any rights under this Option Agreement, will be effective unless in writing and signed by the parties to this Option Agreement (which writing and signing may be electronic). The failure by either party to enforce any rights under this Option Agreement will not be construed as a waiver of any rights of such party.

15. **Compliance with Laws and Regulations.** The issuance of Shares and the sale of Shares will be subject to and conditioned upon compliance by the Company and Optionee with all applicable state, federal, local and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Shares may be listed or quoted at the time of such issuance or transfer. Optionee understands that the Company is under no obligation to register or qualify the Common Stock with any state, federal, or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Optionee agrees that the Company will have unilateral authority to amend the Plan and this Option Agreement without Optionee's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares. Finally, the Shares issued pursuant to this Option Agreement will be endorsed with appropriate legends, if any, determined by the Company.

16. **Severability.** If one or more provisions of this Option Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision will be excluded from this Option Agreement, (b) the balance of this Option Agreement will be interpreted as if such provision were so excluded and (c) the balance of this Option Agreement will be enforceable in accordance with its terms.

17. **Governing Law and Venue.** This Option Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto will be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to such state's conflict of laws rules.

Any and all disputes relating to, concerning or arising from this Option Agreement, or relating to, concerning or arising from the relationship between the parties evidenced by the Plan or this Option Agreement, will be brought and heard exclusively in the federal and state courts sitting in the County of New York, State of New York. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning, or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning, or arising from such dispute

which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.

18. **No Rights as Employee, Director or Consultant.** Nothing in this Option Agreement will affect in any manner whatsoever any right or power of the Employer or the Company to terminate Optionee's Service, for any reason, with or without Cause.

19. **Consent to Electronic Delivery of All Plan Documents and Disclosures.** By Optionee's acceptance of the Notice (whether in writing or electronically), Optionee and the Company agree that the Option is granted under and governed by the terms and conditions of the Plan, the Notice, and this Option Agreement. Optionee has reviewed the Plan, the Notice, and this Option Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Notice and this Option Agreement, and fully understands all provisions of the Plan, the Notice, and this Option Agreement. Optionee hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice, and this Option Agreement. Optionee further agrees to notify the Company upon any change in Optionee's residence address. By acceptance of the Option, Optionee agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company and consents to the electronic delivery of the Notice, this Option Agreement, the Plan, account statements, Plan prospectuses required by the U.S. Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements), or other communications or information related to the Option and current or future participation in the Plan. Electronic delivery may include the delivery of a link to the Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail, or such other delivery determined at the Company's discretion. Optionee acknowledges that Optionee may receive from the Company a paper copy of any documents delivered electronically at no cost if Optionee contacts the Company by telephone, through a postal service, or electronic mail. Optionee further acknowledges that Optionee will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, Optionee understands that Optionee must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, Optionee understands that Optionee's consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if Optionee has provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service, or electronic mail. Finally, Optionee understands that Optionee is not required to consent to electronic delivery if local laws prohibit such consent.

20. **Insider Trading Restrictions/Market Abuse Laws.** Optionee acknowledges that, depending on Optionee's country, Optionee may be subject to insider trading restrictions and/or market abuse laws, which may affect Optionee's ability to acquire or sell the Shares or rights to Shares under the Plan during such times as Optionee is considered to have "inside information" regarding the Company (as defined by the laws in Optionee's country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Optionee acknowledges that it is Optionee's responsibility to comply with any applicable restrictions and understands that Optionee should consult his or her personal legal advisor on such matters. In addition, Optionee acknowledges that he or she has read the Company's Insider Trading Policy, and agrees to comply with such policy, as it may be amended from time to time, whenever Optionee acquires or disposes of the Company's securities.

21. **Award Subject to Company Clawback or Recoupment.** To the extent permitted by applicable law, the Option will be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of Optionee's employment or other Service that is applicable to Optionee. In addition to any other remedies available

under such policy and applicable law, the Company may require the cancellation of Optionee's Option (whether vested or unvested) and the recoupment of any gains realized with respect to Optionee's Option.

BY ACCEPTING THIS OPTION, OPTIONEE AGREES TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

SEMA4 HOLDINGS CORP.
2021 EQUITY INCENTIVE PLAN
NOTICE OF RESTRICTED STOCK UNIT GRANT

The Participant named below has been granted an award of restricted stock units (the "**RSUs**") under the Sema4 Holdings Corp. (the "**Company**") 2021 Equity Incentive Plan (the "**Plan**") subject to the terms and conditions of the Plan, this Notice of Restricted Stock Unit Grant (this "**Notice**"), and the Restricted Stock Unit Agreement, attached as Annex A hereto (the "**RSU Agreement**").

imitations set forth in this Notice, the Plan, and the RSU Agreement, the RSUs will vest in accordance with the following schedule: [insert applicable vesting schedule]

Settlement: RSUs that vest will be settled no later than March 15 of the calendar year following the calendar year in which the vesting occurs. Settlement means the delivery of the Shares underlying the vested portion of the RSU. Such settlement will occur whether or not Participant remains in continuous Service at the time of settlement, but there will be no settlement of unvested RSUs. No fractional RSUs or rights for fractional Shares will be created pursuant to this Notice or the RSU Agreement.

By accepting (whether in writing, electronically, or otherwise) the RSUs, Participant acknowledges and agrees to the following:

(1) Participant understands that Participant's Service with the Company is for an unspecified duration, can be terminated at any time (i.e., is "at-will") and that nothing in this Notice or the RSU Agreement changes the at-will nature of that relationship (provided that this sentence does not alter the terms of any written employment agreement Participant may have with the Company). Participant acknowledges that the vesting of the RSUs pursuant to this Notice is subject to Participant's continuing Service. Participant agrees and acknowledges that the Vesting Schedule may change prospectively in the event that Participant's Service status changes between full- and part-time and/or in the event Participant is on a leave of absence, in accordance with Company policies relating to work schedules and vesting of Awards or as determined by the Committee

(2) The RSUs are subject to the terms and conditions of the Plan, the RSU Agreement, and this Notice, and this Notice is subject to the terms and conditions of the RSU Agreement and the Plan, both of which are incorporated herein by reference. Participant has read this Notice, the RSU Agreement and the Plan.

(3) Participant has read the Company's Insider Trading Policy, and agrees to comply with such policy, as it may be amended from time to time, whenever Participant acquires or disposes of the Company's securities.

(4) In lieu of receiving documents in paper format, Participant accepts the electronic delivery of any documents the Company, or any third party involved in administering the RSUs which the Company may designate, may deliver in connection with this grant (including the Notice, the RSU Agreement, account statements or other communications or information) whether via the Company's intranet or the internet site of another third party or via email, or other means of electronic delivery specified by the Company.

PARTICIPANT

Signature: _____

Print Name: _____

SEMA4 HOLDINGS CORP.

By: _____

Its: _____

ANNEX A

SEMA4 HOLDINGS CORP.
2021 EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT

Unless otherwise defined in this Restricted Stock Unit Agreement (this "**Agreement**"), any capitalized terms used and not otherwise defined in the Notice of Restricted Stock Unit Grant (the "**Notice**") or herein will have the meanings ascribed to them in the Sema4 Holdings Corp. (the "**Company**") 2021 Equity Incentive Plan (the "**Plan**").

Participant has been granted RSUs subject to the terms, restrictions and conditions of the Plan, the Notice, and this Agreement. In the event of any conflict between the terms and conditions of the Plan and the terms and conditions of the Notice or this Agreement, the terms and conditions of the Plan will prevail.

1. **No Stockholder Rights.** Unless and until such time as Shares are issued in settlement of vested RSUs, Participant will have no ownership of the Shares underlying the RSUs and will have no right to dividends or to vote such Shares.

2. **Dividend Equivalents.** Dividend equivalents, if any (whether in cash or Shares), will not be credited to Participant in respect of Participant's RSUs.

3. **No Transfer.** The RSUs and any interest therein will not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of in any manner, other than by will or by the laws of descent and distribution or court order or unless otherwise permitted by the Committee on a case-by-case basis. By signing this Agreement, Participant agrees not to sell any Shares acquired pursuant to this Agreement at a time when applicable laws, regulations or Company or underwriter trading policies prohibit sale. This restriction will apply so long as Participant remains in Service.

4. **Termination.** If Participant's Service terminates for any reason, all unvested RSUs will be forfeited, and all of Participant's rights to such RSUs will immediately terminate without payment of any consideration to Participant. In case of any dispute as to whether and when a termination of Service has occurred, the Committee will have sole discretion to determine whether such termination of Service has occurred and the effective date of such termination (including whether Participant may still be considered to be actively providing Services while on a leave of absence).

5. **Taxes**

(a) Tax Consequences. PARTICIPANT SHOULD CONSULT A TAX ADVISER BEFORE ACQUIRING THE SHARES IN THE JURISDICTION IN WHICH PARTICIPANT IS SUBJECT TO TAX. Shares will not be issued under this Agreement unless Participant makes arrangements acceptable to the Company to pay any withholding taxes that may be due as a result of the acquisition or vesting of Shares.

(b) Responsibility for Taxes. Regardless of any action the Company or, if different, Participant's employer (the "**Employer**") takes with respect to any or all income tax, social insurance, payroll tax, fringe benefits tax, payment on account and other tax-related items related to Participant's RSUs and legally applicable to Participant ("**Tax-Related Items**"), Participant acknowledges that the ultimate liability for all Tax-Related Items is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and the Employer

(a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including the grant of the RSUs, the issuance of the Shares subject to the RSUs, the vesting of such Shares, the subsequent sale of such Shares and the receipt of any dividends; and (b) do not commit to and are under no obligation to structure the terms of the RSUs to reduce or eliminate Participant's liability for Tax-Related Items or to achieve any particular tax result. Participant acknowledges that if Participant is subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

The Company will only recognize Participant as a record holder of the Shares subject to the RSUs if Participant has paid or made, prior to any relevant taxable or tax withholding event, as applicable, adequate arrangements satisfactory to the Company and/or the Employer to satisfy any withholding obligation the Company and/or the Employer may have for Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, and their respective agents, at their discretion, to withhold all applicable Tax-Related Items from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer or by withholding from proceeds of the sale of the Shares subject to the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf and Participant hereby authorizes such sale pursuant to this authorization). The Committee may also authorize one or a combination of the following methods to satisfy Tax-Related Items: (a) payment by Participant to the Company or the Employer of an amount equal to the Tax-Related Items in cash, (b) having the Company withhold Shares subject to the RSUs that would otherwise be issued to Participant when they vest having a value equal to the Tax-Related Items to be withheld, (c) delivering to the Company already-owned Shares having a value equal to the Tax-Related Items to be withheld, or (d) any other arrangement approved by the Company and permissible under applicable law; in all cases, under such rules as may be established by the Committee and in compliance with the Company's insider trading policy and 10b5-1 trading plan policy, if applicable; *provided*, *however*, that if Participant is a Section 16 officer of the Company under the Exchange Act, then the method of withholding will be a mandatory sale (unless the Committee will establish an alternate method prior to the taxable or withholding event). Participant will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of Participant's participation in the Plan or the issuance of Shares subject to the RSUs or vesting thereof that cannot be satisfied by the means previously described.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including up to the maximum applicable rate in which case Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the Shares subject to the RSU that would otherwise be released when they vest. If the obligation for Tax-Related Items is satisfied by withholding in Shares that would otherwise be subject to release when they vest, for tax purposes, Participant is deemed to have been issued the full number of such Shares, notwithstanding that a number of the such Shares are held back solely for the purpose of paying the Tax-Related Items. Finally, Participant acknowledges that the Company has no obligation to deliver Shares subject to the RSUs to Participant until Participant has satisfied the obligations in connection with the Tax-Related Items as described in this Section.

(c) Section 409A. For purposes of this Agreement, a termination of employment will be determined consistent with the rules relating to a "separation from service" as defined in Section 409A of the Code and the regulations thereunder ("***Section 409A***"). Notwithstanding anything else provided herein, to the extent any payments provided under this Agreement in connection with Participant's termination of employment constitute deferred compensation subject to Section 409A, and Participant is deemed at the time

of such termination of employment to be a "specified employee" under Section 409A, then the payment will not be made or commence until the earlier of (i) the expiration of the six-month period measured from Participant's separation from service from the Company or (ii) the date of Participant's death following a separation from service; *provided*, *however*, that such deferral will only be effected to the extent required to avoid adverse tax treatment to Participant including, without limitation, the additional tax for which Participant would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. The first payment thereof will include a catch-up payment covering the amount that would have otherwise been paid during the period between Participant's termination of employment and the first payment date but for the application of this provision, and the balance of the installments (if any) will be payable in accordance with their original schedule. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A, the provision will be read in such a manner so that all payments hereunder comply with Section 409A. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment will be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this section are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

6. **Acknowledgement.** The Company and Participant agree that the RSUs are granted under and governed by the Notice and this Agreement, and are governed by terms and conditions identical to those of the Plan, which is incorporated herein by reference. Participant (i) acknowledges receipt of a copy of each of the foregoing documents, (ii) represents that Participant has carefully read and is familiar with their provisions and (iii) hereby accepts the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice.

7. **Entire Agreement; Enforcement of Rights; Severability**. This Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement will not be construed as a waiver of any rights of such party. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

8. **Stop Transfer Orders**.

(a) Stop-Transfer Notices. Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" restrictions to its transfer agent, if any, and that if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(b) Refusal to Transfer. The Company will not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as the owner or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares will have been so transferred.

9. **Compliance with Laws and Regulations.** The issuance of Shares will be subject to and conditioned upon compliance by the Company and Participant (including any written representations, warranties and

agreements as the Committee may request of Participant for compliance with applicable laws) with all applicable foreign and US state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Shares may be listed or quoted at the time of the issuance or transfer. Participant may not be issued any Shares if the issuance would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Shares may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any Shares will relieve the Company of any liability in respect of the failure to issue or sell the Shares.

10. **No Rights as Employee, Director or Consultant.** Nothing in this Agreement will affect in any manner whatsoever the right or power of the Company, or a Parent or Subsidiary of the Company, to terminate Participant's Service, for any reason, with or without cause.

11. **Choice of Law.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to such state's conflict of laws rules.

12. **Delivery of Documents and Notices.** Any document relating to participating in the Plan and/or notice required or permitted hereunder will be given in writing and will be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery or deposit in the U.S. Post Office or foreign postal service, by registered or certified mail, with postage and fees prepaid, addressed to the other party at the e-mail address, if any, provided for Participant by the Company or at such other address as such party may designate in writing from time to time to the other party.

13. **Award Subject to Company Clawback or Recoupment**. To the extent permitted by applicable law, RSUs will be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or the Committee or required by law during the term of Participant's Service that is applicable to Participant. In addition to any other remedies available under such policy, applicable law may require the cancellation of Participant's RSUs (whether vested or unvested) and the recoupment of any gains realized with respect to Participant's RSUs.

BY ACCEPTING THIS AWARD OF RSUS, PARTICIPANT AGREES TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

* * * * * * * * * *

Sema4 Holdings Corp.

NOTICE OF EARN-OUT RSU AWARD

The Participant named below has been granted an award of Earn-Out Restricted Share Units (the "**Earn-Out RSUs**"), subject to the terms and conditions of the Merger Agreement (as defined below), this Notice of Earn-Out Restricted Share Unit Award (this "**Notice of Grant**") and the Earn-Out Restricted Share Unit Agreement, attached as Annex A hereto (the "**Earn-Out RSU Agreement**").

This award of Earn-Out RSUs is granted separate and apart from, and outside of, the Sema4 Holdings Corp. 2021 Equity Incentive Plan (the "**Plan**") and will not constitute an award granted under or pursuant to the Plan. However, except as otherwise expressly stated herein, the Earn-Out RSUs are governed by terms and conditions identical to those of the Plan, which are incorporated herein by reference. In the event of any conflict between the terms and conditions of this Notice of Grant and the Earn-Out RSU Agreement, on the one hand, and the Plan, on the other hand, this Notice of Grant and the Earn-Out RSU Agreement will govern.

On February 9, 2021, Mount Sinai Genomics, Inc., d/b/a Sema4 ("**Sema4**") entered into an Agreement and Plan of Merger with CM Life Sciences ("**Parent**") and the other parties named therein (the "**Merger Agreement**"), pursuant to which Sema4 became a wholly owned subsidiary of Parent on July 22, 2021. Parent then changed its name to Sema4 Holdings Corp., which is referred to herein as the "**Company**".

For purposes of the Earn-Out RSUs, the terms "*Acceleration Event*", "*Accelerated Vesting Date*", "*Change of Control*", "*Common Share Price*", "*Earn-Out Period*", "*Earn-Out Participating Shares*", "*Parent Class A Stock*", "*Forfeiture Pool"*, "*Triggering Event I*", "*Triggering Event II*", and "*Triggering Event III*" will have the meanings assigned to them in the Merger Agreement, and each other capitalized term used but not defined herein will have the meanings assigned thereto in the Plan.

Participant Name:	*[to be inserted]*
Participant Address:	*[to be inserted]*
Maximum Number of Earn-Out RSUs:	Participant's Base Earn-Out RSUs plus Participant's Forfeiture Pool Units
Base Earn-Out RSUs:	*[to be inserted]*[1], consisting of Tier I Base Earn-Out RSUs, Tier II Base Earn-Out RSUs and Tier III Base Earn-Out RSUs as described below
Tier I Base Earn-Out RSUs:	*[to be inserted]*[2]
Tier II Base Earn-Out RSUs:	*[to be inserted]*[3]
Tier III Base Earn-Out RSUs	*[to be inserted]*[4]
Earn-Out RSU Grant Date:	*[to be inserted]*[5]

_____

1. Note to Draft: To equal the Participant's "Pro Rata Allocation" of the Earn-Out Service Provider Shares.
   Each Participant's "Pro Rata Allocation" of the Earn-Out Service Provider Shares will be equal to a ratio, (a) the numerator of which is the aggregate number of shares of Company Common Stock that are issuable upon the exercise of the Company Options held by or allocated to be granted to Participant as of immediately prior to the Closing, and (b) the denominator of which is the aggregate number of shares of Company Common Stock that are issuable upon the exercise of all Company Options outstanding or allocated to be granted as of the immediately prior to the Closing, in each case calculated on a treasury stock basis and after giving effect to the conversion of the Class B Common Stock pursuant to the Mandatory Conversion Notice under the Company Organizational Documents.
2. Note to Draft: To equal 3.66% of the Base Earn-Out RSUs
3. Note to Draft: To equal 3.66% of the Base Earn-Out RSUs
4. Note to Draft: To equal 3.67% of the Base Earn-Out RSUs
5. Note to Draft: The Earn-Out RSUs will be granted following the closing of the merger, after the filing of the Form S-8.

Service Requirement: [·]% of Participant's Base Earn-Out RSUs and Forfeiture Pool Units will have satisfied the Service Requirement as of the Earn-Out RSU Grant Date; and an additional [·]% of the Participant's Base Earn-Out RSUs and Forfeiture Pool Units will have satisfied the Service Requirement on each subsequent [·], [·], [·] and [·] (each a "**Service Vesting Date**"), subject to Participant remaining in continuous Service through each such Service Vesting Date. If the applicable vesting percentage results in a fractional share, then such fractional share will not satisfy the Service Requirement until the immediately following Service Vesting Date.

Participant's Forfeiture Pool Units: In accordance with the terms of the Merger Agreement, Shares underlying all individuals' Earn-Out RSUs that are forfeited as a result of the individual's failure to satisfy the Service Requirement will accumulate in the "**Forfeiture Pool**". Upon the last day of any calendar year (or on an Accelerated Vesting Date), all Shares that (i) are accumulated in the Forfeiture Pool as of such date and (ii) would have been issued pursuant to the Merger Agreement as a result of the occurrence of a Triggering Event had they not been made subject to an award of Earn-Out RSUs, will be issued to the Company Stockholders (other than holders of Dissenting Shares) and the holders of Earn-Out RSUs that have not been forfeited, in accordance with their pro rata portions (as described below).

Each such last day of a calendar year or Accelerated Vesting Date is referred to herein as a "**Forfeiture Pool Vesting Date**", and the Shares issuable as of each Forfeiture Pool Vesting Date are referred to herein as the "**Forfeiture Pool Shares**".

Participant's pro rata portion of the Forfeiture Pool Shares as of each Forfeiture Pool Vesting Date are referred to as Participant's "**Forfeiture Pool Units**", and will be determined as of each Forfeiture Pool Vesting Date based on a ratio:

(i) the numerator of which is the number of Participant's Base Earn-Out RSUs that have not been forfeited under the terms of this Notice of Grant and the Earn-Out RSU Agreement (regardless of whether such Base Earn-Out RSUs are Service Vested or Service Unvested) as of such Forfeiture Pool Vesting Date; and

(ii) the denominator of which is the sum of the (A) the aggregate number of Earn-Out Participating Shares attributable to all Company Stockholders plus (B) the aggregate number of Base-Earn Out RSUs then-held by all Participants (including those granted to individuals other than the Participant) that have not been forfeited (regardless of whether such Base Earn-Out RSUs are Service Vested or Service Unvested) as of such Forfeiture Pool Vesting Date.

Participant will be deemed to have no Forfeiture Pool Units as of a Forfeiture Pool Vesting Date if Participant is not in continuous Service as of such Forfeiture Pool Vesting Date. Participant's Forfeiture Pool Units as of any given point of time will be subject to vesting as provided below.

Vesting of Base Earn-Out RSUs and Forfeiture Pool Units:

(a) Vesting Requirements. The vesting of Participant's Base Earn-Out RSUs is conditioned on the satisfaction of both the Service Requirement and on the satisfaction of a market-based requirement (the "**Triggering Event Requirement**") as described below. The vesting of Participant's Forfeiture Pool Units is also conditioned on the satisfaction of the Service Requirement.

(i) Service Requirement. The Base Earn-Out RSUs and the Forfeiture Pool Units for which the Service Requirement has been satisfied as of any given point in time are referred to

herein as "**Service Vested**", and the remaining Base Earn-Out RSUs and Forfeiture Pool Units as of such point in time are referred to herein as "**Service Unvested**". If Participant experiences a termination of Service, all of Participant's Base Earn-Out RSUs and Forfeiture Pool Units that are Service Unvested as of the date of such termination of Service will not vest and the underlying Shares will be added to the Forfeiture Pool.

(ii) Triggering Event Requirement. The Triggering Event Requirement will be satisfied for Participant's Base Earn-Out RSUs as follows, in each case subject to Participant remaining in continuous Service through the event described in clause (1), (2) or (3) set forth below (each such event, the applicable "**Triggering Event**"):

(1) the Triggering Event Requirement will be satisfied for the Tier I Base Earn-Out RSUs upon the earlier of the achievement of Triggering Event I and the occurrence of an Acceleration Event as described in clause (d) below;

(2) the Triggering Event Requirement will be satisfied for the Tier II Base Earn-Out RSUs upon the earlier of the achievement of Triggering Event II and the occurrence of an Acceleration Event as described in clause (d) below; and

(3) the Triggering Event Requirement will be satisfied for the Tier III Base Earn-Out RSUs upon the earlier of the achievement of Triggering Event III and the occurrence of an Acceleration Event as described in clause (d) below;

The applicable Triggering Event must occur, if at all, on or before the last day of the Earn-Out Period in order for the applicable Base Earn-Out RSUs to satisfy the Triggering Event Requirement, and any Base Earn-Out RSUs that have not satisfied the Triggering Event Requirement as of the last day of the Earn-Out Period will be forfeited (and, for clarity, will not be added to the Forfeiture Pool).

If Participant is not in continuous Service as of the occurrence of the applicable Triggering Event for Base Earn-Out RSUs, then such Base Earn-Out RSUs will not vest and the Shares underlying such Base Earn-Out RSUs will be added to the Forfeiture Pool to the extent they have not already been added to the Forfeiture Pool as a result of Participant's termination of Service. For clarity, Shares will only be added to the Forfeiture Pool once, even if such Shares are required to be added to the Forfeiture Pool pursuant to clause (a)(i) and this clause (a)(ii).

(b) Vesting of Base Earn-Out RSUs Upon and After Applicable Triggering Event.

(i) Upon a Triggering Event. If Participant remains in continuous Service as of the occurrence of the applicable Triggering Event for Base Earn-Out RSUs, then such Base Earn-Out RSUs that are Service Vested as of the occurrence of such Triggering Event will vest upon the occurrence of such Triggering Event.

(ii) After a Triggering Event. No Base Earn-Out RSUs that are Service Unvested as the occurrence of a Triggering Event will vest upon the occurrence of such Triggering Event. Instead, if Participant remains in continuous Service as of the occurrence of the applicable Triggering Event for Base Earn-Out RSUs, then such Base Earn-Out RSUs that are Service Unvested as of the occurrence of such Triggering Event will vest after such Triggering Event only to the extent the Service Requirement for such Base Earn-Out RSUs is satisfied as provided in clause (a)(i) (each subsequent Service Vesting Date, a "**Subsequent Vesting Event**").

(c) Vesting of Forfeiture Pool Units Upon and After Forfeiture Pool Vesting Date.

(i) On a Forfeiture Pool Vesting Date. If Participant remains in continuing Service as of a Forfeiture Pool Vesting Date, then Participant's Forfeiture Pool Units that are Service Vested as of such Forfeiture Pool Vesting Date will vest on such Forfeiture Pool Vesting Date.

(ii) After a Forfeiture Pool Vesting Date. None of the Forfeiture Pool Units that are Service Unvested on a Forfeiture Pool Vesting Date will vest on such Forfeiture Pool Vesting Date. Instead, if a Participant remains in continuous Service as of a Forfeiture Pool Vesting Date, then Participant's Forfeiture Pool Units that are Service Unvested as such Forfeiture Pool Vesting Date will vest after such Forfeiture Pool Vesting Date on the Subsequent Vesting Events only to the extent the Service Requirement is satisfied as provided in clause (a)(i) at the time of such Subsequent Vesting Events.

(d) Acceleration Event; Change of Control. If there is an Acceleration Event during the Earn-Out Period with respect to a Triggering Event, then such Triggering Event will be deemed to have occurred as of immediately prior to the consummation of such Acceleration Event. If there is a Change of Control (whether during or following the Earn-Out Period and regardless of whether such Change in Control constitutes an Acceleration Event), such Change of Control will have the same effect on the Participant's Base Earn-Out RSUs and Forfeiture Pool Units as a Corporate Transaction within the meaning of the Plan (and the Participant's Base Earn-Out RSUs and Forfeiture Pool Units will be subject to term and conditions identical to those of Section 21 of the Plan).

[*To include for any Earn-Out RSUs granted with respect to options that have single-trigger accelerated vesting*: In addition, 100% of Participant's Base Earn-Out RSUs and Forfeiture Pool Units will be deemed to have satisfied the Service Requirement as of the consummation of a Change in Control.]

[*To include for any Earn-Out RSUs granted with respect to options that have double-trigger accelerated vesting:* In addition, if the acquiring entity in a Change in Control refuses to assume, convert, replace or substitute Participant's Base Earn-Out RSUs and/or Forfeiture Pool Units as set forth in Section 21 of the Plan, then 100% of Participant's Base Earn-Out RSUs and Forfeiture Pool Units, as applicable, will be deemed to have satisfied the Service Requirement as of the consummation of such Change in Control. If Participant's Service is terminated by the Company without Cause (as defined below) or as the result of Participant's resignation for Good Reason (as defined below), in each case during the period: (i) commencing on the later of (a) three (3) months before the effective date of the Change in Control and (b) the date on which the Company commences its engagement with the applicable counterparty to pursue the transaction that will constitute the Change in Control if such transaction is consummated and (ii) ending twelve (12) months after the effective date of the Corporate Transaction (such period, the "**Protected Period**" and such a termination in during the Protected Period, a "**Protected Period Termination**"), then 100% of Participant's Base Earn-Out RSUs and Forfeiture Pool Units, as applicable, will be deemed to have satisfied the Service Requirement as of immediately prior to the later of the date of such Protected Period Termination or the effective date of such Change in Control.

"**Cause**" means that such termination is for "Cause" as such term (or word of like import) is defined in a then-effective written employment agreement between Participant and the Company

or one of its subsidiaries, or the acquiring entity in a Change in Control, or in the absence of such written employment agreement and definition, has the meaning assigned thereto in the Plan.

"**Good Reason**" means that such termination is for "Good Reason" as such term (or word of like import) is defined in a then-effective written employment agreement between Participant and the Company or one of its subsidiaries, or the acquiring entity in a Change in Control, or in the absence of such written employment agreement and definition, means the occurrence after a Change in Control or any of the following events or conditions during the Protected Period unless consented to by Participant (and Participant will be deemed to have consented to any such event or condition unless Participant provides written notice of Participant's non-acquiescence within thirty (30) days of the effective time of such event or condition):

(i) a change in Participant's responsibilities or authority which represents a material diminution in the Participant's responsibilities or authority as in effect immediately preceding the consummation of a Change in Control;

(ii) a reduction in Participant's base salary or annual bonus opportunity to a level below that in effect at any time within six (6) months preceding the consummation of a Change in Control or at any time thereafter;

(iii) requiring Participant to be based at any place outside a 50 mile radius from Participant's job location prior to the Change in Control, except for reasonably required travel on business which is not materially greater than such travel requirements prior to the Change in Control;

A termination will be considered to be for Good Reason only if Participant delivers to the Company, within thirty (30) days following an event constituting Good Reason, a written notice of intended resignation for Good Reason setting forth in reasonable detail the facts and circumstances claimed by Participant to provide a basis for the termination for Good Reason, and the Company has not cured such grounds for Good Reason within thirty (30) days following receipt of such notice. A termination of Participant's employment by the Company that occurs at the closing of a Change in Control in which the acquiring entity offers Participant continued employment on terms that would not constitute Good Reason will not be considered to be a Protected Period Termination.]

Settlement: Earn-Out RSUs that vest upon the occurrence of the applicable Triggering Event will be settled no later than March 15 of the calendar year following the calendar year in which the applicable Triggering Event occurs. Forfeiture Pool Units that vest on a Forfeiture Pool Vesting Date will be settled no later than March 15 of the calendar year following the calendar year in which such Forfeiture Pool Vesting Date occurs. Base Earn-Out RSUs and Forfeiture Pool Units that vest upon a Subsequent Vesting Event will be settled no later than March 15 of the calendar year following the calendar year in which such Subsequent Vesting Event occurs. Settlement means the delivery of the Shares underlying the vested portion of a Base Earn-Out RSU or Forfeiture Pool Unit. Such settlement will occur whether or not Participant remains in continuous Service at the time of settlement, but there will be no settlement of unvested Base Earn-Out RSUs or Forfeiture Pool Units. No fractional Base Earn-Out RSUs, Forfeiture Pool Units or rights for fractional Shares will be created pursuant to this Notice of Grant or the Earn-Out RSU Agreement.

Participant understands that Participant's Service with the Company is for an unspecified duration, can be terminated at any time (i.e., is "at-will") and that nothing in this Notice of Grant or the Earn-Out RSU Agreement changes the at-will nature of that relationship (provided that this sentence does not alter the terms of any written employment agreement Participant may have with the Company). Participant acknowledges that the vesting of the Base Earn-Out RSUs pursuant to this Notice of Grant is conditioned on the occurrence of an Triggering Event or a Subsequent Vesting Event, and that the vesting of Participant's Forfeiture Pool Units pursuant to this Notice of Grant is conditioned upon a Forfeiture Pool Vesting Date or a Subsequent Vesting Event . Participant also understands that this Notice of Grant is subject to the terms and conditions of the Earn-Out RSU Agreement and are governed by term and conditions identical to those of the Plan, each of which is incorporated herein by reference. Participant has read the Earn-Out RSU Agreement and the Plan.

By Participant's acceptance hereof (whether written, electronic or otherwise), Participant agrees, to the fullest extent permitted by law, that in lieu of receiving documents in paper format, Participant accepts the electronic delivery of any documents the Company, or any third party involved in administering the Earn-Out RSUs which the Company may designate, may deliver in connection with this grant (including the Notice of Grant, the Earn-Out RSU Agreement, account statements or other communications or information) whether via the Company's intranet or the internet site of another third party or via email, or other means of electronic delivery specified by the Company.

By Participant's and the Company's acceptance hereof (in each case, whether written, electronic or otherwise), Participant and the Company agree that the Earn-Out RSUs are granted under and governed by the terms and conditions of this Notice of Grant and the Earn-Out RSU Agreement, and are governed by term and conditions identical to those of the Plan.

PARTICIPANT		**SEMA4 HOLDINGS CORP.**	
Signature:	_____	By:	_____
Print Name:	_____	Its:	_____

ANNEX A

EARN-OUT RESTRICTED SHARE UNIT AGREEMENT

Participant has been granted Earn-Out RSUs subject to the terms, restrictions and conditions of the Notice of Earn-Out Restricted Share Unit Award (the "**Notice of Grant**") and this Earn-Out Restricted Share Unit Agreement (this "**Agreement**").

1. Non-Plan Grant. The Earn-Out RSUs are granted to you as a stand-alone award, separate and apart from, and outside of, the Sema4 Holdings Corp. 2021 Equity Incentive Plan (the "**Plan**"), and will not constitute an award granted under or pursuant to the Plan. However, except as otherwise expressly stated herein, the Earn-Out RSUs are governed by terms and conditions identical to those of the Plan, which are incorporated herein by reference. In the event of any conflict between the terms and condition of this Notice of Grant and the Earn-Out RSU Agreement, on the one hand, and the Plan, on the other hand, this Notice of Grant and the Earn-Out RSU Agreement will govern. Capitalized terms used and not otherwise defined in the Notice of Grant or herein will have the meanings set forth in the Plan.

2. No Stockholder Rights. Unless and until such time as Shares are issued in settlement of vested Earn-Out RSUs, Participant will have no ownership of the Shares underlying the Earn-Out RSUs and will have no right to dividends or to vote such Shares.

3. Dividend Equivalents. Dividend equivalents, if any (whether in cash or Shares), will not be credited to Participant in respect of Participant's Earn-Out RSUs.

4. No Transfer. The Earn-Out RSUs and any interest therein will not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of in any manner, other than by will or by the laws of descent and distribution or court order or unless otherwise permitted by the Committee on a case-by-case basis. By signing this Agreement, Participant agrees not to sell any Shares acquired pursuant to this Agreement at a time when applicable laws, regulations or Company or underwriter trading policies prohibit sale. This restriction will apply so long as Participant remains in Service.

5. Termination. If Participant's Service terminates for any reason, all unvested Earn-Out RSUs will be forfeited, and all of Participant's rights to such Earn-Out RSUs will immediately terminate without payment of any consideration to Participant. In case of any dispute as to whether and when a termination of Service has occurred, the Committee will have sole discretion to determine whether such termination of Service has occurred and the effective date of such termination (including whether Participant may still be considered to be actively providing Services while on a leave of absence).

6. Taxes

(a) Tax Consequences. PARTICIPANT SHOULD CONSULT A TAX ADVISER BEFORE ACQUIRING THE SHARES IN THE JURISDICTION IN WHICH PARTICIPANT IS SUBJECT TO TAX. Shares will not be issued under this Agreement unless Participant makes arrangements acceptable to the Company to pay any withholding taxes that may be due as a result of the acquisition or vesting of Shares.

(b) Responsibility for Taxes. Regardless of any action the Company or, if different, Participant's employer (the "**Employer**") takes with respect to any or all income tax, social insurance, payroll tax, fringe benefits tax, payment on account and other tax-related items related to Participant's Earn-Out RSUs and legally applicable to Participant ("**Tax-Related Items**"), Participant acknowledges that the ultimate liability

for all Tax-Related Items is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Earn-Out RSUs, including the grant of the Earn-Out RSUs, the issuance of the Shares subject to the Earn-Out RSUs, the vesting of such Shares, the subsequent sale of such Shares and the receipt of any dividends; and (b) do not commit to and are under no obligation to structure the terms of the Earn-Out RSUs to reduce or eliminate Participant's liability for Tax-Related Items or to achieve any particular tax result. Participant acknowledges that if Participant is subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

The Company will only recognize Participant as a record holder of the Shares subject to the Earn-Out RSUs if Participant has paid or made, prior to any relevant taxable or tax withholding event, as applicable, adequate arrangements satisfactory to the Company and/or the Employer to satisfy any withholding obligation the Company and/or the Employer may have for Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, and their respective agents, at their discretion, to withhold all applicable Tax-Related Items from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer or by withholding from proceeds of the sale of the Shares subject to the Earn-Out RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf and Participant hereby authorizes such sale pursuant to this authorization). The Committee may also authorize one or a combination of the following methods to satisfy Tax-Related Items: (a) payment by Participant to the Company or the Employer of an amount equal to the Tax-Related Items in cash, (b) having the Company withhold Shares subject to the Earn-Out RSUs that would otherwise be issued to Participant when they vest having a value equal to the Tax-Related Items to be withheld, (c) delivering to the Company already-owned Shares having a value equal to the Tax-Related Items to be withheld, or (d) any other arrangement approved by the Company and permissible under applicable law; in all cases, under such rules as may be established by the Committee and in compliance with the Company's insider trading policy and 10b5-1 trading plan policy, if applicable; *provided*, *however*, that if Participant is a Section 16 officer of the Company under the Exchange Act, then the method of withholding will be a mandatory sale (unless the Committee will establish an alternate method prior to the taxable or withholding event). Participant will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of Participant's participation in the Plan or the issuance of Shares subject to the Earn-Out RSUs or vesting thereof that cannot be satisfied by the means previously described.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including up to the maximum applicable rate in which case Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the Shares subject to the Earn-Out RSU that would otherwise be released when they vest. If the obligation for Tax-Related Items is satisfied by withholding in Shares that would otherwise be subject to release when they vest, for tax purposes, Participant is deemed to have been issued the full number of such Shares, notwithstanding that a number of the such Shares are held back solely for the purpose of paying the Tax-Related Items. Finally, Participant acknowledges that the Company has no obligation to deliver Shares subject to the Earn-Out RSUs to Participant until Participant has satisfied the obligations in connection with the Tax-Related Items as described in this Section.

(c) Section 409A. For purposes of this Agreement, a termination of employment will be determined consistent with the rules relating to a "separation from service" as defined in Section 409A of the Code and the regulations thereunder ("***Section 409A***"). Notwithstanding anything else provided herein, to the

extent any payments provided under this Agreement in connection with Participant's termination of employment constitute deferred compensation subject to Section 409A, and Participant is deemed at the time of such termination of employment to be a "specified employee" under Section 409A, then the payment will not be made or commence until the earlier of (i) the expiration of the six-month period measured from Participant's separation from service from the Company or (ii) the date of Participant's death following a separation from service; *provided*, *however*, that such deferral will only be effected to the extent required to avoid adverse tax treatment to Participant including, without limitation, the additional tax for which Participant would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. The first payment thereof will include a catch-up payment covering the amount that would have otherwise been paid during the period between Participant's termination of employment and the first payment date but for the application of this provision, and the balance of the installments (if any) will be payable in accordance with their original schedule. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A, the provision will be read in such a manner so that all payments hereunder comply with Section 409A. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment will be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this section are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

7. Acknowledgement. The Company and Participant agree that the Earn-Out RSUs are granted under and governed by the Notice of Grant and this Agreement, and are governed by terms and conditions identical to those of the Plan, which is incorporated herein by reference. Participant (i) acknowledges receipt of a copy of each of the foregoing documents, (ii) represents that Participant has carefully read and is familiar with their provisions and (iii) hereby accepts the Earn-Out RSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice of Grant.

8. Entire Agreement; Enforcement of Rights; Severability. This Agreement, the Plan and the Notice of Grant constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement will not be construed as a waiver of any rights of such party. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

9. Stop Transfer Orders.

(a) Stop-Transfer Notices. Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" restrictions to its transfer agent, if any, and that if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(b) Refusal to Transfer. The Company will not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as the owner or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares will have been so transferred.

10. Compliance with Laws and Regulations. The issuance of Shares will be subject to and conditioned upon compliance by the Company and Participant (including any written representations, warranties and agreements as the Committee may request of Participant for compliance with applicable laws) with all applicable foreign and US state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Shares may be listed or quoted at the time of the issuance or transfer. Participant may not be issued any Shares if the issuance would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Shares may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any Shares will relieve the Company of any liability in respect of the failure to issue or sell the Shares.

11. No Rights as Employee, Director or Consultant. Nothing in this Agreement will affect in any manner whatsoever the right or power of the Company, or a Parent or Subsidiary of the Company, to terminate Participant's Service, for any reason, with or without cause.

12. Choice of Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to such state's conflict of laws rules.

13. Delivery of Documents and Notices. Any document relating to participating in the Plan and/or notice required or permitted hereunder will be given in writing and will be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery or deposit in the U.S. Post Office or foreign postal service, by registered or certified mail, with postage and fees prepaid, addressed to the other party at the e-mail address, if any, provided for Participant by the Company or at such other address as such party may designate in writing from time to time to the other party.

14. Award Subject to Company Clawback or Recoupment. To the extent permitted by applicable law, Earn-Out RSUs will be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or the Committee or required by law during the term of Participant's Service that is applicable to Participant. In addition to any other remedies available under such policy, applicable law may require the cancellation of Participant's Earn-Out RSUs (whether vested or unvested) and the recoupment of any gains realized with respect to Participant's Earn-Out RSUs.

BY ACCEPTING THIS AWARD OF EARN-OUT RSUS, PARTICIPANT AGREES TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

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SEMA4 HOLDINGS CORP.
2021 EMPLOYEE STOCK PURCHASE PLAN

1. PURPOSE. Sema4 Holdings Corp. adopted the Plan effective as of the Effective Date. The purpose of this Plan is to provide eligible employees of the Company and the Participating Corporations with a means of acquiring an equity interest in the Company, to enhance such employees' sense of participation in the affairs of the Company. Capitalized terms not defined elsewhere in the text are defined in Section 28.

2. ESTABLISHMENT OF PLAN. The Company proposes to grant rights to purchase shares of Common Stock to eligible employees of the Company and its Participating Corporations pursuant to this Plan. The Company intends this Plan to qualify as an "employee stock purchase plan" under Section 423 of the Code (including any amendments to or replacements of such Section), and this Plan shall be so construed, although the Company makes no undertaking or representation to maintain such qualification. Any term not expressly defined in this Plan but defined for purposes of Section 423 of the Code shall have the same definition herein. In addition, with regard to offers of options to purchase shares of Common Stock under the Plan to employees working for a Subsidiary or an Affiliate outside the United States, this Plan authorizes the grant of options under a Non-Section 423 Component that is not intended to meet Section 423 requirements, provided, to the extent necessary under Section 423 of the Code, the other terms and conditions of the Plan are met.

Subject to Section 14, a total of 4,804,011 shares of Common Stock are reserved for issuance under this Plan. In addition, on each January 1 of each of 2022 through 2031, the aggregate number of shares of Common Stock reserved for issuance under the Plan shall be increased automatically by the number of shares equal to one percent (1%) of the total number of shares of all classes of Common Stock issued and outstanding on the immediately preceding December 31 (rounded down to the nearest whole share); provided, that the Board or the Committee may in its sole discretion reduce the amount of the increase in any particular year. Subject to Section 14, no more than 48,040,110 shares of Common Stock may be issued over the term of this Plan. The number of shares initially reserved for issuance under this Plan and the maximum number of shares that may be issued under this Plan shall be subject to adjustments effected in accordance with Section 14. Any or all such shares may be granted under the Section 423 Component.

3. ADMINISTRATION. The Plan will be administered by the Committee. Subject to the provisions of this Plan and the limitations of Section 423 of the Code or any successor provision in the Code, all questions of interpretation or application of this Plan shall be determined by the Committee and its decisions shall be final and binding upon all eligible employees and Participants. The Committee will have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to determine eligibility, to designate the Participating Corporations, to determine whether Participating Corporations shall participate in the Section 423 Component or Non-Section 423 Component and to decide upon any and all claims filed under the Plan. Every finding, decision and determination made by the Committee will, to the full extent permitted by law, be final and binding upon all parties. Notwithstanding any provision to the contrary in this Plan, the Committee may adopt rules, sub-plans, and/or procedures relating to the operation and administration of the Plan designed to comply with local laws, regulations or customs or to achieve tax, securities law or other objectives for eligible employees outside of the United States. The Committee will have the authority to determine the Fair Market Value of the Common Stock (which determination shall be final, binding and conclusive for all purposes) in accordance with Section 8 below and to interpret Section 8 of the Plan in connection with circumstances that impact the Fair Market Value. Members of the Committee shall receive no compensation for their services in connection with the administration of this Plan, other than standard fees as established from

time to time by the Board for services rendered by Board members serving on Board committees. All expenses incurred in connection with the administration of this Plan shall be paid by the Company. For purposes of this Plan, the Committee may designate separate offerings under the Plan (the terms of which need not be identical) in which eligible employees of one or more Participating Corporations will participate, and the provisions of the Plan will separately apply to each such separate offering even if the dates of the applicable Offering Periods of each such offering are identical. To the extent permitted by Section 423 of the Code, the terms of each separate offering under the Plan need not be identical, provided that the rights and privileges established with respect to a particular offering are applied in an identical manner to all employees of every Participating Corporation whose employees are granted options under that particular offering. The Committee may establish rules to govern the terms of the Plan and the offering that will apply to Participants who transfer employment between the Company and Participating Corporations or between Participating Corporations, in accordance with requirements under Section 423 of the Code to the extent applicable.

4. ELIGIBILITY.

(a) Any employee of the Company or the Participating Corporations is eligible to participate in an Offering Period under this Plan, except that one or more of the following categories of employees may be excluded from coverage under the Plan by the Committee (other than where such exclusion is prohibited by applicable law):

(b) employees who do not meet eligibility requirements that the Committee may choose to impose (within the limits permitted by the Code);

(c) employees who are not employed by the Company or a Participating Corporation prior to the beginning of such Offering Period or prior to such other time period as specified by the Committee;

(d) employees who are customarily employed for twenty (20) or less hours per week;

(e) employees who are customarily employed for five (5) months or less in a calendar year;

(f) (i) employees who are "highly compensated employees" of the Company or any Participating Corporation (within the meaning of Section 414(q) of the Code), or (ii) any employees who are "highly compensated employees" with compensation above a specified level, who is an officer and/or is subject to the disclosure requirements of Section 16(a) of the Exchange Act;

(g) employees who are citizens or residents of a foreign jurisdiction (without regard to whether they are also a citizen of the United States or a resident alien (within the meaning of Section 7701(b)(1)(A) of the Code)) if either (i) such employee's participation is prohibited under the laws of the jurisdiction governing such employee, or (ii) compliance with the laws of the foreign jurisdiction would violate the requirements of Section 423 of the Code; and

(h) individuals who provide services to the Company or any of its Participating Corporations who are reclassified as common law employees for any reason except for federal income and employment tax purposes.

The foregoing notwithstanding, an individual shall not be eligible if his or her participation in the Plan is prohibited by the law of any country that has jurisdiction over him or her, if complying with the laws of

the applicable country would cause the Plan to violate Section 423 of the Code, or if he or she is subject to a collective bargaining agreement that does not provide for participation in the Plan.

(i) No employee who, together with any other person whose stock would be attributed to such employee pursuant to Section 424(d) of the Code, owns stock or holds options to purchase stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or its Parent or Subsidiary or who, as a result of being granted an option under this Plan with respect to such Offering Period, would own stock or hold options to purchase stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or its Parent or Subsidiary shall be granted an option to purchase Common Stock under the Plan. Notwithstanding the foregoing, the rules of Section 424(d) of the Code shall apply in determining share ownership and the extent to which shares held under outstanding equity awards are to be treated as owned by the employee.

5. OFFERING DATES.

(a) Each Offering Period of this Plan may be of up to twenty-seven (27) months duration and shall commence and end at the times designated by the Committee. Each Offering Period shall consist of one or more Purchase Periods during which Contributions made by Participants are accumulated under this Plan.

6. PARTICIPATION IN THIS PLAN.

(a) Any employee who is an eligible employee determined in accordance with Section 4 will be eligible to participate in this Plan, subject to the requirement of Section 6(b) hereof and the other terms and provisions of this Plan.

(b) A Participant may elect to participate in this Plan by submitting an enrollment agreement prior to the commencement of the Offering Period (on such date as the Committee may determine) to which such agreement relates.

(c) Once an employee becomes a Participant in an Offering Period, then such Participant will automatically participate in each subsequent Offering Period commencing immediately following the last day of the prior Offering Period unless the Participant withdraws or is deemed to withdraw from this Plan or terminates further participation in an Offering Period as set forth in Section 11 below. A Participant who is continuing participation pursuant to the preceding sentence is not required to file any additional enrollment agreement in order to continue participation in this Plan. A Participant who is not continuing participation pursuant to the preceding sentence is required to file an enrollment agreement prior to the commencement of the Offering Period (or such earlier date as the Committee may determine) to which such agreement relates.

7. GRANT OF OPTION ON ENROLLMENT. Becoming a Participant with respect to an Offering Period will constitute the grant (as of the Offering Date) by the Company to such Participant of an option to purchase on the Purchase Date up to that number of shares of Common Stock determined by a fraction, the numerator of which is the amount accumulated in such Participant's Contribution account during such Purchase Period and the denominator of which is the lower of (i) eighty-five percent (85%) of the Fair Market Value of a share of Common Stock on the Offering Date (but in no event less than the par value of a share of the Common Stock), or (ii) eighty-five percent (85%) of the Fair Market Value of a share of the Common Stock on the Purchase Date; provided, however, that the number of shares of Common Stock subject to any option granted pursuant to this Plan shall not exceed the lesser of (x) the maximum number of shares set by the Committee pursuant to Section 10(b) below with respect to

the applicable Purchase Date, or (y) the maximum number of shares which may be purchased pursuant to Section 10(a) below with respect to the applicable Purchase Date.

8. PURCHASE PRICE. The Purchase Price per share at which a share of Common Stock will be sold in any Offering Period shall be eighty-five percent (85%) of the lesser of:

(a) The Fair Market Value on the Offering Date; or

(b) The Fair Market Value on the Purchase Date.

9. PAYMENT OF PURCHASE PRICE; CONTRIBUTION CHANGES; SHARE ISSUANCES.

(a) The Purchase Price shall be accumulated by regular payroll deductions made during each Offering Period, unless the Committee determines that contributions may be made in another form (including but not limited to with respect to categories of Participants outside the United States that Contributions may be made in another form due to local legal requirements). The Contributions are made as a percentage of the Participant's Compensation in one percent (1%) increments not less than one percent (1%), nor greater than fifteen percent (15%) or such lower limit set by the Committee. "***Compensation***" shall mean base salary or regular hourly wages; however, the Committee shall have discretion to adopt a definition of Compensation from time to time of all cash compensation reported on the employee's Form W-2 or corresponding local country tax return, including without limitation base salary or regular hourly wages, bonuses, incentive compensation, commissions, overtime, shift premiums, pay during leaves of absence, and draws against commissions (or in foreign jurisdictions, equivalent cash compensation). For purposes of determining a Participant's Compensation, any election by such Participant to reduce his or her regular cash remuneration under Sections 125 or 401(k) of the Code (or in foreign jurisdictions, equivalent deductions) shall be treated as if the Participant did not make such election. Contributions shall commence on the first payday following the beginning of any Offering Period and shall continue to the end of the Offering Period unless sooner altered or terminated as provided in this Plan. Notwithstanding the foregoing, the terms of any sub-plan may permit matching shares without the payment of any purchase price.

(b) A Participant may decrease the rate of Contributions during an Offering Period by filing with the Company or a third party designated by the Company a new authorization for Contributions, with the new rate to become effective no later than the second payroll period commencing after the Company's receipt of the authorization and continuing for the remainder of the Offering Period unless changed as described below. A decrease in the rate of Contributions may be made once during an Offering Period or more frequently under rules determined by the Committee. A Participant may increase or decrease the rate of Contributions for any subsequent Offering Period by filing with the Company or a third party designated by the Company a new authorization for Contributions prior to the beginning of such Offering Period, or such other time period as specified by the Committee.

(c) A Participant may reduce his or her Contribution percentage to zero during an Offering Period by filing with the Company or a third party designated by the Company a request for cessation of Contributions. Such reduction shall be effective beginning no later than the second payroll period after the Company's receipt of the request and no further Contributions will be made for the duration of the Offering Period. Contributions credited to the Participant's account prior to the effective date of the request shall be used to purchase shares of Common Stock in accordance with Subsection (e) below. A reduction of the Contribution percentage to zero shall be treated as such Participant's withdrawal from such Offering Period and the Plan, effective as of the day after the next Purchase Date following the filing date of such request with the Company.

(d) All Contributions made for a Participant are credited to his or her book account under this Plan and are deposited with the general funds of the Company, except to the extent local legal restrictions outside the United States require segregation of such Contributions. No interest accrues on the Contributions, except to the extent required due to local legal requirements. All Contributions received or held by the Company may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such Contributions, except to the extent necessary to comply with local legal requirements outside the United States.

(e) On each Purchase Date, so long as this Plan remains in effect and provided that the Participant has not submitted a signed and completed withdrawal form before that date which notifies the Company that the Participant wishes to withdraw from that Offering Period under this Plan and have all Contributions accumulated in the account maintained on behalf of the Participant as of that date returned to the Participant, the Company shall apply the funds then in the Participant's account to the purchase of whole shares of Common Stock reserved under the option granted to such Participant with respect to the Offering Period to the extent that such option is exercisable on the Purchase Date. The Purchase Price per share shall be as specified in Section 8 of this Plan. Any fractional share, as calculated under this Subsection (e), shall be rounded down to the next lower whole share, unless the Committee determines with respect to all Participants that any fractional share shall be credited as a fractional share. Any amount remaining in a Participant's account on a Purchase Date which is less than the amount necessary to purchase a full share of the Common Stock shall be carried forward without interest into the next Purchase Period; however, the Committee may from time to time provide that such amounts shall be refunded without interest (except to the extent necessary to comply with local legal requirements outside the United States). In the event that this Plan has been oversubscribed, all funds not used to purchase shares on the Purchase Date shall be returned to the Participant, without interest (except to the extent required due to local legal requirements outside the United States). No Common Stock shall be purchased on a Purchase Date on behalf of any employee whose participation in this Plan has terminated prior to such Purchase Date, except to the extent required due to local legal requirements outside the United States.

(f) As promptly as practicable after the Purchase Date, the Company shall issue shares for the Participant's benefit representing the shares purchased upon exercise of his or her option.

(g) During a Participant's lifetime, his or her option to purchase shares hereunder is exercisable only by him or her. The Participant will have no interest or voting right in shares covered by his or her option until such option has been exercised.

(h) To the extent required by applicable federal, state, local or foreign law, a Participant shall make arrangements satisfactory to the Company and the Participating Corporation employing the Participant for the satisfaction of any withholding tax obligations that arise in connection with the Plan. The Company or any Subsidiary or Affiliate, as applicable, may withhold, by any method permissible under the applicable law, the amount necessary for the Company or Subsidiary or Affiliate, as applicable, to meet applicable withholding obligations, including any withholding required to make available to the Company or Subsidiary or Affiliate, as applicable, any tax deductions or benefits attributable to the sale or early disposition of shares of Common Stock by a Participant. The Company shall not be required to issue any shares of Common Stock under the Plan until such obligations are satisfied.

10. LIMITATIONS ON SHARES TO BE PURCHASED.

(a) Any other provision of the Plan notwithstanding, no Participant shall purchase Common Stock with a Fair Market Value in excess of the following limit:

(i) In the case of Common Stock purchased during an Offering Period that commenced in the current calendar year, the limit shall be equal to (A) $25,000 minus (B) the Fair Market Value of the Common Stock that the Participant previously purchased in the current calendar year (under this Plan and all other employee stock purchase plans of the Company or any Parent or Subsidiary).

(ii) In the case of Common Stock purchased during an Offering Period that commenced in the immediately preceding calendar year, the limit shall be equal to (A) $50,000 minus (B) the Fair Market Value of the Common Stock that the Participant previously purchased (under this Plan and all other employee stock purchase plans of the Company or any Parent or Subsidiary) in the current calendar year and in the immediately preceding calendar year.

For purposes of this Subsection (a), the Fair Market Value of Common Stock shall be determined in each case as of the beginning of the Offering Period in which such Common Stock is purchased. Employee stock purchase plans not described in Section 423 of the Code shall be disregarded. If a Participant is precluded by this Subsection (a) from purchasing additional Common Stock under the Plan, then his or her Contributions shall automatically be discontinued and shall automatically resume at the beginning of the earliest Purchase Period that will end in the next calendar year (if he or she then is an eligible employee), provided that when the Company automatically resumes such Contributions, the Company must apply the rate in effect immediately prior to such suspension.

(b) In no event shall a Participant be permitted to purchase more than 2,500 shares on any one Purchase Date or such lesser number as the Committee shall determine. If a lower limit is set under this Subsection (b), then all Participants will be notified of such limit prior to the commencement of the next Offering Period for which it is to be effective.

(c) If the number of shares to be purchased on a Purchase Date by all Participants exceeds the number of shares then available for issuance under this Plan, then the Company will make a pro rata allocation of the remaining shares in as uniform a manner as shall be reasonably practicable and as the Committee shall determine to be equitable. In such event, the Company will give notice of such reduction of the number of shares to be purchased under a Participant's option to each Participant affected.

(d) Any Contributions accumulated in a Participant's account which are not used to purchase stock due to the limitations in this Section 10, and not covered by Section 9(e), shall be returned to the Participant as soon as practicable after the end of the applicable Purchase Period, without interest (except to the extent required due to local legal requirements outside the United States).

11. WITHDRAWAL.

(a) Each Participant may withdraw from an Offering Period under this Plan pursuant to a method specified for such purpose by the Company. Such withdrawal may be elected at any time prior to the end of an Offering Period, or such other time period as specified by the Committee.

(b) Upon withdrawal from this Plan, the accumulated Contributions shall be returned to the withdrawn Participant, without interest (except to the extent required due to local legal requirements outside the United States), and his or her interest in this Plan shall terminate. In the event a Participant voluntarily elects to withdraw from this Plan, he or she may not resume his or her participation

in this Plan during the same Offering Period, but he or she may participate in any Offering Period under this Plan which commences on a date subsequent to such withdrawal by filing a new authorization for Contributions in the same manner as set forth in Section 6 above for initial participation in this Plan.

(c) To the extent applicable, if the Fair Market Value on the first day of the current Offering Period in which a participant is enrolled is higher than the Fair Market Value on the first day of any subsequent Offering Period, the Company will automatically enroll such participant in the subsequent Offering Period. Any funds accumulated in a Participant's account prior to the first day of such subsequent Offering Period will be applied to the purchase of shares on the Purchase Date immediately prior to the first day of such subsequent Offering Period, if any.

12. TERMINATION OF EMPLOYMENT. Termination of a Participant's employment for any reason, including retirement, death, disability, or the failure of a Participant to remain an eligible employee of the Company or of a Participating Corporation, immediately terminates his or her participation in this Plan (except as required due to local legal requirements outside the United States). In such event, accumulated Contributions credited to the Participant's account will be returned to him or her or, in the case of his or her death, to his or her legal representative, without interest (except to the extent required due to local legal requirements outside the United States). For purposes of this Section 12, an employee will not be deemed to have terminated employment or failed to remain in the continuous employ of the Company or of a Participating Corporation in the case of sick leave, military leave, or any other leave of absence approved by the Company; provided that such leave is for a period of not more than ninety (90) days or reemployment upon the expiration of such leave is guaranteed by contract or statute. The Company will have sole discretion to determine whether a Participant has terminated employment and the effective date on which the Participant terminated employment, regardless of any notice period or garden leave required under local law.

13. RETURN OF CONTRIBUTIONS. In the event a Participant's interest in this Plan is terminated by withdrawal, termination of employment or otherwise, or in the event this Plan is terminated by the Board, the Company shall deliver to the Participant all accumulated Contributions credited to such Participant's account. No interest shall accrue on the Contributions of a Participant in this Plan (except to the extent required due to local legal requirements outside the United States).

14. CAPITAL CHANGES. If the number or class of outstanding shares is changed by a stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company, without consideration, then the Committee shall adjust the number and class of Common Stock that may be delivered under the Plan, the Purchase Price per share and the number of shares of Common Stock covered by each option under the Plan which has not yet been exercised, and the numerical limits of Section 2 shall be proportionately adjusted, subject to any required action by the Board or the stockholders of the Company and in compliance with the applicable securities laws; provided that fractions of a share will not be issued.

15. NONASSIGNABILITY. Neither Contributions credited to a Participant's account nor any rights with regard to the exercise of an option or to receive shares under this Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution or as provided in Section 22 below) by the Participant. Any such attempt at assignment, transfer, pledge or other disposition shall be void and without effect.

16. USE OF PARTICIPANT FUNDS AND REPORTS. The Company may use all Contributions received or held by it under the Plan for any corporate purpose, and the Company will not be required to segregate Participant Contributions (except to the extent required due to local legal requirements outside the United States). Until shares are issued, Participants will only have the rights of

an unsecured creditor unless otherwise required under local law. Each Participant shall receive, or have access to, promptly after the end of each Purchase Period a report of his or her account setting forth the total Contributions accumulated, the number of shares purchased, the per share price thereof and the remaining cash balance, if any, carried forward to the next Purchase Period or Offering Period, as the case may be.

17. NOTICE OF DISPOSITION. Each U.S. taxpayer Participant shall notify the Company in writing if the Participant disposes of any of the shares purchased in any Offering Period pursuant to this Plan if such disposition occurs within two (2) years from the Offering Date or within one (1) year from the Purchase Date on which such shares were purchased (the "***Notice Period***"). The Company may, at any time during the Notice Period, place a legend or legends on any certificate representing shares acquired pursuant to this Plan requesting the Company's transfer agent to notify the Company of any transfer of the shares. The obligation of the Participant to provide such notice shall continue notwithstanding the placement of any such legend on the certificates.

18. NO RIGHTS TO CONTINUED EMPLOYMENT. Neither this Plan nor the grant of any option hereunder shall confer any right on any employee to remain in the employ of the Company or any Participating Corporation or restrict the right of the Company or any Participating Corporation to terminate such employee's employment.

19. EQUAL RIGHTS AND PRIVILEGES. All eligible employees granted an option under the Section 423 Component of this Plan shall have equal rights and privileges with respect to this Plan or within any separate offering under the Plan so that this Plan qualifies as an "employee stock purchase plan" within the meaning of Section 423 or any successor provision of the Code and the related regulations. Any provision of this Plan which is inconsistent with Section 423 or any successor provision of the Code, without further act or amendment by the Company, the Committee or the Board, shall be reformed to comply with the requirements of Section 423. This Section 19 shall take precedence over all other provisions in this Plan.

20. NOTICES. All notices or other communications by a Participant to the Company under or in connection with this Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

21. TERM; STOCKHOLDER APPROVAL. This Plan will become effective on the Effective Date. This Plan shall be approved by the stockholders of the Company, in any manner permitted by applicable corporate law, within twelve (12) months before or after the date this Plan is adopted by the Board. No purchase of shares that are subject to such stockholder approval before becoming available under this Plan shall occur prior to stockholder approval of such shares and the Board or Committee may delay any Purchase Date and postpone the commencement of any Offering Period subsequent to such Purchase Date as deemed necessary or desirable to obtain such approval (provided that if a Purchase Date would occur more than six (6) months after commencement of the Offering Period to which it relates, then such Purchase Date shall not occur and instead such Offering Period shall terminate without the purchase of such shares and Participants in such Offering Period shall be refunded their Contributions without interest). This Plan shall continue until the earlier to occur of (a) termination of this Plan by the Board (which termination may be effected by the Board at any time pursuant to Section 25 below), (b) issuance of all of the shares of Common Stock reserved for issuance under this Plan, or (c) the tenth anniversary of the Effective Date.

22. DESIGNATION OF BENEFICIARY.

(a) If authorized by the Committee, a Participant may file a written designation of a beneficiary who is to receive any cash from the Participant's account under this Plan in the event of such Participant's death prior to a Purchase Date. Such form shall be valid only if it was filed with the Company at the prescribed location before the Participant's death.

(b) If authorized by the Company, such designation of beneficiary may be changed by the Participant at any time by written notice filed with the Company at the prescribed location before the Participant's death. If no such beneficiary has been designated (to the knowledge of the Company), then, in the event of the death of a Participant the Company, in its discretion, may deliver such cash to the Participant's estate or legal heirs, or if no such estate or legal heirs are known to the Company, then to the Participant's spouse or, if no estate, legal heir, or spouse is known to the Company, then to any one or more dependents or relatives of the Participant, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

23. CONDITIONS UPON ISSUANCE OF SHARES; LIMITATION ON SALE OF SHARES. Shares shall not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares pursuant thereto shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the U.S. Securities Act of 1933, as amended, the Exchange Act, the rules and regulations promulgated thereunder, and the requirements of any stock exchange or automated quotation system upon which the shares may then be listed, exchange control restrictions and/or securities law restrictions outside the United States, and shall be further subject to the approval of counsel for the Company with respect to such compliance. Shares may be held in trust or subject to further restrictions as permitted by any subplan.

24. APPLICABLE LAW. The Plan shall be governed by the substantive laws (excluding the conflict of laws rules) of the State of Delaware.

25. AMENDMENT OR TERMINATION. The Committee, in its sole discretion, may amend, suspend or terminate the Plan, or any part thereof, at any time and for any reason. Unless otherwise required by applicable law, if the Plan is terminated, the Committee, in its discretion, may elect to terminate all outstanding Offering Periods either immediately or upon completion of the purchase of shares of Common Stock on the next Purchase Date (which may be sooner than originally scheduled, if determined by the Committee in its discretion), or may elect to permit Offering Periods to expire in accordance with their terms (and subject to any adjustment pursuant to Section 14). If an Offering Period is terminated prior to its previously-scheduled expiration, all amounts then credited to Participants' accounts for such Offering Period, which have not been used to purchase shares of Common Stock, shall be returned to those Participants (without interest thereon, except as otherwise required under local laws) as soon as administratively practicable. Further, the Committee will be entitled to change the Purchase Periods and Offering Periods, limit the frequency and/or number of changes in the amount contributed during an Offering Period, establish the exchange ratio applicable to amounts contributed in a currency other than U.S. dollars, permit payroll withholding in excess of the amount designated by a Participant in order to adjust for delays or mistakes in the administration of the Plan, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each Participant properly correspond with amounts contributed from the Participant's base salary and other eligible compensation, and establish such other limitations or procedures as the Committee determines in its sole discretion advisable which are consistent with the Plan. Such actions will not require stockholder approval or the consent of any Participants. However, no amendment shall be made without approval of the stockholders of the Company (obtained in accordance

with Section 21 above) within twelve (12) months of the adoption of such amendment (or earlier if required by Section 21) if such amendment would: (a) increase the number of shares that may be issued under this Plan; or (b) change the designation of the employees (or class of employees) eligible for participation in this Plan. In addition, in the event the Board or Committee determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Board or Committee may, in its discretion and, to the extent necessary or desirable, modify, amend or terminate the Plan to reduce or eliminate such accounting consequences including, but not limited to: (i) amending the definition of compensation, including with respect to an Offering Period underway at the time; (ii) altering the Purchase Price for any Offering Period including an Offering Period underway at the time of the change in Purchase Price; (iii) shortening any Offering Period by setting a Purchase Date, including an Offering Period underway at the time of the Committee's action; (iv) reducing the maximum percentage of Compensation a participant may elect to set aside as Contributions; and (v) reducing the maximum number of shares a Participant may purchase during any Offering Period. Such modifications or amendments will not require approval of the stockholders of the Company or the consent of any Participants.

26. CORPORATE TRANSACTIONS. In the event of a Corporate Transaction, the Offering Period for each outstanding right to purchase Common Stock will be shortened by setting a new Purchase Date and will end on the new Purchase Date. The new Purchase Date shall occur on or prior to the consummation of the Corporate Transaction, as determined by the Board or Committee, and the Plan shall terminate on the consummation of the Corporate Transaction.

27. CODE SECTION 409A; TAX QUALIFICATION.

(a) Options granted under the Plan generally are exempt from the application of Section 409A of the Code. However, options granted to U.S. taxpayers which are not intended to meet the Code Section 423 requirements are intended to be exempt from the application of Section 409A of the Code under the short-term deferral exception and any ambiguities shall be construed and interpreted in accordance with such intent. Subject to Subsection (b), options granted to U.S. taxpayers outside of the Code Section 423 requirements shall be subject to such terms and conditions that will permit such options to satisfy the requirements of the short-term deferral exception available under Section 409A of the Code, including the requirement that the shares of Common Stock subject to an option be delivered within the short-term deferral period. Subject to Subsection (b), in the case of a Participant who would otherwise be subject to Section 409A of the Code, to the extent the Committee determines that an option or the exercise, payment, settlement or deferral thereof is subject to Section 409A of the Code, the option shall be granted, exercised, paid, settled or deferred in a manner that will comply with Section 409A of the Code, including Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date. Notwithstanding the foregoing, the Company shall have no liability to a Participant or any other party if the option that is intended to be exempt from or compliant with Section 409A of the Code is not so exempt or compliant or for any action taken by the Committee with respect thereto.

(b) Although the Company may endeavor to (i) qualify an option for favorable tax treatment under the laws of the United States or jurisdictions outside of the United States or (ii) avoid adverse tax treatment (*e.g.*, under Section 409A of the Code), the Company makes no representation to that effect and expressly disavows any covenant to maintain favorable or avoid unfavorable tax treatment, notwithstanding anything to the contrary in this Plan, including Subsection (a). The Company shall be unconstrained in its corporate activities without regard to the potential negative tax impact on Participants under the Plan.

28. DEFINITIONS.

(a) "***Affiliate***" means any entity, other than a Subsidiary or Parent, (i) that, directly or indirectly, is controlled by, controls or is under common control with, the Company and (ii) in which the Company has a significant equity interest, in either case as determined by the Committee, whether now or hereafter existing.

(b) "***Board***" shall mean the Board of Directors of the Company.

(c) "***Business Combination***" means the business combination effected pursuant to the Business Combination Agreement.

(d) "***Business Combination Agreement***" means the means the Agreement and Plan of Merger, by and among CM Life Sciences, Inc., Mount Sinai Genomics, Inc., and certain other parties thereto, dated as of February 9, 2021.

(e) "***Code***" shall mean the U.S. Internal Revenue Code of 1986, as amended.

(f) "***Committee***" shall mean the Compensation Committee of the Board that consists exclusively of one or more members of the Board appointed by the Board.

(g) "***Common Stock***" shall mean the common stock of the Company.

(h) "***Company***" shall mean Sema4 Holdings Corp.

(i) "***Contributions***" means payroll deductions taken from a Participant's Compensation and used to purchase shares of Common Stock under the Plan and, to the extent payroll deductions are not permitted by applicable laws (as determined by the Committee in its sole discretion) contributions by other means, provided, however, that allowing such other contributions does not jeopardize the qualification of the Plan as an "employee stock purchase plan" under Section 423 of the Plan.

(j) "***Corporate Transaction***" means the occurrence of any of the following events: (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities; or (ii) the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets; or (iii) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation.

(k) "***Effective Date***" shall mean the closing date of the Business Combination.

(l) "***Exchange Act***" means the U.S. Securities Exchange Act of 1934, as amended.

(m) "***Fair Market Value***" shall mean, as of any date, the value of a share of Common Stock determined as follows:

i. if such Common Stock is then quoted on the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market (collectively, the "***Nasdaq Market***"), its closing price on the Nasdaq Market on the date of determination, or if there are no sales for such date, then the last preceding business day on which there were sales, as reported in *The Wall Street Journal* or such other source as the Board or the Committee deems reliable;

ii. if such Common Stock is publicly traded and is then listed on a national securities exchange, its closing price on the date of determination on the principal national securities exchange on which the Common Stock is listed or admitted to trading as reported in *The Wall Street Journal* or such other source as the Board or the Committee deems reliable;

iii. if such Common Stock is publicly traded but is neither quoted on the Nasdaq Market nor listed or admitted to trading on a national securities exchange, the average of the closing bid and asked prices on the date of determination as reported in *The Wall Street Journal* or such other source as the Board or the Committee deems reliable; or

iv. if none of the foregoing is applicable, by the Board or the Committee in good faith.

(n) "***Non-Section 423 Component***" means the part of the Plan which is not intended to meet the requirements set forth in Section 423 of the Code.

(o) "***Notice Period***" shall mean within two (2) years from the Offering Date or within one (1) year from the Purchase Date on which such shares were purchased.

(p) "***Offering Date***" shall mean the first business day of each Offering Period.

(q) "***Offering Period***" shall mean a period with respect to which the right to purchase Common Stock may be granted under the Plan, as determined by the Committee pursuant to Section 5(a).

(r) "***Parent***" shall have the same meaning as "parent corporation" in Sections 424(e) and 424(f) of the Code.

(s) "***Participant***" shall mean an eligible employee who meets the eligibility requirements set forth in Section 4 and who elects to participate in this Plan pursuant to Section 6(b).

(t) "***Participating Corporation***" shall mean any Parent, Subsidiary or Affiliate that the Committee designates from time to time as eligible to participate in this Plan. For purposes of the Section 423 Component, only the Parent and Subsidiaries may be Participating Corporations, provided, however, that at any given time a Parent or Subsidiary that is a Participating Corporation under the Section 423 Component shall not be a Participating Corporation under the Non-Section 423 Component. The Committee may provide that any Participating Corporation shall only be eligible to participate in the Non-Section 423 Component.

(u) "***Plan***" shall mean this Sema4 Holdings Corp. 2021 Employee Stock Purchase Plan, as may be amended from time to time.

(v) "***Purchase Date***" shall mean the last business day of each Purchase Period.

(w) "***Purchase Period***" shall mean a period during which Contributions may be made toward the purchase of Common Stock under the Plan, as determined by the Committee pursuant to Section 5(b).

(x) "***Purchase Price***" shall mean the price at which Participants may purchase shares of Common Stock under the Plan, as determined pursuant to Section 8.

(y) "***Section 423 Component***" means the part of the Plan, which excludes the Non-Section 423 Component, pursuant to which options to purchase shares of Common Stock under the Plan that satisfy the requirements for "employee stock purchase plans" set forth in Section 423 of the Code may be granted to eligible employees.

(z) "***Subsidiary***" shall have the same meaning as "subsidiary corporation" in Sections 424(e) and 424(f) of the Code.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "***Agreement***"), dated as of the 21st day of July, 2021, by and between Mount Sinai Genomics, Inc. (the "***Corporation***"), and Eric Schadt, Ph.D. (the "***Executive***") amends and restates the employment agreement entered into between the Corporation and the Executive, dated June 1, 2017 as amended on August 2, 2019 and amended and restated as of June 10, 2021 (the "***Prior Agreement***").

W I T N E S S E T H :

WHEREAS, the Corporation has entered into an Agreement and Plan of Merger, dated February 2, 2021, with CM Life Sciences, Inc. ("***CMLS***") and the other parties named therein (as amended from time to time, the "***Merger Agreement***"), pursuant to which a wholly-owned subsidiary of CMLS will merge with and into the Corporation, with the Corporation surviving the merger as a wholly-owned subsidiary of CMLS (the "***Business Combination***").

WHEREAS, in connection with the closing of the Business Combination (the "***Closing***"), the name of the post-combination company will be changed to Sema4 Holdings Corp., and references herein to the Corporation shall be understood to refer to Sema4 Holdings Corp. following the Effective Time (as defined below), as the context requires;

WHEREAS, the Corporation wishes to set forth the terms and conditions of the Executive's employment, on terms and conditions mutually agreeable and beneficial to the Corporation and the Executive; and

WHEREAS, the Executive is willing to render services to the Corporation pursuant to the terms and conditions hereof;

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

1. POSITION AND DUTIES.

A. The Corporation shall continue to employ the Executive in the position of Chief Executive Officer ("***CEO***"), and the Executive hereby accepts such employment. The Executive shall be subject to the direction of and shall report directly to the board of directors of the Corporation (the "***Board***"). The Executive shall perform the duties assigned to him by the Corporation with fidelity and to the best of his ability. The Executive shall deal at all times in good faith with the Corporation.

B. This Agreement shall become effective upon the date on which the Closing occurs (the "***Effective Date***"). During the Term, the Executive will be employed 100 percent (100%) of his business time by the Corporation, other than 12 hours per week for which Executive will be employed by the Icahn School of Medicine at Mount Sinai ("***ISMMS***") pursuant to a separate employment agreement. The Executive shall be permitted to (i) devote attention during non-business hours to voluntary service with non-competitive not-for-profit charitable organizations and (ii) undertake activities permitted by Section 8.

C. The Executive's services shall be performed principally at the Corporation's Stamford, Connecticut headquarters, subject to travel from time to time as reasonably required in connection with the Executive's duties.

2. TERM.

This Agreement shall commence on the Effective Date, shall continue thereafter for a term of three (3) years and shall automatically renew for successive one (1) year terms unless earlier terminated in accordance with the terms hereof (such period from the date hereof until the termination date hereof, the "***Term***").

3. COMPENSATION.

In consideration for the Executive's services hereunder, the Executive shall receive the following compensation:

A. *Base Salary*. Beginning on the Effective Date and for the balance of the Term, the Corporation shall pay the Executive a base salary at a rate equal to $675,000 per annum (as adjusted from time to time in accordance with this Section 3.A, the "***Base Salary***"). The Executive's Base Salary shall be reviewed by the Board not less than annually and may be increased but not decreased. The Executive's Base Salary shall be subject to customary federal, state and local withholdings for income taxes, F.I.C.A. and similar charges. Throughout the Term, the Base Salary shall be payable in bi-weekly installments in arrears or in such other manner as the Corporation adopts as its payroll process for Corporation employees generally.

B. *Performance Bonus*. In addition to the Base Salary, the Executive shall be eligible to receive an annual performance bonus for each calendar year during the Term (the "***Performance Bonus***") with a target amount equal to one hundred percent (100%) of the Base Salary. The Performance Bonus for a calendar year shall be paid within the first ninety (90) days of the immediately following calendar year (subject to applicable federal, state and local tax withholdings). The amount of the Performance Bonus for any given calendar year (which may be greater than or less than the target amount, if actual performance is greater than or less than the performance goals) shall be determined by the Board based on the Board's determination of the extent of the achievement of performance goals for the Corporation and/or the Executive for such calendar year. The applicable performance goals (which are expected to be based on the Corporation's budget and strategic goals for such calendar year) will be mutually agreed upon by the Board and the Executive at or about the beginning of each calendar year. In the case of any such performance metric and other criteria that is not entirely objective, the determination of whether such performance metric or other criteria has been met shall lie in the reasonable discretion of the Board.

C. *Benefits*. During the Term, the Executive shall receive the package of employee benefits that the Corporation elects to make available to its most senior executive officers. In addition, the Executive shall receive four (4) weeks of vacation time per annum. The benefit package and the Executive's use of his vacation time shall be subject to the Corporation's policies.

D. *Business Expenses*. Subject to Section 3.E, the Executive shall be reimbursed for all reasonable and necessary business expenses incurred by him during the Term in connection with his employment.

E. *Conditions to Reimbursement of Expenses*. Reimbursement shall be based upon adherence to and submission by the Executive of expense statements and other documentation thereof required in accordance with the Corporation's expense reimbursement policies.

F. *Life Insurance*. Executive consents to and agrees to cooperate with the Corporation's obtaining of insurance on the Executive's life under a policy or policies owned by and for the benefit of the Corporation.

4. EQUITY-BASED COMPENSATION AWARD; LOCK-UP PERIOD.

A. As soon as practicable following the Closing and the Corporation's filing of a registration statement on Form S-8 with respect to the Sema4 Holdings Corp. 2021 Equity Incentive Plan to be adopted by CMLS in connection with the Business Combination (the "***New Plan***"), and subject to the approval of the Board, the Corporation shall grant the Executive an option under the New Plan to purchase a number of shares of common stock of Sema4 Holdings Corp. (the "***New Option***") equal to 1.4% of the total number of shares of common stock of Sema4 Holdings Corp. outstanding as of immediately following the Closing (the "***Share Number***"). The terms of the New Option shall be governed in all respects by the terms of the notice of grant and award agreement to be entered into in connection with such grant and the terms and conditions of the New Plan, except as otherwise expressly set forth in this Agreement.

B. The Executive hereby agrees that, during the nine-month period following the date on which the Closing occurs (the "***Lock-Up Period***"), he will not (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder, with respect to shares of common stock of Sema4 Holdings Corp., (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any shares of common stock of Sema4 Holdings Corp., in cash or otherwise, or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii). The Executive authorizes the Corporation during the Lock-Up Period to cause its transfer agent to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to shares of common stock of Sema4 Holdings Corp. for which the Executive is the record holder and, in the case of any shares of common stock of Sema4 Holdings Corp. for which the Executive is the beneficial holder but not the record holder, the Executive agrees during the Lock-Up Period to cause the record holder to cause the relevant transfer agent to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to, such shares, if such transfer would constitute a violation or breach of this Section 4.B.

5. TERMINATION AND SEVERANCE.

A. As used in this Section 5:

"***Cause***" shall mean: (1) any repeated failure (except as result of sickness, illness or injury) or refusal by the Executive to perform any of his material duties pursuant to this Agreement or to carry out the instructions of the Board after written notice and a reasonable opportunity to cure such material breach; (2) material breach by the Executive of the Proprietary Information and Inventions Agreement (the "***Proprietary Rights Agreement***") executed by the Executive with the Corporation after written notice and a reasonable opportunity to cure; (3) material breach by the Executive of any written corporate policy of the Corporation after written notice and a reasonable opportunity to cure, provided such breach is curable; (4) breach by the Executive of his fiduciary duty to the Corporation; (5) gross negligence or gross misconduct of the Executive in connection with the Corporation's business or the performance of Executive's duties; provided that in the case of gross negligence, such gross negligence results in harm to the Corporation; (6) the Executive's conviction of or plea of *nolo contendere* to any crime that would impair the reputation of the Corporation, any crime involving theft, embezzlement or other misappropriation of money or other property, or any crime which constitutes a felony in the jurisdiction involved; or (7) the Executive's habitual absence or abuse of alcohol or controlled or illegal

substances. No termination for Cause shall be effective unless the Board makes a Cause determination after written notice to the Executive and the Executive has been provided the opportunity (with counsel of Executive's choice) to be heard at a meeting of the Board prior to its determination.

"***Change in Control Period***" means the period (i) commencing on the later of (a) the date that is three (3) months prior to the effective date of a Change of Control and (b) the Potential Change in Control Date, and (ii) ending on the date that is twelve (12) months following the effective date of a Change in Control.

"***Change in Control***" means a Corporate Transaction as defined in the New Plan.

"***Disability***" shall mean the Executive's inability to perform the essential duties of Executive's employment hereunder with reasonable accommodation by reason of any medically determined physical or mental impairment that has lasted a period of not less than one-hundred-eighty (180) days (whether or not consecutive) in any consecutive three-hundred-sixty-five (365) day period as determined by a physician that is mutually acceptable to the Corporation and Executive. If Corporation and Executive cannot agree on a physician, each party shall select a physician and the two physicians shall select a third who shall be the approved physician for this purpose.

"***Good Reason***" shall mean: (1) any material breach by the Corporation of its obligations to the Executive pursuant to this Agreement (including, without limitation, a failure to pay Base Salary in accordance with Section 3.A); (2) the Executive is no longer the Corporation's Chief Executive Officer or is required to report directly to anyone other than the Board, (3) a material reduction in Executive's authority, duties or responsibility, (4) the Corporation requiring the Executive to relocate his place of employment to more than twenty five (25) miles from Stamford Connecticut, unless such relocation is to the campus of ISMMS; *provided*, *however*, that none of these events shall constitute Good Reason unless (i) the Executive notifies the Corporation in writing of the event(s) constituting Good Reason within sixty (60) days after the Executive first becomes aware of the occurrence of such event(s), (ii) the Corporation has failed to cure such event(s) within thirty (30) days after receipt of such notice, and (iii) the Executive resigns from all positions then held by the Executive no later than thirty (30) days after the expiration of such cure period.

"***Potential Change in Control Date***" means the date on which the Corporation commences its engagement with the applicable counterparty to pursue the transaction that will constitute a Change in Control if such transaction is consummated.

B. *Termination*. This Agreement, the Term and the Executive's employment hereunder shall terminate upon any of the following:

(i) in the event of any determination by the Board that there is Cause for such termination, upon written notice of termination from the Corporation to the Executive (following the expiration of a cure period, as applicable);

(ii) immediately upon the death or Disability of the Executive;

(iii) in the event of any determination by the Executive that there is Good Reason for such termination, upon written notice of termination from the Executive to the Corporation (following the expiration of the cure period);

(iv) at the election of the Corporation to terminate this Agreement without Cause, upon sixty (60) days' written notice to the Executive; or

(v) at the election of the Executive to terminate this Agreement without Good Reason, upon sixty (60) days' written notice to the Corporation.

C. *General*. Upon the termination of the Executive's employment for any reason, the Executive (or his estate, as the case may be) shall be entitled to receive (i) any Base Salary hereunder accrued prior to the date of such termination, (ii) any amount payable to the Executive under the policies and procedures of the Corporation with respect to payments to executive officers for accrued vacation and unreimbursed business expenses for which proper documentation is provided, and (iii) if the Executive's employment ends for any reason other than the Corporation's termination of the Executive's employment for Cause, the Corporation shall pay the Executive his earned but unpaid Performance Bonus for the most recently completed calendar year (collectively, the "***Accrued Compensation***").

D. *Severance Benefits Upon Termination by the Corporation Without Cause or by the Executive for Good Reason Outside of the Change in Control Period*. Upon the termination of the Executive's employment by the Corporation without Cause or by the Executive for Good Reason outside of the Change in Control Period, the Executive will be entitled to receive the Accrued Compensation and, subject to the requirements of Section 5.F, will be entitled to receive the following payments and benefits, in each case, less required deductions and withholdings:

(i) *Cash Severance.* The Corporation shall pay the Executive, as severance, the equivalent of twenty-four (24) months of the Executive's Base Salary as in effect as of the date of such termination, payable in the form of salary continuation, on the Corporation's regular payroll dates, subject to standard payroll deductions and withholdings, starting on the 60th day after the Executive's termination date, with the first payment to include those payments that would have occurred earlier but for the 60-day delay.

(ii) *Benefits Continuation*. Provided that the Executive is then eligible for and timely elects continued coverage under COBRA, the Corporation shall directly pay, or reimburse the Executive for, the monthly COBRA premiums to continue the Executive's coverage (including coverage for eligible dependents, if applicable) through the period starting on the Executive's termination date and ending on the earliest to occur of: (a) twenty-four (24) months following the Executive's termination date; (b) the date Executive becomes eligible for group health insurance coverage through a new employer; and (c) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during this time period, the Executive must immediately notify the Corporation of such event. Notwithstanding the foregoing, if the Corporation determines, in its sole discretion, that it cannot pay the COBRA premiums without a substantial risk of violating applicable law, the Corporation instead shall pay to the Executive, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month, subject to applicable tax withholdings, for the remainder of the COBRA premium period. The Executive may, but is not obligated to, use such payments toward the cost of COBRA premiums.

E. *Severance Benefits Upon Termination by the Corporation Without Cause or by the Executive for Good Reason During the Change in Control Period*. Upon the termination of the Executive's employment by the Corporation without Cause or by the Executive for Good Reason during a Change in Control Period, the Executive will be entitled to receive the Executive's Accrued

Compensation and, subject to the requirements of Section 5.F, will be entitled to receive the following payments and benefits, in each case, less required deductions and withholdings:

(i) *Cash Severance.* The Corporation shall pay the Executive, as severance:

(A) the equivalent of twenty-four (24) months of the Executive's Base Salary as in effect as of the date of such termination, payable in the form of salary continuation, on the Corporation's regular payroll dates, subject to standard payroll deductions and withholdings, starting on the 60th day after Executive's termination date, with the first payment to include those payments that would have occurred earlier but for the 60-day delay; and;

(B) an amount equal to two hundred percent (200%) of the Executive's target Performance Bonus for the calendar year in which the Executive's employment termination occurs (disregarding any change to the Executive's Base Salary giving rise to Good Reason), payable in a lump sum, less deductions and withholdings, at the same time as the first severance payment described in Section 5.E(i)(A) above; *provided* that, in the event that such termination of employment occurs following a Potential Change in Control Date and prior to the consummation of a Change in Control, the amount described in this Section 5.E(i)(B) shall be paid in a lump sum as soon as practicable following the consummation of such Change in Control . For the avoidance of doubt, the amount payable pursuant to this Section 5.E(i)(B) shall not be subject to proration based on the portion of the year elapsed as of the date of termination.

(ii) *Benefits Continuation*. Provided that the Executive is then eligible for and timely elects continued coverage under COBRA, the Corporation shall directly pay, or reimburse the Executive for, the monthly COBRA premiums to continue the Executive's coverage (including coverage for eligible dependents, if applicable) through the period starting on the Executive's termination date and ending on the earliest to occur of: (a) twenty-four (24) months following Executive's termination date; (b) the date the Executive becomes eligible for group health insurance coverage through a new employer; and (c) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event the Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during this time period, the Executive must immediately notify the Corporation of such event. Notwithstanding the foregoing, if the Corporation determines, in its sole discretion, that it cannot pay the COBRA premiums without a substantial risk of violating applicable law, the Corporation instead shall pay to the Executive, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month, subject to applicable tax withholdings, for the remainder of the COBRA premium period. The Executive may, but is not obligated to, use such payments toward the cost of COBRA premiums.

(iii) *Equity Award Acceleration*. The vesting of all unvested equity-based incentive compensation awards outstanding as of the date of such Change in Control and held by the Executive as of the date of such termination shall be accelerated such that 100% of the shares underlying such awards shall be deemed immediately vested and, if applicable, exercisable; *provided* that, in the case of any unvested equity-based incentive compensation awards that are subject to performance-based vesting terms as of the date of such termination, the treatment of such performance-based vesting conditions shall be governed by the applicable equity plan and award agreement; *provided, further*, that, in the event that such termination of employment occurs following a Potential Change in Control Date and prior to the consummation of a Change in Control, each outstanding and unvested equity-based incentive compensation award shall cease vesting pursuant to its normal vesting schedule on the date of such termination of employment but shall not lapse or be forfeited on such date, and instead such awards shall remain outstanding during the Change in Control Period, and in the event that a Change in Control

subsequently occurs during the Change in Control Period, such awards shall become vested and, if applicable, exercisable, in each case to the extent set forth in this Section 5.E(iii) as if such termination occurred immediately following the Change in Control.

F. *Conditions to Receipt of Severance Benefits*. As a condition to receiving the payments and benefits set forth in Section 5.D and Section 5.E, (i) the Executive must execute and deliver to the Corporation a release of claims in a form reasonably acceptable to the Corporation (the "***Release***") and the Release must have become effective and the revocation period provided therein must have expired without the Executive having revoked the Release within the 60-day period following the date of termination, and (ii) the Executive must not have revoked or breached the provisions of such Release or breached Section 9 or Section 12 of this Agreement, or the Proprietary Rights Agreement. The Corporation shall provide the Release to the Executive within 21 days following the date of termination. In the event the Corporation does not provide the Release to the Executive within 21 days following the date of termination, the Release shall no longer be required and the Executive shall nonetheless be entitled to the payments and benefits set forth in Section 5.D and Section 5.E. However, in the event that the Executive is provided the Release within the 21-day period following the date of termination, but the Executive does not execute and deliver the Release, the Release does not become effective and irrevocable within such period or the Executive revokes or breaches the provisions of the Release or breaches Section 9 or Section 12 of this Agreement or the provisions of the Proprietary Rights Agreement, the Executive (A) will be deemed to have voluntarily resigned the Executive's employment hereunder without Good Reason, (B) will not be entitled to the payments, benefits or accelerated vesting described in Section 5.D or Section 5.E and (C) will be required to reimburse the Corporation, in cash within five business days after written demand is made by the Corporation therefore, for an amount equal to the value of any payments or benefits the Executive received pursuant to Section 5.D or Section 5.E.

G. In no event shall a termination by the Corporation without Cause or by the Executive for Good Reason that occurs following a Potential Change in Control Date and before the consummation of a Change in Control result in duplicate payments or benefits to the Executive under Section 5.E.

6. PROPRIETARY RIGHTS AGREEMENT.

The Executive acknowledges that the Proprietary Rights Agreement, dated as of June 1, 2017, between the Executive and the Corporation shall continue to remain in effect.

7. AGREEMENT ASSIGNMENT.

It is agreed that this is a personal contract between the parties and that the rights and interests of the Executive hereunder may not be sold, transferred, assigned, pledged or hypothecated otherwise than by will or the laws of descent or distribution. The Corporation may assign this Agreement to a successor to all or substantially all of the business of the Corporation, and upon such assignment and the assumption of the obligations of the Corporation hereunder by such successor the Corporation shall be released from any further liability pursuant hereto.

8. EXCLUSIVE EMPLOYMENT.

During his employment with the Corporation, the Executive will not do anything to compete with the present or contemplated business of the Corporation, suffer to exist any conflict of interest in respect of his relationship with the Corporation or plan or organize any competitive business activity (with the understanding that the ownership by the Executive of less than one percent (1%) of the outstanding shares of common stock of a publicly traded corporation shall not be deemed to violate the requirements of this sentence). The provisions of this Section 8 shall not restrict the right of the Executive to remain an

employee of ISMMS in accordance with Section 1.B. After review through the Corporation's regular conflict of interest procedure and approval, in each case by the Board, the Executive shall also be permitted to continue to serve (i) on the scientific advisory boards of Berg Pharmaceuticals and Elysium Health; and (ii) on the board of directors of Sage Bionetworks. The Executive is not a party to and will not enter into any agreement that conflicts with his duties or obligations to the Corporation; all corporate opportunities which are consistent with the business and purpose of the Corporation are to be the property of the Corporation and cannot be used or disclosed by the Executive for any purpose other than performing his duties for the Corporation and ISMMS, and the Executive shall present to the Corporation any such opportunities of which he becomes aware; *provided*, *however*, that the provisions of this sentence are subject to the provisions of Article Eighth of the Amended and Restated Certificate of Incorporation of the Corporation. The Executive shall at all times strictly comply with the Corporation's conflicts of interest policy and any other policies adopted by the Board.

9. RESTRICTIVE COVENANTS.

A. In consideration of his employment and the provisions of this Employment Agreement, the Executive agrees that during his employment with the Corporation, and for a period of twelve (12) months following the termination of his employment with the Corporation for any reason, he will not solicit on behalf of himself or any organization other than the Corporation any person or entity who is then or within the last twelve (12) months was a customer or vendor of the Corporation or render services directly or indirectly anywhere within the United States of America for himself or on behalf of any third-party to any organization that is a competitor of the Corporation as of the date of such termination.

B. The Executive agrees that for twelve (12) months following the termination of his employment for any reason, he will not hire, solicit, recruit, encourage to leave or entice away, or endeavor to hire, solicit, recruit, encourage to leave or entice away from the Corporation any employee or exclusive consultant of the Corporation. The Corporation agrees that this Section 9.B shall not be breached if following termination of his employment by Corporation, the Executive is associated with an organization that places general solicitations for employment and an employee or exclusive consultant of the Corporation is hired by such organization as a result of such general solicitation and without any specific solicitation of such employee or exclusive consultant.

C. The Executive agrees that the restrictions and agreements contained in this Section 9 are reasonable and necessary to protect the legitimate interests of the Corporation and that any violation of this Section 9 will cause substantial and irreparable harm to the Corporation that would not be quantifiable and for which no adequate remedy would exist at law. Accordingly, the Executive authorizes the issuance of injunctive relief against him, without the requirement of posting bond, for any violation of this Section 9. In addition, the parties agree that the prevailing party in any legal action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees incurred in enforcing this Agreement from the non-prevailing party.

10. 409A COMPLIANCE.

Notwithstanding any other provision of this Agreement, the Corporation and the Executive intend that any payments, benefits or other provisions applicable to this Agreement comply with the payout and other limitations and restrictions imposed under Section 409A of the Internal Revenue Code of 1986, as amended ("***Section 409A***", and the Internal Revenue Code of 1986, as amended, the "***Code***"), as clarified or modified by guidance from the U.S. Department of Treasury or the Internal Revenue Service, in each case if and to the extent Section 409A is otherwise applicable to this Agreement and such compliance is necessary to avoid the penalties otherwise imposed under Section 409A. In this connection, the Corporation and the Executive agree that the payments, benefits and other provisions applicable to this

Agreement, and the terms of any deferral and other rights regarding this Agreement, shall be deemed modified if and to the extent necessary to comply with the payout and other limitations and restrictions imposed under Section 409A, as clarified or supplemented by guidance from the U.S. Department of Treasury or the Internal Revenue Service, in each case if and to the extent Section 409A is otherwise applicable to this Agreement and such compliance is necessary to avoid the penalties otherwise imposed under Section 409A. Any payments and benefits under this Agreement that qualify for the "short-term deferral" exemption or another exemption under Section 409A shall be paid under the applicable exemption. For purposes of the Section 409A, each payment of compensation under this Agreement shall be treated as a separate payment of compensation. Notwithstanding anything in this Agreement to the contrary, if any amounts or benefits payable under this Agreement in the event of Executive's termination of employment constitute "nonqualified deferred compensation" within the meaning of Code Section 409A, payment of such amounts and benefits shall commence when the Executive incurs a "separation from service" within the meaning of Treasury Regulation 1.409A-1(h) ("***Separation from Service***"). Such payments or benefits shall be provided in accordance with the timing provisions of this Agreement by substituting the Agreement's references to "termination of employment" or "termination" with Separation from Service. In addition, if at the time of Executive's Separation from Service the Executive is a "specified employee" within the meaning of Code Section 409A(a)(2)(B)(i), any amount or benefits that the constitutes "nonqualified deferred compensation" within the meaning of Code Section 409A that becomes payable to Executive on account of the Executive's Separation from Service will not be paid until after the earlier of (i) first business day of the seventh month following Executive's Separation from Service, or (ii) the date of the Executive's death (the "***409A Suspension Period***"). Within 14 calendar days after the end of the 409A Suspension Period, the Executive shall be paid a cash lump sum payment equal to any payments and benefits that the Corporation would otherwise have been required to provide under this Agreement but for the imposition of the 409A Suspension Period delayed because of the preceding sentence. Thereafter, the Executive shall receive any remaining payments and benefits due under this Agreement in accordance with the terms of this Section (as if there had not been any Suspension Period beforehand). To the extent not otherwise specified in this Agreement, all (A) reimbursements and (B) in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirement that (1) any reimbursement is for expenses incurred during the Executive's lifetime (or during a shorter period of time specified in this Agreement); (2) the amount of expenses eligible for reimbursement, or in kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in kind benefits to be provided, in any other calendar year; (3) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred; and (4) the right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit

11. SECTION 280G.

In the event that the severance and other benefits provided for in this Agreement or otherwise payable to the Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section 11, would be subject to the excise tax imposed by Section 4999 of the Code, then, the Executive's severance and other benefits under this Agreement shall be payable either (i) in full, or (ii) as to such lesser amount which would result in no portion of such severance and other benefits being subject to the excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999 of the Code, results in the receipt by the Executive on an after-tax basis of the greatest amount of severance benefits under this Agreement, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. Any reduction shall be made in

the following order: (i) reduction of cash payments, (ii) cancellation of accelerated vesting of equity awards, and (iii) reduction of other benefits payable to the Executive. Unless the Corporation and the Executive otherwise agree in writing, any determination required under this Section 11 shall be made in writing by the Corporation's independent public accountants (the "***Accountants***"), whose determination shall be conclusive and binding upon the Executive and the Corporation for all purposes. For purposes of making the calculations required by this Section 11, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Corporation and the Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 11. The Corporation shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 11.

12. CONFIDENTIALITY.

A. The Executive acknowledges that during the course of and as a result of his employment, he has and may receive or otherwise have access to, or contribute to the production of: (i) customer or supplier lists or information, marketing plans, sales plans, management organization information (including data and other information relating to members of the Board and management), operating policies or manuals, business plans, processes and techniques, financial records, financial statements, trade secrets, intellectual property and/or other financial, commercial, or business information relating to the Corporation, its parents, subsidiaries and affiliates, or its investors or the purchase and sale of its securities or securities any of its parents or subsidiaries, or (ii) information designated as confidential or proprietary that the Corporation or its parents, subsidiaries or affiliates, if any, may receive from their suppliers, customers, or others who do business with the Corporation or any of its subsidiaries and affiliates (collectively, "***Confidential and Proprietary Information***"). The Executive further acknowledges that the Confidential and Proprietary Information constitutes a valuable asset of the Corporation and that the Corporation intends any such information to remain secret and confidential.

B. Except for such use or disclosure required in the good faith performance of his duties for the Corporation, the Executive agrees to keep all Confidential and Proprietary Information made available to him in the course of performing his duties under this Agreement strictly confidential, including but not limited to information relating to the Corporation's business, business strategies, computer programs and processes, customers, products, services, prices, employees, sales, marketing, or financial matters. No such information may be used or disclosed by the Executive for his own benefit or for the benefit of third parties, or for any purpose other than the performance of his duties to the Corporation under this Agreement. The Executive agrees that all results, information, plans, or strategies developed during the course of this Agreement are the sole property of the Corporation and are not to be revealed to any third party either during the course of the Executive's employment with the Corporation or at any time thereafter.

C. Upon termination of his employment with the Corporation for any reason, the Executive shall deliver promptly to the Corporation all records, manuals, books, blank forms, documents, letters, memoranda, notes, notebooks, reports, data, tables, calculations or copies thereof that relate in any way to the business, products, practices or techniques of the Corporation, and all other property, trade secrets and confidential information of the Corporation, including, but not limited to, all computer and telephone equipment, computer disks and storage devices, credit cards, and documents that in whole or in part contain any trade secrets or confidential information of the Corporation, which in any of these cases are in his possession or under his control.

D. If it appears that the Executive has breached the provisions of this Section 12 (or has threatened to breach such provisions), the Corporation shall be entitled to an injunction restraining the Executive from further breaches, and from providing services to any person or entity to whom or to which the Corporation's Confidential and Proprietary Information has been or may be disclosed, or who or which would benefit from receiving the Corporation's Confidential and Proprietary Information. The Corporation shall in addition be entitled to pursue any other available remedies, including any claim for damages.

13. INDEMNIFICATION

The Corporation shall indemnify the Executive, to the maximum extent permitted by applicable law, and in the same or better manner and to the same or better extent with respect to each aspect of the indemnification as provided to any other executive of the Corporation (including without limitation any Directors and Officers insurance coverage), against all costs, charges and expenses incurred or sustained by the Executive in connection with any action, suit or proceeding to which the Executive may be made a party, brought by any shareholder of the Corporation directly or derivatively or by any third party by reason of any act or omission of the Executive as an officer, director or employee of the Corporation or of any subsidiary or affiliate of the Corporation.

14. NO DUTY TO MITIGATE

In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any provisions of this Agreement.

15. GENERAL PROVISIONS.

A. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without reference to the principles thereof respecting conflicts of laws. Each party to this Agreement, by his or its execution hereof, hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts sitting in the County of New York, State of New York for the purpose of any and all actions, suits or proceedings arising in whole or in part out of, related to, based upon or in connection with this Agreement.

B. Any notices provided hereunder must be in writing and shall be deemed effective upon the earlier of personal delivery or the third day after mailing by U.S. registered or certified mail, return receipt requested and postage prepaid, to the Corporation at its primary office location and to Executive at Executive's address as listed on the Corporation payroll.

C. This Agreement shall inure to the benefit of and be binding upon the Corporation, its permitted successors and assigns and the Executive, his heirs, executors, administrators and legal representatives.

D. This Agreement and the Proprietary Rights Agreement set forth the entire understanding of the parties hereto with respect to the employment of the Executive by the Corporation. Any and all other previous agreements and understandings between or among the parties regarding the subject matter hereof, including the Prior Agreement, whether written or oral, are hereby released, merged herein and superseded by this Agreement.

E. No statement, representation, warranty, covenant or agreement not expressly set forth in this Agreement shall affect or be used to interpret, change or restrict the express terms and provisions of this Agreement.

F. This Agreement may not be amended or modified without a writing signed by each of the Executive and the Corporation. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

G. This Agreement may be executed in two counterparts, each of which shall be an original, and which together shall constitute one and the same instrument. A facsimile transmission by a party of a signed signature page hereof shall have the same effect as delivery by such party of a manually executed original counterpart hereof.

H. If for any reason any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held invalid, and each such other provision shall, to the full extent consistent with law, continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall not affect the rest of such provision not held invalid, and the rest of such provision, and the rest of this Agreement, shall, to the full extent consistent with law, continue in full force and effect.

I. The provisions of Section 4, 5, 6, 9, 10, 12, 13, 14 and 15 shall survive any termination or expiration of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

THE CORPORATION:

Mount Sinai Genomics, Inc.

By: /s/ Joshua Ruch

Name: Joshua Ruch

Title: Chairman of the Compensation Committee of Mount Sinai Genomics, Inc.

THE EXECUTIVE:

/s/ Eric Schadt

Eric Schadt

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "***Agreement***") is dated as of July 22, 2021, by and between Mount Sinai Genomics, Inc. (the "***Corporation***"), and Isaac Ro (the "***Executive***").

W I T N E S S E T H :

WHEREAS, the Corporation has entered into an Agreement and Plan of Merger, dated February 2, 2021, with CM Life Sciences, Inc. ("***CMLS***") and the other parties named therein (as amended from time to time, the "***Merger Agreement***"), pursuant to which a wholly-owned subsidiary of CMLS will merge with and into the Corporation, with the Corporation surviving the merger as a wholly-owned subsidiary of CMLS (the "***Business Combination***").

WHEREAS, in connection with the closing of the Business Combination (the "***Closing***"), the name of the post-combination company will be changed to Sema4 Holdings Corp., and references herein to the Corporation shall be understood to refer to Sema4 Holdings Corp. following the Effective Time (as defined below), as the context requires;

WHEREAS, the Corporation wishes to set forth the terms and conditions of the Executive's continued employment, on terms and conditions mutually agreeable and beneficial to the Corporation and the Executive; and

WHEREAS, the Executive is willing to render services to the Corporation pursuant to the terms and conditions hereof.

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

1. POSITION AND DUTIES.

A. The Corporation shall continue to employ the Executive in the position of Chief Financial Officer and the Executive hereby accepts such employment. The Executive shall be subject to the direction of and shall report directly to the Chief Executive Officer of the Corporation (the "***CEO***" or the "***Direct Report***"). Subject to such reporting relationship, the Executive shall perform the duties commensurate with those of a Chief Financial Officer. The Executive shall perform the duties assigned to the Executive by the Corporation with fidelity and to the best of the Executive's ability. The Executive shall deal at all times in good faith with the Corporation.

B. This Agreement shall become effective upon the date on which the Closing occurs (the "***Effective Date***"). During the Term (as defined below), the Executive shall devote one hundred percent (100%) of the Executive's business time to the performance of the Executive's duties on behalf of the Corporation, provided that the Executive shall be permitted to (i) devote attention during non-business hours to voluntary service with non-competitive not-for-profit charitable organizations, and (ii) undertake the activities permitted by Section 8.

C. The Executive's services shall be performed principally at the Corporation's Stamford, Connecticut site or at the Corporation's other business locations, as directed by the Direct Report from time to time, subject to travel from time to time as reasonably required in connection with the Executive's duties.

2. TERM.

This Agreement shall commence on the Effective Date and shall continue thereafter for a term of three (3) years and shall automatically renew for successive one (1) year terms unless earlier terminated in accordance with the terms hereof (such period from the date hereof until the termination date hereof, the "***Term***").

3. COMPENSATION.

In consideration for the Executive's services hereunder, the Executive shall receive the following compensation:

A. *Base Salary*. Beginning on first full payroll period to commence following the Effective Date and for the balance of the Term, the Corporation shall pay the Executive a base salary at a rate equal to $400,000 per annum (as adjusted from time to time in accordance with this Section 3.A, the "***Base Salary***"). The Executive's Base Salary shall be subject to annual review in the discretion of the board of directors of the Corporation (the "***Board***"), provided that the Board may not decrease the Base Salary. The Executive's Base Salary shall be subject to customary federal, state and local withholdings for income taxes, F.I.C.A. and similar charges. Throughout the Term, the Base Salary shall be payable in bi-weekly installments in arrears or in such other manner as the Corporation adopts as its payroll process for Corporation employees generally.

B. *Performance Bonus*. In addition to the Base Salary, the Executive shall be eligible to receive an annual performance bonus for each calendar year during the Term (the "***Performance Bonus***") with a target amount equal to fifty percent (50%) of the Base Salary. The Performance Bonus for a calendar year shall be paid within the first ninety (90) days of the immediately following calendar year (subject to applicable federal, state and local tax withholdings). The amount of the Performance Bonus for any given calendar year (which may be greater than or less than the target amount, if actual performance is greater than or less than the performance goals) shall be determined by the Board based on the Board's determination of the extent of the achievement of performance goals for the Corporation and/or the Executive for such calendar year. In the case of any such performance metric and other criteria that is not entirely objective, the determination of whether such performance metric or other criteria has been met shall lie in the reasonable discretion of the Board.

C. *Benefits*. During the Term, the Executive shall receive the package of employee benefits that the Corporation elects to make available to its most senior executive officers. In addition, the Executive shall be entitled to no less than four (4) weeks of vacation annually (prorated for periods less than a full calendar year) in accordance with the Corporation's vacation policies in effect from time to time. The Executive's benefit package and the Executive's use of the Executive's vacation time shall be subject to the Corporation's policies.

D. *Business Expenses*. Subject to Section 3.E, the Executive shall be reimbursed for all reasonable and necessary business expenses incurred by him during the Term in connection with the Executive's employment.

E. *Conditions to Reimbursement of Expenses*. Reimbursement shall be based upon adherence to and submission by the Executive of expense statements and other documentation thereof required in accordance with the Corporation's expense reimbursement policies.

4. EQUITY-BASED COMPENSATION AWARD; LOCK-UP PERIOD.

A. As soon as practicable following the Closing and the Corporation's filing of a registration statement on Form S-8 with respect to the Sema4 Holdings Corp. 2021 Equity Incentive Plan to be adopted by CMLS in connection with the Business Combination (the "***New Plan***"), and subject to the approval of the Board, the Corporation shall grant the Executive (1) an option (the "***New Option***") under the New Plan to purchase a number of shares of common stock of Sema4 Holdings Corp. ("***Common Stock***") at a per-share exercise price equal to the fair market value of a share of Common Stock, as determined by the Board on the date the Board approves such grant (the "***Grant Date***"), and (B) except as otherwise set forth in in this paragraph, restricted stock units (the "***New RSUs***") under the New Plan representing the opportunity to be issued a number of shares of Common Stock. The New Option and the New RSUs, in the aggregate, shall provide the Executive with an equity-based incentive opportunity on the Grant Date equivalent to the equity-based incentive opportunity represented by an option to purchase a number of shares of Common Stock equal to the Specified Percentage (as defined below) of the total number of shares of Common Stock outstanding as of immediately following the Closing (the "***Closing Outstanding Share Number***"), at an exercise price equal to $10.00 per share, as determined by the Board as of the Grant Date (such that, for the avoidance of doubt, the grant made pursuant to this paragraph shall be made entirely in the form of stock options if the fair market value of a share of Common Stock, as determined by the Board on the Grant Date, is equal to or less than $10.00 per share). The terms of the New Option and the New RSUs (if any) shall be governed in all respects by the terms of the applicable notice of grant and award agreement to be entered into in connection with such grants and the terms and conditions of the New Plan, except as otherwise expressly set forth in this Agreement; provided that the vesting commencement date for such awards shall be your original date of hire with the Corporation.

For purposes of this Section 4.A., the "***Specified Percentage***" shall mean the percentage of the Closing Outstanding Share Number that a stockholder of the Corporation would have held as of immediately following the Closing had such stockholder held a number of shares of the Corporation's Class B common stock immediately prior to the Closing equal to 1.1% of the share capitalization of the Corporation, as determined on an as-converted fully diluted basis, as of the Executive's original date of hire with the Corporation.

B. The Executive hereby agrees that, during the nine-month period following the date on which the Closing occurs (the "***Lock-Up Period***"), the Executive will not (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder, with respect to shares of common stock of Sema4 Holdings Corp., (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any shares of common stock of Sema4 Holdings Corp., in cash or otherwise, or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii). The Executive authorizes the Corporation during the Lock-Up Period to cause its transfer agent to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to shares of common stock of Sema4 Holdings Corp. for which the Executive is the record holder and, in the case of any shares of common stock of Sema4 Holdings Corp. for which the Executive is the beneficial holder but not the record holder, the Executive agrees during the Lock-Up Period to cause the record holder to cause the relevant transfer agent to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to, such shares, if such transfer would constitute a violation or breach of this Section 4.B.

5. TERMINATION AND SEVERANCE.

A. As used in this Section 5:

"***Cause***" shall mean: (1) any willful failure (except as result of sickness, illness or injury) or refusal by the Executive to perform any of the Executive's material duties pursuant to this Agreement or to carry out the instructions of the CEO or the Direct Report after the Corporation shall have provided written notice and a reasonable opportunity to cure such failure or refusal; (2) material breach by the Executive of the Proprietary Information and Inventions Agreement executed by the Executive with the Corporation (the "***Proprietary Rights Agreement***") after the Corporation shall have provided written notice and a reasonable opportunity to cure such material breach; (3) material breach by the Executive of any written corporate policy of the Corporation after the Corporation shall have provided written notice and a reasonable opportunity to cure such material breach; (4) breach by the Executive of the Executive's fiduciary duty to the Corporation; (5) gross negligence or willful misconduct of the Executive in connection with the Corporation's business or the performance of Executive's duties; provided that in the case of gross negligence, such gross negligence results in demonstrable harm to the Corporation; (6) the Executive's conviction of or plea of nolo contendere to any crime that would materially impair the reputation of the Corporation, any crime involving theft, embezzlement or other misappropriation of money or other property, or any crime which constitutes a felony in the jurisdiction involved; or (7) the Executive's habitual absence or habitual abuse of alcohol or controlled or illegal substances during working hours, after the Corporation shall have provided written notice to the Executive and given the Executive thirty (30) days within which to commence rehabilitation with respect thereto, and the Executive shall have failed to commence such rehabilitation or continued to perform under the influence after such rehabilitation.

"***Change in Control Period***" means the period commencing on the date of a Change of Control and ending on the date that is twelve (12) months following a Change in Control.

"***Change in Control***" means a Corporate Transaction as defined in the New Plan.

"***Disability***" shall mean the Executive's inability to perform the essential duties of the Executive's employment hereunder with reasonable accommodation by reason of any medically determined physical or mental impairment that has lasted a period of not less than one-hundred-eighty (180) days (whether or not consecutive) in any consecutive three-hundred-sixty-five (365) day period as determined by a physician that is mutually acceptable to the Corporation and the Executive. If Corporation and the Executive cannot agree on a physician, each party shall select a physician and the two physicians shall select a third who shall be the approved physician for this purpose.

"***Good Reason***" shall mean: (1) any material breach by the Corporation of its obligations to the Executive pursuant to this Agreement (including, without limitation, a failure to pay Base Salary in accordance with Section 3.A); (2) a reduction in the Executive's authority or responsibility, which represents a material diminution in the Executive's authority or responsibility; or (3) the Corporation requiring the Executive to relocate the Executive's place of employment to more than seventy-five (75) miles from one of the Corporation's business locations as of the date hereof; *provided*, *however*, that none of these events shall constitute Good Reason unless (i) the Executive has notified the Corporation in writing of the event(s) constituting Good Reason within sixty (60) days after the Executive first becomes aware of the occurrence of such event(s); (ii) the Corporation has failed to cure such event(s) within thirty (30) days after the notice, and (iii) the Executive resigns from all positions then held by the Executive no later than thirty (30) days after the expiration of such cure period.

B. *Termination*. This Agreement, the Term and the Executive's employment hereunder shall terminate upon any of the following:

(i) in the event of any determination by the Board that there is Cause for such termination, upon written notice of termination from the Corporation to the Executive (following the expiration of a cure period, as applicable);

(ii) immediately upon the death or Disability of the Executive;

(iii) in the event of any determination by the Executive that there is Good Reason for such termination, upon written notice of termination from the Executive to the Corporation (following the expiration of the cure period);

(iv) at the election of the Corporation to terminate this Agreement without Cause, upon sixty (60) days' written notice to the Executive; or

(v) at the election of the Executive to terminate this Agreement without Good Reason, upon thirty (30) days' written notice to the Corporation.

C. *General*. Upon the termination of the Executive's employment for any reason, the Executive (or Executive's estate, as the case may be) shall be entitled to receive (i) any Base Salary hereunder accrued prior to the date of such termination, (ii) any amount payable to the Executive under the policies and procedures of the Corporation with respect to payments to executive officers for accrued vacation and unreimbursed business expenses for which proper documentation is provided and (iii) if the Executive's employment ends for any reason other than the Corporation's termination of the Executive's employment for Cause, the Corporation shall pay the Executive any earned but unpaid Performance Bonus for the most recently completed calendar year in the discretion of the Board (collectively, the "***Accrued Compensation***").

D. *Severance Benefits Upon Termination by the Corporation Without Cause or by the Executive for Good Reason Outside of the Change in Control Period*. Upon the termination of the Executive's employment by the Corporation without Cause or by the Executive for Good Reason outside of the Change in Control Period, the Executive will be entitled to receive the Accrued Compensation and, subject to the requirements of Section 5.F, will be entitled to receive the following payments and benefits, in each case, less required deductions and withholdings:

(i) *Cash Severance.* The Corporation shall pay the Executive, as severance, the equivalent of nine (9) months of the Executive's Base Salary as in effect as of the date of such termination, payable in the form of salary continuation, on the Corporation's regular payroll dates, subject to standard payroll deductions and withholdings, starting on the 60th day after the Executive's termination date, with the first payment to include those payments that would have occurred earlier but for the 60-day delay.

(ii) *Benefits Continuation*. Provided that the Executive is then eligible for and timely elects continued coverage under COBRA, the Corporation shall directly pay, or reimburse the Executive for, the monthly COBRA premiums to continue the Executive's coverage (including coverage for eligible dependents, if applicable) through the period starting on the Executive's termination date and ending on the earliest to occur of: (a) twelve (12) months following the Executive's termination date; (b) the date Executive becomes eligible for group health insurance coverage through a new employer; and (c) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during this time period, the Executive must immediately

notify the Corporation of such event. Notwithstanding the foregoing, if the Corporation determines, in its sole discretion, that it cannot pay the COBRA premiums without a substantial risk of violating applicable law, the Corporation instead shall pay to the Executive, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month, subject to applicable tax withholdings, for the remainder of the COBRA premium period. The Executive may, but is not obligated to, use such payments toward the cost of COBRA premiums.

E. *Severance Benefits Upon Termination by the Corporation Without Cause or by the Executive for Good Reason During the Change in Control Period*. Upon the termination of the Executive's employment by the Corporation without Cause or by the Executive for Good Reason during a Change in Control Period, the Executive will be entitled to receive the Executive's Accrued Compensation and, subject to the requirements of Section 5.F, will be entitled to receive the following payments and benefits, in each case, less required deductions and withholdings:

(i) *Cash Severance.* The Corporation shall pay the Executive, as severance:

(A) the equivalent of twelve (12) months of the Executive's Base Salary as in effect as of the date of such termination, payable in the form of salary continuation, on the Corporation's regular payroll dates, subject to standard payroll deductions and withholdings, starting on the 60th day after Executive's termination date, with the first payment to include those payments that would have occurred earlier but for the 60-day delay; and

(B) an amount equal to one hundred percent (100%) of the Executive's target Performance Bonus for the calendar year in which the Executive's employment termination occurs (disregarding any change to the Executive's Base Salary giving rise to Good Reason), payable in a lump sum, less deductions and withholdings, at the same time as the first severance payment described in Section 5.E(i)(A) above. For the avoidance of doubt, the amount payable pursuant to this Section 5.E(i)(B) shall not be subject to proration based on the portion of the year elapsed as of the date of termination.

(ii) *Benefits Continuation*. Provided that the Executive is then eligible for and timely elects continued coverage under COBRA, the Corporation shall directly pay, or reimburse the Executive for, the monthly COBRA premiums to continue the Executive's coverage (including coverage for eligible dependents, if applicable) through the period starting on the Executive's termination date and ending on the earliest to occur of: (a) twelve (12) months following Executive's termination date; (b) the date the Executive becomes eligible for group health insurance coverage through a new employer; and (c) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event the Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during this time period, the Executive must immediately notify the Corporation of such event. Notwithstanding the foregoing, if the Corporation determines, in its sole discretion, that it cannot pay the COBRA premiums without a substantial risk of violating applicable law, the Corporation instead shall pay to the Executive, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month, subject to applicable tax withholdings, for the remainder of the COBRA premium period. The Executive may, but is not obligated to, use such payments toward the cost of COBRA premiums.

(iii) *Equity Award Acceleration*. The vesting of all unvested equity-based incentive compensation awards outstanding as of the date of such Change in Control and held by the Executive as of the date of such termination shall be accelerated such that 100% of the shares underlying such awards shall be deemed immediately vested and, if applicable, exercisable; *provided* that, in the case of any unvested equity-based incentive compensation awards that are subject to performance-based vesting

terms as of the date of such termination, the treatment of such performance-based vesting conditions shall be governed by the applicable equity plan and award agreement.

F. *Conditions to Receipt of Severance Benefits*. As a condition to receiving the payments and benefits set forth in Section 5.D and Section 5.E, (i) the Executive must execute and deliver to the Corporation a customary release of claims in a form reasonably acceptable to the Corporation (the "***Release***") and the Release must have become effective and the revocation period provided therein must have expired without the Executive having revoked the Release within the 60-day period following the date of termination, and (ii) the Executive must not have revoked or breached the provisions of such Release or breached Section 9 or Section 12 of this Agreement, or the Proprietary Rights Agreement. The Corporation shall provide the Release to the Executive within 21 days following the date of termination. In the event the Corporation does not provide the Release to the Executive within 21 days following the date of termination, the Release shall no longer be required and the Executive shall nonetheless be entitled to the payments and benefits set forth in Section 5.D and Section 5.E. However, in the event that the Executive is provided the Release within the 21-day period following the date of termination, but the Executive does not execute and deliver the Release, the Release does not become effective and irrevocable within such period or the Executive revokes or breaches the provisions of the Release or breaches Section 9 or Section 12 of this Agreement or the provisions of the Proprietary Rights Agreement, the Executive (A) will be deemed to have voluntarily resigned the Executive's employment hereunder without Good Reason, (B) will not be entitled to the payments, benefits or accelerated vesting described in Section 5.D or Section 5.E and (C) will be required to reimburse the Corporation, in cash within five business days after written demand is made by the Corporation therefore, for an amount equal to the value of any payments or benefits the Executive received pursuant to Section 5.D or Section 5.E.

6. PROPRIETARY RIGHTS AGREEMENT.

The Executive acknowledges that the Proprietary Rights Agreement previously entered into between the Executive and the Corporation shall continue to remain in effect.

7. AGREEMENT ASSIGNMENT.

It is agreed that this is a personal contract between the parties and that the rights and interests of the Executive hereunder may not be sold, transferred, assigned, pledged or hypothecated otherwise than by will or the laws of descent or distribution. The Corporation may assign this Agreement to a successor to all or substantially all of the business of the Corporation, and upon such assignment and the assumption of the obligations of the Corporation hereunder by such successor the Corporation shall be released from any further liability pursuant hereto.

8. EXCLUSIVE EMPLOYMENT.

During Executive's employment with the Corporation, the Executive will not do anything to compete with the present or contemplated business of the Corporation, suffer to exist any conflict of interest in respect of Executive's relationship with the Corporation or plan or organize any competitive business activity (with the understanding that the ownership by the Executive of less than one percent (1%) of the outstanding shares of common stock of a publicly traded corporation shall not be deemed to violate the requirements of this sentence). The Executive is not a party to and will not enter into any agreement that conflicts with Executive's duties or obligations to the Corporation; all corporate opportunities which are consistent with the business and purpose of the Corporation are to be the property of the Corporation and cannot be used or disclosed by Executive for any purpose other than performing Executive's duties for the Corporation and Executive shall present to the Corporation any such opportunities of which Executive becomes aware; *provided*, *however*, that the provisions of this sentence

are subject to the provisions of Article Eighth of the Amended and Restated Certificate of Incorporation of the Corporation. Executive shall at all times strictly comply with the Corporation's conflicts of interest policy and any other policies adopted by the Board.

9. RESTRICTIVE COVENANTS.

A. In consideration of Executive's employment and the provisions of this Employment Agreement, Executive agrees that during Executive's employment with the Corporation, and for a period of nine (9) months following the termination of Executive's employment with the Corporation for any reason, Executive will not solicit on behalf of himself or any organization other than the Corporation any person or entity who is then or within the last twelve (12) months was a customer or vendor of the Corporation or render services directly or indirectly anywhere within the United States of America for himself or on behalf of any third-party to any organization that is a competitor of the Corporation as of the date of such termination.

B. Executive agrees that for nine (9) months following the termination of Executive's employment for any reason, Executive will not hire, solicit, recruit, encourage to leave or entice away, or endeavor to hire, solicit, recruit, encourage to leave or entice away from the Corporation any employee or exclusive consultant of the Corporation. The Corporation agrees that this Section 9.B shall not be breached if following termination of Executive's employment by Corporation, Executive is associated with an organization that places general solicitations for employment and an employee or exclusive consultant of the Corporation is hired by such organization as a result of such general solicitation and without any specific solicitation of such employee or exclusive consultant.

C. Executive agrees that the restrictions and agreements contained in this Agreement (including the Proprietary Rights Agreement) are reasonable and necessary to protect the legitimate interests of the Corporation and that any violation of the restrictive covenants contained herein will cause substantial and irreparable harm to the Corporation that would not be quantifiable and for which no adequate remedy would exist at law. Accordingly, Executive authorizes the issuance of injunctive relief against him without the requirement of posting bond, for any violation of e restrictive covenants contained herein. In addition, the parties agree that the prevailing party in any legal action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees incurred in enforcing this Agreement from the non-prevailing party

10. 409A COMPLIANCE.

Notwithstanding any other provision of this Agreement, the Corporation and the Executive intend that any payments, benefits or other provisions applicable to this Agreement comply with the payout and other limitations and restrictions imposed under Section 409A of the Internal Revenue Code of 1986, as amended ("***Section 409A***" and the Internal Revenue Code of 1986, as amended, the "***Code***"), as clarified or modified by guidance from the U.S. Department of Treasury or the Internal Revenue Service, in each case if and to the extent Section 409A is otherwise applicable to this Agreement and such compliance is necessary to avoid the penalties otherwise imposed under Section 409A. In this connection, the Corporation and the Executive agree that the payments, benefits and other provisions applicable to this Agreement, and the terms of any deferral and other rights regarding this Agreement, shall be deemed modified if and to the extent necessary to comply with the payout and other limitations and restrictions imposed under Section 409A, as clarified or supplemented by guidance from the U.S. Department of Treasury or the Internal Revenue Service, in each case if and to the extent Section 409A is otherwise applicable to this Agreement and such compliance is necessary to avoid the penalties otherwise imposed under Section 409A. Any payments and benefits under this Agreement that qualify for the "short-term deferral" exemption or another exemption under Section 409A shall be paid under the applicable

exemption. For purposes of the Section 409A, each payment of compensation under this Agreement shall be treated as a separate payment of compensation. Notwithstanding anything in this Agreement to the contrary, if any amounts or benefits payable under this Agreement in the event of Executive's termination of employment constitute "nonqualified deferred compensation" within the meaning of Code Section 409A, payment of such amounts and benefits shall commence when the Executive incurs a "separation from service" within the meaning of Treasury Regulation 1.409A-1(h) ("***Separation from Service***"). Such payments or benefits shall be provided in accordance with the timing provisions of this Agreement by substituting the Agreement's references to "termination of employment" or "termination" with Separation from Service. In addition, if at the time of Executive's Separation from Service the Executive is a "specified employee" within the meaning of Code Section 409A(a)(2)(B)(i), any amount or benefits that the constitutes "nonqualified deferred compensation" within the meaning of Code Section 409A that becomes payable to Executive on account of the Executive's Separation from Service will not be paid until after the earlier of (i) first business day of the seventh month following Executive's Separation from Service, or (ii) the date of the Executive's death (the "***409A Suspension Period***"). Within 14 calendar days after the end of the 409A Suspension Period, the Executive shall be paid a cash lump sum payment equal to any payments and benefits that the Corporation would otherwise have been required to provide under this Agreement but for the imposition of the 409A Suspension Period delayed because of the preceding sentence. Thereafter, the Executive shall receive any remaining payments and benefits due under this Agreement in accordance with the terms of this Section (as if there had not been any Suspension Period beforehand). To the extent not otherwise specified in this Agreement, all (A) reimbursements and (B) in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (1) any reimbursement is for expenses incurred during the Executive's lifetime (or during a shorter period of time specified in this Agreement); (2) the amount of expenses eligible for reimbursement, or in kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in kind benefits to be provided, in any other calendar year; (3) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred; and (4) the right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit.

11. SECTION 280G.

In the event that the severance and other benefits provided for in this Agreement or otherwise payable to the Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section 11, would be subject to the excise tax imposed by Section 4999 of the Code, then, the Executive's severance and other benefits under this Agreement shall be payable either (i) in full, or (ii) as to such lesser amount which would result in no portion of such severance and other benefits being subject to the excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999 of the Code, results in the receipt by the Executive on an after-tax basis of the greatest amount of severance benefits under this Agreement, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. Any reduction shall be made in the following order: (i) reduction of cash payments, (ii) cancellation of accelerated vesting of equity awards, and (iii) reduction of other benefits payable to the Executive. Unless the Corporation and the Executive otherwise agree in writing, any determination required under this Section 11 shall be made in writing by the Corporation's independent public accountants (the "***Accountants***"), whose determination shall be conclusive and binding upon the Executive and the Corporation for all purposes. For purposes of making the calculations required by this Section 11, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations

concerning the application of Sections 280G and 4999 of the Code. The Corporation and the Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 11. The Corporation shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 11.

12. INDEMNIFICATION.

The Corporation shall indemnify the Executive, to the maximum extent permitted by applicable law, and in the same or better manner and to the same or better extent with respect to each aspect of the indemnification as provided to any other executive of the Corporation (including without limitation any Directors and Officers insurance coverage), against all costs, charges and expenses incurred or sustained by the Executive in connection with any action, suit or proceeding to which the Executive may be made a party, brought by any shareholder of the Corporation directly or derivatively or by any third party by reason of any act or omission of the Executive as an officer, director or employee of the Corporation or of any subsidiary or affiliate of the Corporation.

13. NO DUTY TO MITIGATE.

In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any provisions of this Agreement.

14. GENERAL PROVISIONS.

A. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without reference to the principles thereof respecting conflicts of laws. Each party to this Agreement, by his, her or its execution hereof, hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts sitting in the County of New York, State of New York for the purpose of any and all actions, suits or proceedings arising in whole or in part out of, related to, based upon or in connection with this Agreement.

B. Any notices provided hereunder must be in writing and shall be deemed effective upon the earlier of personal delivery or the third day after mailing by U.S. registered or certified mail, return receipt requested and postage prepaid, to the Corporation at its primary office location and to Executive at Executive's address as listed on the Corporation payroll.

C. This Agreement shall inure to the benefit of and be binding upon the Corporation, its permitted successors and assigns and the Executive, Executive's heirs, executors, administrators and legal representatives.

D. This Agreement and the Proprietary Rights Agreement set forth the entire understanding of the parties hereto with respect to the employment of the Executive by the Corporation. Any and all other previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, including the Executive's offer letter with the Company, are hereby released, merged herein and superseded by this Agreement.

E. No statement, representation, warranty, covenant or agreement not expressly set forth in this Agreement shall affect or be used to interpret, change or restrict the express terms and provisions of this Agreement.

F. This Agreement may not be amended or modified without a writing signed by each of the Executive and the Corporation. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the

benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

G. This Agreement may be executed in two counterparts, each of which shall be an original, and which together shall constitute one and the same instrument. A facsimile transmission by a party of a signed signature page hereof shall have the same effect as delivery by such party of a manually executed original counterpart hereof.

H. If for any reason any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held invalid, and each such other provision shall, to the full extent consistent with law, continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall not affect the rest of such provision not held invalid, and the rest of such provision, and the rest of this Agreement, shall, to the full extent consistent with law, continue in full force and effect.

I. The provisions of Section 5, 6, 9, 10, 12, 13, and 14 shall survive any termination or expiration f this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

THE CORPORATION:

Mount Sinai Genomics, Inc.

By: /s/ Eric Schadt

Name: Eric Schadt

Title: Chief Executive Officer

THE EXECUTIVE:

/s/ Eric Schadt

Isaac Ro

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "***Agreement***"), dated as of July 22, 2021, by and between Mount Sinai Genomics, Inc. (the "***Corporation***") and Daniel Clark (the "***Executive***") amends and restates the employment agreement entered into between the Corporation and the Executive, dated July 1, 2017, as amended September 12, 2019 (the "***Prior Agreement***").

W I T N E S S E T H :

WHEREAS, the Corporation has entered into an Agreement and Plan of Merger, dated February 2, 2021, with CM Life Sciences, Inc. ("***CMLS***") and the other parties named therein (as amended from time to time, the "***Merger Agreement***"), pursuant to which a wholly-owned subsidiary of CMLS will merge with and into the Corporation, with the Corporation surviving the merger as a wholly-owned subsidiary of CMLS (the "***Business Combination***").

WHEREAS, in connection with the closing of the Business Combination (the "***Closing***"), the name of the post-combination company will be changed to Sema4 Holdings Corp., and references herein to the Corporation shall be understood to refer to Sema4 Holdings Corp. following the Effective Time (as defined below), as the context requires;

WHEREAS, the Corporation wishes to set forth the terms and conditions of the Executive's continued employment, on terms and conditions mutually agreeable and beneficial to the Corporation and the Executive; and

WHEREAS, the Executive is willing to render services to the Corporation pursuant to the terms and conditions hereof.

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

1. POSITION AND DUTIES.

A. The Corporation shall continue to employ the Executive in the position of General Counsel and the Executive hereby accepts such employment. The Executive shall be subject to the direction of and shall report directly to the Chief Executive Officer of the Corporation (the "***CEO***" or the "***Direct Report***"). Subject to such reporting relationship, the Executive shall perform the duties commensurate with those of a General Counsel, including without limitation those listed on **Exhibit A** hereto. The Executive shall perform the duties assigned to the Executive by the Corporation with fidelity and to the best of the Executive's ability. The Executive shall deal at all times in good faith with the Corporation.

B. This Agreement shall become effective upon the date on which the Closing occurs (the "***Effective Date***"). During the Term (as defined below), the Executive shall devote one hundred percent (100%) of the Executive's business time to the performance of the Executive's duties on behalf of the Corporation, provided that the Executive shall be permitted to (i) devote attention during non-business hours to voluntary service with non-competitive not-for-profit charitable organizations, and (ii) undertake the activities permitted by Section 8.

C. The Executive's services shall be performed remotely in a manner that is reasonably satisfactory to the Corporation, subject to regular travel to the Corporation's Stamford, Connecticut site or the Corporation's other business locations, as well as other travel from time to time as reasonably required in connection with the Executive's duties, until otherwise directed by the Direct Report.

2. TERM.

This Agreement shall commence on the Effective Date and shall continue thereafter for a term of three (3) years and shall automatically renew for successive one (1) year terms unless earlier terminated in accordance with the terms hereof (such period from the date hereof until the termination date hereof, the "***Term***").

3. COMPENSATION.

In consideration for the Executive's services hereunder, the Executive shall receive the following compensation (which compensation may be increased following the Business Combination based on an assessment of the Executive's duties and performance):

A. *Base Salary*. Beginning on first full payroll period to commence following the Effective Date and for the balance of the Term, the Corporation shall pay the Executive a base salary at a rate equal to $375,950 per annum (as adjusted from time to time in accordance with this Section 3.A, the "***Base Salary***"). The Executive's Base Salary shall be subject to annual review in the discretion of the board of directors of the Corporation (the "***Board***"), provided that the Board may not decrease the Base Salary. The Executive's Base Salary shall be subject to customary federal, state and local withholdings for income taxes, F.I.C.A. and similar charges. Throughout the Term, the Base Salary shall be payable in bi-weekly installments in arrears or in such other manner as the Corporation adopts as its payroll process for Corporation employees generally.

B. *Performance Bonus*. In addition to the Base Salary, the Executive shall be eligible to receive an annual performance bonus for each calendar year during the Term (the "***Performance Bonus***") with a target amount equal to forty percent (40%) of the Base Salary. The Performance Bonus for a calendar year shall be paid within the first ninety (90) days of the immediately following calendar year (subject to applicable federal, state and local tax withholdings). The amount of the Performance Bonus for any given calendar year (which may be greater than or less than the target amount, if actual performance is greater than or less than the performance goals) shall be determined by the Board based on the Board's determination of the extent of the achievement of performance goals for the Corporation and/or the Executive for such calendar year. In the case of any such performance metric and other criteria that is not entirely objective, the determination of whether such performance metric or other criteria has been met shall lie in the reasonable discretion of the Board.

C. *Benefits*. During the Term, the Executive shall receive the package of employee benefits that the Corporation elects to make available to its most senior executive officers. In addition, the Executive shall be entitled to no less than four (4) weeks of vacation annually (prorated for periods less than a full calendar year) in accordance with the Corporation's vacation policies in effect from time to time. The Executive's benefit package and the Executive's use of the Executive's vacation time shall be subject to the Corporation's policies.

D. *Business Expenses*. Subject to Section 3.E, the Executive shall be reimbursed for all reasonable and necessary business expenses incurred by him during the Term in connection with the Executive's employment.

E. *Conditions to Reimbursement of Expenses*. Reimbursement shall be based upon adherence to and submission by the Executive of expense statements and other documentation thereof required in accordance with the Corporation's expense reimbursement policies.

4. EQUITY-BASED COMPENSATION AWARD; LOCK-UP PERIOD.

A. As soon as practicable following the Closing and the Corporation's filing of a registration statement on Form S-8 with respect to the Sema4 Holdings Corp. 2021 Equity Incentive Plan to be adopted by CMLS in connection with the Business Combination (the "***New Plan***"), and subject to the approval of the Board, the Corporation shall grant the Executive an option (the "***New Option***") under the New Plan to purchase a number of shares of common stock of Sema4 Holdings Corp. ("***Common Stock***") equal to 0.07% of the total number of shares of Common Stock outstanding as of immediately following the Closing (the "***Share Number***"), at a per-share exercise price equal to the fair market value of a share of Common Stock, as determined by the Board on the date the Board approves such grant. The terms of the New Option shall be governed in all respects by the terms of the notice of grant and award agreement to be entered into in connection with such grant and the terms and conditions of the New Plan, except as otherwise expressly set forth in this Agreement. Notwithstanding the foregoing, the Board may determine to grant such equity-based compensation award in whole or in part in a form other than a stock option, in which case the Share Number shall be equitably adjusted as determined in the Board's reasonable discretion.

B. The Executive hereby agrees that, during the nine-month period following the date on which the Closing occurs (the "***Lock-Up Period***"), the Executive will not (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder, with respect to shares of common stock of Sema4 Holdings Corp., (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any shares of common stock of Sema4 Holdings Corp., in cash or otherwise, or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii). The Executive authorizes the Corporation during the Lock-Up Period to cause its transfer agent to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to shares of common stock of Sema4 Holdings Corp. for which the Executive is the record holder and, in the case of any shares of common stock of Sema4 Holdings Corp. for which the Executive is the beneficial holder but not the record holder, the Executive agrees during the Lock-Up Period to cause the record holder to cause the relevant transfer agent to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to, such shares, if such transfer would constitute a violation or breach of this Section 4.B.

5. TERMINATION AND SEVERANCE.

A. As used in this Section 5:

"***Cause***" shall mean: (1) any willful failure (except as result of sickness, illness or injury) or refusal by the Executive to perform any of the Executive's material duties pursuant to this Agreement or to carry out the instructions of the CEO or the Direct Report after the Corporation shall have provided written notice and a reasonable opportunity to cure such failure or refusal; (2) material breach by the Executive of the Proprietary Information and Inventions Agreement executed by the Executive with the Corporation (the "***Proprietary Rights Agreement***") after the Corporation shall have provided written notice and a reasonable opportunity to cure such material breach; (3) material breach by the Executive of any written corporate policy of the Corporation after the Corporation shall have provided written notice and a reasonable opportunity to cure such material breach; (4) breach by the Executive of the Executive's fiduciary duty to the Corporation; (5) gross negligence or willful misconduct of the Executive in

connection with the Corporation's business or the performance of Executive's duties; provided that in the case of gross negligence, such gross negligence results in demonstrable harm to the Corporation; (6) the Executive's conviction of or plea of nolo contendere to any crime that would materially impair the reputation of the Corporation, any crime involving theft, embezzlement or other misappropriation of money or other property, or any crime which constitutes a felony in the jurisdiction involved; or (7) the Executive's habitual absence or habitual abuse of alcohol or controlled or illegal substances during working hours, after the Corporation shall have provided written notice to the Executive and given the Executive thirty (30) days within which to commence rehabilitation with respect thereto, and the Executive shall have failed to commence such rehabilitation or continued to perform under the influence after such rehabilitation.

"***Change in Control Period***" means the period commencing on the date of a Change of Control and ending on the date that is twelve (12) months following a Change in Control.

"***Change in Control***" means a Corporate Transaction as defined in the New Plan.

"***Disability***" shall mean the Executive's inability to perform the essential duties of the Executive's employment hereunder with reasonable accommodation by reason of any medically determined physical or mental impairment that has lasted a period of not less than one-hundred-eighty (180) days (whether or not consecutive) in any consecutive three-hundred-sixty-five (365) day period as determined by a physician that is mutually acceptable to the Corporation and the Executive. If Corporation and the Executive cannot agree on a physician, each party shall select a physician and the two physicians shall select a third who shall be the approved physician for this purpose.

"***Good Reason***" shall mean: (1) any material breach by the Corporation of its obligations to the Executive pursuant to this Agreement (including, without limitation, a failure to pay Base Salary in accordance with Section 3.A); (2) a reduction in the Executive's authority or responsibility, which represents a material diminution in the Executive's authority or responsibility; or (3) the Corporation requiring the Executive to relocate the Executive's place of employment to more than seventy-five (75) miles from one of the Corporation's business locations as of the date hereof; *provided*, *however*, that none of these events shall constitute Good Reason unless (i) the Executive has notified the Corporation in writing of the event(s) constituting Good Reason within sixty (60) days after the Executive first becomes aware of the occurrence of such event(s); (ii) the Corporation has failed to cure such event(s) within thirty (30) days after the notice, and (iii) the Executive resigns from all positions then held by the Executive no later than thirty (30) days after the expiration of such cure period.

B. *Termination*. This Agreement, the Term and the Executive's employment hereunder shall terminate upon any of the following:

(i) in the event of any determination by the Board that there is Cause for such termination, upon written notice of termination from the Corporation to the Executive (following the expiration of a cure period, as applicable);

(ii) immediately upon the death or Disability of the Executive;

(iii) in the event of any determination by the Executive that there is Good Reason for such termination, upon written notice of termination from the Executive to the Corporation (following the expiration of the cure period);

(iv) at the election of the Corporation to terminate this Agreement without Cause, upon sixty (60) days' written notice to the Executive; or

(v) at the election of the Executive to terminate this Agreement without Good Reason, upon thirty (30) days' written notice to the Corporation.

C. *General*. Upon the termination of the Executive's employment for any reason, the Executive (or Executive's estate, as the case may be) shall be entitled to receive (i) any Base Salary hereunder accrued prior to the date of such termination, (ii) any amount payable to the Executive under the policies and procedures of the Corporation with respect to payments to executive officers for accrued vacation and unreimbursed business expenses for which proper documentation is provided and (iii) if the Executive's employment ends for any reason other than the Corporation's termination of the Executive's employment for Cause, the Corporation shall pay the Executive any earned but unpaid Performance Bonus for the most recently completed calendar year in the discretion of the Board (collectively, the "***Accrued Compensation***").

D. *Severance Benefits Upon Termination by the Corporation Without Cause or by the Executive for Good Reason Outside of the Change in Control Period*. Upon the termination of the Executive's employment by the Corporation without Cause or by the Executive for Good Reason outside of the Change in Control Period, the Executive will be entitled to receive the Accrued Compensation and, subject to the requirements of Section 5.F, will be entitled to receive the following payments and benefits, in each case, less required deductions and withholdings:

(i) *Cash Severance.* The Corporation shall pay the Executive, as severance, the equivalent of nine (9) months of the Executive's Base Salary as in effect as of the date of such termination, payable in the form of salary continuation, on the Corporation's regular payroll dates, subject to standard payroll deductions and withholdings, starting on the 60th day after the Executive's termination date, with the first payment to include those payments that would have occurred earlier but for the 60-day delay.

(ii) *Benefits Continuation*. Provided that the Executive is then eligible for and timely elects continued coverage under COBRA, the Corporation shall directly pay, or reimburse the Executive for, the monthly COBRA premiums to continue the Executive's coverage (including coverage for eligible dependents, if applicable) through the period starting on the Executive's termination date and ending on the earliest to occur of: (a) twelve (12) months following the Executive's termination date; (b) the date Executive becomes eligible for group health insurance coverage through a new employer; and (c) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during this time period, the Executive must immediately notify the Corporation of such event. Notwithstanding the foregoing, if the Corporation determines, in its sole discretion, that it cannot pay the COBRA premiums without a substantial risk of violating applicable law, the Corporation instead shall pay to the Executive, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month, subject to applicable tax withholdings, for the remainder of the COBRA premium period. The Executive may, but is not obligated to, use such payments toward the cost of COBRA premiums.

E. *Severance Benefits Upon Termination by the Corporation Without Cause or by the Executive for Good Reason During the Change in Control Period*. Upon the termination of the Executive's employment by the Corporation without Cause or by the Executive for Good Reason during a Change in Control Period, the Executive will be entitled to receive the Executive's Accrued

Compensation and, subject to the requirements of Section 5.F, will be entitled to receive the following payments and benefits, in each case, less required deductions and withholdings:

(i) *Cash Severance.* The Corporation shall pay the Executive, as severance:

(A) the equivalent of twelve (12) months of the Executive's Base Salary as in effect as of the date of such termination, payable in the form of salary continuation, on the Corporation's regular payroll dates, subject to standard payroll deductions and withholdings, starting on the 60th day after Executive's termination date, with the first payment to include those payments that would have occurred earlier but for the 60-day delay; and

(B) an amount equal to one hundred percent (100%) of the Executive's target Performance Bonus for the calendar year in which the Executive's employment termination occurs (disregarding any change to the Executive's Base Salary giving rise to Good Reason), payable in a lump sum, less deductions and withholdings, at the same time as the first severance payment described in Section 5.E(i)(A) above. For the avoidance of doubt, the amount payable pursuant to this Section 5.E(i)(B) shall not be subject to proration based on the portion of the year elapsed as of the date of termination.

(ii) *Benefits Continuation*. Provided that the Executive is then eligible for and timely elects continued coverage under COBRA, the Corporation shall directly pay, or reimburse the Executive for, the monthly COBRA premiums to continue the Executive's coverage (including coverage for eligible dependents, if applicable) through the period starting on the Executive's termination date and ending on the earliest to occur of: (a) twelve (12) months following Executive's termination date; (b) the date the Executive becomes eligible for group health insurance coverage through a new employer; and (c) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event the Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during this time period, the Executive must immediately notify the Corporation of such event. Notwithstanding the foregoing, if the Corporation determines, in its sole discretion, that it cannot pay the COBRA premiums without a substantial risk of violating applicable law, the Corporation instead shall pay to the Executive, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month, subject to applicable tax withholdings, for the remainder of the COBRA premium period. The Executive may, but is not obligated to, use such payments toward the cost of COBRA premiums.

(iii) *Equity Award Acceleration*. The vesting of all unvested equity-based incentive compensation awards outstanding as of the date of such Change in Control and held by the Executive as of the date of such termination shall be accelerated such that 100% of the shares underlying such awards shall be deemed immediately vested and, if applicable, exercisable; *provided* that, in the case of any unvested equity-based incentive compensation awards that are subject to performance-based vesting terms as of the date of such termination, the treatment of such performance-based vesting conditions shall be governed by the applicable equity plan and award agreement.

F. *Conditions to Receipt of Severance Benefits*. As a condition to receiving the payments and benefits set forth in Section 5.D and Section 5.E, (i) the Executive must execute and deliver to the Corporation a customary release of claims in a form reasonably acceptable to the Corporation (the "***Release***") and the Release must have become effective and the revocation period provided therein must have expired without the Executive having revoked the Release within the 60-day period following the date of termination, and (ii) the Executive must not have revoked or breached the provisions of such Release or breached Section 9 or Section 12 of this Agreement, or the Proprietary Rights Agreement. The Corporation shall provide the Release to the Executive within 21 days following the date of termination.

In the event the Corporation does not provide the Release to the Executive within 21 days following the date of termination, the Release shall no longer be required and the Executive shall nonetheless be entitled to the payments and benefits set forth in Section 5.D and Section 5.E. However, in the event that the Executive is provided the Release within the 21-day period following the date of termination, but the Executive does not execute and deliver the Release, the Release does not become effective and irrevocable within such period or the Executive revokes or breaches the provisions of the Release or breaches Section 9 or Section 12 of this Agreement or the provisions of the Proprietary Rights Agreement, the Executive (A) will be deemed to have voluntarily resigned the Executive's employment hereunder without Good Reason, (B) will not be entitled to the payments, benefits or accelerated vesting described in Section 5.D or Section 5.E and (C) will be required to reimburse the Corporation, in cash within five business days after written demand is made by the Corporation therefore, for an amount equal to the value of any payments or benefits the Executive received pursuant to Section 5.D or Section 5.E.

6. PROPRIETARY RIGHTS AGREEMENT.

The Executive acknowledges that the Proprietary Rights Agreement previously entered into between the Executive and the Corporation shall continue to remain in effect.

7. AGREEMENT ASSIGNMENT.

It is agreed that this is a personal contract between the parties and that the rights and interests of the Executive hereunder may not be sold, transferred, assigned, pledged or hypothecated otherwise than by will or the laws of descent or distribution. The Corporation may assign this Agreement to a successor to all or substantially all of the business of the Corporation, and upon such assignment and the assumption of the obligations of the Corporation hereunder by such successor the Corporation shall be released from any further liability pursuant hereto.

8. EXCLUSIVE EMPLOYMENT.

During Executive's employment with the Corporation, the Executive will not do anything to compete with the present or contemplated business of the Corporation, suffer to exist any conflict of interest in respect of Executive's relationship with the Corporation or plan or organize any competitive business activity (with the understanding that the ownership by the Executive of less than one percent (1%) of the outstanding shares of common stock of a publicly traded corporation shall not be deemed to violate the requirements of this sentence). The Executive is not a party to and will not enter into any agreement that conflicts with Executive's duties or obligations to the Corporation; all corporate opportunities which are consistent with the business and purpose of the Corporation are to be the property of the Corporation and cannot be used or disclosed by Executive for any purpose other than performing Executive's duties for the Corporation and Executive shall present to the Corporation any such opportunities of which Executive becomes aware; *provided*, *however*, that the provisions of this sentence are subject to the provisions of Article Eighth of the Amended and Restated Certificate of Incorporation of the Corporation. Executive shall at all times strictly comply with the Corporation's conflicts of interest policy and any other policies adopted by the Board.

9. RESTRICTIVE COVENANTS.

A. In consideration of Executive's employment and the provisions of this Employment Agreement, Executive agrees that during Executive's employment with the Corporation, and for a period of nine (9) months following the termination of Executive's employment with the Corporation for any reason, Executive will not solicit on behalf of himself or any organization other than the Corporation any person or entity who is then or within the last twelve (12) months was a customer or vendor of the

Corporation or render services directly or indirectly anywhere within the United States of America for himself or on behalf of any third-party to any organization that is a competitor of the Corporation as of the date of such termination.

B. Executive agrees that for nine (9) months following the termination of Executive's employment for any reason, Executive will not hire, solicit, recruit, encourage to leave or entice away, or endeavor to hire, solicit, recruit, encourage to leave or entice away from the Corporation any employee or exclusive consultant of the Corporation. The Corporation agrees that this Section 9.B shall not be breached if following termination of Executive's employment by Corporation, Executive is associated with an organization that places general solicitations for employment and an employee or exclusive consultant of the Corporation is hired by such organization as a result of such general solicitation and without any specific solicitation of such employee or exclusive consultant.

C. Executive agrees that the restrictions and agreements contained in this Agreement (including the Proprietary Rights Agreement) are reasonable and necessary to protect the legitimate interests of the Corporation and that any violation of the restrictive covenants contained herein will cause substantial and irreparable harm to the Corporation that would not be quantifiable and for which no adequate remedy would exist at law. Accordingly, Executive authorizes the issuance of injunctive relief against him without the requirement of posting bond, for any violation of e restrictive covenants contained herein. In addition, the parties agree that the prevailing party in any legal action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees incurred in enforcing this Agreement from the non-prevailing party

10. 409A COMPLIANCE.

Notwithstanding any other provision of this Agreement, the Corporation and the Executive intend that any payments, benefits or other provisions applicable to this Agreement comply with the payout and other limitations and restrictions imposed under Section 409A of the Internal Revenue Code of 1986, as amended ("***Section 409A***" and the Internal Revenue Code of 1986, as amended, the "***Code***"), as clarified or modified by guidance from the U.S. Department of Treasury or the Internal Revenue Service, in each case if and to the extent Section 409A is otherwise applicable to this Agreement and such compliance is necessary to avoid the penalties otherwise imposed under Section 409A. In this connection, the Corporation and the Executive agree that the payments, benefits and other provisions applicable to this Agreement, and the terms of any deferral and other rights regarding this Agreement, shall be deemed modified if and to the extent necessary to comply with the payout and other limitations and restrictions imposed under Section 409A, as clarified or supplemented by guidance from the U.S. Department of Treasury or the Internal Revenue Service, in each case if and to the extent Section 409A is otherwise applicable to this Agreement and such compliance is necessary to avoid the penalties otherwise imposed under Section 409A. Any payments and benefits under this Agreement that qualify for the "short-term deferral" exemption or another exemption under Section 409A shall be paid under the applicable exemption. For purposes of the Section 409A, each payment of compensation under this Agreement shall be treated as a separate payment of compensation. Notwithstanding anything in this Agreement to the contrary, if any amounts or benefits payable under this Agreement in the event of Executive's termination of employment constitute "nonqualified deferred compensation" within the meaning of Code Section 409A, payment of such amounts and benefits shall commence when the Executive incurs a "separation from service" within the meaning of Treasury Regulation 1.409A-1(h) ("***Separation from Service***"). Such payments or benefits shall be provided in accordance with the timing provisions of this Agreement by substituting the Agreement's references to "termination of employment" or "termination" with Separation from Service. In addition, if at the time of Executive's Separation from Service the Executive is a "specified employee" within the meaning of Code Section 409A(a)(2)(B)(i), any amount or benefits

that the constitutes “nonqualified deferred compensation” within the meaning of Code Section 409A that becomes payable to Executive on account of the Executive’s Separation from Service will not be paid until after the earlier of (i) first business day of the seventh month following Executive’s Separation from Service, or (ii) the date of the Executive’s death (the “***409A Suspension Period***”). Within 14 calendar days after the end of the 409A Suspension Period, the Executive shall be paid a cash lump sum payment equal to any payments and benefits that the Corporation would otherwise have been required to provide under this Agreement but for the imposition of the 409A Suspension Period delayed because of the preceding sentence. Thereafter, the Executive shall receive any remaining payments and benefits due under this Agreement in accordance with the terms of this Section (as if there had not been any Suspension Period beforehand). To the extent not otherwise specified in this Agreement, all (A) reimbursements and (B) in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (1) any reimbursement is for expenses incurred during the Executive’s lifetime (or during a shorter period of time specified in this Agreement); (2) the amount of expenses eligible for reimbursement, or in kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in kind benefits to be provided, in any other calendar year; (3) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred; and (4) the right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit.

11. SECTION 280G.

In the event that the severance and other benefits provided for in this Agreement or otherwise payable to the Executive (i) constitute “parachute payments” within the meaning of Section 280G of the Code and (ii) but for this Section 11, would be subject to the excise tax imposed by Section 4999 of the Code, then, the Executive’s severance and other benefits under this Agreement shall be payable either (i) in full, or (ii) as to such lesser amount which would result in no portion of such severance and other benefits being subject to the excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999 of the Code, results in the receipt by the Executive on an after-tax basis of the greatest amount of severance benefits under this Agreement, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. Any reduction shall be made in the following order: (i) reduction of cash payments, (ii) cancellation of accelerated vesting of equity awards, and (iii) reduction of other benefits payable to the Executive. Unless the Corporation and the Executive otherwise agree in writing, any determination required under this Section 11 shall be made in writing by the Corporation’s independent public accountants (the “***Accountants***”), whose determination shall be conclusive and binding upon the Executive and the Corporation for all purposes. For purposes of making the calculations required by this Section 11, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Corporation and the Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 11. The Corporation shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 11.

12. INDEMNIFICATION.

The Corporation shall indemnify the Executive, to the maximum extent permitted by applicable law, and in the same or better manner and to the same or better extent with respect to each aspect of the indemnification as provided to any other executive of the Corporation (including without limitation any Directors and Officers insurance coverage), against all costs, charges and expenses incurred or sustained

by the Executive in connection with any action, suit or proceeding to which the Executive may be made a party, brought by any shareholder of the Corporation directly or derivatively or by any third party by reason of any act or omission of the Executive as an officer, director or employee of the Corporation or of any subsidiary or affiliate of the Corporation.

13. NO DUTY TO MITIGATE.

In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any provisions of this Agreement.

14. GENERAL PROVISIONS.

A. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without reference to the principles thereof respecting conflicts of laws. Each party to this Agreement, by his, her or its execution hereof, hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts sitting in the County of New York, State of New York for the purpose of any and all actions, suits or proceedings arising in whole or in part out of, related to, based upon or in connection with this Agreement.

B. Any notices provided hereunder must be in writing and shall be deemed effective upon the earlier of personal delivery or the third day after mailing by U.S. registered or certified mail, return receipt requested and postage prepaid, to the Corporation at its primary office location and to Executive at Executive's address as listed on the Corporation payroll.

C. This Agreement shall inure to the benefit of and be binding upon the Corporation, its permitted successors and assigns and the Executive, Executive's heirs, executors, administrators and legal representatives.

D. This Agreement and the Proprietary Rights Agreement set forth the entire understanding of the parties hereto with respect to the employment of the Executive by the Corporation. Any and all other previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, including the Prior Agreement, are hereby released, merged herein and superseded by this Agreement.

E. No statement, representation, warranty, covenant or agreement not expressly set forth in this Agreement shall affect or be used to interpret, change or restrict the express terms and provisions of this Agreement.

F. This Agreement may not be amended or modified without a writing signed by each of the Executive and the Corporation. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

G. This Agreement may be executed in two counterparts, each of which shall be an original, and which together shall constitute one and the same instrument. A facsimile transmission by a party of a signed signature page hereof shall have the same effect as delivery by such party of a manually executed original counterpart hereof.

H. If for any reason any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held invalid, and each such other provision shall, to the full extent consistent with law, continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall not affect the rest of such provision not held invalid, and the rest of such provision, and the rest of this Agreement, shall, to the full extent consistent with law, continue in full force and effect.

I. The provisions of Section 5, 6, 9, 10, 12, 13, and 14 shall survive any termination or expiration of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

THE CORPORATION:

Mount Sinai Genomics, Inc.

By: /s/ Eric Schadt

Name: Eric Schadt

Title: Chief Executive Officer

THE EXECUTIVE:

/s/ Daniel Clark

Daniel Clark

EXHIBIT A
DUTIES

Partner with executive management and business leadership to navigate legal risks and potential exposure across the Corporation's operations, strategy, and growth, including with regard to tax structure, capital raises, debt instruments, and mergers and acquisitions.

Develop and implement a regulatory compliance program for the Corporation's healthcare and consumer operations, including with regard to privacy and security requirements for patient data and clinical care.

Negotiate and draft all legal documents and contracts involved in the Corporation's operations, including, for example, research partnerships, managed care contracts, intellectual property licenses, capital and real estate leases, lab service agreements, leases, patient consents, product terms of use, policies, data use agreements, and confidentiality agreements.

Structure and manage the company's corporate governance program, including the maintenance and drafting of the Corporation's operating documents, resolutions, written consents, and minutes.

Safeguard the Corporation's intellectual property portfolio, including by filing patents and trademarks and by instituting practices to maintain trade secrets.

Enable and protect the Corporation's data assets, both acquired and developed, including during the contracting process and through the creation and implementation of compliant and robust patient consent and data management practices.

Oversee all pre-litigation, litigation, litigation-avoidance, and litigation-alternative activities, from risk management to document holds to litigation strategy to settlement negotiations.

Engage with the Corporation's shareholders and affiliates regarding foreseeable liabilities and obligations.

Oversee the Corporation's employment practices, including the creation and implementation of the Corporation's visa and green card program for foreign national employees.

Assemble and manage a team of attorneys, contracts personnel, and paralegals to efficiently support the company's operations.

Select and manage an expert collection of outside counsel support the legal services required enterprise wide in a cost-effective and thorough manner.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "***Agreement***"), dated as of the 10th day of June, 2021, by and between Mount Sinai Genomics, Inc. (the "***Corporation***"), and James Coffin (the "***Executive***") amends and restates the employment agreement entered into between the Corporation and the Executive, dated August 31, 2017 (the "***Prior Agreement***").

W I T N E S S E T H :

WHEREAS, the Corporation has entered into an Agreement and Plan of Merger, dated February 2, 2021, with CM Life Sciences, Inc. ("***CMLS***") and the other parties named therein (as amended from time to time, the "Merger Agreement"), pursuant to which a wholly-owned subsidiary of CMLS will merge with and into the Corporation, with the Corporation surviving the merger as a wholly-owned subsidiary of CMLS (the "***Business Combination***").

WHEREAS, in connection with the closing of the Business Combination (the "***Closing***"), the name of the post-combination company will be changed to Sema4 Holdings Corp., and references herein to the Corporation shall be understood to refer to Sema4 Holdings Corp. following the Effective Time (as defined below), as the context requires;

WHEREAS, the Corporation wishes to set forth the terms and conditions of the Executive's employment, on terms and conditions mutually agreeable and beneficial to the Corporation and the Executive; and

WHEREAS, the Executive is willing to render services to the Corporation pursuant to the terms and conditions hereof;

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

1. POSITION AND DUTIES

A. The Corporation shall continue to employ the Executive in the position of President and Chief Operating Officer and the Executive hereby accepts such employment. The Executive shall be subject to the direction of and shall report directly to the Chief Executive Officer of the Corporation (the "***CEO***" or the "***Direct Report***"). Subject to such reporting relationship, the Executive shall perform the duties listed on **Exhibit A** hereto. The Executive shall perform the duties assigned to him by the Corporation with fidelity and to the best of his ability. The Executive shall deal at all times in good faith with the Corporation.

B. This Agreement shall become effective upon the date on which the Closing occurs (the "***Effective Date***"). During the Term, the Executive shall devote one hundred percent (100%) of his business time to the performance of his duties on behalf of the Corporation, provided that (i) the Executive shall be permitted to devote attention during non-business hours to voluntary service with non-competitive not-for-profit charitable organizations, and (ii) the Executive shall be permitted to devote a maximum of four days per calendar quarter to service on the boards of directors of no more than two (2) business enterprises subject to the following conditions: (a) such service is approved in advance by the CEO and (where appropriate in the judgment of the CEO) the board of directors of the Corporation (the "***Board***"), (b) the interests of any such business enterprise do not conflict with the interests of the Corporation (as determined by the CEO in his sole discretion), (c) no such business enterprise has securities that are publicly traded on any exchange or over-the-counter market, (d) such service complies with applicable conflicts of interests policies of the Corporation and (e) the Executive ceases such service

at any time when the Corporation determines that any of the conditions described in clauses (a)-(d) are not met.

C. The Executive's services shall be performed principally at the Corporation's Stamford, Connecticut site or at the Corporation's other business locations, as directed by the Direct Report from time to time, subject to travel from time to time as reasonably required in connection with the Executive's duties. Notwithstanding the foregoing, the Corporation acknowledges that as of the date of this Agreement and until otherwise directed by the Direct Report, the Executive shall be permitted to perform his duties from his current residence in Frisco, TX, and required to commute to the Corporation's Stamford, Connecticut office on a regular basis.

2. TERM

This Agreement shall commence on the Effective Date and shall continue thereafter for a term of three (3) years and shall automatically renew for successive one (1) year terms unless earlier terminated in accordance with the terms hereof (such period from the date hereof until the termination date hereof, the "***Term***").

3. COMPENSATION

In consideration for the Executive's services hereunder, the Executive shall receive the following compensation:

A. *Base Salary*. Beginning on the Effective Date and for the balance of the Term, the Corporation shall pay the Executive a base salary at a rate equal to $550,000 per annum (as adjusted from time to time in accordance with this Section 3.A, the "***Base Salary***"). The Executive's Base Salary shall be subject to annual review in the discretion of the Board, provided that the Board may not decrease the Base Salary. The Executive's Base Salary shall be subject to customary federal, state and local withholdings for income taxes, F.I.C.A. and similar charges. Throughout the Term, the Base Salary shall be payable in bi-weekly installments in arrears or in such other manner as the Corporation adopts as its payroll process for Corporation employees generally.

B. *Performance Bonus*. In addition to the Base Salary, the Executive shall be eligible to receive an annual performance bonus for each calendar year during the Term (the "***Performance Bonus***") with a target amount equal to seventy percent (70%) of the Base Salary. The Performance Bonus for a calendar year shall be paid within the first ninety (90) days of the immediately following calendar year (subject to applicable federal, state and local tax withholdings). The amount of the Performance Bonus for any given calendar year (which may be greater than or less than the target amount, if actual performance is greater than or less than the performance goals) shall be determined by the Board based on the Board's determination of the extent of the achievement of performance goals for the Corporation and/or the Executive for such calendar year. In the case of any such performance metric and other criteria that is not entirely objective, the determination of whether such performance metric or other criteria has been met shall lie in the reasonable discretion of the Board.

C. *Benefits*. During the Term, the Executive shall receive the package of employee benefits that the Corporation elects to make available to its most senior executive officers. In addition, the Executive shall be entitled to no less than four (4) weeks of vacation annually (pro rated for periods less than a full calendar year) in accordance with the Corporation's vacation policies in effect from time to time. The Executive's benefit package and the Executive's use of his vacation time shall be subject to the Corporation's policies.

D. *Business Expenses*. Subject to Section 3.E, the Executive shall be reimbursed for all reasonable and necessary business expenses incurred by him during the Term in connection with his employment.

E. *Conditions to Reimbursement of Expenses*. Reimbursement shall be based upon adherence to and submission by the Executive of expense statements and other documentation thereof required in accordance with the Corporation's expense reimbursement policies.

4. EQUITY-BASED COMPENSATION AWARD; LOCK-UP PERIOD

A. As soon as practicable following the Closing and the Corporation's filing of a registration statement on Form S-8 with respect to the Sema4 Holdings Corp. 2021 Equity Incentive Plan to be adopted by CMLS in connection with the Business Combination (the "***New Plan***"), and subject to the approval of the Board, the Corporation shall grant the Executive an option under the New Plan to purchase a number of shares of common stock of Sema4 Holdings Corp. (the "***New Option***") equal to 0.4% of the total number of shares of common stock of Sema4 Holdings Corp. outstanding as of immediately following the Closing (the "***Share Number***"). The terms of the New Option shall be governed in all respects by the terms of the notice of grant and award agreement to be entered into in connection with such grant and the terms and conditions of the New Plan, except as otherwise expressly set forth in this Agreement.

B. The Executive hereby agrees that, during the nine-month period following the date on which the Closing occurs (the "***Lock-Up Period***"), he will not (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder, with respect to shares of common stock of Sema4 Holdings Corp., (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any shares of common stock of Sema4 Holdings Corp., in cash or otherwise, or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii). The Executive authorizes the Corporation during the Lock-Up Period to cause its transfer agent to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to shares of common stock of Sema4 Holdings Corp. for which the Executive is the record holder and, in the case of any shares of common stock of Sema4 Holdings Corp. for which the Executive is the beneficial holder but not the record holder, the Executive agrees during the Lock-Up Period to cause the record holder to cause the relevant transfer agent to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to, such shares, if such transfer would constitute a violation or breach of this Section 4.B.

5. TERMINATION AND SEVERANCE

A. As used in this Section 5:

"***Cause***" shall mean: (1) any willful failure (except as result of sickness, illness or injury) or refusal by the Executive to perform any of his material duties pursuant to this Agreement or to carry out the instructions of the CEO or the Direct Report after the Corporation shall have provided written notice and a reasonable opportunity to cure such failure or refusal; (2) material breach by the Executive of the Proprietary Information and Inventions Agreement (the "***Proprietary Rights Agreement***") executed by the Executive with the Corporation after the Corporation shall have provided written notice and a reasonable opportunity to cure such material breach; (3) material breach by the Executive of any written

corporate policy of the Corporation after the Corporation shall have provided written notice and a reasonable opportunity to cure such material breach; (4) breach by the Executive of his fiduciary duty to the Corporation; (5) gross negligence or willful misconduct of the Executive in connection with the Corporation's business or the performance of Executive's duties; provided that in the case of gross negligence, such gross negligence results in demonstrable harm to the Corporation; (6) the Executive's conviction of or plea of nolo contendere to any crime that would materially impair the reputation of the Corporation, any crime involving theft, embezzlement or other misappropriation of money or other property, or any crime which constitutes a felony in the jurisdiction involved; or (7) the Executive's habitual absence or habitual abuse of alcohol or controlled or illegal substances during working hours, after the Corporation shall have provided written notice to Executive and given Executive thirty(30) days within which to commence rehabilitation with respect thereto, and Executive shall have failed to commence such rehabilitation or continued to perform under the influence after such rehabilitation.

"***Change in Control Period***" means the period commencing on the date of a Change of Control and ending on the date that is twelve (12) months following a Change in Control.

"***Change in Control***" means a Corporate Transaction as defined in the New Plan.

"***Disability***" shall mean the Executive's inability to perform the essential duties of Executive's employment hereunder with reasonable accommodation by reason of any medically determined physical or mental impairment that has lasted a period of not less than one-hundredeighty (180) days (whether or not consecutive) in any consecutive three-hundred-sixty-five (365) day period as determined by a physician that is mutually acceptable to the Corporation and Executive. If Corporation and Executive cannot agree on a physician, each party shall select a physician and the two physicians shall select a third who shall be the approved physician for this purpose.

"***Good Reason***" shall mean: (1) any material breach by the Corporation of its obligations to the Executive pursuant to this Agreement (including, without limitation, a failure to pay Base Salary in accordance with Section 3.A); (2) a reduction in the Executive's authority or responsibility, which represents a material diminution in the Executive's authority or responsibility; or (3) the Corporation requiring the Executive to relocate his place of employment to more than seventy-five (75) miles from one of the Corporation's business locations as of the date hereof; *provided*, *however*, that none of these events shall constitute Good Reason unless (i) the Executive has notified the Corporation in writing of the event(s) constituting Good Reason within sixty(60) days after the Executive first becomes aware of the occurrence of such event(s); *provided* that, in the case of the change in the identity of the CEO of the Corporation, such notice shall be given within thirty (30) days after such change,(ii) the Corporation has failed to cure such event(s) within thirty (30) days after the notice, and (iii) the Executive resigns from all positions then held by the Executive no later than thirty (30) days after the expiration of such cure period.

B. *Termination*. This Agreement, the Term and the Executive's employment hereunder shall terminate upon any of the following:

(i) in the event of any determination by the Board that there is Cause for such termination, upon written notice of termination from the Corporation to the Executive (following the expiration of a cure period, as applicable);

(ii) immediately upon the death or Disability of the Executive;

(iii) in the event of any determination by the Executive that there is Good Reason for such termination, upon written notice of termination from the Executive to the Corporation (following the expiration of the cure period);

(iv) at the election of the Corporation to terminate this Agreement without Cause, upon sixty (60) days' written notice to the Executive; or

(v) at the election of the Executive to terminate this Agreement without Good Reason, upon thirty (30) days' written notice to the Corporation

C. *General*. Upon the termination of the Executive's employment for any reason, the Executive (or his estate, as the case may be) shall be entitled to receive (i) any Base Salary hereunder accrued prior to the date of such termination, (ii) any amount payable to the Executive under the policies and procedures of the Corporation with respect to payments to executive officers for accrued vacation and unreimbursed business expenses for which proper documentation is provided and (iii) if the Executive's employment ends for any reason other than the Corporation's termination of the Executive's employment for Cause, the Corporation shall pay the Executive his earned but unpaid Performance Bonus for the most recently completed calendar year in the discretion of the Board (collectively, the "***Accrued Compensation***").

D. *Severance Benefits Upon Termination by the Corporation Without Cause or by the Executive for Good Reason Outside of the Change in Control Period*. Upon the termination of the Executive's employment by the Corporation without Cause or by the Executive for Good Reason outside of the Change in Control Period, the Executive will be entitled to receive the Accrued Compensation and, subject to the requirements of Section 5.F, will be entitled to receive the following payments and benefits, in each case, less required deductions and withholdings:

(i) *Cash Severance*. The Corporation shall pay the Executive, as severance, the equivalent of twelve (12) months of the Executive's Base Salary as in effect as of the date of such termination, payable in the form of salary continuation, on the Corporation's regular payroll dates, subject to standard payroll deductions and withholdings, starting on the 60th day after the Executive's termination date, with the first payment to include those payments that would have occurred earlier but for the 60-day delay.

(ii) *Benefits Continuation*. Provided that the Executive is then eligible for and timely elects continued coverage under COBRA, the Corporation shall directly pay, or reimburse the Executive for, the monthly COBRA premiums to continue the Executive's coverage (including coverage for eligible dependents, if applicable) through the period starting on the Executive's termination date and ending on the earliest to occur of: (a) twelve (12) months following the Executive's termination date; (b) the date Executive becomes eligible for group health insurance coverage through a new employer; and (c) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during this time period, the Executive must immediately notify the Corporation of such event. Notwithstanding the foregoing, if the Corporation determines, in its sole discretion, that it cannot pay the COBRA premiums without a substantial risk of violating applicable law, the Corporation instead shall pay to the Executive, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month, subject to applicable tax withholdings, for the remainder of the COBRA premium period. The Executive may, but is not obligated to, use such payments toward the cost of COBRA premiums.

E. *Severance Benefits Upon Termination by the Corporation Without Cause or by the Executive for Good Reason During the Change in Control Period*. Upon the termination of the Executive's employment by the Corporation without Cause or by the Executive for Good Reason during a Change in Control Period, the Executive will be entitled to receive the Executive's Accrued

Compensation and, subject to the requirements of Section 5.F, will be entitled to receive the following payments and benefits, in each case, less required deductions and withholdings:

(i) *Cash Severance*. The Corporation shall pay the Executive, as severance:

(A) the equivalent of twelve (12) months of the Executive's Base Salary as in effect as of the date of such termination, payable in the form of salary continuation, on the Corporation's regular payroll dates, subject to standard payroll deductions and withholdings, starting on the 60th day after Executive's termination date, with the first payment to include those payments that would have occurred earlier but for the 60-day delay; and

(B) an amount equal to one hundred percent (100%) of the Executive's target Performance Bonus for the calendar year in which the Executive's employment termination occurs (disregarding any change to the Executive's Base Salary giving rise to Good Reason), payable in a lump sum, less deductions and withholdings, at the same time as the first severance payment described in Section 5.E(i)(A) above. For the avoidance of doubt, the amount payable pursuant to this Section 5.E(i)(B) shall not be subject to proration based on the portion of the year elapsed as of the date of termination

(ii) *Benefits Continuation*. Provided that the Executive is then eligible for and timely elects continued coverage under COBRA, the Corporation shall directly pay, or reimburse the Executive for, the monthly COBRA premiums to continue the Executive's coverage (including coverage for eligible dependents, if applicable) through the period starting on the Executive's termination date and ending on the earliest to occur of: (a) twelve (12) months following Executive's termination date; (b) the date the Executive becomes eligible for group health insurance coverage through a new employer; and (c) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event the Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during this time period, the Executive must immediately notify the Corporation of such event. Notwithstanding the foregoing, if the Corporation determines, in its sole discretion, that it cannot pay the COBRA premiums without a substantial risk of violating applicable law, the Corporation instead shall pay to the Executive, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month, subject to applicable tax withholdings, for the remainder of the COBRA premium period. The Executive may, but is not obligated to, use such payments toward the cost of COBRA premiums.

(iii) *Equity Award Acceleration*. The vesting of all unvested equity-based incentive compensation awards outstanding as of the date of such Change in Control and held by the Executive as of the date of such termination shall be accelerated such that 100% of the shares underlying such awards shall be deemed immediately vested and, if applicable, exercisable; *provided* that, in the case of any unvested equity-based incentive compensation awards that are subject to performance-based vesting terms as of the date of such termination, the treatment of such performance-based vesting conditions shall be governed by the applicable equity plan and award agreement.

F. *Conditions to Receipt of Severance Benefits*. As a condition to receiving the payments and benefits set forth in Section 5.D and Section 5.E, (i) the Executive must execute and deliver to the Corporation a release of claims in a form reasonably acceptable to the Corporation (the "***Release***") and the Release must have become effective and the revocation period provided therein must have expired without the Executive having revoked the Release within the 60-day period following the date of termination, and (ii) the Executive must not have revoked or breached the provisions of such Release or breached Section 9 or Section 12 of this Agreement, or the Proprietary Rights Agreement. The Corporation shall provide the Release to the Executive within 21 days following the date of termination.

In the event the Corporation does not provide the Release to the Executive within 21 days following the date of termination, the Release shall no longer be required and the Executive shall nonetheless be entitled to the payments and benefits set forth in Section 5.D and Section 5.E. However, in the event that the Executive is provided the Release within the 21-day period following the date of termination, but the Executive does not execute and deliver the Release, the Release does not become effective and irrevocable within such period or the Executive revokes or breaches the provisions of the Release or breaches Section 9 or Section 12 of this Agreement or the provisions of the Proprietary Rights Agreement, the Executive (A) will be deemed to have voluntarily resigned the Executive's employment hereunder without Good Reason, (B) will not be entitled to the payments, benefits or accelerated vesting described in Section 5.D or Section 5.E and (C) will be required to reimburse the Corporation, in cash within five business days after written demand is made by the Corporation therefore, for an amount equal to the value of any payments or benefits the Executive received pursuant to Section 5.D or Section 5.E

6. PROPRIETARY RIGHTS AGREEMENT

The Executive acknowledges that the Proprietary Rights Agreement, dated August 31, 2017, between the Executive and the Corporation shall continue to remain in effect.

7. AGREEMENT ASSIGNMENT

It is agreed that this is a personal contract between the parties and that the rights and interests of the Executive hereunder may not be sold, transferred, assigned, pledged or hypothecated otherwise than by will or the laws of descent or distribution. The Corporation may assign this Agreement to a successor to all or substantially all of the business of the Corporation, and upon such assignment and the assumption of the obligations of the Corporation hereunder by such successor the Corporation shall be released from any further liability pursuant hereto.

8. EXCLUSIVE EMPLOYMENT

During his employment with the Corporation, the Executive will not do anything to compete with the present or contemplated business of the Corporation, suffer to exist any conflict of interest in respect of his relationship with the Corporation or plan or organize any competitive business activity (with the understanding that the ownership by the Executive of less than one percent (1%) of the outstanding shares of common stock of a publicly traded corporation shall not be deemed to violate the requirements of this sentence). The Executive is not a party to and will not enter into any agreement that conflicts with his duties or obligations to the Corporation; all corporate opportunities which are consistent with the business and purpose of the Corporation are to be the property of the Corporation and cannot be used or disclosed by the Executive for any purpose other than performing his duties for the Corporation and the Executive shall present to the Corporation any such opportunities of which he becomes aware; provided, however, that the provisions of this sentence are subject to the provisions of Article Eighth of the Amended and Restated Certificate of Incorporation of the Corporation. The Executive shall at all times strictly comply with the Corporation's conflicts of interest policy and any other policies adopted by the Board.

9. RESTRICTIVE COVENANTS

A. In consideration of his employment and the provisions of this Employment Agreement, the Executive agrees that during his employment with the Corporation, and for a period of twelve (12) months following the termination of his employment with the Corporation for any reason, he will not solicit on behalf of himself or any organization other than the Corporation any person or entity who is then or within the last twelve (12) months was a customer or vendor of the Corporation or render services

directly or indirectly anywhere within the United States of America for himself or on behalf of any third-party to any organization that is a competitor of the Corporation as of the date of such termination.

B. The Executive agrees that for twelve (12) following the termination of his employment for any reason, he will not hire, solicit, recruit, encourage to leave or entice away, or endeavor to hire, solicit, recruit, encourage to leave or entice away from the Corporation any employee or exclusive consultant of the Corporation. The Corporation agrees that this Section 9.B shall not be breached if following termination of his employment by Corporation, the Executive is associated with an organization that places general solicitations for employment and an employee or exclusive consultant of the Corporation is hired by such organization as a result of such general solicitation and without any specific solicitation of such employee or exclusive consultant.

C. The Executive agrees that the restrictions and agreements contained in this Agreement (including the Proprietary Rights Agreement) are reasonable and necessary to protect the legitimate interests of the Corporation and that any violation of the restrictive covenants contained herein will cause substantial and irreparable harm to the Corporation that would not be quantifiable and for which no adequate remedy would exist at law. Accordingly, the Executive authorizes the issuance of injunctive relief against him without the requirement of posting bond, for any violation of e restrictive covenants contained herein. In addition, the parties agree that the prevailing party in any legal action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees incurred in enforcing this Agreement from the non-prevailing party.

10. 409A COMPLIANCE

Notwithstanding any other provision of this Agreement, the Corporation and the Executive intend that any payments, benefits or other provisions applicable to this Agreement comply with the payout and other limitations and restrictions imposed under Section 409A of the Internal Revenue Code of 1986, as amended ("***Section 409A***" and the Internal Revenue Code of 1986, as amended, the "***Code***"), as clarified or modified by guidance from the U.S. Department of Treasury or the Internal Revenue Service, in each case if and to the extent Section 409A is otherwise applicable to this Agreement and such compliance is necessary to avoid the penalties otherwise imposed under Section 409A. In this connection, the Corporation and the Executive agree that the payments, benefits and other provisions applicable to this Agreement, and the terms of any deferral and other rights regarding this Agreement, shall be deemed modified if and to the extent necessary to comply with the payout and other limitations and restrictions imposed under Section 409A, as clarified or supplemented by guidance from the U.S. Department of Treasury or the Internal Revenue Service, in each case if and to the extent Section 409A is otherwise applicable to this Agreement and such compliance is necessary to avoid the penalties otherwise imposed under Section 409A. Any payments and benefits under this Agreement that qualify for the "short-term deferral" exemption or another exemption under Section 409A shall be paid under the applicable exemption. For purposes of the Section 409A, each payment of compensation under this Agreement shall be treated as a separate payment of compensation. Notwithstanding anything in this Agreement to the contrary, if any amounts or benefits payable under this Agreement in the event of Executive's termination of employment constitute "nonqualified deferred compensation" within the meaning of Code Section 409A, payment of such amounts and benefits shall commence when the Executive incurs a "separation from service" within the meaning of Treasury Regulation 1.409A-1(h) ("***Separation from Service***"). Such payments or benefits shall be provided in accordance with the timing provisions of this Agreement by substituting the Agreement's references to "termination of employment" or "termination" with Separation from Service. In addition, if at the time of Executive's Separation from Service the Executive is a "specified employee" within the meaning of Code Section 409A(a)(2)(B)(i), any amount or benefits that the constitutes "nonqualified deferred compensation" within the meaning of Code Section 409A that

becomes payable to Executive on account of the Executive's Separation from Service will not be paid until after the earlier of (i) first business day of the seventh month following Executive's Separation from Service, or (ii) the date of the Executive's death (the "***409A Suspension Period***"). Within 14 calendar days after the end of the 409A Suspension Period, the Executive shall be paid a cash lump sum payment equal to any payments and benefits that the Corporation would otherwise have been required to provide under this Agreement but for the imposition of the 409A Suspension Period delayed because of the preceding sentence. Thereafter, the Executive shall receive any remaining payments and benefits due under this Agreement in accordance with the terms of this Section (as if there had not been any Suspension Period beforehand). To the extent not otherwise specified in this Agreement, all (A) reimbursements and (B) in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (1) any reimbursement is for expenses incurred during the Executive's lifetime (or during a shorter period of time specified in this Agreement); (2) the amount of expenses eligible for reimbursement, or in kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in kind benefits to be provided, in any other calendar year; (3) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred; and (4) the right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit.

11. SECTION 280G

In the event that the severance and other benefits provided for in this Agreement or otherwise payable to the Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section 11, would be subject to the excise tax imposed by Section 4999 of the Code, then, the Executive's severance and other benefits under this Agreement shall be payable either (i) in full, or (ii) as to such lesser amount which would result in no portion of such severance and other benefits being subject to the excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999 of the Code, results in the receipt by the Executive on an after-tax basis of the greatest amount of severance benefits under this Agreement, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. Any reduction shall be made in the following order: (i) reduction of cash payments, (ii) cancellation of accelerated vesting of equity awards, and (iii) reduction of other benefits payable to the Executive. Unless the Corporation and the Executive otherwise agree in writing, any determination required under this Section 11 shall be made in writing by the Corporation's independent public accountants (the "Accountants"), whose determination shall be conclusive and binding upon the Executive and the Corporation for all purposes. For purposes of making the calculations required by this Section 11, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Corporation and the Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 10. The Corporation shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 11.

12. INDEMNIFICATION

The Corporation shall indemnify the Executive, to the maximum extent permitted by applicable law, and in the same or better manner and to the same or better extent with respect to each aspect of the indemnification as provided to any other executive of the Corporation (including without limitation any Directors and Officers insurance coverage), against all costs, charges and expenses incurred or sustained by the Executive in connection with any action, suit or proceeding to which the Executive may be made a

party, brought by any shareholder of the Corporation directly or derivatively or by any third party by reason of any act or omission of the Executive as an officer, director or employee of the Corporation or of any subsidiary or affiliate of the Corporation.

13. NO DUTY TO MITIGATE

In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any provisions of this Agreement.

14. GENERAL PROVISIONS

A. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without reference to the principles thereof respecting conflicts of laws. Each party to this Agreement, by his, her or its execution hereof, hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts sitting in the County of New York, State of New York for the purpose of any and all actions, suits or proceedings arising in whole or in part out of, related to, based upon or in connection with this Agreement.

B. Any notices provided hereunder must be in writing and shall be deemed effective upon the earlier of personal delivery or the third day after mailing by U.S. registered or certified mail, return receipt requested and postage prepaid, to the Corporation at its primary office location and to Executive at Executive's address as listed on the Corporation payroll.

C. This Agreement shall inure to the benefit of and be binding upon the Corporation, its permitted successors and assigns and the Executive, his heirs, executors, administrators and legal representatives.

D. This Agreement and the Proprietary Rights Agreement set forth the entire understanding of the parties hereto with respect to the employment of the Executive by the Corporation. Any and all other previous agreements and understandings between or among the parties regarding the subject matter hereof, including the Prior Agreement, whether written or oral, are hereby released, merged herein and superseded by this Agreement.

E. No statement, representation, warranty, covenant or agreement not expressly set forth in this Agreement shall affect or be used to interpret, change or restrict the express terms and provisions of this Agreement.

F. This Agreement may not be amended or modified without a writing signed by each of the Executive and the Corporation. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

G. This Agreement may be executed in two counterparts, each of which shall be an original, and which together shall constitute one and the same instrument. A facsimile transmission by a party of a signed signature page hereof shall have the same effect as delivery by such party of a manually executed original counterpart hereof.

H. If for any reason any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held invalid, and each such other provision shall, to the

full extent consistent with law, continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall not affect the rest of such provision not held invalid, and the rest of such provision, and the rest of this Agreement, shall, to the full extent consistent with law, continue in full force and effect.

I. The provisions of Section 5, 6, 9, 10, 12, 13, and 14 shall survive any termination or expiration of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

THE CORPORATION:

Mount Sinai Genomics, Inc.

By: /s/ Eric Schadt

Name: Eric Schadt

Title: Chief Executive Officer

THE EXECUTIVE:

/s/ James Coffin

James Coffin

EXHIBIT A

DUTIES

Executive Leadership

Work closely with the Corporation's CEO and Chief Financial Officer (CFO) to develop and execute upon annual operating plans and budgets, as well as 5 year strategic plan for the business

Provide effective leadership and mentoring to direct reports in developing and achieving annual goals and objectives that support the Corporation's operating plan

Help create an internal environment that supports high productivity, quality and continuous innovation to deliver exceptional customer services and operating results

Laboratory Operations

Develop and oversee the implementation of strategies, policies, procedures and best practice initiatives to optimize performance and ensure the quality of the Corporation's laboratory operations

Conduct internal assessment of laboratory workflows, personnel training and processes as a basis for same

Assure that policies and procedures are appropriately interpreted, understood and implemented by laboratory operations personnel

Establish defined reporting metrics for measure the operating and quality performance of the Corporation's laboratory operations

Establish a culture of continuous operational improvement

Customer Service

Oversee the customer service function to ensure delivery of timely, high quality test results to clients and effective, cross-functional coordination with laboratory operations

Design and conduct periodic client satisfaction surveys and implement operational initiatives that have the largest "bang for the buck" in improving client and patient satisfaction

Develop balanced scorecards for measuring improvements in customer service performance

Information Systems

Oversee the selection of a new LIMS system and champion/drive the implementation thereof

Work with CFO and CEO to assure access to financial and organization resources required to implement such new LIMS system

Develop and have overall responsibility for the Corporation's strategic and capital plan with respect to information systems

Sales & Business Development

Work with CFO and CEO to monitor testing volumes, revenue, EBITDA and other business metrics that define productivity of the sales team

Oversee head of Business Development

Oversee head of Sales, develop and implement strategies for expanding the national sales team, monitoring performance, addressing deficiencies

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "***Agreement***"), dated as of July 22, 2021, by and between Mount Sinai Genomics, Inc. (the "***Corporation***") and Anthony Prentice (the "***Executive***") amends and restates the employment agreement entered into between the Corporation and the Executive, dated July 1, 2017, as amended September 12, 2019 (the "***Prior Agreement***").

W I T N E S S E T H :

WHEREAS, the Corporation has entered into an Agreement and Plan of Merger, dated February 2, 2021, with CM Life Sciences, Inc. ("***CMLS***") and the other parties named therein (as amended from time to time, the "***Merger Agreement***"), pursuant to which a wholly-owned subsidiary of CMLS will merge with and into the Corporation, with the Corporation surviving the merger as a wholly-owned subsidiary of CMLS (the "***Business Combination***").

WHEREAS, in connection with the closing of the Business Combination (the "***Closing***"), the name of the post-combination company will be changed to Sema4 Holdings Corp., and references herein to the Corporation shall be understood to refer to Sema4 Holdings Corp. following the Effective Time (as defined below), as the context requires;

WHEREAS, the Corporation wishes to set forth the terms and conditions of the Executive's continued employment, on terms and conditions mutually agreeable and beneficial to the Corporation and the Executive; and

WHEREAS, the Executive is willing to render services to the Corporation pursuant to the terms and conditions hereof.

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

1. POSITION AND DUTIES.

A. The Corporation shall continue to employ the Executive in the position of Chief Product Officer and the Executive hereby accepts such employment. The Executive shall be subject to the direction of and shall report directly to the Chief Executive Officer of the Corporation (the "***CEO***" or the "***Direct Report***"). Subject to such reporting relationship, the Executive shall perform the duties commensurate with those of a Chief Product Officer, including without limitation those listed on **Exhibit A** hereto. The Executive shall perform the duties assigned to the Executive by the Corporation with fidelity and to the best of the Executive's ability. The Executive shall deal at all times in good faith with the Corporation.

B. This Agreement shall become effective upon the date on which the Closing occurs (the "***Effective Date***"). During the Term (as defined below), the Executive shall devote one hundred percent (100%) of the Executive's business time to the performance of the Executive's duties on behalf of the Corporation, provided that the Executive shall be permitted to (i) devote attention during non-business hours to voluntary service with non-competitive not-for-profit charitable organizations, and (ii) undertake the activities permitted by Section 8.

C. The Executive's services shall be performed principally at the Corporation's Union Square, New York City site or at the Corporation's other business locations, as directed by the Direct Report from time to time, subject to travel from time to time as reasonably required in connection with the Executive's duties.

2. TERM.

This Agreement shall commence on the Effective Date and shall continue thereafter for a term of three (3) years and shall automatically renew for successive one (1) year terms unless earlier terminated in accordance with the terms hereof (such period from the date hereof until the termination date hereof, the "***Term***").

3. COMPENSATION.

In consideration for the Executive's services hereunder, the Executive shall receive the following compensation:

A. *Base Salary*. Beginning on first full payroll period to commence following the Effective Date and for the balance of the Term, the Corporation shall pay the Executive a base salary at a rate equal to $405,563 per annum (as adjusted from time to time in accordance with this Section 3.A, the "***Base Salary***"). The Executive's Base Salary shall be subject to annual review in the discretion of the board of directors of the Corporation (the "***Board***"), provided that the Board may not decrease the Base Salary. The Executive's Base Salary shall be subject to customary federal, state and local withholdings for income taxes, F.I.C.A. and similar charges. Throughout the Term, the Base Salary shall be payable in bi-weekly installments in arrears or in such other manner as the Corporation adopts as its payroll process for Corporation employees generally.

B. *Performance Bonus*. In addition to the Base Salary, the Executive shall be eligible to receive an annual performance bonus for each calendar year during the Term (the "***Performance Bonus***") with a target amount equal to sixty-five percent (65%) of the Base Salary. The Performance Bonus for a calendar year shall be paid within the first ninety (90) days of the immediately following calendar year (subject to applicable federal, state and local tax withholdings). The amount of the Performance Bonus for any given calendar year (which may be greater than or less than the target amount, if actual performance is greater than or less than the performance goals) shall be determined by the Board based on the Board's determination of the extent of the achievement of performance goals for the Corporation and/or the Executive for such calendar year. In the case of any such performance metric and other criteria that is not entirely objective, the determination of whether such performance metric or other criteria has been met shall lie in the reasonable discretion of the Board.

C. *Benefits*. During the Term, the Executive shall receive the package of employee benefits that the Corporation elects to make available to its most senior executive officers. In addition, the Executive shall be entitled to no less than four (4) weeks of vacation annually (prorated for periods less than a full calendar year) in accordance with the Corporation's vacation policies in effect from time to time. The Executive's benefit package and the Executive's use of the Executive's vacation time shall be subject to the Corporation's policies.

D. *Business Expenses*. Subject to Section 3.E, the Executive shall be reimbursed for all reasonable and necessary business expenses incurred by him during the Term in connection with the Executive's employment.

E. *Conditions to Reimbursement of Expenses*. Reimbursement shall be based upon adherence to and submission by the Executive of expense statements and other documentation thereof required in accordance with the Corporation's expense reimbursement policies.

4. EQUITY-BASED COMPENSATION AWARD; LOCK-UP PERIOD.

A. As soon as practicable following the Closing and the Corporation's filing of a registration statement on Form S-8 with respect to the Sema4 Holdings Corp. 2021 Equity Incentive Plan to be adopted by CMLS in connection with the Business Combination (the "***New Plan***"), and subject to the approval of the Board, the Corporation shall grant the Executive an option (the "***New Option***") under the New Plan to purchase a number of shares of common stock of Sema4 Holdings Corp. ("***Common Stock***") equal to 0.07% of the total number of shares of Common Stock outstanding as of immediately following the Closing (the "***Share Number***"), at a per-share exercise price equal to the fair market value of a share of Common Stock, as determined by the Board on the date the Board approves such grant. The terms of the New Option shall be governed in all respects by the terms of the notice of grant and award agreement to be entered into in connection with such grant and the terms and conditions of the New Plan, except as otherwise expressly set forth in this Agreement. Notwithstanding the foregoing, the Board may determine to grant such equity-based compensation award in whole or in part in a form other than a stock option, in which case the Share Number shall be equitably adjusted as determined in the Board's reasonable discretion.

B. The Executive hereby agrees that, during the nine-month period following the date on which the Closing occurs (the "***Lock-Up Period***"), the Executive will not (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder, with respect to shares of common stock of Sema4 Holdings Corp., (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any shares of common stock of Sema4 Holdings Corp., in cash or otherwise, or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii). The Executive authorizes the Corporation during the Lock-Up Period to cause its transfer agent to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to shares of common stock of Sema4 Holdings Corp. for which the Executive is the record holder and, in the case of any shares of common stock of Sema4 Holdings Corp. for which the Executive is the beneficial holder but not the record holder, the Executive agrees during the Lock-Up Period to cause the record holder to cause the relevant transfer agent to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to, such shares, if such transfer would constitute a violation or breach of this Section 4.B.

5. TERMINATION AND SEVERANCE.

A. As used in this Section 5:

"***Cause***" shall mean: (1) any willful failure (except as result of sickness, illness or injury) or refusal by the Executive to perform any of the Executive's material duties pursuant to this Agreement or to carry out the instructions of the CEO or the Direct Report after the Corporation shall have provided written notice and a reasonable opportunity to cure such failure or refusal; (2) material breach by the Executive of the Proprietary Information and Inventions Agreement executed by the Executive with the Corporation (the "***Proprietary Rights Agreement***") after the Corporation shall have provided written notice and a reasonable opportunity to cure such material breach; (3) material breach by the Executive of any written corporate policy of the Corporation after the Corporation shall have provided written notice and a reasonable opportunity to cure such material breach; (4) breach by the Executive of the Executive's fiduciary duty to the Corporation; (5) gross negligence or willful misconduct of the Executive in

connection with the Corporation's business or the performance of Executive's duties; provided that in the case of gross negligence, such gross negligence results in demonstrable harm to the Corporation; (6) the Executive's conviction of or plea of nolo contendere to any crime that would materially impair the reputation of the Corporation, any crime involving theft, embezzlement or other misappropriation of money or other property, or any crime which constitutes a felony in the jurisdiction involved; or (7) the Executive's habitual absence or habitual abuse of alcohol or controlled or illegal substances during working hours, after the Corporation shall have provided written notice to the Executive and given the Executive thirty (30) days within which to commence rehabilitation with respect thereto, and the Executive shall have failed to commence such rehabilitation or continued to perform under the influence after such rehabilitation.

"***Change in Control Period***" means the period commencing on the date of a Change of Control and ending on the date that is twelve (12) months following a Change in Control.

"***Change in Control***" means a Corporate Transaction as defined in the New Plan.

"***Disability***" shall mean the Executive's inability to perform the essential duties of the Executive's employment hereunder with reasonable accommodation by reason of any medically determined physical or mental impairment that has lasted a period of not less than one-hundred-eighty (180) days (whether or not consecutive) in any consecutive three-hundred-sixty-five (365) day period as determined by a physician that is mutually acceptable to the Corporation and the Executive. If Corporation and the Executive cannot agree on a physician, each party shall select a physician and the two physicians shall select a third who shall be the approved physician for this purpose.

"***Good Reason***" shall mean: (1) any material breach by the Corporation of its obligations to the Executive pursuant to this Agreement (including, without limitation, a failure to pay Base Salary in accordance with Section 3.A); (2) a reduction in the Executive's authority or responsibility, which represents a material diminution in the Executive's authority or responsibility; or (3) the Corporation requiring the Executive to relocate the Executive's place of employment to more than seventy-five (75) miles from one of the Corporation's business locations as of the date hereof; *provided*, *however*, that none of these events shall constitute Good Reason unless (i) the Executive has notified the Corporation in writing of the event(s) constituting Good Reason within sixty (60) days after the Executive first becomes aware of the occurrence of such event(s); (ii) the Corporation has failed to cure such event(s) within thirty (30) days after the notice, and (iii) the Executive resigns from all positions then held by the Executive no later than thirty (30) days after the expiration of such cure period.

B. *Termination*. This Agreement, the Term and the Executive's employment hereunder shall terminate upon any of the following:

(i) in the event of any determination by the Board that there is Cause for such termination, upon written notice of termination from the Corporation to the Executive (following the expiration of a cure period, as applicable);

(ii) immediately upon the death or Disability of the Executive;

(iii) in the event of any determination by the Executive that there is Good Reason for such termination, upon written notice of termination from the Executive to the Corporation (following the expiration of the cure period);

(iv) at the election of the Corporation to terminate this Agreement without Cause, upon sixty (60) days' written notice to the Executive; or

(v) at the election of the Executive to terminate this Agreement without Good Reason, upon thirty (30) days' written notice to the Corporation.

C. *General*. Upon the termination of the Executive's employment for any reason, the Executive (or Executive's estate, as the case may be) shall be entitled to receive (i) any Base Salary hereunder accrued prior to the date of such termination, (ii) any amount payable to the Executive under the policies and procedures of the Corporation with respect to payments to executive officers for accrued vacation and unreimbursed business expenses for which proper documentation is provided and (iii) if the Executive's employment ends for any reason other than the Corporation's termination of the Executive's employment for Cause, the Corporation shall pay the Executive any earned but unpaid Performance Bonus for the most recently completed calendar year in the discretion of the Board (collectively, the "***Accrued Compensation***").

D. *Severance Benefits Upon Termination by the Corporation Without Cause or by the Executive for Good Reason Outside of the Change in Control Period*. Upon the termination of the Executive's employment by the Corporation without Cause or by the Executive for Good Reason outside of the Change in Control Period, the Executive will be entitled to receive the Accrued Compensation and, subject to the requirements of Section 5.F, will be entitled to receive the following payments and benefits, in each case, less required deductions and withholdings:

(i) *Cash Severance.* The Corporation shall pay the Executive, as severance, the equivalent of nine (9) months of the Executive's Base Salary as in effect as of the date of such termination, payable in the form of salary continuation, on the Corporation's regular payroll dates, subject to standard payroll deductions and withholdings, starting on the 60th day after the Executive's termination date, with the first payment to include those payments that would have occurred earlier but for the 60-day delay.

(ii) *Benefits Continuation*. Provided that the Executive is then eligible for and timely elects continued coverage under COBRA, the Corporation shall directly pay, or reimburse the Executive for, the monthly COBRA premiums to continue the Executive's coverage (including coverage for eligible dependents, if applicable) through the period starting on the Executive's termination date and ending on the earliest to occur of: (a) twelve (12) months following the Executive's termination date; (b) the date Executive becomes eligible for group health insurance coverage through a new employer; and (c) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during this time period, the Executive must immediately notify the Corporation of such event. Notwithstanding the foregoing, if the Corporation determines, in its sole discretion, that it cannot pay the COBRA premiums without a substantial risk of violating applicable law, the Corporation instead shall pay to the Executive, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month, subject to applicable tax withholdings, for the remainder of the COBRA premium period. The Executive may, but is not obligated to, use such payments toward the cost of COBRA premiums.

E. *Severance Benefits Upon Termination by the Corporation Without Cause or by the Executive for Good Reason During the Change in Control Period*. Upon the termination of the Executive's employment by the Corporation without Cause or by the Executive for Good Reason during a Change in Control Period, the Executive will be entitled to receive the Executive's Accrued

Compensation and, subject to the requirements of Section 5.F, will be entitled to receive the following payments and benefits, in each case, less required deductions and withholdings:

(i) *Cash Severance.* The Corporation shall pay the Executive, as severance:

(A) the equivalent of twelve (12) months of the Executive's Base Salary as in effect as of the date of such termination, payable in the form of salary continuation, on the Corporation's regular payroll dates, subject to standard payroll deductions and withholdings, starting on the 60th day after Executive's termination date, with the first payment to include those payments that would have occurred earlier but for the 60-day delay; and

(B) an amount equal to one hundred percent (100%) of the Executive's target Performance Bonus for the calendar year in which the Executive's employment termination occurs (disregarding any change to the Executive's Base Salary giving rise to Good Reason), payable in a lump sum, less deductions and withholdings, at the same time as the first severance payment described in Section 5.E(i)(A) above. For the avoidance of doubt, the amount payable pursuant to this Section 5.E(i)(B) shall not be subject to proration based on the portion of the year elapsed as of the date of termination.

(ii) *Benefits Continuation*. Provided that the Executive is then eligible for and timely elects continued coverage under COBRA, the Corporation shall directly pay, or reimburse the Executive for, the monthly COBRA premiums to continue the Executive's coverage (including coverage for eligible dependents, if applicable) through the period starting on the Executive's termination date and ending on the earliest to occur of: (a) twelve (12) months following Executive's termination date; (b) the date the Executive becomes eligible for group health insurance coverage through a new employer; and (c) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event the Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during this time period, the Executive must immediately notify the Corporation of such event. Notwithstanding the foregoing, if the Corporation determines, in its sole discretion, that it cannot pay the COBRA premiums without a substantial risk of violating applicable law, the Corporation instead shall pay to the Executive, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month, subject to applicable tax withholdings, for the remainder of the COBRA premium period. The Executive may, but is not obligated to, use such payments toward the cost of COBRA premiums.

(iii) *Equity Award Acceleration*. The vesting of all unvested equity-based incentive compensation awards outstanding as of the date of such Change in Control and held by the Executive as of the date of such termination shall be accelerated such that 100% of the shares underlying such awards shall be deemed immediately vested and, if applicable, exercisable; *provided* that, in the case of any unvested equity-based incentive compensation awards that are subject to performance-based vesting terms as of the date of such termination, the treatment of such performance-based vesting conditions shall be governed by the applicable equity plan and award agreement.

F. *Conditions to Receipt of Severance Benefits*. As a condition to receiving the payments and benefits set forth in Section 5.D and Section 5.E, (i) the Executive must execute and deliver to the Corporation a customary release of claims in a form reasonably acceptable to the Corporation (the "***Release***") and the Release must have become effective and the revocation period provided therein must have expired without the Executive having revoked the Release within the 60-day period following the date of termination, and (ii) the Executive must not have revoked or breached the provisions of such Release or breached Section 9 or Section 12 of this Agreement, or the Proprietary Rights Agreement. The Corporation shall provide the Release to the Executive within 21 days following the date of termination.

In the event the Corporation does not provide the Release to the Executive within 21 days following the date of termination, the Release shall no longer be required and the Executive shall nonetheless be entitled to the payments and benefits set forth in Section 5.D and Section 5.E. However, in the event that the Executive is provided the Release within the 21-day period following the date of termination, but the Executive does not execute and deliver the Release, the Release does not become effective and irrevocable within such period or the Executive revokes or breaches the provisions of the Release or breaches Section 9 or Section 12 of this Agreement or the provisions of the Proprietary Rights Agreement, the Executive (A) will be deemed to have voluntarily resigned the Executive's employment hereunder without Good Reason, (B) will not be entitled to the payments, benefits or accelerated vesting described in Section 5.D or Section 5.E and (C) will be required to reimburse the Corporation, in cash within five business days after written demand is made by the Corporation therefore, for an amount equal to the value of any payments or benefits the Executive received pursuant to Section 5.D or Section 5.E.

6. PROPRIETARY RIGHTS AGREEMENT.

The Executive acknowledges that the Proprietary Rights Agreement previously entered into between the Executive and the Corporation shall continue to remain in effect.

7. AGREEMENT ASSIGNMENT.

It is agreed that this is a personal contract between the parties and that the rights and interests of the Executive hereunder may not be sold, transferred, assigned, pledged or hypothecated otherwise than by will or the laws of descent or distribution. The Corporation may assign this Agreement to a successor to all or substantially all of the business of the Corporation, and upon such assignment and the assumption of the obligations of the Corporation hereunder by such successor the Corporation shall be released from any further liability pursuant hereto.

8. EXCLUSIVE EMPLOYMENT.

During Executive's employment with the Corporation, the Executive will not do anything to compete with the present or contemplated business of the Corporation, suffer to exist any conflict of interest in respect of Executive's relationship with the Corporation or plan or organize any competitive business activity (with the understanding that the ownership by the Executive of less than one percent (1%) of the outstanding shares of common stock of a publicly traded corporation shall not be deemed to violate the requirements of this sentence). The Executive is not a party to and will not enter into any agreement that conflicts with Executive's duties or obligations to the Corporation; all corporate opportunities which are consistent with the business and purpose of the Corporation are to be the property of the Corporation and cannot be used or disclosed by Executive for any purpose other than performing Executive's duties for the Corporation and Executive shall present to the Corporation any such opportunities of which Executive becomes aware; *provided*, *however*, that the provisions of this sentence are subject to the provisions of Article Eighth of the Amended and Restated Certificate of Incorporation of the Corporation. Executive shall at all times strictly comply with the Corporation's conflicts of interest policy and any other policies adopted by the Board.

9. RESTRICTIVE COVENANTS.

A. In consideration of Executive's employment and the provisions of this Employment Agreement, Executive agrees that during Executive's employment with the Corporation, and for a period of nine (9) months following the termination of Executive's employment with the Corporation for any reason, Executive will not solicit on behalf of himself or any organization other than the Corporation any person or entity who is then or within the last twelve (12) months was a customer or vendor of the

Corporation or render services directly or indirectly anywhere within the United States of America for himself or on behalf of any third-party to any organization that is a competitor of the Corporation as of the date of such termination.

B. Executive agrees that for nine (9) months following the termination of Executive's employment for any reason, Executive will not hire, solicit, recruit, encourage to leave or entice away, or endeavor to hire, solicit, recruit, encourage to leave or entice away from the Corporation any employee or exclusive consultant of the Corporation. The Corporation agrees that this Section 9.B shall not be breached if following termination of Executive's employment by Corporation, Executive is associated with an organization that places general solicitations for employment and an employee or exclusive consultant of the Corporation is hired by such organization as a result of such general solicitation and without any specific solicitation of such employee or exclusive consultant.

C. Executive agrees that the restrictions and agreements contained in this Agreement (including the Proprietary Rights Agreement) are reasonable and necessary to protect the legitimate interests of the Corporation and that any violation of the restrictive covenants contained herein will cause substantial and irreparable harm to the Corporation that would not be quantifiable and for which no adequate remedy would exist at law. Accordingly, Executive authorizes the issuance of injunctive relief against him without the requirement of posting bond, for any violation of e restrictive covenants contained herein. In addition, the parties agree that the prevailing party in any legal action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees incurred in enforcing this Agreement from the non-prevailing party

10. 409A COMPLIANCE.

Notwithstanding any other provision of this Agreement, the Corporation and the Executive intend that any payments, benefits or other provisions applicable to this Agreement comply with the payout and other limitations and restrictions imposed under Section 409A of the Internal Revenue Code of 1986, as amended ("***Section 409A***" and the Internal Revenue Code of 1986, as amended, the "***Code***"), as clarified or modified by guidance from the U.S. Department of Treasury or the Internal Revenue Service, in each case if and to the extent Section 409A is otherwise applicable to this Agreement and such compliance is necessary to avoid the penalties otherwise imposed under Section 409A. In this connection, the Corporation and the Executive agree that the payments, benefits and other provisions applicable to this Agreement, and the terms of any deferral and other rights regarding this Agreement, shall be deemed modified if and to the extent necessary to comply with the payout and other limitations and restrictions imposed under Section 409A, as clarified or supplemented by guidance from the U.S. Department of Treasury or the Internal Revenue Service, in each case if and to the extent Section 409A is otherwise applicable to this Agreement and such compliance is necessary to avoid the penalties otherwise imposed under Section 409A. Any payments and benefits under this Agreement that qualify for the "short-term deferral" exemption or another exemption under Section 409A shall be paid under the applicable exemption. For purposes of the Section 409A, each payment of compensation under this Agreement shall be treated as a separate payment of compensation. Notwithstanding anything in this Agreement to the contrary, if any amounts or benefits payable under this Agreement in the event of Executive's termination of employment constitute "nonqualified deferred compensation" within the meaning of Code Section 409A, payment of such amounts and benefits shall commence when the Executive incurs a "separation from service" within the meaning of Treasury Regulation 1.409A-1(h) ("***Separation from Service***"). Such payments or benefits shall be provided in accordance with the timing provisions of this Agreement by substituting the Agreement's references to "termination of employment" or "termination" with Separation from Service. In addition, if at the time of Executive's Separation from Service the Executive is a "specified employee" within the meaning of Code Section 409A(a)(2)(B)(i), any amount or benefits

that the constitutes “nonqualified deferred compensation” within the meaning of Code Section 409A that becomes payable to Executive on account of the Executive’s Separation from Service will not be paid until after the earlier of (i) first business day of the seventh month following Executive’s Separation from Service, or (ii) the date of the Executive’s death (the “***409A Suspension Period***”). Within 14 calendar days after the end of the 409A Suspension Period, the Executive shall be paid a cash lump sum payment equal to any payments and benefits that the Corporation would otherwise have been required to provide under this Agreement but for the imposition of the 409A Suspension Period delayed because of the preceding sentence. Thereafter, the Executive shall receive any remaining payments and benefits due under this Agreement in accordance with the terms of this Section (as if there had not been any Suspension Period beforehand). To the extent not otherwise specified in this Agreement, all (A) reimbursements and (B) in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (1) any reimbursement is for expenses incurred during the Executive’s lifetime (or during a shorter period of time specified in this Agreement); (2) the amount of expenses eligible for reimbursement, or in kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in kind benefits to be provided, in any other calendar year; (3) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred; and (4) the right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit.

11. SECTION 280G.

In the event that the severance and other benefits provided for in this Agreement or otherwise payable to the Executive (i) constitute “parachute payments” within the meaning of Section 280G of the Code and (ii) but for this Section 11, would be subject to the excise tax imposed by Section 4999 of the Code, then, the Executive’s severance and other benefits under this Agreement shall be payable either (i) in full, or (ii) as to such lesser amount which would result in no portion of such severance and other benefits being subject to the excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999 of the Code, results in the receipt by the Executive on an after-tax basis of the greatest amount of severance benefits under this Agreement, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. Any reduction shall be made in the following order: (i) reduction of cash payments, (ii) cancellation of accelerated vesting of equity awards, and (iii) reduction of other benefits payable to the Executive. Unless the Corporation and the Executive otherwise agree in writing, any determination required under this Section 11 shall be made in writing by the Corporation’s independent public accountants (the “***Accountants***”), whose determination shall be conclusive and binding upon the Executive and the Corporation for all purposes. For purposes of making the calculations required by this Section 11, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Corporation and the Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 11. The Corporation shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 11.

12. INDEMNIFICATION.

The Corporation shall indemnify the Executive, to the maximum extent permitted by applicable law, and in the same or better manner and to the same or better extent with respect to each aspect of the indemnification as provided to any other executive of the Corporation (including without limitation any Directors and Officers insurance coverage), against all costs, charges and expenses incurred or sustained

by the Executive in connection with any action, suit or proceeding to which the Executive may be made a party, brought by any shareholder of the Corporation directly or derivatively or by any third party by reason of any act or omission of the Executive as an officer, director or employee of the Corporation or of any subsidiary or affiliate of the Corporation.

13. NO DUTY TO MITIGATE.

In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any provisions of this Agreement.

14. GENERAL PROVISIONS.

A. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without reference to the principles thereof respecting conflicts of laws. Each party to this Agreement, by his, her or its execution hereof, hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts sitting in the County of New York, State of New York for the purpose of any and all actions, suits or proceedings arising in whole or in part out of, related to, based upon or in connection with this Agreement.

B. Any notices provided hereunder must be in writing and shall be deemed effective upon the earlier of personal delivery or the third day after mailing by U.S. registered or certified mail, return receipt requested and postage prepaid, to the Corporation at its primary office location and to Executive at Executive's address as listed on the Corporation payroll.

C. This Agreement shall inure to the benefit of and be binding upon the Corporation, its permitted successors and assigns and the Executive, Executive's heirs, executors, administrators and legal representatives.

D. This Agreement and the Proprietary Rights Agreement set forth the entire understanding of the parties hereto with respect to the employment of the Executive by the Corporation. Any and all other previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, including the Prior Agreement, are hereby released, merged herein and superseded by this Agreement.

E. No statement, representation, warranty, covenant or agreement not expressly set forth in this Agreement shall affect or be used to interpret, change or restrict the express terms and provisions of this Agreement.

F. This Agreement may not be amended or modified without a writing signed by each of the Executive and the Corporation. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

G. This Agreement may be executed in two counterparts, each of which shall be an original, and which together shall constitute one and the same instrument. A facsimile transmission by a party of a signed signature page hereof shall have the same effect as delivery by such party of a manually executed original counterpart hereof.

H. If for any reason any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held invalid, and each such other provision shall, to the full extent consistent with law, continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall not affect the rest of such provision not held invalid, and the rest of such provision, and the rest of this Agreement, shall, to the full extent consistent with law, continue in full force and effect.

I. The provisions of Section 5, 6, 9, 10, 12, 13, and 14 shall survive any termination or expiration of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

THE CORPORATION:

Mount Sinai Genomics, Inc.

By: /s/ Eric Schadt
Name: Eric Schadt
Title: Chief Executive Officer

THE EXECUTIVE:

/s/ Anthony Prentice
Anthony Prentice

EXHIBIT A
DUTIES

- *Develop product roadmap for the Corporation including all digital experiences (web & app).*
- *Lead end to end any new diagnostic products that are primarily digital (e.g., Helix, etc.).*
- *Develop digital solutions for critical new diagnostic products.*
- *Lead engineering team of approximately 50 people to deliver world class code and products for the lab and enterprise.*
- *Lead user experience design team (IA, designer, researchers, and content strategist) to create all digital experiences and customer touch-points internally.*
- *Manage all software and digital products in market including rigorous testing and monitoring to improve effectiveness and efficiency of Corporation's website, app and products.*
- *Contribute as key executive team leader, pitching in on strategy, sales, and other key initiatives as needed to support overall Corporation goals.*

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "***Agreement***"), dated as of July 22, 2021, by and between Mount Sinai Genomics, Inc. (the "***Corporation***") and Kareem Saad (the "***Executive***") amends and restates the employment agreement entered into between the Corporation and the Executive, dated December 18, 2020 (the "***Prior Agreement***").

W I T N E S S E T H :

WHEREAS, the Corporation has entered into an Agreement and Plan of Merger, dated February 2, 2021, with CM Life Sciences, Inc. ("***CMLS***") and the other parties named therein (as amended from time to time, the "***Merger Agreement***"), pursuant to which a wholly-owned subsidiary of CMLS will merge with and into the Corporation, with the Corporation surviving the merger as a wholly-owned subsidiary of CMLS (the "***Business Combination***").

WHEREAS, in connection with the closing of the Business Combination (the "***Closing***"), the name of the post-combination company will be changed to Sema4 Holdings Corp., and references herein to the Corporation shall be understood to refer to Sema4 Holdings Corp. following the Effective Time (as defined below), as the context requires;

WHEREAS, the Corporation wishes to set forth the terms and conditions of the Executive's continued employment, on terms and conditions mutually agreeable and beneficial to the Corporation and the Executive; and

WHEREAS, the Executive is willing to render services to the Corporation pursuant to the terms and conditions hereof.

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

1. POSITION AND DUTIES.

A. The Corporation shall continue to employ the Executive in the position of Chief Business Officer and the Executive hereby accepts such employment. The Executive shall be subject to the direction of and shall report directly to the Chief Executive Officer of the Corporation (the "***CEO***" or the "***Direct Report***"). Subject to such reporting relationship, the Executive shall perform the duties commensurate with those of a Chief Business Officer, including without limitation those listed on **Exhibit A** hereto. The Executive shall perform the duties assigned to the Executive by the Corporation with fidelity and to the best of the Executive's ability. The Executive shall deal at all times in good faith with the Corporation.

B. This Agreement shall become effective upon the date on which the Closing occurs (the "***Effective Date***"). During the Term (as defined below), the Executive shall devote one hundred percent (100%) of the Executive's business time to the performance of the Executive's duties on behalf of the Corporation, provided that the Executive shall be permitted to (i) devote attention during non-business hours to voluntary service with non-competitive not-for-profit charitable organizations, and (ii) undertake the activities permitted by Section 8.

C. The Executive's services shall be performed remotely in a manner that is reasonably satisfactory to the Corporation, subject to regular travel to the Corporation's Stamford, Connecticut site or the Corporation's other business locations, as well as other travel from time to time as reasonably required in connection with the Executive's duties, until otherwise directed by the Direct Report.

2. TERM.

This Agreement shall commence on the Effective Date and shall continue thereafter for a term of three (3) years and shall automatically renew for successive one (1) year terms unless earlier terminated in accordance with the terms hereof (such period from the date hereof until the termination date hereof, the "***Term***").

3. COMPENSATION.

In consideration for the Executive's services hereunder, the Executive shall receive the following compensation:

A. *Base Salary*. Beginning on first full payroll period to commence following the Effective Date and for the balance of the Term, the Corporation shall pay the Executive a base salary at a rate equal to $375,000 per annum (as adjusted from time to time in accordance with this Section 3.A, the "***Base Salary***"). The Executive's Base Salary shall be subject to annual review in the discretion of the board of directors of the Corporation (the "***Board***"), provided that the Board may not decrease the Base Salary. The Executive's Base Salary shall be subject to customary federal, state and local withholdings for income taxes, F.I.C.A. and similar charges. Throughout the Term, the Base Salary shall be payable in bi-weekly installments in arrears or in such other manner as the Corporation adopts as its payroll process for Corporation employees generally.

B. *Performance Bonus*. In addition to the Base Salary, the Executive shall be eligible to receive an annual performance bonus for each calendar year during the Term (the "***Performance Bonus***") with a target amount equal to fifty percent (50%) of the Base Salary. The Performance Bonus for a calendar year shall be paid within the first ninety (90) days of the immediately following calendar year (subject to applicable federal, state and local tax withholdings). The amount of the Performance Bonus for any given calendar year (which may be greater than or less than the target amount, if actual performance is greater than or less than the performance goals) shall be determined by the Board based on the Board's determination of the extent of the achievement of performance goals for the Corporation and/or the Executive for such calendar year. In the case of any such performance metric and other criteria that is not entirely objective, the determination of whether such performance metric or other criteria has been met shall lie in the reasonable discretion of the Board.

C. *Benefits*. During the Term, the Executive shall receive the package of employee benefits that the Corporation elects to make available to its most senior executive officers. In addition, the Executive shall be entitled to no less than four (4) weeks of vacation annually (prorated for periods less than a full calendar year) in accordance with the Corporation's vacation policies in effect from time to time. The Executive's benefit package and the Executive's use of the Executive's vacation time shall be subject to the Corporation's policies.

D. *Business Expenses*. Subject to Section 3.E, the Executive shall be reimbursed for all reasonable and necessary business expenses incurred by him during the Term in connection with the Executive's employment.

E. *Conditions to Reimbursement of Expenses*. Reimbursement shall be based upon adherence to and submission by the Executive of expense statements and other documentation thereof required in accordance with the Corporation's expense reimbursement policies.

4. EQUITY-BASED COMPENSATION AWARD; LOCK-UP PERIOD.

A. As soon as practicable following the Closing and the Corporation's filing of a registration statement on Form S-8 with respect to the Sema4 Holdings Corp. 2021 Equity Incentive Plan to be adopted by CMLS in connection with the Business Combination (the "***New Plan***"), and subject to the approval of the Board, the Corporation shall grant the Executive (1) an option (the "***New Option***") under the New Plan to purchase a number of shares of common stock of Sema4 Holdings Corp. ("***Common Stock***") at a per-share exercise price equal to the fair market value of a share of Common Stock, as determined by the Board on the date the Board approves such grant (the "***Grant Date***"), and (B) except as otherwise set forth in in this paragraph, restricted stock units (the "***New RSUs***") under the New Plan representing the opportunity to be issued a number of shares of Common Stock. The New Option and the New RSUs, in the aggregate, shall provide the Executive with an equity-based incentive opportunity on the Grant Date equivalent to the equity-based incentive opportunity represented by an option to purchase a number of shares of Common Stock equal to 0.32% of the total number of shares of Common Stock outstanding as of immediately following the Closing at an exercise price equal to $10.00 per share, as determined by the Board as of the Grant Date (such that, for the avoidance of doubt, the grant made pursuant to this paragraph shall be made entirely in the form of stock options if the fair market value of a share of Common Stock, as determined by the Board on the Grant Date, is equal to or less than $10.00 per share). The terms of the New Option and the New RSUs (if any) shall be governed in all respects by the terms of the applicable notice of grant and award agreement to be entered into in connection with such grants and the terms and conditions of the New Plan, except as otherwise expressly set forth in this Agreement; provided that the vesting commencement date for such awards shall be your original date of hire with the Company.

B. The Executive hereby agrees that, during the nine-month period following the date on which the Closing occurs (the "***Lock-Up Period***"), the Executive will not (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder, with respect to shares of common stock of Sema4 Holdings Corp., (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any shares of common stock of Sema4 Holdings Corp., in cash or otherwise, or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii). The Executive authorizes the Corporation during the Lock-Up Period to cause its transfer agent to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to shares of common stock of Sema4 Holdings Corp. for which the Executive is the record holder and, in the case of any shares of common stock of Sema4 Holdings Corp. for which the Executive is the beneficial holder but not the record holder, the Executive agrees during the Lock-Up Period to cause the record holder to cause the relevant transfer agent to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to, such shares, if such transfer would constitute a violation or breach of this Section 4.B.

5. TERMINATION AND SEVERANCE.

A. As used in this Section 5:

"***Cause***" shall mean: (1) any willful failure (except as result of sickness, illness or injury) or refusal by the Executive to perform any of the Executive's material duties pursuant to this Agreement or to carry out the instructions of the CEO or the Direct Report after the Corporation shall have provided

written notice and a reasonable opportunity to cure such failure or refusal; (2) material breach by the Executive of the Proprietary Information and Inventions Agreement executed by the Executive with the Corporation (the "***Proprietary Rights Agreement***") after the Corporation shall have provided written notice and a reasonable opportunity to cure such material breach; (3) material breach by the Executive of any written corporate policy of the Corporation after the Corporation shall have provided written notice and a reasonable opportunity to cure such material breach; (4) breach by the Executive of the Executive's fiduciary duty to the Corporation; (5) gross negligence or willful misconduct of the Executive in connection with the Corporation's business or the performance of Executive's duties; provided that in the case of gross negligence, such gross negligence results in demonstrable harm to the Corporation; (6) the Executive's conviction of or plea of nolo contendere to any crime that would materially impair the reputation of the Corporation, any crime involving theft, embezzlement or other misappropriation of money or other property, or any crime which constitutes a felony in the jurisdiction involved; or (7) the Executive's habitual absence or habitual abuse of alcohol or controlled or illegal substances during working hours, after the Corporation shall have provided written notice to the Executive and given the Executive thirty (30) days within which to commence rehabilitation with respect thereto, and the Executive shall have failed to commence such rehabilitation or continued to perform under the influence after such rehabilitation.

"***Change in Control Period***" means the period commencing on the date of a Change of Control and ending on the date that is twelve (12) months following a Change in Control.

"***Change in Control***" means a Corporate Transaction as defined in the New Plan.

"***Disability***" shall mean the Executive's inability to perform the essential duties of the Executive's employment hereunder with reasonable accommodation by reason of any medically determined physical or mental impairment that has lasted a period of not less than one-hundred-eighty (180) days (whether or not consecutive) in any consecutive three-hundred-sixty-five (365) day period as determined by a physician that is mutually acceptable to the Corporation and the Executive. If Corporation and the Executive cannot agree on a physician, each party shall select a physician and the two physicians shall select a third who shall be the approved physician for this purpose.

"***Good Reason***" shall mean: (1) any material breach by the Corporation of its obligations to the Executive pursuant to this Agreement (including, without limitation, a failure to pay Base Salary in accordance with Section 3.A); (2) a reduction in the Executive's authority or responsibility, which represents a material diminution in the Executive's authority or responsibility; or (3) the Corporation requiring the Executive to relocate the Executive's place of employment to more than seventy-five (75) miles from one of the Corporation's business locations as of the date hereof; *provided*, *however*, that none of these events shall constitute Good Reason unless (i) the Executive has notified the Corporation in writing of the event(s) constituting Good Reason within sixty (60) days after the Executive first becomes aware of the occurrence of such event(s); (ii) the Corporation has failed to cure such event(s) within thirty (30) days after the notice, and (iii) the Executive resigns from all positions then held by the Executive no later than thirty (30) days after the expiration of such cure period.

B. *Termination*. This Agreement, the Term and the Executive's employment hereunder shall terminate upon any of the following:

(i) in the event of any determination by the Board that there is Cause for such termination, upon written notice of termination from the Corporation to the Executive (following the expiration of a cure period, as applicable);

(ii) immediately upon the death or Disability of the Executive;

(iii) in the event of any determination by the Executive that there is Good Reason for such termination, upon written notice of termination from the Executive to the Corporation (following the expiration of the cure period);

(iv) at the election of the Corporation to terminate this Agreement without Cause, upon sixty (60) days' written notice to the Executive; or

(v) at the election of the Executive to terminate this Agreement without Good Reason, upon thirty (30) days' written notice to the Corporation.

C. *General*. Upon the termination of the Executive's employment for any reason, the Executive (or Executive's estate, as the case may be) shall be entitled to receive (i) any Base Salary hereunder accrued prior to the date of such termination, (ii) any amount payable to the Executive under the policies and procedures of the Corporation with respect to payments to executive officers for accrued vacation and unreimbursed business expenses for which proper documentation is provided and (iii) if the Executive's employment ends for any reason other than the Corporation's termination of the Executive's employment for Cause, the Corporation shall pay the Executive any earned but unpaid Performance Bonus for the most recently completed calendar year in the discretion of the Board (collectively, the "***Accrued Compensation***").

D. *Severance Benefits Upon Termination by the Corporation Without Cause or by the Executive for Good Reason Outside of the Change in Control Period*. Upon the termination of the Executive's employment by the Corporation without Cause or by the Executive for Good Reason outside of the Change in Control Period, the Executive will be entitled to receive the Accrued Compensation and, subject to the requirements of Section 5.F, will be entitled to receive the following payments and benefits, in each case, less required deductions and withholdings:

(i) *Cash Severance.* The Corporation shall pay the Executive, as severance, the equivalent of nine (9) months of the Executive's Base Salary as in effect as of the date of such termination, payable in the form of salary continuation, on the Corporation's regular payroll dates, subject to standard payroll deductions and withholdings, starting on the 60th day after the Executive's termination date, with the first payment to include those payments that would have occurred earlier but for the 60-day delay.

(ii) *Benefits Continuation*. Provided that the Executive is then eligible for and timely elects continued coverage under COBRA, the Corporation shall directly pay, or reimburse the Executive for, the monthly COBRA premiums to continue the Executive's coverage (including coverage for eligible dependents, if applicable) through the period starting on the Executive's termination date and ending on the earliest to occur of: (a) twelve (12) months following the Executive's termination date; (b) the date Executive becomes eligible for group health insurance coverage through a new employer; and (c) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during this time period, the Executive must immediately notify the Corporation of such event. Notwithstanding the foregoing, if the Corporation determines, in its sole discretion, that it cannot pay the COBRA premiums without a substantial risk of violating applicable law, the Corporation instead shall pay to the Executive, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month, subject to applicable tax withholdings, for the remainder of the COBRA premium period. The Executive may, but is not obligated to, use such payments toward the cost of COBRA premiums.

E. *Severance Benefits Upon Termination by the Corporation Without Cause or by the Executive for Good Reason During the Change in Control Period*. Upon the termination of the Executive's employment by the Corporation without Cause or by the Executive for Good Reason during a Change in Control Period, the Executive will be entitled to receive the Executive's Accrued Compensation and, subject to the requirements of Section 5.F, will be entitled to receive the following payments and benefits, in each case, less required deductions and withholdings:

(i) *Cash Severance.* The Corporation shall pay the Executive, as severance:

(A) the equivalent of twelve (12) months of the Executive's Base Salary as in effect as of the date of such termination, payable in the form of salary continuation, on the Corporation's regular payroll dates, subject to standard payroll deductions and withholdings, starting on the 60th day after Executive's termination date, with the first payment to include those payments that would have occurred earlier but for the 60-day delay; and

(B) an amount equal to one hundred percent (100%) of the Executive's target Performance Bonus for the calendar year in which the Executive's employment termination occurs (disregarding any change to the Executive's Base Salary giving rise to Good Reason), payable in a lump sum, less deductions and withholdings, at the same time as the first severance payment described in Section 5.E(i)(A) above. For the avoidance of doubt, the amount payable pursuant to this Section 5.E(i)(B) shall not be subject to proration based on the portion of the year elapsed as of the date of termination.

(ii) *Benefits Continuation*. Provided that the Executive is then eligible for and timely elects continued coverage under COBRA, the Corporation shall directly pay, or reimburse the Executive for, the monthly COBRA premiums to continue the Executive's coverage (including coverage for eligible dependents, if applicable) through the period starting on the Executive's termination date and ending on the earliest to occur of: (a) twelve (12) months following Executive's termination date; (b) the date the Executive becomes eligible for group health insurance coverage through a new employer; and (c) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event the Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during this time period, the Executive must immediately notify the Corporation of such event. Notwithstanding the foregoing, if the Corporation determines, in its sole discretion, that it cannot pay the COBRA premiums without a substantial risk of violating applicable law, the Corporation instead shall pay to the Executive, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month, subject to applicable tax withholdings, for the remainder of the COBRA premium period. The Executive may, but is not obligated to, use such payments toward the cost of COBRA premiums.

(iii) *Equity Award Acceleration*. The vesting of all unvested equity-based incentive compensation awards outstanding as of the date of such Change in Control and held by the Executive as of the date of such termination shall be accelerated such that 100% of the shares underlying such awards shall be deemed immediately vested and, if applicable, exercisable; *provided* that, in the case of any unvested equity-based incentive compensation awards that are subject to performance-based vesting terms as of the date of such termination, the treatment of such performance-based vesting conditions shall be governed by the applicable equity plan and award agreement.

F. *Conditions to Receipt of Severance Benefits*. As a condition to receiving the payments and benefits set forth in Section 5.D and Section 5.E, (i) the Executive must execute and deliver to the Corporation a customary release of claims in a form reasonably acceptable to the Corporation (the "***Release***") and the Release must have become effective and the revocation period provided therein must

have expired without the Executive having revoked the Release within the 60-day period following the date of termination, and (ii) the Executive must not have revoked or breached the provisions of such Release or breached Section 9 or Section 12 of this Agreement, or the Proprietary Rights Agreement. The Corporation shall provide the Release to the Executive within 21 days following the date of termination. In the event the Corporation does not provide the Release to the Executive within 21 days following the date of termination, the Release shall no longer be required and the Executive shall nonetheless be entitled to the payments and benefits set forth in Section 5.D and Section 5.E. However, in the event that the Executive is provided the Release within the 21-day period following the date of termination, but the Executive does not execute and deliver the Release, the Release does not become effective and irrevocable within such period or the Executive revokes or breaches the provisions of the Release or breaches Section 9 or Section 12 of this Agreement or the provisions of the Proprietary Rights Agreement, the Executive (A) will be deemed to have voluntarily resigned the Executive's employment hereunder without Good Reason, (B) will not be entitled to the payments, benefits or accelerated vesting described in Section 5.D or Section 5.E and (C) will be required to reimburse the Corporation, in cash within five business days after written demand is made by the Corporation therefore, for an amount equal to the value of any payments or benefits the Executive received pursuant to Section 5.D or Section 5.E.

6. PROPRIETARY RIGHTS AGREEMENT.

The Executive acknowledges that the Proprietary Rights Agreement previously entered into between the Executive and the Corporation shall continue to remain in effect.

7. AGREEMENT ASSIGNMENT.

It is agreed that this is a personal contract between the parties and that the rights and interests of the Executive hereunder may not be sold, transferred, assigned, pledged or hypothecated otherwise than by will or the laws of descent or distribution. The Corporation may assign this Agreement to a successor to all or substantially all of the business of the Corporation, and upon such assignment and the assumption of the obligations of the Corporation hereunder by such successor the Corporation shall be released from any further liability pursuant hereto.

8. EXCLUSIVE EMPLOYMENT.

During Executive's employment with the Corporation, the Executive will not do anything to compete with the present or contemplated business of the Corporation, suffer to exist any conflict of interest in respect of Executive's relationship with the Corporation or plan or organize any competitive business activity (with the understanding that the ownership by the Executive of less than one percent (1%) of the outstanding shares of common stock of a publicly traded corporation shall not be deemed to violate the requirements of this sentence). The Executive is not a party to and will not enter into any agreement that conflicts with Executive's duties or obligations to the Corporation; all corporate opportunities which are consistent with the business and purpose of the Corporation are to be the property of the Corporation and cannot be used or disclosed by Executive for any purpose other than performing Executive's duties for the Corporation and Executive shall present to the Corporation any such opportunities of which Executive becomes aware; *provided*, *however*, that the provisions of this sentence are subject to the provisions of Article Eighth of the Amended and Restated Certificate of Incorporation of the Corporation. Executive shall at all times strictly comply with the Corporation's conflicts of interest policy and any other policies adopted by the Board.

9. RESTRICTIVE COVENANTS.

A. In consideration of Executive's employment and the provisions of this Employment Agreement, Executive agrees that during Executive's employment with the Corporation, and for a period of nine (9) months following the termination of Executive's employment with the Corporation for any reason, Executive will not solicit on behalf of himself or any organization other than the Corporation any person or entity who is then or within the last twelve (12) months was a customer or vendor of the Corporation or render services directly or indirectly anywhere within the United States of America for himself or on behalf of any third-party to any organization that is a competitor of the Corporation as of the date of such termination.

B. Executive agrees that for nine (9) months following the termination of Executive's employment for any reason, Executive will not hire, solicit, recruit, encourage to leave or entice away, or endeavor to hire, solicit, recruit, encourage to leave or entice away from the Corporation any employee or exclusive consultant of the Corporation. The Corporation agrees that this Section 9.B shall not be breached if following termination of Executive's employment by Corporation, Executive is associated with an organization that places general solicitations for employment and an employee or exclusive consultant of the Corporation is hired by such organization as a result of such general solicitation and without any specific solicitation of such employee or exclusive consultant.

C. Executive agrees that the restrictions and agreements contained in this Agreement (including the Proprietary Rights Agreement) are reasonable and necessary to protect the legitimate interests of the Corporation and that any violation of the restrictive covenants contained herein will cause substantial and irreparable harm to the Corporation that would not be quantifiable and for which no adequate remedy would exist at law. Accordingly, Executive authorizes the issuance of injunctive relief against him without the requirement of posting bond, for any violation of e restrictive covenants contained herein. In addition, the parties agree that the prevailing party in any legal action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees incurred in enforcing this Agreement from the non-prevailing party

10. 409A COMPLIANCE.

Notwithstanding any other provision of this Agreement, the Corporation and the Executive intend that any payments, benefits or other provisions applicable to this Agreement comply with the payout and other limitations and restrictions imposed under Section 409A of the Internal Revenue Code of 1986, as amended ("***Section 409A***" and the Internal Revenue Code of 1986, as amended, the "***Code***"), as clarified or modified by guidance from the U.S. Department of Treasury or the Internal Revenue Service, in each case if and to the extent Section 409A is otherwise applicable to this Agreement and such compliance is necessary to avoid the penalties otherwise imposed under Section 409A. In this connection, the Corporation and the Executive agree that the payments, benefits and other provisions applicable to this Agreement, and the terms of any deferral and other rights regarding this Agreement, shall be deemed modified if and to the extent necessary to comply with the payout and other limitations and restrictions imposed under Section 409A, as clarified or supplemented by guidance from the U.S. Department of Treasury or the Internal Revenue Service, in each case if and to the extent Section 409A is otherwise applicable to this Agreement and such compliance is necessary to avoid the penalties otherwise imposed under Section 409A. Any payments and benefits under this Agreement that qualify for the "short-term deferral" exemption or another exemption under Section 409A shall be paid under the applicable exemption. For purposes of the Section 409A, each payment of compensation under this Agreement shall be treated as a separate payment of compensation. Notwithstanding anything in this Agreement to the contrary, if any amounts or benefits payable under this Agreement in the event of Executive's termination

of employment constitute "nonqualified deferred compensation" within the meaning of Code Section 409A, payment of such amounts and benefits shall commence when the Executive incurs a "separation from service" within the meaning of Treasury Regulation 1.409A-1(h) ("***Separation from Service***"). Such payments or benefits shall be provided in accordance with the timing provisions of this Agreement by substituting the Agreement's references to "termination of employment" or "termination" with Separation from Service. In addition, if at the time of Executive's Separation from Service the Executive is a "specified employee" within the meaning of Code Section 409A(a)(2)(B)(i), any amount or benefits that the constitutes "nonqualified deferred compensation" within the meaning of Code Section 409A that becomes payable to Executive on account of the Executive's Separation from Service will not be paid until after the earlier of (i) first business day of the seventh month following Executive's Separation from Service, or (ii) the date of the Executive's death (the "***409A Suspension Period***"). Within 14 calendar days after the end of the 409A Suspension Period, the Executive shall be paid a cash lump sum payment equal to any payments and benefits that the Corporation would otherwise have been required to provide under this Agreement but for the imposition of the 409A Suspension Period delayed because of the preceding sentence. Thereafter, the Executive shall receive any remaining payments and benefits due under this Agreement in accordance with the terms of this Section (as if there had not been any Suspension Period beforehand). To the extent not otherwise specified in this Agreement, all (A) reimbursements and (B) in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (1) any reimbursement is for expenses incurred during the Executive's lifetime (or during a shorter period of time specified in this Agreement); (2) the amount of expenses eligible for reimbursement, or in kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in kind benefits to be provided, in any other calendar year; (3) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred; and (4) the right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit.

11. SECTION 280G.

In the event that the severance and other benefits provided for in this Agreement or otherwise payable to the Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section 11, would be subject to the excise tax imposed by Section 4999 of the Code, then, the Executive's severance and other benefits under this Agreement shall be payable either (i) in full, or (ii) as to such lesser amount which would result in no portion of such severance and other benefits being subject to the excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999 of the Code, results in the receipt by the Executive on an after-tax basis of the greatest amount of severance benefits under this Agreement, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. Any reduction shall be made in the following order: (i) reduction of cash payments, (ii) cancellation of accelerated vesting of equity awards, and (iii) reduction of other benefits payable to the Executive. Unless the Corporation and the Executive otherwise agree in writing, any determination required under this Section 11 shall be made in writing by the Corporation's independent public accountants (the "***Accountants***"), whose determination shall be conclusive and binding upon the Executive and the Corporation for all purposes. For purposes of making the calculations required by this Section 11, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Corporation and the Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably

request in order to make a determination under this Section 11. The Corporation shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 11.

12. INDEMNIFICATION.

The Corporation shall indemnify the Executive, to the maximum extent permitted by applicable law, and in the same or better manner and to the same or better extent with respect to each aspect of the indemnification as provided to any other executive of the Corporation (including without limitation any Directors and Officers insurance coverage), against all costs, charges and expenses incurred or sustained by the Executive in connection with any action, suit or proceeding to which the Executive may be made a party, brought by any shareholder of the Corporation directly or derivatively or by any third party by reason of any act or omission of the Executive as an officer, director or employee of the Corporation or of any subsidiary or affiliate of the Corporation.

13. NO DUTY TO MITIGATE.

In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any provisions of this Agreement.

14. GENERAL PROVISIONS.

A. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without reference to the principles thereof respecting conflicts of laws. Each party to this Agreement, by his, her or its execution hereof, hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts sitting in the County of New York, State of New York for the purpose of any and all actions, suits or proceedings arising in whole or in part out of, related to, based upon or in connection with this Agreement.

B. Any notices provided hereunder must be in writing and shall be deemed effective upon the earlier of personal delivery or the third day after mailing by U.S. registered or certified mail, return receipt requested and postage prepaid, to the Corporation at its primary office location and to Executive at Executive's address as listed on the Corporation payroll.

C. This Agreement shall inure to the benefit of and be binding upon the Corporation, its permitted successors and assigns and the Executive, Executive's heirs, executors, administrators and legal representatives.

D. This Agreement and the Proprietary Rights Agreement set forth the entire understanding of the parties hereto with respect to the employment of the Executive by the Corporation. Any and all other previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, including the Prior Agreement, are hereby released, merged herein and superseded by this Agreement.

E. No statement, representation, warranty, covenant or agreement not expressly set forth in this Agreement shall affect or be used to interpret, change or restrict the express terms and provisions of this Agreement.

F. This Agreement may not be amended or modified without a writing signed by each of the Executive and the Corporation. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not

similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

G. This Agreement may be executed in two counterparts, each of which shall be an original, and which together shall constitute one and the same instrument. A facsimile transmission by a party of a signed signature page hereof shall have the same effect as delivery by such party of a manually executed original counterpart hereof.

H. If for any reason any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held invalid, and each such other provision shall, to the full extent consistent with law, continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall not affect the rest of such provision not held invalid, and the rest of such provision, and the rest of this Agreement, shall, to the full extent consistent with law, continue in full force and effect.

I. The provisions of Section 5, 6, 9, 10, 12, 13, and 14 shall survive any termination or expiration of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

THE CORPORATION:

Mount Sinai Genomics, Inc.

By: /s/ Eric Schadt

Name: Eric Schadt

Title: Chief Executive Officer

THE EXECUTIVE:

/s/ Kareem Saad

Kareem Saad

EXHIBIT A
DUTIES

Deliver solutions in the market, including management of certain company general managers to deliver those solutions.

Orchestrate regimented process for defining market requirements for BU-specific solutions scoped to include digital, lab, and research groups.

Develop and articulate business metrics for company commercial success, actively measure and develop a cadence that tracts success.

Develop and execute a build vs acquire strategy to meet market needs, and related M&A (not the transactional side of the deals).

Own portfolio diversification to reflect and capture Sema4's mission of health intelligence leader, including revenue streams beyond tests.

Support development and execution of corporate strategy and 3-5 year execution roadmap.

Complete such other tasks and assignments from the Direct Report.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "***Agreement***"), dated as of July 22, 2021, by and between Mount Sinai Genomics, Inc. (the "***Corporation***") and Karen White (the "***Executive***") amends and restates the employment agreement entered into between the Corporation and the Executive, dated August 6, 2020 (the "***Prior Agreement***").

W I T N E S S E T H :

WHEREAS, the Corporation has entered into an Agreement and Plan of Merger, dated February 2, 2021, with CM Life Sciences, Inc. ("***CMLS***") and the other parties named therein (as amended from time to time, the "***Merger Agreement***"), pursuant to which a wholly-owned subsidiary of CMLS will merge with and into the Corporation, with the Corporation surviving the merger as a wholly-owned subsidiary of CMLS (the "***Business Combination***").

WHEREAS, in connection with the closing of the Business Combination (the "***Closing***"), the name of the post-combination company will be changed to Sema4 Holdings Corp., and references herein to the Corporation shall be understood to refer to Sema4 Holdings Corp. following the Effective Time (as defined below), as the context requires;

WHEREAS, the Corporation wishes to set forth the terms and conditions of the Executive's continued employment, on terms and conditions mutually agreeable and beneficial to the Corporation and the Executive; and

WHEREAS, the Executive is willing to render services to the Corporation pursuant to the terms and conditions hereof.

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

1. POSITION AND DUTIES.

A. The Corporation shall continue to employ the Executive in the position of Chief People Officer and the Executive hereby accepts such employment. The Executive shall be subject to the direction of and shall report directly to the Chief Executive Officer of the Corporation (the "***CEO***" or the "***Direct Report***"). Subject to such reporting relationship, the Executive shall perform the duties commensurate with those of a Chief People Officer. The Executive shall perform the duties assigned to the Executive by the Corporation with fidelity and to the best of the Executive's ability. The Executive shall deal at all times in good faith with the Corporation.

B. This Agreement shall become effective upon the date on which the Closing occurs (the "***Effective Date***"). During the Term (as defined below), the Executive shall devote one hundred percent (100%) of the Executive's business time to the performance of the Executive's duties on behalf of the Corporation, provided that the Executive shall be permitted to (i) devote attention during non-business hours to voluntary service with non-competitive not-for-profit charitable organizations, and (ii) undertake the activities permitted by Section 8.

C. The Executive's services shall be performed principally at the Corporation's Stamford, Connecticut site or at the Corporation's other business locations, as directed by the Direct Report from time to time, subject to travel from time to time as reasonably required in connection with the Executive's duties.

2. TERM.

This Agreement shall commence on the Effective Date and shall continue thereafter for a term of three (3) years and shall automatically renew for successive one (1) year terms unless earlier terminated in accordance with the terms hereof (such period from the date hereof until the termination date hereof, the "***Term***").

3. COMPENSATION.

In consideration for the Executive's services hereunder, the Executive shall receive the following compensation:

A. *Base Salary*. Beginning on first full payroll period to commence following the Effective Date and for the balance of the Term, the Corporation shall pay the Executive a base salary at a rate equal to $352,730 per annum (as adjusted from time to time in accordance with this Section 3.A, the "***Base Salary***"). The Executive's Base Salary shall be subject to annual review in the discretion of the board of directors of the Corporation (the "***Board***"), provided that the Board may not decrease the Base Salary. The Executive's Base Salary shall be subject to customary federal, state and local withholdings for income taxes, F.I.C.A. and similar charges. Throughout the Term, the Base Salary shall be payable in bi-weekly installments in arrears or in such other manner as the Corporation adopts as its payroll process for Corporation employees generally.

B. *Performance Bonus*. In addition to the Base Salary, the Executive shall be eligible to receive an annual performance bonus for each calendar year during the Term (the "***Performance Bonus***") with a target amount equal to forty percent (40%) of the Base Salary. The Performance Bonus for a calendar year shall be paid within the first ninety (90) days of the immediately following calendar year (subject to applicable federal, state and local tax withholdings). The amount of the Performance Bonus for any given calendar year (which may be greater than or less than the target amount, if actual performance is greater than or less than the performance goals) shall be determined by the Board based on the Board's determination of the extent of the achievement of performance goals for the Corporation and/or the Executive for such calendar year. In the case of any such performance metric and other criteria that is not entirely objective, the determination of whether such performance metric or other criteria has been met shall lie in the reasonable discretion of the Board.

C. *Benefits*. During the Term, the Executive shall receive the package of employee benefits that the Corporation elects to make available to its most senior executive officers. In addition, the Executive shall be entitled to no less than four (4) weeks of vacation annually (prorated for periods less than a full calendar year) in accordance with the Corporation's vacation policies in effect from time to time. The Executive's benefit package and the Executive's use of the Executive's vacation time shall be subject to the Corporation's policies.

D. *Business Expenses*. Subject to Section 3.E, the Executive shall be reimbursed for all reasonable and necessary business expenses incurred by him during the Term in connection with the Executive's employment.

E. *Conditions to Reimbursement of Expenses*. Reimbursement shall be based upon adherence to and submission by the Executive of expense statements and other documentation thereof required in accordance with the Corporation's expense reimbursement policies.

4. EQUITY-BASED COMPENSATION AWARD; LOCK-UP PERIOD.

A. As soon as practicable following the Closing and the Corporation's filing of a registration statement on Form S-8 with respect to the Sema4 Holdings Corp. 2021 Equity Incentive Plan to be adopted by CMLS in connection with the Business Combination (the "***New Plan***"), and subject to the approval of the Board, the Corporation shall grant the Executive an option (the "***New Option***") under the New Plan to purchase a number of shares of common stock of Sema4 Holdings Corp. ("***Common Stock***") equal to 0.08% of the total number of shares of Common Stock outstanding as of immediately following the Closing (the "***Share Number***"), at a per-share exercise price equal to the fair market value of a share of Common Stock, as determined by the Board on the date the Board approves such grant. The terms of the New Option shall be governed in all respects by the terms of the notice of grant and award agreement to be entered into in connection with such grant and the terms and conditions of the New Plan, except as otherwise expressly set forth in this Agreement. Notwithstanding the foregoing, the Board may determine to grant such equity-based compensation award in whole or in part in a form other than a stock option, in which case the Share Number shall be equitably adjusted as determined in the Board's reasonable discretion.

B. The Executive hereby agrees that, during the nine-month period following the date on which the Closing occurs (the "***Lock-Up Period***"), the Executive will not (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder, with respect to shares of common stock of Sema4 Holdings Corp., (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any shares of common stock of Sema4 Holdings Corp., in cash or otherwise, or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii). The Executive authorizes the Corporation during the Lock-Up Period to cause its transfer agent to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to shares of common stock of Sema4 Holdings Corp. for which the Executive is the record holder and, in the case of any shares of common stock of Sema4 Holdings Corp. for which the Executive is the beneficial holder but not the record holder, the Executive agrees during the Lock-Up Period to cause the record holder to cause the relevant transfer agent to decline to transfer, and to note stop transfer restrictions on the stock register and other records relating to, such shares, if such transfer would constitute a violation or breach of this Section 4.B.

5. TERMINATION AND SEVERANCE.

A. As used in this Section 5:

"***Cause***" shall mean: (1) any willful failure (except as result of sickness, illness or injury) or refusal by the Executive to perform any of the Executive's material duties pursuant to this Agreement or to carry out the instructions of the CEO or the Direct Report after the Corporation shall have provided written notice and a reasonable opportunity to cure such failure or refusal; (2) material breach by the Executive of the Proprietary Information and Inventions Agreement executed by the Executive with the Corporation (the "***Proprietary Rights Agreement***") after the Corporation shall have provided written notice and a reasonable opportunity to cure such material breach; (3) material breach by the Executive of any written corporate policy of the Corporation after the Corporation shall have provided written notice and a reasonable opportunity to cure such material breach; (4) breach by the Executive of the Executive's fiduciary duty to the Corporation; (5) gross negligence or willful misconduct of the Executive in

connection with the Corporation's business or the performance of Executive's duties; provided that in the case of gross negligence, such gross negligence results in demonstrable harm to the Corporation; (6) the Executive's conviction of or plea of nolo contendere to any crime that would materially impair the reputation of the Corporation, any crime involving theft, embezzlement or other misappropriation of money or other property, or any crime which constitutes a felony in the jurisdiction involved; or (7) the Executive's habitual absence or habitual abuse of alcohol or controlled or illegal substances during working hours, after the Corporation shall have provided written notice to the Executive and given the Executive thirty (30) days within which to commence rehabilitation with respect thereto, and the Executive shall have failed to commence such rehabilitation or continued to perform under the influence after such rehabilitation.

"***Change in Control Period***" means the period commencing on the date of a Change of Control and ending on the date that is twelve (12) months following a Change in Control.

"***Change in Control***" means a Corporate Transaction as defined in the New Plan.

"***Disability***" shall mean the Executive's inability to perform the essential duties of the Executive's employment hereunder with reasonable accommodation by reason of any medically determined physical or mental impairment that has lasted a period of not less than one-hundred-eighty (180) days (whether or not consecutive) in any consecutive three-hundred-sixty-five (365) day period as determined by a physician that is mutually acceptable to the Corporation and the Executive. If Corporation and the Executive cannot agree on a physician, each party shall select a physician and the two physicians shall select a third who shall be the approved physician for this purpose.

"***Good Reason***" shall mean: (1) any material breach by the Corporation of its obligations to the Executive pursuant to this Agreement (including, without limitation, a failure to pay Base Salary in accordance with Section 3.A); (2) a reduction in the Executive's authority or responsibility, which represents a material diminution in the Executive's authority or responsibility; or (3) the Corporation requiring the Executive to relocate the Executive's place of employment to more than seventy-five (75) miles from one of the Corporation's business locations as of the date hereof; *provided*, *however*, that none of these events shall constitute Good Reason unless (i) the Executive has notified the Corporation in writing of the event(s) constituting Good Reason within sixty (60) days after the Executive first becomes aware of the occurrence of such event(s); (ii) the Corporation has failed to cure such event(s) within thirty (30) days after the notice, and (iii) the Executive resigns from all positions then held by the Executive no later than thirty (30) days after the expiration of such cure period.

B. *Termination*. This Agreement, the Term and the Executive's employment hereunder shall terminate upon any of the following:

(i) in the event of any determination by the Board that there is Cause for such termination, upon written notice of termination from the Corporation to the Executive (following the expiration of a cure period, as applicable);

(ii) immediately upon the death or Disability of the Executive;

(iii) in the event of any determination by the Executive that there is Good Reason for such termination, upon written notice of termination from the Executive to the Corporation (following the expiration of the cure period);

(iv) at the election of the Corporation to terminate this Agreement without Cause, upon sixty (60) days' written notice to the Executive; or

(v) at the election of the Executive to terminate this Agreement without Good Reason, upon thirty (30) days' written notice to the Corporation.

C. *General*. Upon the termination of the Executive's employment for any reason, the Executive (or Executive's estate, as the case may be) shall be entitled to receive (i) any Base Salary hereunder accrued prior to the date of such termination, (ii) any amount payable to the Executive under the policies and procedures of the Corporation with respect to payments to executive officers for accrued vacation and unreimbursed business expenses for which proper documentation is provided and (iii) if the Executive's employment ends for any reason other than the Corporation's termination of the Executive's employment for Cause, the Corporation shall pay the Executive any earned but unpaid Performance Bonus for the most recently completed calendar year in the discretion of the Board (collectively, the "***Accrued Compensation***").

D. *Severance Benefits Upon Termination by the Corporation Without Cause or by the Executive for Good Reason Outside of the Change in Control Period*. Upon the termination of the Executive's employment by the Corporation without Cause or by the Executive for Good Reason outside of the Change in Control Period, the Executive will be entitled to receive the Accrued Compensation and, subject to the requirements of Section 5.F, will be entitled to receive the following payments and benefits, in each case, less required deductions and withholdings:

(i) *Cash Severance.* The Corporation shall pay the Executive, as severance, the equivalent of nine (9) months of the Executive's Base Salary as in effect as of the date of such termination, payable in the form of salary continuation, on the Corporation's regular payroll dates, subject to standard payroll deductions and withholdings, starting on the 60th day after the Executive's termination date, with the first payment to include those payments that would have occurred earlier but for the 60-day delay.

(ii) *Benefits Continuation*. Provided that the Executive is then eligible for and timely elects continued coverage under COBRA, the Corporation shall directly pay, or reimburse the Executive for, the monthly COBRA premiums to continue the Executive's coverage (including coverage for eligible dependents, if applicable) through the period starting on the Executive's termination date and ending on the earliest to occur of: (a) twelve (12) months following the Executive's termination date; (b) the date Executive becomes eligible for group health insurance coverage through a new employer; and (c) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during this time period, the Executive must immediately notify the Corporation of such event. Notwithstanding the foregoing, if the Corporation determines, in its sole discretion, that it cannot pay the COBRA premiums without a substantial risk of violating applicable law, the Corporation instead shall pay to the Executive, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month, subject to applicable tax withholdings, for the remainder of the COBRA premium period. The Executive may, but is not obligated to, use such payments toward the cost of COBRA premiums.

E. *Severance Benefits Upon Termination by the Corporation Without Cause or by the Executive for Good Reason During the Change in Control Period*. Upon the termination of the Executive's employment by the Corporation without Cause or by the Executive for Good Reason during a Change in Control Period, the Executive will be entitled to receive the Executive's Accrued

Compensation and, subject to the requirements of Section 5.F, will be entitled to receive the following payments and benefits, in each case, less required deductions and withholdings:

(i) *Cash Severance.* The Corporation shall pay the Executive, as severance:

(A) the equivalent of twelve (12) months of the Executive's Base Salary as in effect as of the date of such termination, payable in the form of salary continuation, on the Corporation's regular payroll dates, subject to standard payroll deductions and withholdings, starting on the 60th day after Executive's termination date, with the first payment to include those payments that would have occurred earlier but for the 60-day delay; and

(B) an amount equal to one hundred percent (100%) of the Executive's target Performance Bonus for the calendar year in which the Executive's employment termination occurs (disregarding any change to the Executive's Base Salary giving rise to Good Reason), payable in a lump sum, less deductions and withholdings, at the same time as the first severance payment described in Section 5.E(i)(A) above. For the avoidance of doubt, the amount payable pursuant to this Section 5.E(i)(B) shall not be subject to proration based on the portion of the year elapsed as of the date of termination.

(ii) *Benefits Continuation*. Provided that the Executive is then eligible for and timely elects continued coverage under COBRA, the Corporation shall directly pay, or reimburse the Executive for, the monthly COBRA premiums to continue the Executive's coverage (including coverage for eligible dependents, if applicable) through the period starting on the Executive's termination date and ending on the earliest to occur of: (a) twelve (12) months following Executive's termination date; (b) the date the Executive becomes eligible for group health insurance coverage through a new employer; and (c) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event the Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during this time period, the Executive must immediately notify the Corporation of such event. Notwithstanding the foregoing, if the Corporation determines, in its sole discretion, that it cannot pay the COBRA premiums without a substantial risk of violating applicable law, the Corporation instead shall pay to the Executive, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month, subject to applicable tax withholdings, for the remainder of the COBRA premium period. The Executive may, but is not obligated to, use such payments toward the cost of COBRA premiums.

(iii) *Equity Award Acceleration*. The vesting of all unvested equity-based incentive compensation awards outstanding as of the date of such Change in Control and held by the Executive as of the date of such termination shall be accelerated such that 100% of the shares underlying such awards shall be deemed immediately vested and, if applicable, exercisable; *provided* that, in the case of any unvested equity-based incentive compensation awards that are subject to performance-based vesting terms as of the date of such termination, the treatment of such performance-based vesting conditions shall be governed by the applicable equity plan and award agreement.

F. *Conditions to Receipt of Severance Benefits*. As a condition to receiving the payments and benefits set forth in Section 5.D and Section 5.E, (i) the Executive must execute and deliver to the Corporation a customary release of claims in a form reasonably acceptable to the Corporation (the "***Release***") and the Release must have become effective and the revocation period provided therein must have expired without the Executive having revoked the Release within the 60-day period following the date of termination, and (ii) the Executive must not have revoked or breached the provisions of such Release or breached Section 9 or Section 12 of this Agreement, or the Proprietary Rights Agreement. The Corporation shall provide the Release to the Executive within 21 days following the date of termination.

In the event the Corporation does not provide the Release to the Executive within 21 days following the date of termination, the Release shall no longer be required and the Executive shall nonetheless be entitled to the payments and benefits set forth in Section 5.D and Section 5.E. However, in the event that the Executive is provided the Release within the 21-day period following the date of termination, but the Executive does not execute and deliver the Release, the Release does not become effective and irrevocable within such period or the Executive revokes or breaches the provisions of the Release or breaches Section 9 or Section 12 of this Agreement or the provisions of the Proprietary Rights Agreement, the Executive (A) will be deemed to have voluntarily resigned the Executive's employment hereunder without Good Reason, (B) will not be entitled to the payments, benefits or accelerated vesting described in Section 5.D or Section 5.E and (C) will be required to reimburse the Corporation, in cash within five business days after written demand is made by the Corporation therefore, for an amount equal to the value of any payments or benefits the Executive received pursuant to Section 5.D or Section 5.E.

6. PROPRIETARY RIGHTS AGREEMENT.

The Executive acknowledges that the Proprietary Rights Agreement previously entered into between the Executive and the Corporation shall continue to remain in effect.

7. AGREEMENT ASSIGNMENT.

It is agreed that this is a personal contract between the parties and that the rights and interests of the Executive hereunder may not be sold, transferred, assigned, pledged or hypothecated otherwise than by will or the laws of descent or distribution. The Corporation may assign this Agreement to a successor to all or substantially all of the business of the Corporation, and upon such assignment and the assumption of the obligations of the Corporation hereunder by such successor the Corporation shall be released from any further liability pursuant hereto.

8. EXCLUSIVE EMPLOYMENT.

During Executive's employment with the Corporation, the Executive will not do anything to compete with the present or contemplated business of the Corporation, suffer to exist any conflict of interest in respect of Executive's relationship with the Corporation or plan or organize any competitive business activity (with the understanding that the ownership by the Executive of less than one percent (1%) of the outstanding shares of common stock of a publicly traded corporation shall not be deemed to violate the requirements of this sentence). The Executive is not a party to and will not enter into any agreement that conflicts with Executive's duties or obligations to the Corporation; all corporate opportunities which are consistent with the business and purpose of the Corporation are to be the property of the Corporation and cannot be used or disclosed by Executive for any purpose other than performing Executive's duties for the Corporation and Executive shall present to the Corporation any such opportunities of which Executive becomes aware; *provided*, *however*, that the provisions of this sentence are subject to the provisions of Article Eighth of the Amended and Restated Certificate of Incorporation of the Corporation. Executive shall at all times strictly comply with the Corporation's conflicts of interest policy and any other policies adopted by the Board.

9. RESTRICTIVE COVENANTS.

A. In consideration of Executive's employment and the provisions of this Employment Agreement, Executive agrees that during Executive's employment with the Corporation, and for a period of nine (9) months following the termination of Executive's employment with the Corporation for any reason, Executive will not solicit on behalf of himself or any organization other than the Corporation any person or entity who is then or within the last twelve (12) months was a customer or vendor of the

Corporation or render services directly or indirectly anywhere within the United States of America for himself or on behalf of any third-party to any organization that is a competitor of the Corporation as of the date of such termination.

B. Executive agrees that for nine (9) months following the termination of Executive's employment for any reason, Executive will not hire, solicit, recruit, encourage to leave or entice away, or endeavor to hire, solicit, recruit, encourage to leave or entice away from the Corporation any employee or exclusive consultant of the Corporation. The Corporation agrees that this Section 9.B shall not be breached if following termination of Executive's employment by Corporation, Executive is associated with an organization that places general solicitations for employment and an employee or exclusive consultant of the Corporation is hired by such organization as a result of such general solicitation and without any specific solicitation of such employee or exclusive consultant.

C. Executive agrees that the restrictions and agreements contained in this Agreement (including the Proprietary Rights Agreement) are reasonable and necessary to protect the legitimate interests of the Corporation and that any violation of the restrictive covenants contained herein will cause substantial and irreparable harm to the Corporation that would not be quantifiable and for which no adequate remedy would exist at law. Accordingly, Executive authorizes the issuance of injunctive relief against him without the requirement of posting bond, for any violation of e restrictive covenants contained herein. In addition, the parties agree that the prevailing party in any legal action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees incurred in enforcing this Agreement from the non-prevailing party

10. 409A COMPLIANCE.

Notwithstanding any other provision of this Agreement, the Corporation and the Executive intend that any payments, benefits or other provisions applicable to this Agreement comply with the payout and other limitations and restrictions imposed under Section 409A of the Internal Revenue Code of 1986, as amended ("***Section 409A***" and the Internal Revenue Code of 1986, as amended, the "***Code***"), as clarified or modified by guidance from the U.S. Department of Treasury or the Internal Revenue Service, in each case if and to the extent Section 409A is otherwise applicable to this Agreement and such compliance is necessary to avoid the penalties otherwise imposed under Section 409A. In this connection, the Corporation and the Executive agree that the payments, benefits and other provisions applicable to this Agreement, and the terms of any deferral and other rights regarding this Agreement, shall be deemed modified if and to the extent necessary to comply with the payout and other limitations and restrictions imposed under Section 409A, as clarified or supplemented by guidance from the U.S. Department of Treasury or the Internal Revenue Service, in each case if and to the extent Section 409A is otherwise applicable to this Agreement and such compliance is necessary to avoid the penalties otherwise imposed under Section 409A. Any payments and benefits under this Agreement that qualify for the "short-term deferral" exemption or another exemption under Section 409A shall be paid under the applicable exemption. For purposes of the Section 409A, each payment of compensation under this Agreement shall be treated as a separate payment of compensation. Notwithstanding anything in this Agreement to the contrary, if any amounts or benefits payable under this Agreement in the event of Executive's termination of employment constitute "nonqualified deferred compensation" within the meaning of Code Section 409A, payment of such amounts and benefits shall commence when the Executive incurs a "separation from service" within the meaning of Treasury Regulation 1.409A-1(h) ("***Separation from Service***"). Such payments or benefits shall be provided in accordance with the timing provisions of this Agreement by substituting the Agreement's references to "termination of employment" or "termination" with Separation from Service. In addition, if at the time of Executive's Separation from Service the Executive is a "specified employee" within the meaning of Code Section 409A(a)(2)(B)(i), any amount or benefits

that the constitutes “nonqualified deferred compensation” within the meaning of Code Section 409A that becomes payable to Executive on account of the Executive’s Separation from Service will not be paid until after the earlier of (i) first business day of the seventh month following Executive’s Separation from Service, or (ii) the date of the Executive’s death (the “***409A Suspension Period***”). Within 14 calendar days after the end of the 409A Suspension Period, the Executive shall be paid a cash lump sum payment equal to any payments and benefits that the Corporation would otherwise have been required to provide under this Agreement but for the imposition of the 409A Suspension Period delayed because of the preceding sentence. Thereafter, the Executive shall receive any remaining payments and benefits due under this Agreement in accordance with the terms of this Section (as if there had not been any Suspension Period beforehand). To the extent not otherwise specified in this Agreement, all (A) reimbursements and (B) in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (1) any reimbursement is for expenses incurred during the Executive’s lifetime (or during a shorter period of time specified in this Agreement); (2) the amount of expenses eligible for reimbursement, or in kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in kind benefits to be provided, in any other calendar year; (3) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred; and (4) the right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit.

11. SECTION 280G.

In the event that the severance and other benefits provided for in this Agreement or otherwise payable to the Executive (i) constitute “parachute payments” within the meaning of Section 280G of the Code and (ii) but for this Section 11, would be subject to the excise tax imposed by Section 4999 of the Code, then, the Executive’s severance and other benefits under this Agreement shall be payable either (i) in full, or (ii) as to such lesser amount which would result in no portion of such severance and other benefits being subject to the excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999 of the Code, results in the receipt by the Executive on an after-tax basis of the greatest amount of severance benefits under this Agreement, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. Any reduction shall be made in the following order: (i) reduction of cash payments, (ii) cancellation of accelerated vesting of equity awards, and (iii) reduction of other benefits payable to the Executive. Unless the Corporation and the Executive otherwise agree in writing, any determination required under this Section 11 shall be made in writing by the Corporation’s independent public accountants (the “***Accountants***”), whose determination shall be conclusive and binding upon the Executive and the Corporation for all purposes. For purposes of making the calculations required by this Section 11, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Corporation and the Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 11. The Corporation shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 11.

12. INDEMNIFICATION.

The Corporation shall indemnify the Executive, to the maximum extent permitted by applicable law, and in the same or better manner and to the same or better extent with respect to each aspect of the indemnification as provided to any other executive of the Corporation (including without limitation any Directors and Officers insurance coverage), against all costs, charges and expenses incurred or sustained

by the Executive in connection with any action, suit or proceeding to which the Executive may be made a party, brought by any shareholder of the Corporation directly or derivatively or by any third party by reason of any act or omission of the Executive as an officer, director or employee of the Corporation or of any subsidiary or affiliate of the Corporation.

13. NO DUTY TO MITIGATE.

In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any provisions of this Agreement.

14. GENERAL PROVISIONS.

A. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without reference to the principles thereof respecting conflicts of laws. Each party to this Agreement, by his, her or its execution hereof, hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts sitting in the County of New York, State of New York for the purpose of any and all actions, suits or proceedings arising in whole or in part out of, related to, based upon or in connection with this Agreement.

B. Any notices provided hereunder must be in writing and shall be deemed effective upon the earlier of personal delivery or the third day after mailing by U.S. registered or certified mail, return receipt requested and postage prepaid, to the Corporation at its primary office location and to Executive at Executive's address as listed on the Corporation payroll.

C. This Agreement shall inure to the benefit of and be binding upon the Corporation, its permitted successors and assigns and the Executive, Executive's heirs, executors, administrators and legal representatives.

D. This Agreement and the Proprietary Rights Agreement set forth the entire understanding of the parties hereto with respect to the employment of the Executive by the Corporation. Any and all other previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, including the Prior Agreement, are hereby released, merged herein and superseded by this Agreement.

E. No statement, representation, warranty, covenant or agreement not expressly set forth in this Agreement shall affect or be used to interpret, change or restrict the express terms and provisions of this Agreement.

F. This Agreement may not be amended or modified without a writing signed by each of the Executive and the Corporation. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

G. This Agreement may be executed in two counterparts, each of which shall be an original, and which together shall constitute one and the same instrument. A facsimile transmission by a party of a signed signature page hereof shall have the same effect as delivery by such party of a manually executed original counterpart hereof.

H. If for any reason any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held invalid, and each such other provision shall, to the full extent consistent with law, continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall not affect the rest of such provision not held invalid, and the rest of such provision, and the rest of this Agreement, shall, to the full extent consistent with law, continue in full force and effect.

I. The provisions of Section 5, 6, 9, 10, 12, 13, and 14 shall survive any termination or expiration of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

THE CORPORATION:

Mount Sinai Genomics, Inc.

By: /s/ Eric Schadt

Name: Eric Schadt

Title: Chief Executive Officer

THE EXECUTIVE:

/s/ Karen White

Karen White

SUB-SUBLEASE

SUB-SUBLEASE ("***Sub-Sublease***") dated as of the 6th day of June, 2017, between **ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI**, having an office at 150 East 42nd Street, New York, New York 10017 ("***Sub-Sublandlord***"), and **MOUNT SINAI GENOMICS, INC. (d/b/a SEMA4)**, having an office at 1425 Madison Avenue, 3rd Floor, New York, NY 10029 ("***Sub-Subtenant***").

WITNESSETH:

WHEREAS, by that certain Lease dated May 8, 2014, between BLT Ludlow LLC (together with its successors and assigns, "***Prime Landlord***"), as landlord, and Starwood Hotels & Resorts Worldwide, LLC f/k/a Starwood Hotels & Resorts Worldwide, Inc. ("***Original Tenant***"), as tenant, as assigned by Original Tenant to, and assumed by, Marriott International, Inc. (together with its successors and assigns, "***Sublandlord***") pursuant to that certain Assignment and Assumption of Lease dated as of May 10, 2017 (such Lease, as so assigned, the "***Prime Lease***"), Prime Landlord has leased to Sublandlord certain premises (the "***Prime Lease Premises***") in the building known as One StarPoint a/k/a 333 Ludlow Street, Stamford, Connecticut (the "***Building***"); and

WHEREAS, by Sublease Agreement dated as of June 6, 2017 (the "***Sublease***"), between Sublandlord, as sublandlord, and Sub-Sublandlord, as subtenant (the "***Sublease***"), Sublandlord subleased 'to Sub-Sublandlord a portion of the Prime Lease Premises consisting of the entire third (3rd) floor of the South Tower of the Building, as more particularly described in the Sublease (the "***Sublease Premises***"); and

WHEREAS, Sub-Sublandlord desires to sub-sublet to Sub-Subtenant, and Sub Subtenant desires to hire from Sub-Sublandlord, the entire Sublease Premises (hereinafter referred to as the "***Sub-Subleased Premises***") upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter provided, Sub-Sublandlord and Sub-Subtenant hereby agree as follows:

1) **DEMISE AND TERM; CONDITIONS OF SUBLEASE**.

a) Sub-Sublandlord hereby sub-subleases to Sub-Subtenant, and Sub- Subtenant hereby hires from Sub-Sublandlord, the Sub-Subleased Premises. The term of this Sub-Sublease (the "***Term***") shall commence on June 6, 2017 (hereinafter, the "***Commencement Date***") and shall end on the day (the "***Expiration Date***") that immediately precedes the Sublease Expiration Date (as defined in the Sublease).

b) Sub-Subtenant waives the right to recover any damages which may result from Sub-Sublandlord's failure to timely deliver possession of the Sub-Subleased Premises. If Sub-Sublandlord shall be unable to timely deliver possession of the Sub-Subleased Premises in the manner required hereunder and provided Sub-Subtenant is not responsible for such inability to give possession, the Commencement Date hereunder shall not occur until Sub Sublandlord shall be able to so deliver possession of the Sub-Subleased Premises to Sub Subtenant, and no such failure to timely deliver possession shall in any way affect the validity of this Sub-Sublease or the obligations of Sub-Subtenant hereunder or give rise to any claim for damages by Sub-Subtenant or claim for rescission of this Sub-Sublease, nor shall the same in any way be construed to extend the Term. The parties

agree that this Section l(b) constitutes an express provision as to the time at which Sub-Sublandlord shall deliver possession of the Sub Subleased Premises to Sub-Subtenant, and Sub-Subtenant hereby waives any rights to rescind this Sub-Sublease which Sub-Subtenant might otherwise have under applicable law.

2) **SUBORDINATE TO SUBLEASE AND PRIME LEASE**. This Sub- Sublease is subject and subordinate to (a) the Prime Lease and the terms thereof, (b) the matters to which the Prime Lease is or shall be subject and subordinate, (c) the Sublease and the terms thereof and (d) the matters to which the Sublease is or shall be subject and subordinate. A true and complete copy of each of the Prime Lease and the Sublease has been delivered to and examined by Sub-Subtenant.

3) **INCORPORATION BY REFERENCE**.

a) The terms, covenants and conditions of the Sublease are incorporated herein by reference so that, except as set forth in Paragraph (b) of this Section 3, and except to the extent that such incorporated provisions are inapplicable to or modified by the provisions of this Sub-Sublease, all of the terms, covenants and conditions of the Sublease that bind or inure to the benefit of the sublandlord thereunder shall, in respect to this Sub-Sublease, bind or inure to the benefit of Sub-Sublandlord, and all of the terms, covenants and conditions of the Sublease that bind or inure to the benefit of the subtenant thereunder shall, in respect of this Sub-Sublease, bind or inure to the benefit of Sub-Subtenant, with the same force and effect as if such incorporated terms, covenants and conditions were completely set forth in this Sub Sublease, and as if the words "Sublandlord," "Subtenant" or words of similar import, wherever the same appear in the Sublease, were construed to mean, respectively, "Sub-Sublandlord" and "Sub-Subtenant" in this Sub-Sublease, and as if the words "Sublease Premises," or words of similar import, wherever the same appear in the Sublease, were construed to mean "Sub Subleased Premises" in this Sub-Sublease, and as if the word "Sublease" or words of similar import, wherever the same appear in the Sublease, were construed to mean this "Sub-Sublease," and as if the words "Base Rent," or words of similar import, wherever the same appear in the Sublease, were construed to mean "Fixed Rent" in this Sub-Sublease. Notwithstanding the foregoing, the time limits contained in the Sublease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of the tenant thereunder, or for the exercise by the tenant thereunder of any right or remedy, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by five (5) days, so that in each instance Sub-Subtenant shall have five (5) days less time to observe or perform hereunder than Sub-Sublandlord has as the tenant under the Sublease, unless such period is (5) or fewer days, in which instance Sub-Subtenant shall have two (2) days less time to observe or perform hereunder than Sub-Sublandlord has as the tenant thereunder.

b) The following provisions of the Sublease shall not be incorporated herein by reference and shall not apply to this Sub-Sublease:

(i) Section 2.1 (Sublease Premises);

(ii) The second sentence of Section 2.2 (Acceptance of Premises);

(iii) Section 2.3 (Furniture);

(iv) Article 3 (Sublease Term);

(v) Section 4.7 (Sublandlord as Occupant);

(vi) The penultimate sentence of Section 9.4 (Lease Termination);

(vii) The final sentence of Section 9.5 (ADA);

(viii) Section 16.2 (The Lease);

(ix) Section 16.5 (Representations and Warranties

(x) Section 16.6 (Covenants regarding Lease);

(xi) Clause (a) of Section 19.1, as to Sub-Sublandlord, but not Sublandlord (Sublandlord's Sublease Undertakings);

(xii) Article 21 (Notices);

(xiii) Article 22 (Brokers);

(xiv) Section 26.16 (No Counterclaim; Jurisdiction);

(xv) Section 26.18 (Governing Law; Jurisdiction);

(xvi) Article 28 (Sublandlord Contribution);

(xvii) Article 29 (Renewal Option);

(xviii) Article 31 (Terms of Expansion);

(xix) Article 32 (Cafeteria);

(xx) Article 33 (Fitness Center);

(xxi) Article 34 (Shuttle Bus Service); and

(xxii) Article 35 (Governmental Incentives).

Notwithstanding any provision of the Sublease or this Sub-Sublease to the contrary, it is the intention of the parties hereto that under no circumstances shall Sub-Subtenant have any right to renew or extend the Term of this Sub-Sublease.

4) **PERFORMANCE BY SUB-SUBLANDLORD**. Any obligation of Sub- Sublandlord that is contained in this Sub-Sublease by incorporating the provisions of the Sublease may be observed or performed by Sub-Sublandlord using reasonable efforts, after notice from Sub-Subtenant, to cause Sublandlord to observe and/or perform the same (or to cause Sublandlord to cause Prime Landlord to observe and/or perform the same), and Sub Sublandlord shall have a reasonable period of time to enforce its rights to cause such observance or performance. Sub-Sublandlord shall not be required to perform any obligation of Sublandlord under the Sublease (irrespective of any provisions of the Sublease that may be incorporated in this Sub-Sublease by reference) or any

obligation of Prime Landlord under the Prime Lease, and Sub-Sublandlord shall have no liability to Sub-Subtenant for either the failure of Sublandlord to perform any obligation under the Sublease or the failure of Prime Landlord to perform any obligation under the Prime Lease. Sub-Subtenant shall not in any event have any rights in respect of the Sub-Subleased Premises greater than Sub-Sublandlord's rights under the Sublease. Sub Sublandlord shall not be responsible for any failure or interruption, for any reason whatsoever, of the services or facilities that are appurtenant to, or supplied at or to, the Sub-Subleased Premises, including, without limitation, electricity, heat, air conditioning, water, elevator service and cleaning service, if any. No failure to furnish, or interruption of, any such services or facilities shall give rise to any (a) abatement or reduction of Sub-Subtenant's obligations under this Sub Sublease, (b) constructive eviction, whether in whole or in part, or (c) liability on the part of Sub Sublandlord. Without limiting the foregoing, Sub-Sublandlord and Sub-Subtenant acknowledge that the provision of parking spaces, as provided by Section 2.4 of the Sublease, constitutes an obligation of Sublandlord under the Sublease which is subject to the terms of this Section 4, and that Sub-Sublandlord shall have no independent obligation to provide parking spaces to Sub Subtenant.

5) **NO BREACH OF SUBLEASE**. Sub-Subtenant shall not do or permit to be done any act or thing that will constitute a breach or violation of any term, covenant or condition of the Sublease by the subtenant thereunder, whether or not such act or thing is permitted under the provisions of this Sub-Sublease. In the event Sub-Subtenant's continued occupancy (including without limitation as a result of a transfer of control of Sub-Subtenant) constitutes a breach of the Sublease, Sub-Sublandlord shall have the right to terminate this Sub Sublease by written notice to Sub-Subtenant and if Sub-Subtenant shall so terminate this Sub Sublease, (i) Sub-Subtenant shall promptly vacate and surrender the Sub-Subleased Premises to Sub-Sublandlord in accordance with the terms of this Sub-Sublease, and in all events prior to the expiration of any applicable cure periods under the Sublease with respect to such breach, (ii) notwithstanding the termination of this Sub-Sublease, Sub-Subtenant shall remain liable for all Rent hereunder for the balance of the unexpired Term (and Sub-Sublandlord shall be permitted to use or apply any Security Deposit held hereunder for the payment of such Rent) and (iii) Sub Subtenant's indemnity set forth in Section 7(a) hereof shall expressly apply to all liabilities incurred by Sub-Sublandlord as a result of such breach of the Sublease. The provisions of this Section 5 shall survive the expiration or earlier termination of this Sub-Sublease.

6) **NO PRIVITY OF ESTATE**. Nothing contained in this Sub-Sublease shall be construed to create privity of estate or of contract between Sub-Subtenant and either Sublandlord or Prime Landlord.

7) **INDEMNITY; INSURANCE**.

a) Sub-Subtenant shall indemnify, defend and hold harmless Sub- Sublandlord from and against all claims, actions, losses, costs, damages, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which Sub-Sublandlord may incur or pay by reason of (i) any accidents, damages or injuries to persons or property occurring in, on or about the Sub-Subleased Premises, (ii) any breach or default hereunder on Sub-Subtenant's part, (iii) any work done or Alterations performed in or to the Sub-Subleased Premises by Sub-Subtenant and/or Sub-Subtenant's employees, agents, contractors, invitees or any other person claiming through or under Sub-Subtenant, or (iv) any act, omission or negligence on the part of Sub-Subtenant and/or Sub-Subtenant's employees, agents, customers, contractors, invitees, or any other person claiming through or under Sub-Subtenant.

b) Sub-Subtenant shall (i) maintain all insurance that Sub- Sublandlord is required to maintain under the Sublease, naming Sub-Sublandlord, Sublandlord, Prime Landlord and any other parties required by the Sublease as additional insureds or loss payees, as applicable, and (ii) on or prior to the Commencement Date, shall deliver to Sub-Sublandlord appropriate certificates of such insurance, including copies of endorsements or clauses in the applicable insurance policies that evidence waivers of subrogation and naming of additional insureds. Sub-Subtenant shall deliver to Sub-Sublandlord evidence of each renewal or replacement of a policy prior to the expiration of such policy.

8) **MUTUAL WAIVER OF SUBROGATION**. The terms of Section 10.6 of the Sublease shall be applicable to the parties hereunder.

9) **RENT**.

a) From and after the Commencement Date, Sub-Subtenant shall pay to Sub-Sublandlord rent ("***Fixed Rent***") in an amount equal to 100% of the then applicable Base Rent (as defined in the Sublease) payable by Sub-Sublandlord to Sublandlord pursuant to Section 4.1 of the Sublease, consistently with the terms of Article 4 of the Sublease.

b) Fixed Rent and all other amounts ("***Additional Rent***;" together with Fixed Rent, collectively "***Rent***" or "***rent***") payable by Sub-Subtenant to Sub-Sublandlord under the provisions of this Sub-Sublease shall be paid promptly when due, without notice or demand therefor, and without deduction, abatement, counterclaim or setoff. Fixed Rent and Additional Rent shall be paid to Sub-Sublandlord in lawful money of the United States at the office of Sub-Sublandlord or such other place (or by wire) as Sub-Sublandlord may designate from time to time. No payment by Sub-Subtenant or receipt by Sub-Sublandlord of any lesser amount than the amount stipulated to be paid hereunder shall be deemed other than on account of the earliest stipulated Fixed Rent or Additional Rent; nor shall any endorsement or statement on any check or letter be deemed an accord and satisfaction, and Sub-Sublandlord may accept any check or payment without prejudice to Sub-Sublandlord's right to recover the balance due or to pursue any other remedy available to Sub-Sublandlord. Any provisions in the Sublease incorporated herein by reference (whether capitalized or lower case) referring to "fixed rent," "annual rent," "base rent," "rent," ''additional rent," "escalations," "payments" or "charges" or words of similar import shall be deemed to refer to Fixed Rent and Additional Rent due under this Sub-Sublease.

10) **ELECTRICITY, UTILITIES AND OTHER CHARGES**

a) From and after the Commencement Date, Sub-Subtenant shall pay I00% of the real estate tax and operating expense escalations attributable to the Sub-Subleased Premises pursuant to Section 4.4 of the Sublease to Sub-Sublandlord consistently with the terms thereof.

b) From and after the Commencement Date, Sub-Subtenant shall pay for electricity with respect to the Sub-Subleased Premises in accordance with Section 7.1(e) of the Sublease to Sub-Sublandlord consistently with the terms thereof; it being agreed that Sub Subtenant shall pay Sub-Sublandlord 100% of Sub-Sublandlord's cost for electricity with respect to the Sub-Subleased Premises.

c) Sub-Subtenant shall be solely responsible for and pay as Additional Rent under this Sub-Sublease upon demand all additional rent and other charges incurred or due under the Sublease as a result of (i) a breach of this Sub-Sublease by Sub-Subtenant, (ii) any demand by Sub-Subtenant for any additional or overtime services (including, without limitation, overtime HVAC, above-standard cleaning, above-standard refuse removal, overtime freight elevator and condenser water), and (iii) any additional costs or charges of any kind or nature payable to Sublandlord under the Sublease as additional rent as a result of this Sub-Sublease and/or Sub-Subtenant's use and occupancy of the Sub-Subleased Premises (including, without limitation, charges as a result of high-density occupancy).

d) If Sub-Subtenant requires any utilities that are not provided by Prime Landlord under the Prime Lease and/or Sublandlord under the Sublease, subject to the terms and conditions of the Sublease, Sub-Subtenant shall make all arrangements therefor directly with the utility provider and pay all costs thereof.

11) **USE**. Sub-Subtenant shall use and occupy the Sub-Subleased Premises only for the uses permitted under the Sublease, in a manner consistent with a Class A office use in a Class A office building in Stamford, Connecticut, and for no other purpose. Sub-Subtenant shall not violate any prohibitions on use contained in the Sublease. No representation or warranty is made by Sub-Sublandlord, and nothing contained in this paragraph or elsewhere in this Sub Sublease, shall be deemed to be a representation or warranty by Sub-Sublandlord that the Sub Subleased Premises may be lawfully used for Sub-Subtenant's intended purposes; and Sub Sublandlord shall have no liability whatsoever to Sub-Subtenant if such use is not permitted by the present certificate of occupancy or any applicable zoning or other law or ordinance. Sub Subtenant shall comply with (a) the Sublease, (b) any certificate of occupancy relating to the Sub-Subleased Premises, (c) all present and future laws, statutes, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments asserting jurisdiction over the Sub-Subleased Premises; and (d) all requirements applicable to the Sub Subleased Premises of the board of fire underwriters and/or the fire insurance rating or similar organization performing the same or similar function.

12) **CONDITION OF SUBLEASED PREMISES**.

a) On the Commencement Date, Sub-Sublandlord shall deliver the Sub-Subleased Premises to Sub-Subtenant vacant and broom-clean.

b) Except as expressly provided in this Section 12, Sub-Subtenant is leasing the Sub-Subleased Premises "AS IS", and Sub-Sublandlord shall have no obligation to furnish, render or supply any work, labor, services, fixtures, equipment, decorations or other items to make the Sub-Subleased Premises ready or suitable for Sub-Subtenant's occupancy. Sub-Sublandlord has not made and does not make any representations or warranties as to the physical condition of the Sub-Subleased Premises, or any other matter affecting or relating to the Sub-Subleased Premises. In making and executing this Sub-Sublease, Sub-Subtenant has relied solely on such investigations, examinations and inspections as Sub-Subtenant has chosen to make or has made. Sub-Subtenant acknowledges that Sub-Sublandlord has afforded Sub Subtenant the opportunity for full and complete investigations, examinations and inspections.

c) Sub-Sublandlord shall not be required to perform any work to the Sub-Subleased Premises to prepare the same for occupancy and/or use by Sub-Subtenant.

d) Sub-Subland1ord shall have no obligation to provide any services to Sub-Subtenant or the Sub-Subleased Premises pursuant to this Sub-Sublease (other than any obligation of Sub-Sublandlord that is contained in this Sub-Sublease by incorporating the provisions of the Sublease, subject to the limitations set forth in Section 4 hereof). To the extent the parties decide that Sub-Sublandlord will provide Sub-Subtenant any additional services, the allocation of costs and other terms thereof shall be set forth in one or more separate agreements between the parties.

13) **CONSENTS AND APPROVALS**. In any instance when Sub- Subland1ord's consent or approval is required under this Sub-Sublease, Sub-Sublandlord's refusal to consent to or approve any matter or thing shall be deemed reasonable if, *inter alia*, such consent or approval has not been obtained from both Sublandlord under the Sublease (to the extent required under the Sublease) and/or Prime Landlord under the Prime Lease (to the extent required under the Sublease and the Prime Lease). If Sub-Subtenant shall seek the approval or consent of Sub-Sublandlord and Sub-Sublandlord shall fail or refuse to give such consent or approval, Sub-Subtenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Sub-Sublandlord, it being intended that Sub-Subtenant's sole remedy shall be an action for injunction or specific performance and that such remedy shall be available only in those instances where Sub-Sublandlord shall have expressly agreed in writing not to withhold or delay its consent unreasonably.

14) **TERMINATION OF PRIME LEASE**. If for any reason the term of the Sublease shall terminate prior to the expiration of this Sub-Sublease, this Sub-Sublease shall thereupon be terminated (except as to such provisions that this Sub-Sublease expressly provides shall survive a termination) and Sub-Sublandlord shall not be liable to Sub-Subtenant by reason thereof.

15) **ASSIGNMENT AND SUBLETTING**.

a) Sub-Subtenant shall not, by the sale of all or substantially all of its assets, the sale of 50% or more of any class of its capital stock or voting securities or equity interest, transfer of "Control" (as defined in Section 13.I of the Sublease) of Sub-Subtenant or any occupant claiming under Sub-Subtenant, operation of law or otherwise, assign, sell, mortgage, pledge or in any other manner transfer or encumber this Sub-Sublease or any interest therein, or sublet the Sub-Subleased Premises or any part or parts thereof, or grant any concession or license or otherwise permit occupancy of all or any part of the Sub-Subleased Premises by anyone other than Sub-Subtenant (any of the foregoing, a "***Transfer***"), without (i) the prior written approval of Sublandlord in each instance by and subject to the terms and conditions of Article 13 of the Sublease and (ii) the prior written approval of Sub-Sublandlord in each instance, such approval not to be unreasonably withheld or delayed subject to the terms and conditions of Article 13 of the Sublease, solely to the extent incorporated by reference herein pursuant to Section 3 hereof). Subtenant acknowledges and agrees that its continued occupancy hereunder shall be expressly subject to Article 13 of the Sublease.

b) In the event of any Transfer (whether or not consented to), Sub- Subtenant shall (x) pay all fees and costs, if any, that Sub-Subland1ord is required to pay to Sublandlord under

the Sublease in connection with such Transfer and (y) reimburse Sublandlord for all reasonable fees incurred by Sub-Sublandlord in connection with such Transfer (including, without limitation, reasonable attorneys' fees). Sub-Subtenant acknowledges and agrees that any consideration paid or payable to Sub-Subtenant in connection with any transfer shall be subject to Section 13.5 of the Sublease as to both Sublandlord and Sub Sublandlord.

16) **ALTERATIONS**. Sub-Subtenant shall not make, cause, suffer or permit the making of any alterations, changes, replacements, improvements, installations or additions ("***Alterations***") in, to or about the Sub-Subleased Premises, without the prior written approval of Sub-Sublandlord, Sublandlord and Prime Landlord in each instance as required in accordance with the applicable terms and conditions of the Sublease (with respect to Sub-Sublandlord's consent, as incorporated by reference). Additionally any Alterations shall be subject to Article 9 of the Sublease and any other applicable terms and conditions of the Sublease, including without limitation obtaining the consent of Sublandlord to the contractors performing the Alterations. If Sub-Subtenant makes, causes, suffers or permits the making of any Alterations in, to or about the Sub-Subleased Premises, Sub-Subtenant shall (x) pay all fees and costs, if any, that Sub Sublandlord is required to pay to either Sublandlord or Prime Landlord under the Sublease in connection with such Alterations and (y) reimburse Sub-Sublandlord for all reasonable fees incurred by Sub-Sublandlord in connection with such Alterations (including, without limitation, reasonable attorneys' fees).

17) **BROKERAGE**. Sub-Subtenant and Sub-Sublandlord each represents to the other that it has not dealt with any broker or finder in connection with this sublease transaction. Sub-Subtenant and Sub-Sublandlord each agree to indenmify, defend and hold the other harmless from and against any costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from a breach by the indenmifying party of the foregoing representation. The provisions of this Section 17 shall survive the expiration or earlier termination of this Sub-Sublease.

18) **WAIVER OF JURY TRIAL AND RIGHT TO COUNTERCLAIM**. Sub- Subtenant hereby waives all right to trial by jury in any summary or other action, proceeding, or counterclaim arising out of or in any way connected with this Sub-Sublease, the relationship of Sub-Sublandlord and Sub-Subtenant, the Sub-Subleased Premises (including the use and/or occupancy thereof) and any claim of injury or damages with respect thereto. Sub-Subtenant also hereby waives all right to assert or interpose a counterclaim (but not the right to raise or assert mandatory counterclaims) in any summary proceeding or other action or proceeding to recover or obtain possession of the Sub-Subleased Premises or for nonpayment of Fixed Rent or Additional Rent. The provisions of this Section 18 shall survive the expiration or earlier termination of this Sub-Sublease.

19) **HOLDOVER**. If vacant and exclusive possession of the Sub-Subleased Premises is not surrendered to Sub-Sublandlord in accordance with the provisions of this Sub Sublease on the expiration or earlier termination of this Sub-Sublease, Sub-Sublandlord shall be entitled to immediately reenter the Sub-Subleased Premises and dispossess Sub-Subtenant (and/or any person claiming by, through or under Sub-Subtenant). In the event of any such holding over, Sub-Subtenant shall pay as holdover rent or use and occupancy for each month (or portion thereof) of the holdover tenancy an amount calculated in accordance with Article 20 of the Sublease (it being acknowledged and agreed that for purposes of the foregoing, the term "Base Rent" shall mean the annual Fixed Rent hereunder), subject to all of the other terms of this Sub-Sublease insofar as the

same are applicable to such holdover tenancy. The acceptance of any such use and occupancy payment paid by Sub-Subtenant pursuant to this Section 19 shall in no event preclude Sub-Sublandlord from commencing and prosecuting a holdover or summary eviction proceeding. In addition Sub-Subtenant shall indemnify and shall save Sub-Sublandlord harmless from and against all costs, claims, loss or liability resulting from the failure of Sub Subtenant to surrender the Sub-Subleased Premises on the Expiration Date or sooner termination of the Sublease, including, without limitation, any amounts payable by Sub-Sublandlord pursuant to Article 20 of the Sublease or under any indemnity contained in the Sublease. Nothing contained in this Section 19 shall (i) imply any right of Sub-Subtenant to remain in the Sub Subleased Premises after the termination of this Sub-Sublease without the execution of a new lease, (ii) imply any obligation of Sub-Sublandlord to grant a new lease or (iii) be construed to limit any right or remedy that Sub-Sublandlord has against Sub-Subtenant as a holdover tenant or trespasser. The provisions of this Section 19 shall survive the expiration or earlier termination of this Sub-Sublease.

20) **SECURITY DEPOSIT**.

a) On or prior to the date that Sub-Subtenant is no longer controlled by or under common control with Sub-Sublandlord, Sub-Subtenant shall deposit with Sub Sublandlord the sum of SIX HUNDRED SEVENTEEN THOUSAND NINE HUNDRED TWENTY-FIVE and 00/100 ($617,925.00) Dollars as security (the "***Security Deposit***") for the performance and observance by Sub-Subtenant of the terms, covenants and conditions of this Sub-Sublease. Sub-Subtenant's failure to timely deliver the Security Deposit shall be a material default under this Sub-Sublease. If Sub-Subtenant defaults in respect of any of the terms, covenants or conditions of this Sub-Sublease, including, but not limited to, the payment of Fixed Rent and Additional Rent, Sub-Sublandlord may use, apply or retain the whole or any part of the Security Deposit so deposited to the extent required for the payment of any Fixed Rent and Additional Rent or any other sum as to which Sub-Subtenant is in default, or for reimbursement of any sum that Sub-Sublandlord may expend or may be required to expend by reason of Sub Subtenant's default in respect of any of the terms, covenants and conditions of this Sub-Sublease, including, but not limited to, any damages or deficiency in resubletting of the Sub-Subleased Premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Sub-Sublandlord. If Sub-Subtenant shall fully and faithfully comply with all of the terms, covenants and conditions of this Sub-Sublease, the Security Deposit (without interest) shall be returned to Sub-Subtenant after both the date fixed as the end of this Sub-Sublease and delivery of possession of the entire Sub-Subleased Premises to Sub-Sublandlord in the condition required hereunder. Sub-Subtenant further covenants that it will not assign or encumber or attempt to assign or encumber the Security Deposit, and that neither Sub-Sublandlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. In the event of any use, application or retention of the Security Deposit by Sub-Sublandlord, Sub-Subtenant shall, within five (5) days of demand, pay to Sub-Sublandlord the sum so used, applied or retained.

b) In lieu of the cash Security Deposit, Sub-Subtenant shall deliver to Sub-Sublandlord a clean, irrevocable and unconditional letter of credit ("***Letter of Credit***") issued by and drawn upon a member of the Clearing House Association or another commercial bank reasonably satisfactory to Sub-Sublandlord (hereinafter referred to as the "***Issuing Bank***") with offices for banking purposes in New York City, and having a Commercial

Paper credit rating of A-1/P-1 or better from Standard & Poor's (the "***Minimum Rating Requirement***"), which Letter of Credit shall be payable in New York City, have a term of not less than one (1) year, be in a form that complies with requirements sets forth in Section 20(c) below and that is otherwise reasonably acceptable to Sub-Sublandlord, name Sub-Sublandlord as beneficiary, and be maintained in the amount of the Security Deposit for the entire Term plus a period of sixty (60) days thereafter. Notwithstanding the foregoing, the Letter of Credit may provide that it can be drawn upon the office of Issuing Bank located outside of New York City if the drawing thereon may be consummated by facsimile and/or reputable overnight courier.

c) The Letter of Credit shall provide that (i) the Issuing Bank shall pay to Sub-Sublandlord or its duly authorized representative an amount up to the face amount of the Letter of Credit upon presentation of the Letter of Credit and a sight draft in the amount to be drawn; and (ii) the Letter of Credit either shall be for a term ending sixty (60) days after the end of the Term or shall be deemed to be automatically renewed, without amendment, for consecutive periods of one (1) year each during the Term of this Sub-Sublease, unless the Issuing Bank sends written notice to Sub-Sublandlord by certified or registered mail, return receipt requested, not less than sixty (60) days next preceding the then expiration date of the Letter of Credit, that it elects not to have such Letter of Credit renewed.

d) Notwithstanding anything to the contrary contained herein, Sub- Subtenant acknowledges that Sub-Subtenant is obligated to provide Sub-Sublandlord with Replacement Security (as hereinafter defined) within fifteen (15) days of notice from Sub Sublandlord if any of the following events (each, a "***Triggering Event***") occurs: (1) the Issuing Bank of the Letter of Credit is placed into receivership or conservatorship by the Federal Deposit Insurance Corporation or any successor or similar entity; or (2) the Issuing Bank of the Letter of Credit fails to meet the Minimum Rating Requirement. Within fifteen (15) days of Sub Sublandlord's notice to Sub-Subtenant of a Triggering Event, Sub-Subtenant shall replace the Letter of Credit with either a letter of credit issued by a commercial bank that satisfies the requirements set forth in Section 20(b) hereof or other security (the "***Replacement Security***") acceptable to Sub-Sublandlord in its sole and absolute discretion. If Sub-Subtenant fails to provide the Replacement Security as aforesaid, then, notwithstanding anything in this Sub Sublease to the contrary, (1) such failure shall constitute a default under this Sub-Sublease for which there shall be no notice or grace or cure periods being applicable thereto other than the aforesaid fifteen (15) day period and Sub-Sublandlord shall be entitled to exercise any and all rights and remedies provided under this Sub-Sublease, and (2) Sub-Sublandlord may immediately draw upon the Letter of Credit in whole or in part, and the proceeds thereof shall be held or applied, as applicable, pursuant to the terms of this Sub-Sublease.

e) In the event Sub-Sublandlord assigns or otherwise transfers its interest in the Sublease, Sub-Sublandlord shall have the right to transfer (at no expense to it) the cash Security Deposit or Letter of Credit, as the case may be, deposited hereunder to the transferee, and Sub-Sublandlord shall, after notice to Sub-Subtenant of such transfer, including the name and address of the transferee, be released by Sub-Subtenant from all liability for the return of such cash Security Deposit or Letter of Credit. In such event, Sub-Subtenant agrees to look solely to the transferee for the return of said cash Security Deposit or Letter of Credit. Upon Sub-Sublandlord's assignment or other transfer of its interest in the Sublease, Sub-Subtenant shall have its bank issue a new Letter of Credit on all the

same terms and conditions and in the appropriate amount to such transferee in exchange for the return of the then existing Letter of Credit and without charge to Sub-Sublandlord or such transferee. It is agreed that the provisions hereof shall apply to every transfer or assignment made of said cash Security Deposit or Letter of Credit to a transferee.

f) Sub-Sublandlord may draw upon the Letter of Credit at the following times: (i) at any time that Sub-Sublandlord is permitted to use or apply the Security Deposit pursuant to the terms hereof; (ii) upon any failure by Sub-Subtenant to renew, at least thirty (30) days in advance of expiration, a Letter of Credit that would otherwise expire prior to the date which is sixty (60) days after the end of the Term; or (iii) as set forth in Section 20(d) above. Amounts drawn by Sub-Sublandlord under this subparagraph shall be held by Sub Sublandlord as cash security pursuant to the terms of this Section 20.

21) **SURRENDER**. Sub-Subtenant shall, on or prior to the expiration or earlier termination of this Sub-Sublease (i) remove all of Sub-Subtenant's movable fixtures and movable partitions, telephone and other equipment, computer systems, trade fixtures, furniture, furnishings and other items of personal property which are removable without material damage to the Building and any other items required to be removed in accordance with and subject to the terms of the Sublease and (ii) surrender to Sub-Sublandlord the Sub-Subleased Premises, vacant, broom-clean and in good order and condition in accordance with and subject to the terms of the Sublease. In the event any Alterations to the Sub-Subleased Premises are performed by or on behalf of Sub-Subtenant that Sublandlord requires must be removed and/or restored to the original condition, Sub-Subtenant shall be liable to remove and/or restore such Alterations prior to the expiration or earlier termination of this Sub-Sublease. Sub-Subtenant agrees to reimburse Sub-Sublandlord for all costs and expenses incurred in removing and storing Sub-Subtenant's property, or repairing any damage to the Sub-Subleased Premises caused by or resulting from Sub-Subtenant's failure to comply with the provisions of this Section 21. The provisions of this Section 21 shall survive the expiration or earlier termination of this Sub-Sublease.

22) **NO WAIVER**. Sub-Sublandlord's receipt and acceptance of Fixed Rent or Additional Rent, or Sub-Sublandlord's acceptance of performance of any other obligation by Sub-Subtenant, with knowledge of Sub-Subtenant's breach of any provision of this Sub Sublease, shall not be deemed a waiver of such breach. No waiver by Sub-Sublandlord of any term, covenant or condition of this Sub-Sublease shall be deemed to have been made unless expressed in writing and signed by Sub-Sublandlord.

23) **SUCCESSORS AND ASSIGNS**. The provisions of this Sub-Sublease, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. In the event of any assignment or transfer by Sub-Sublandlord of the leasehold estate under the Sublease, the Sub Sublandlord shall be entirely relieved and freed of all obligations that arise or accrue under this Sub-Sublease after the effective date of such assignment or transfer.

24) **LIABILITY OF SUB-SUBLANDLORD**. Sub-Sublandlord's, employees, officers, and trustees, disclosed or undisclosed, shall have no personal liability under this Sub Sublease.

25) **INTERPRETATION**. Irrespective of the place of execution or performance, this Sub-Sublease shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed within the State of New York. The captions,

headings and titles, if any, in this Sub-Sublease are solely for convenience of reference and shall not affect its interpretation. This Sublease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Sub-Sublease to be drafted. Each covenant, agreement, obligation or other provision of this Sub-Sublease binding upon Sub-Subtenant shall be deemed and construed as a separate and independent covenant of Sub-Subtenant, not dependent on any other provision of this Sub Sublease unless otherwise expressly provided. This Sublease may be executed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument.

26) **NOTICES**. All notices, requests, demands and other communications with respect to this Sub-Sublease shall be in writing, shall be delivered by hand (against signed receipt) or sent by registered or certified mail (return receipt requested), or nationally recognized overnight courier (with verification of delivery) to the following addresses:

If to Sub-Sublandlord:
c/o Mount Sinai Health System
Department of Real Estate Services
150 East 42nd Street, 2nd Floor
New York, New York 10017
Attn: Vice President for Real Estate Services

With a copy to:

Mount Sinai Health System
Office of the General Counsel
150 East 42nd Street, 2nd Floor
New York, New York 10017
Attn: Christopher A. Considine, Esq.

and

Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, New York 10036
Attn: Andrew L. Herz, Esq.

If to Sub-Subtenant:

Mount Sinai Genomics, Inc.
1425 Madison Avenue, 3rd Floor
New York, NY 10029
Attn: General Counsel

or to such other address or addresses as Sub-Sublandlord or Sub-Subtenant may designate from time to time. Any such notices, requests, demands and other communications shall be deemed to have been received on the third (3rd) business day after the mailing thereof if mailed in accordance with the terms hereof or upon hand delivery if delivered by hand or one business day following deposit with the

overnight courier if delivered by overnight courier. Notice delivered by legal counsel to the parties on behalf of such counsel's client in accordance with the terms of this Section 26 shall be deemed effective notice.

27) **CONSENT OF PRIME LANDLORD UNDER PRIME LEASE**. The parties acknowledge that pursuant to Section 13.1 of the Sublease, since Sub-Subtenant is Affiliate (as defined in the Sublease) of Sub-Sublandlord, Sublandlord has consented to this Sub Sublease, provided that this Sub-Sublease shall convey no rights to Sub-Subtenant until Sub Sublandlord shall have given Sublandlord written notice hereof, together with a copy of this Sub Sublease and evidence that Sub-Subtenant is an Affiliate of Sub-Sublandlord. Upon the unconditional execution of this Sub-Sublease by both parties, Sub-Sublandlord shall give Sublandlord written notice hereof, together with a copy of this Sub-Sublease and evidence that Sub-Subtenant is an Affiliate of Sub-Sublandlord. Sub-Subtenant expressly acknowledges and agrees that Sub-Subtenant's continued occupancy of the Sub-Subleased Premises shall be subject to the applicable terms of Article 13 of the Sublease.

28) **HAZARDOUS MATERIALS**. In accordance with and subject to the terms of Article 64 of the Sublease, Sub-Subtenant shall use no Hazardous Materials (as defined in therein) in, on, under or about the Sub-Subleased Premises or any part of the Building and surrounding areas.

29) **SIGNS**. Sub-Subtenant may not install any sign, other than in accordance with and subject to 26.7 of the Sublease, including without limitation obtaining the prior written approval of Sublandlord (to the extent required by the terms of the Sublease) and Sub Sublandlord in each instance. Sub-Sublandlord shall have no liability to Sub-Subtenant for the failure of Sublandlord to consent to Sub-Subtenant's sign. Sub-Sublandlord shall use commercially reasonable efforts to obtain a Building directory listing for Sub-Subtenant. Sub Subtenant shall be solely responsible for the costs for any such sign(s) and/or Building directory listings.

30) **FURNITURE**. Sub-Sublandlord shall cooperate with Sub-Subtenant to request from Sublandlord and make available to Sub-Subtenant such furniture that Sub Sublandlord has the right to request pursuant to the terms of Section 2.3 of the Sublease and that Sub-Subtenant desires that Sub-Sublandlord request. Sub-Subtenant shall arrange for the transportation of any such furniture to the Subleased Premises at Sub-Subtenant's sole cost and expense. Use of any such furniture by Sub-Subtenant shall be subject to all applicable terms and conditions of the Sublease, as if Sub-Subtenant were Sub-Sublandlord. Sub-Sublandlord shall have no liability to Sub-Subtenant for the failure of Sublandlord to provide any such furniture.

31) **CAFETERIA, FITNESS CENTER AND SHUTTLE BUS SERVICE**. Sub-Sublandlord shall request that Sublandlord permit Sub-Subtenant and its employees (1) to use the Cafeteria (as defined in the Sublease), to the same extent that Sub-Subtenant and its employees have the right to use the Cafeteria pursuant to Section 32.1 of the Sublease, (2) to use the Fitness Center (as defined in the Sublease), to the same extent that Sub-Subtenant and its employees have the right to use the Fitness Center pursuant to Section 33.l of the Sublease, and (3) to use any shuttle bus service provided by Sublandlord as contemplated by Section 34.1 of the Sublease ("***Shuttle Service***"), to the same extent that Sub-Subtenant and its employees have the right to use any such Shuttle Service pursuant to Section 34.1 of the Sublease. Sub Sublandlord shall have no liability to Sub-Subtenant for the failure of Sublandlord to permit Sub Subtenant and its employees to use the Cafeteria, the Fitness Center and/or any Shuttle Service.

32) **SUBLANDLORD CONTRIBUTION**. Provided that Sub-Subtenant is not then in default under this Sub-Sublease beyond any applicable notice and cure period, solely with respect to any portion of the Sublandlord's Contribution (as defined in the Sublease) that has not previously been disbursed to Sub-Sublandlord or for which Sub-Sublandlord has requested or intends to request disbursement in connection with Subtenant's Improvements (as defined in the Sublease) performed and paid for by Sub-Sublandlord, Design Costs (as defined in the Sublease) or furniture costs incurred by Sub-Sublandlord (or contemplated to be performed or otherwise paid for by Sub-Sublandlord, as applicable), upon Sub-Subtenant's request, Sub Sublandlord agrees to cooperate with Sub-Subtenant to request from Sublandlord, and make available to Sub-Subtenant, disbursements of any such portion of the Sublandlord's Contribution, for the payment or reimbursement of Sub-Subtenant Costs (as hereinafter defined) for which Sub-Sublandlord would have the right to request disbursements for pursuant to the terms of Article 28 of the Sublease if performed and/or paid for (as applicable) by Sub Sublandland. In connection therewith, Sub-Subtenant shall comply with all applicable provisions of Article 28 of the Sublease, as if Article 28 of the Sublease were incorporated into this Sub-Sublease pursuant to Section 3 hereof. As used herein, the term "Sub-Subtenant Costs" means costs incurred by Sub-Subtenant for alterations to the Sub-Subleased Premises performed by Sub-Subtenant or design costs or furniture costs incurred by Sub-Subtenant in connection with the Sub-Subleased Premises. Sub-Sublandlord shall have no liability to Sub-Subtenant for the failure or refusal of Sublandlord to disburse any portion of the Sublandlord's Contribution that Sub-Subtenant so requests that Sub-Sublandlord request disbursement from Sublandlord.

33) **AMENDMENT OF SUBLEASE**. Sub-Sublandlord reserves its right to amend or modify the Sublease provided that such amendment does not materially and adversely affect Sub-Subtenant.

IN WITNESS WHEREOF, Sub-Sublandlord and Sub-Subtenant have executed this Sub-Sublease as of the day and year first above written.

ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI

By: /s/ Stephen Harvey
Name: Stephen Harvey
Title: Senior Vice President and Chief Financial Officer

MOUNT SINAI GENOMICS, INC.

By: /s/ Eric Schadt
Name: Eric Schadt, Ph.D.
Title: President

FIRST AMENDMENT TO SUB-SUBLEASE

THIS FIRST AMENDMENT TO SUB-SUBLEASE (this "**Amendment**") is entered into as of July 31, 2019, by and between ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI, having an office at 150 East 42nd Street, New York, New York 10017 ("**Sub-Sublandlord**"), and MOUNT SINAI GENOMICS, INC. (d/b/a SEMA4), having an office at 333 Ludlow Street, Stamford, Connecticut 06902 ("**Sub-Subtenant**").

WHEREAS, by that certain Lease dated May 8, 2014, between BLT 333 Ludlow LLC (together with its successors and assigns, "**Prime Landlord**"), as landlord, and Starwood Hotels & Resorts Worldwide, Inc. ("**Original Tenant**"), as tenant, as assigned by Original Tenant to, and assumed by, Marriott International, Inc. (together with its successors and assigns, "**Sublandlord**") pursuant to that certain Assignment and Assumption of Lease dated as of May 10, 2017 (such Lease, the "**Prime Lease**"), Prime Landlord has leased to Sublandlord certain premises (the "**Prime Lease Premises**") in the building known as One StarPoint a/k/a 333 Ludlow Street, Stamford, Connecticut (the "**Building**");

WHEREAS, by Sublease Agreement dated as of June 6, 2017, between Sublandlord, as sublandlord, and Sub-Sublandlord, as subtenant (the "**Initial Sublease**"), Sublandlord subleased to Sub-Sublandlord a portion of the Prime Lease Premises consisting of the entire third (3rd) floor of the South Tower of the Building, as more particularly described in the Sublease (the "**Initial Sublease Premises**");

WHEREAS, by that certain Sub-Sublease, dated as of June 6, 2017, between Sub-Sublandlord and Sub-Subtenant (the "Sub-Sublease"), Sub-Sublandlord sub-sublet to Sub-Subtenant the entire Initial Sublease Premises (referred to herein as the "Existing Sub-Sublease Premises");

WHEREAS, by that certain First Amendment to Sublease Agreement dated as of the date hereof, between Sublandlord and Sub-Sublandlord (the "**First Sublease Amendment**", and the Initial Sublease as amended by the First Sublease Amendment, the "**Sublease**"), (a) Sublandlord has subleased to Sub-Sublandlord a portion of the Prime Lease Premises consisting of the entire seventh (7th) and eighth (8th) floors of the North Tower of the Building, as more particularly described in the Sublease (the "**New Sublease Premises**"), and (b) Sub-Sublandlord has agreed to surrender to Sublandlord the Initial Sublease Premises; and

WHEREAS, the parties desire to amend the Existing Sub-Sublease on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the receipt and sufficiency of which are hereby acknowledged, the parties by these presents agree as follows:

34) **Definitions**. Capitalized terms used in this Amendment and not defined herein shall have the meanings ascribed to such terms in the Existing Sub-Sublease.

35) **Amendments to the Existing Sub-Sublease**.

a) Effective as of the Relocation Commencement Date (as defined in the First Sublease Amendment), the term "Sub-Subleased Premises" shall mean the New Premises (as defined in the First Sublease Amendment).

b) Section 3(b) of the Existing Sub-Sublease is hereby amended to provide that Section 2(i), Section 2(x) and Section 2(aa) of the First Sublease Amendment shall not be incorporated in the Sub-Sublease by reference and shall not apply to the Sub-Sublease.

c) Notwithstanding anything to the contrary provided in Section 2(c) of the First Sublease Amendment, Sub-Sublandlord shall (i) deliver to Sub-Subtenant a copy of the Substantial Completion Notice (as defined in the First Sublease Amendment) promptly following Sub-Sublandlord's receipt thereof and (ii) allow Sub-Subtenant to attend the inspection of the Sublandlord's Work (as defined in the First Sublease Amendment) on the Walk-Through Date (as defined in the First Sublease Amendment). Sub-Subtenant acknowledges that the First Sublease Amendment provides that Sublandlord shall perform the Sublandlord's Work in accordance with the terms thereof. Sub-Sublandlord will have no obligation to perform the Sublandlord's Work.

d) Sub-Sublandlord agrees to pay to Sub-Subtenant, following Sub-Sublandlord's receipt thereof, funds disbursed by Sublandlord to Sub-Sublandlord on account of the TI Allowance (as defined in the First Sublease Amendment). Sub-Sublandlord will have no obligation to pay any funds to Sub-Subtenant on account of the TI Allowance except to the extent that Sublandlord pays any such funds to Sub-Sublandlord pursuant to Section 2(bb) of the First Sublease Amendment.

e) Sub-Sublandlord agrees to pay to Sub-Subtenant, following Sub-Sublandlord's receipt thereof, funds disbursed by Sublandlord to Sub-Sublandlord on account of the moving expense allowance provided by Sublandlord pursuant to the last two sentences of Section 2(bb) of the First Sublease Amendment (the "**Moving Allowance**"). Sub-Sublandlord will have no obligation to pay any funds to Sub-Subtenant on account of the Moving Allowance except to the extent that Sublandlord pays any such funds to Sub-Sublandlord pursuant to the last two sentences of Section 2(bb) of the First Sublease Amendment.

f) Section 20 of the Existing Sub-Sublease is hereby amended by deleting the words "SIX HUNDRED SEVENTEEN THOUSAND NINE HUNDRED TWENTYFIVE and 00/100 ($617,925.00) Dollars" and substituting in their place the words "ONE MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND ONE HUNDRED FIFTY-SEVEN and 47/100 ($1,425,157.47) Dollars.

g) Subject to the terms of this paragraph, Sub-Subtenant shall have the right (the "**Sub-Subtenant Termination Right**") to terminate the Sub-Sublease effective as of the penultimate day of the tenth (10th) Lease Year (as defined in the Sublease) (such date, as applicable, being referred to herein as the "**Sub-Subtenant Termination Date**"). Sub-Subtenant shall have the right to terminate the Sub-Sublease effective as of the Sub-Subtenant Termination Date by giving written notice thereof to Sub-Sublandlord by not later than the date that is nineteen (19) months prior to the Sub-Subtenant Termination Date (the "**Notice Date**"), as to which date time shall be of the essence. If Sub-Subtenant timely exercises the Sub-Subtenant Termination Right, then Sub-Subtenant, on the Sub-Subtenant Termination Date, shall vacate the Sub-Subleased Premises and surrender the Sub-Subleased Premises to Sub-Sublandlord in accordance with the terms of the Sub-Sublease. If Sub-Subtenant exercises Sub-Subtenant's right to so terminate the Sub-Sublease as provided in this paragraph, then Sub-Subtenant shall pay to Sub-Sublandlord an amount equal to $4,872,335 (the "**Sub-Sublease Termination Fee**") on or prior to the

Notice Date (as to which date time shall be of the essence). If Sub-Subtenant fails to pay the Sub-Sublease Termination Fee to Sub-Sublandlord on or prior to the Notice Date, then Sub-Subtenant's exercise of the Sub-Subtenant Termination Right shall be deemed ineffective.

h) h) Sub-Subtenant acknowledges that Sub-Sublandlord will have the right, in its sole and absolute discretion, to terminate the Sublease pursuant to the terms of Section 2(dd) of the First Sublease Amendment (the "**Sublease Termination Right**"), regardless of whether Sub-Subtenant exercises the Sub-Subtenant Termination Right. If (i) Sub-Subtenant fails to properly exercise the Sub-Subtenant Termination Right and (ii) Sub-Sublandlord exercises the Sublease Termination Right, then (y) the Sub-Sublease shall expire on the day immediately prior to the Subtenant's Termination Date (as defined in the First Sublease Amendment) (the "**Sub-Sublandlord's Termination Date**"), and (z) Sub-Subtenant, on the SubSublandlord's Termination Date, shall vacate the Sub-Subleased Premises and surrender the Sub-Subleased Premises to Sub-Sublandlord in accordance with the terms of the Sub-Sublease.

36) **Miscellaneous**.

a) Except as otherwise modified by this Amendment, the terms of the Sub-Sublease shall remain in full force and effect and, as modified hereby, are ratified and confirmed in all respects.

b) This Amendment may not be changed or terminated nor any of its provisions waived verbally but only by agreement in writing signed by the party against whom enforcement of any change, termination or waiver is sought.

c) This Amendment may be executed in counterparts and all such counterparts, taken together, shall constitute one and the same agreement. A signed copy of this Amendment delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI

By: /s/ Stephen Harvey

Name: Stephen Harvey

Title: SVP/CFO

MOUNT SINAI GENOMICS, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI

By: _____

Name: Stephen Harvey
Title: SVP/CFO

MOUNT SINAI GENOMICS, INC.

By: /s/ Matthew Rosamond

Name: Matthew Rosamond
Title: CFO

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "**Sublease**"), dated as of November 8, 2019, is made and entered into by and between MARRIOTT INTERNATIONAL, INC., a Delaware corporation (the "**Sublandlord**"), and MOUNT SINAI GENOMICS, INC. (d/b/a SEMA4), a Delaware corporation (the "**Subtenant**"). Sublandlord and Subtenant are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, pursuant to that certain Lease (as the same may be amended, restated, modified or otherwise supplemented in accordance with the terms hereof, the "**Lease**"), dated May 8, 2014 by and between BLT 333 Ludlow LLC, as landlord ("**Landlord**") and Starwood Hotels & Resorts Worldwide, Inc., as tenant ("**Original Tenant**") which Lease was assigned by Original Tenant to Sublandlord and assumed by Sublandlord, pursuant to that certain Assignment and Assumption of Lease dated as of May 10, 2017, a redacted copy of which Lease (including said assignment) is attached hereto as **Exhibit A**, Sublandlord leases from Landlord the Premises (as defined in the Lease) in the buildings (collectively, the "**Building**") located at One StarPoint a/k/a 333 Ludlow Street, Stamford, Connecticut 06902; and

WHEREAS, Sublandlord desires to sublease to Subtenant a portion of the Premises consisting of 29,234 rentable square feet constituting the entire sixth (6th) floor of the North Tower of the Building (the "**North Tower**") as more particularly shown on the floor plan attached as **Exhibit B** hereto (the "**Sublease Premises**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. DEFINITIONS

1.1. Definitions. All capitalized terms used herein but not defined shall have the meaning set forth in the Lease.

(a) **Additional Rent** shall mean all sums as shall become due and payable by Subtenant under this Sublease, other than the Base Rent, including, but not limited to, the payments due under Article 4. Except as otherwise expressly provided herein to the contrary, all items of Additional Rent shall be payable within thirty (30) days after Sublandlord's written demand therefor.

(b) **Base Rent** shall mean the following (subject to Section 4.1 hereof):

Lease Year	Annual Base Rent	Monthly Base Rent	Annual Base Rent Per Square Foot*
1	$950,105.00	$79,175.42	$32.50
2	$979,339.00	$81,611.58	$33.50
3	$1,008,573.00	$84,047.75	$34.50
4	$1,037,807.00	$86,483.92	$35.50
5	$1,067,041.00	$88,920.08	$36.50
6	$1,096,275.00	$91,356.25	$37.50
7	$1,125,509.00	$93,792.42	$38.50
8	$1,154,743.00	$96,228.58	$39.50
9	$1,183,977.00	$98,664.75	$40.50
10	$1,213,211.00	$101,100.92	$41.50
11	$1,242,445.00	$103,537.08	$42.50
12	$1,271,679.00	$105,973.25	$43.50
13	$1,300,913.00	$108,409.42	$44.50
14	$1,330,147.00	$110,845.58	$45.50
15**	$1,359,381.00	$113,281.75	$46.50

* In the event of any conflict between the Annual Base Rent specified above and the Annual Base Rent per Square Foot specified above, the Annual Base Rent specified above will govern.

** Note: Lease Year 15 is a partial year.

(c) **Broker(s)** shall mean CBRE and Newmark Knight Grubb Frank.

(d) **Business Day** shall mean all days, except Saturdays, Sundays and Holidays. “Holidays” are defined as the following: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and to the extent of utilities or services provided by union members engaged at the Property, such other holidays observed by such unions.

(e) **Business Hours** shall mean the hours of 8:00 A.M. to 6:00 P.M., Monday through Friday and 8:00 A.M. to 12:00 P.M. on Saturdays.

(f) **Interest Rate** shall mean a rate equal to the greater of (i) nine and three quarters percent (9.75%) per annum and (ii) the interest rate being charged under the Lease to the extent Sublandlord is responsible to pay interest thereunder as a result of Subtenant’s late payment hereunder; provided, however, in no event shall the Interest Rate exceed the highest rate permitted by Applicable Laws.

(g) **Lease Year** shall mean the twelve (12) month period commencing on the Sublease Commencement Date and each subsequent consecutive twelve (12) month period.

(h) **Property** shall mean the Building, together with any related land, improvements, parking garages and facilities, common areas, driveways, sidewalks and landscaping.

(i) **Rent** shall mean Base Rent and Additional Rent.

(j) **Rentable Area of the Building** shall mean 431,555 rentable square feet, which Sublandlord and Subtenant have stipulated as the Rentable Area of the Building.

(k) **Rentable Area of the Sublease Premises** shall mean 29,234 rentable square feet, which Sublandlord and Subtenant have stipulated as the Rentable Area of the Sublease Premises.

(l) **Rent Commencement Date** shall mean the Sublease Commencement Date.

(m) **Sublease Commencement Date** shall mean November 15, 2019, subject to Section 2.

(n) **Sublease Expiration Date** shall mean January 31, 2034.

(o) **Sublease Premises** shall have the meaning set forth in the Recitals.

(p) **Sublease Term** shall mean the period between the Sublease Commencement Date and the Sublease Expiration Date (as such terms are hereinafter defined), unless sooner terminated or extended as otherwise provided in this Sublease.

(q) **Subtenant's Percentage Share** shall mean six and seventy-seven hundredths percent (6.77%) with respect to increases in Property Taxes, Other Taxes and Operating Expenses (as such terms are hereinafter defined).

(r) **Subtenant's Permitted Use** shall mean general administrative and executive offices and such other uses that are ancillary thereto.

2. SUBLEASE PREMISES

2.1. Sublease Premises. Sublandlord hereby leases the Sublease Premises to Subtenant, and Subtenant hereby subleases the Sublease Premises from Sublandlord, upon all of the terms, covenants and conditions contained in this Sublease. The Sublease Premises are demised herein together with the non-exclusive use of all common facilities which serve the Sublease Premises including, but not limited to, the right to use in common with other tenants and occupants of the Building such common elevators, stairways, corridors, entrance ways, restrooms, fire escapes and other similar or related facilities as may exist in and about the Property and may be generally applicable to all tenants and occupants of the Building.

2.2. Acceptance of Premises.(a) Except as otherwise expressly set forth in this Sublease, Sublandlord shall deliver the Sublease Premises to Subtenant in its "As-Is" condition (i) free and clear of all other tenants and occupants, (ii) in broom-clean condition, with all installations, improvements and furniture existing as of the date hereof (the "**Existing Furniture**"); provided, however, that any Existing Furniture removed from the Sublease Premises by Subtenant shall be returned to Sublandlord, unless Sublandlord agrees to waive such obligation and provides a bill of sale transferring title to such Existing Furniture to Subtenant, (iii) with all HVAC systems (including the Existing Supplemental HVAC Unit (as defined below)) and Building plumbing, electrical and mechanical systems serving the Sublease Premises operating in good, working condition, (iv) in a structurally sound and weather-tight condition; (v) with Sublandlord's Work (as hereinafter defined) Substantially Complete in accordance with the terms of this Sublease; provided, however, that Sublandlord may elect, in its sole discretion, to complete all or a

portion of Sublandlord's Work within sixty (60) days following the Sublease Commencement Date; and (vi) otherwise in the condition required by the provisions of this Sublease (collectively, the "**Delivery Condition**") as of the Sublease Commencement Date (the "**Delivery Date**"), without representation or warranty, oral or written, express, implied, statutory or otherwise, on the part of Sublandlord or its agents and representatives other than as expressly set forth herein. If Sublandlord is unable to deliver possession of the Sublease Premises in the Delivery Condition on the Sublease Commencement Date, Sublandlord shall not be liable for any damage caused thereby, nor shall this Sublease be void or voidable, but, rather the Sublease Commencement Date shall be the date that vacant possession of the Sublease Premises in the Delivery Condition is so tendered to Subtenant, subject to the extension of the Rent Commencement Date (as hereinafter defined) pursuant to the terms of Section 2.2(d) of this Sublease.

(b) To Sublandlord's knowledge, the Sublease Premises were in compliance with Applicable Laws in all material respects at the time last Sublandlord occupied the Sublease Premises (August, 2019), and Sublandlord does not have actual notice of any violation of Applicable Laws relating to the Sublease Premises, but for the avoidance of doubt, Subtenant shall independently verify compliance of the Sublease Premises with Applicable Laws relating to its use and occupancy thereof. Sublandlord makes no representation as to whether Subtenant's intended use of the Sublease Premises is permitted under Applicable Laws. Except as otherwise expressly set forth herein, Sublandlord shall have no obligation whatsoever to alter, remodel, improve, repair, decorate or paint the Sublease Premises or any part thereof either prior to or during the Sublease Term. The taking of possession of the Sublease Premises by Subtenant shall be deemed presumptive acceptance of the Sublease Premises in the condition required by this Sublease, subject to Sublandlord's repair, maintenance and replacement obligations expressly set forth in this Sublease and the completion of any Punch List Items (defined below). Subtenant acknowledges and agrees that it has inspected the Sublease Premises, that the Sublease Premises are suitable or fit for its purposes and agrees to accept possession of same in the Delivery Condition and that Subtenant is not relying on any representations or warranties made by Sublandlord or any of Sublandlord's officers, directors, employees, agents or contractors regarding the Sublease Premises, the Building or the Property except as may be expressly set forth herein.

(c) Prior to the Sublease Commencement Date (unless Sublandlord elects to have same occur after the Sublease Commencement Date), Sublandlord shall perform the work ("**Sublandlord's Work**") set forth on **Exhibit I** attached hereto in a good and workmanlike manner in compliance with all Applicable Laws. Sublandlord shall apply to the cost of the Sublandlord's Work a tenant improvement allowance sum equal to $146,170.00 (the "**TI Allowance**"), to be funded by Sublandlord as Sublandlord's Work progresses. To the extent the costs of Sublandlord's Work exceed the TI Allowance, such excess shall be the sole cost and expense of Sublandlord. To the extent the costs of Sublandlord's Work are less than the TI Allowance, such savings shall inure solely to the benefit of Sublandlord. Sublandlord warrants to Subtenant that any materials and equipment to be installed as part of Sublandlord's Work will be new and of good quality and Sublandlord shall be responsible for repairing any defects in Sublandlord's Work provided that Subtenant notifies Sublandlord of such defects within one (1) year of the date of Substantial Completion.

(d) Subject to the last sentence of this paragraph and delays resulting from force majeure causes not to exceed one hundred twenty (120) days in the aggregate, (i) if the Delivery

Date does not occur within sixty (60) days following Sublease Commencement Date (the "**Outside Delivery Date**"), then the Rent Commencement Date shall be delayed by one (1) day for each day occurring during the period commencing on the Outside Delivery Date until the earlier to occur of (a) the Delivery Date and (b) the day immediately preceding the date that is thirty (30) days following the Outside Delivery Date (the "**Second Outside Delivery Date**"), and (ii) if the Delivery Date does not occur by the Second Outside Delivery Date, then the Rent Commencement Date shall be delayed by two (2) days for each day occurring during the period commencing on the Second Outside Delivery Date until the Delivery Date. Notwithstanding anything contained in this provision to the contrary, if any failure by Sublandlord to deliver the Sublease Premises to Subtenant in the Delivery Condition on any date is due to delays caused by Subtenant (including, without limitation, Subtenant's failure to provide Sublandlord with evidence of Subtenant's insurance required hereunder on or prior to the Delivery Date) (each, a "**Subtenant Delay**"), such delay shall not be deemed to delay the commencement of the term of this Sublease with respect to the Sublease Premises or the Rent Commencement Date and the Delivery Date and Rent Commencement Date shall be deemed to be the date each of same would have occurred but for such delay. Sublandlord shall promptly notify Subtenant if it becomes aware of a Subtenant Delay, including a description of the condition causing the delay and the anticipated length of such delay.

(e) From and after the date hereof through the Sublease Commencement Date, Subtenant has a limited non-exclusive license to enter the Sublease Premises to install telephone and data cabling and otherwise prepare to commence operations within the Sublease Premises, and Subtenant shall be responsible and liable for all obligations of Subtenant hereunder (other than paying Base Rent (other than the first month's), which obligation shall commence on the Rent Commencement Date), including, without limitation, maintaining the insurance required under this Sublease; provided, however, Subtenant shall not be permitted to do any work in and to the Sublease Premises except in accordance with Article 9 hereof and shall in no event unreasonably interfere with Sublandlord's performance of Sublandlord's Work. Notwithstanding anything to the contrary contained herein, Subtenant's early access pursuant to this paragraph shall not be deemed to be Subtenant's acceptance or occupancy of the Sublease Premises.

As used herein, "**Substantial Completion**" or "**Substantially Complete**" means that Sublandlord's Work has been completed and a certificate of approval has been issued by the municipality with respect thereto, except for minor or insubstantial details of construction, decoration and mechanical adjustments, the non-completion of which will not materially and adversely interfere with Subtenant's occupancy of the Sublease Premises for the Subtenant's Permitted Use (the "**Punch List Items**"). Following Substantial Completion of Sublandlord's Work, Sublandlord shall promptly commence and use reasonably diligent efforts to complete all Punch List Items within thirty (30) days following Substantial Completion of Sublandlord's Work, or such longer period of time as may be reasonable under the circumstances, and do so in a manner so as to minimize interference with Subtenant's operations in the Sublease Premises.

2.3. Parking.

(a) Throughout the Sublease Term, Sublandlord hereby grants to Subtenant and persons designated by Subtenant the right, at no additional charge, to use up to three (3) parking spaces for each one thousand (1,000) rentable square feet in the Sublease Premises

(initially eighty eight (88)) parking spaces in the parking garage serving the Building (the "**Garage**") or on any other premises upon which Sublandlord is entitled to parking spaces ("**Overflow Parking Premises**"). Except as otherwise expressly provided for below, the parking spaces hereunder, and the parking spaces allocated to other tenants and subtenants of the Building (including Sublandlord), shall be provided on an unreserved "first-come, first-served" basis. The Sublandlord shall be permitted to grant other tenants and subtenants (including Sublandlord) reserved parking spaces however in no event shall such reserved parking exceed fifty (50%) percent of any floor in the Garage.

(b) Subtenant shall at all times use the Garage and/or the Overflow Parking Premises in accordance the Parking Rules (as defined below). Further, provided that Subtenant is reasonably made aware of same (by reason of inclusion in the Parking Rules or otherwise) Subtenant will at all times use the Garage and/or the Overflow Parking Premises in compliance with applicable ordinances, rules, regulations, codes, laws, statutes and requirements of all federal, state, county and municipal governmental bodies or their subdivisions (the foregoing shall only refer to Subtenant's use of the aforesaid parking, and is not intended to require the Subtenant to assure that such parking is in compliance with the aforesaid matters). Sublandlord reserves the right to adopt, modify and enforce reasonable rules and regulations, governing the use of the Garage and the Overflow Parking Premises from time to time, including any key-card, sticker or other identification or entrance system, and hours of operation ("**Parking Rules**"); provided that such Parking Rules shall not unreasonably interfere with Subtenant's use and enjoyment of the Sublease Premises. Sublandlord may refuse to permit any person who violates such Parking Rules to park in the Garage or in the Overflow Parking Premises, and any violation of the Parking Rules shall subject the car to removal from the Garage or the Overflow Parking Premises, as the case may be. Subtenant shall not permit its employees and invitees to park cars overnight in the Garage or in the Overflow Parking Premises except in the case of customary business travel or otherwise in accordance with the Parking Rules. In the event of an express conflict between any Parking Rules and the terms of this Sublease, this Sublease shall govern and control.

(c) Subtenant acknowledges that Sublandlord has or may arrange for the Garage and/or the Overflow Parking Premises to be operated by an independent contractor not affiliated with Sublandlord. In such event, Subtenant acknowledges that Sublandlord shall have no liability for claims arising through acts or omissions of such independent contractor, except to the extent caused by the negligence or willful misconduct of Sublandlord or its contractors, agents or employees. Sublandlord shall have no liability whatsoever for any damage to property or any other items located in the Garage or the Overflow Parking Premises, nor for any personal injuries or death arising out of any matter relating to the Garage or the Overflow Parking Premises, except to the extent caused by the negligence or willful misconduct of Sublandlord or its contractors, agents or employees.

(d) Sublandlord reserves the right to assign specific spaces, and to reserve spaces for visitors, small cars, handicapped persons and for other tenants, guests of tenants or other parties, and Subtenant and persons designated by Subtenant hereunder shall not park in any such assigned or reserved spaces. Sublandlord also reserves the right to temporarily close all or any portion of the Garage or the Overflow Parking Premises in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the Garage or the Overflow Parking Premises, provided same shall be undertaken in a manner reasonably

designated to minimize inconvenience to tenants, subtenants and visitors of the Building and, except as otherwise provided for in this Sublease, subject to force majeure, the Garage and Overflow Parking Premises shall be available for parking during Business Hours.

3. SUBLEASE TERM

3.1. Except as otherwise provided in this Sublease, the Sublease Term shall be the period commencing on the Sublease Commencement Date and ending on the Sublease Expiration Date unless sooner terminated or otherwise provided in this Sublease.

3.2. Following the Sublease Commencement Date, at the request of Sublandlord or Subtenant, Sublandlord and Subtenant shall execute and deliver a written agreement, substantially in the form of **Exhibit C**, confirming the Sublease Commencement Date, Rent Commencement Date and Sublease Expiration Date; provided, however, the failure to execute and deliver such instrument shall not affect in any manner whatsoever the validity of the Sublease Commencement Date, the Rent Commencement Date or the Sublease Expiration Date.

4. RENT

4.1. Base Rent. Subject to the terms and conditions hereof, commencing on the Rent Commencement Date and until the Sublease Expiration Date, Subtenant shall pay Base Rent to Sublandlord as rental for the Sublease Premises. Notwithstanding the foregoing, concurrently with the execution by Subtenant and delivery to Sublandlord of this Sublease, Subtenant shall pay to Sublandlord the first month's Base Rent, which shall be applied to the monthly installment of Base Rent due on the Rent Commencement Date.

4.2. Additional Rent. In addition to the Base Rent, subject to the terms and conditions hereof, beginning on the Sublease Commencement Date until the Sublease Expiration Date, Subtenant shall pay Additional Rent to Sublandlord.

4.3. Definitions. As used herein,

(a) "**Base Operating Year**" shall mean the period commencing January 1, 2019, and ending December 31, 2019.

(b) "**Base Tax Year**" shall mean the period commencing July 1, 2019, and ending June 30, 2020.

(c) "**Operating Expenses**" shall mean, without duplication and net of recoveries or reimbursements of others, all costs, fees, disbursements and expenses actually paid or incurred by or on behalf of Sublandlord in the operation, ownership, maintenance, insurance, management, replacement and repair of the Property and the Building during or allocable to the Base Operating Year and/or the remainder of the Sublease Term, including, without limitation:

(i) costs of supplies, including, but not limited to, the cost of re-lamping all Building Standard lighting in common areas of the Property as the same may be required from time to time;

(ii) costs incurred in connection with obtaining and providing energy for the Property, including, but not limited to, costs of propane, butane, natural gas, steam, electricity, solar energy and fuel oils, coal or any other energy sources, including any taxes thereon;

(iii) costs of water and sanitary and storm drainage services;

(iv) costs of janitorial and security services;

(v) costs of general maintenance and repairs, including costs under HVAC, and other mechanical maintenance contracts and maintenance, repairs and replacement of equipment and tools used in connection with operating the Property and the parking facilities; provided, in each case, that all such repairs and replacements are in the nature of repairs and are not required to be considered capital expenses under generally accepted accounting principles consistently applied, which would be subject to the limitations with respect to capital expenditures set forth in clause (xi) below;

(vi) costs of maintenance and replacement of landscaping;

(vii) insurance premiums, including fire and all-risk coverage, together with loss of rent endorsements, the part of any claim required to be paid under the deductible portion of any insurance policies carried by Sublandlord in connection with the Property, public liability insurance and any other insurance carried by Sublandlord on the Property, or any component parts thereof (all such insurance shall be in such amounts as may be required by any holder of a Superior Mortgage (as defined in the Lease) or as determined by Sublandlord in its sole but reasonable judgment);

(viii) labor costs, including wages and other payments, costs to Sublandlord of worker's compensation and disability insurance, payroll taxes, employment taxes, general welfare benefits, pension payments, medical and surgical benefits, fringe benefits for persons up to the level of Building manager (and all reasonable legal fees and other costs or expenses incurred in resolving any labor dispute) who are directly engaged or involved in performing services connected with the operation, ownership, maintenance, management and repair of the Property and the Building (these costs may be allocated costs associated for such employees if such employees provide similar on-site services to other buildings as well as the Property);

(ix) professional building management fees required for management of the Property not to exceed 3% of all "Gross Rent" for the Property. As used herein, Gross Rent shall mean the fixed rent payable by Sublandlord under the Lease, plus the items of additional rent paid by Sublandlord under the Lease for operating expenses and real estate taxes all as more set forth in the excerpted section of the current management agreement set forth on Exhibit 4.3(c)(ix);

(x) legal, accounting, inspection, and other consultation fees (including, without limitation, fees charged by consultants retained by Sublandlord for services that are designed to produce a reduction in Operating Expenses or to reasonably

improve the operation, maintenance or state of repair of the Property) incurred in the ordinary course of operating the Property or in connection with making the computations required hereunder or in any audit of operations of the Property, in each case, which, in accordance with generally accepted accounting principles (or other standards reasonably and consistently applied by Sublandlord) would be construed as an operating expense;

(xi) the costs of capital improvements or structural repairs or replacements made in or to the Property in order to conform to changes, subsequent to the Sublease Commencement Date, in any Applicable Laws, ordinances, rules, regulations or orders of any governmental or quasi-governmental authority having jurisdiction over the Property (herein "**Required Capital Improvements**") or the costs incurred by Sublandlord to install a new or replacement capital item for the purpose of reducing Operating Expenses (herein "**Cost Savings Improvements**") or the costs incurred by Sublandlord to install a new or replacement capital item for the purpose of maintaining the existing quality of improvements at the Property (herein "**Maintenance Improvements**"). The expenditures for Required Capital Improvements, Cost Savings Improvements and Maintenance Improvements shall be amortized over the useful life of such capital improvement or structural repair or replacement, which useful life shall be that period used by Sublandlord for federal income tax purposes to amortize or depreciate such item. All costs so amortized shall bear interest on the amortized balance at the rate of eight percent (8%) per annum or such higher rate as may have been actually paid by Sublandlord on funds borrowed for the purpose of such Required Capital Improvements, Cost Savings Improvements and/or Maintenance Improvements;

(xii) any costs or expenses associated with the operation and maintenance of the Cafeteria (as defined herein) (including outdoor seating facilities and other food and beverage services to tenants and occupants of the Building), the Fitness Center (as defined herein), kiosks or conference facility within the Property, in each case to the extent the same generally exists for the benefit of all tenants and subtenants of the Building; and

(xiii) any rent or costs or expenses associated with (A) Overflow Parking Premises, (B) for providing transportation to and from the Stamford transportation center including the Shuttle Bus (as defined below), and/or (C) any other amenities, in each case to the extent the same generally exists for the benefit of all tenants and subtenants of the Building.

Excluded from Operating Expenses shall be the following: (a) debt service of any kind, including interest on and amortization of debts and late charges; (b) brokerage commissions (whether for sale, leasing or financing), and advertising, promotional and other expenses for, or in connection with, procuring new subtenants of the Building or the Property; (c) financing and refinancing costs; (d) Property Taxes and Other Taxes; (e) leasehold improvements made exclusively for Sublandlord or one or more particular subtenant(s) or occupant(s) of the Building (which do not benefit or are not made available to the Subtenant); (f) the cost of any item included in Operating Expenses to the extent that such cost is reimbursed by a warranty, guaranty, service contract, an insurance company (except as a reimbursement of Operating Expenses), but if at the time Operating Expenses are determined for a

particular year such reimbursement has not been made, such expenses may be included in Operating Expenses and an adjustment shall be made when and if such reimbursement is actually received; (g) ground rent, or any other rent payments under any superior lease of the Building (including, without limitation, the Lease); (h) expenses incurred in the sale, transfer, or other disposition of any of the Building, the Property, or any interest therein; (i) legal fees, arbitration fees and court costs relating to acquisition, ownership, financing, refinancing, restructuring, leasing and sale of the Property, or any interest therein, or related to disputes with other subtenants or other occupants of the Building, or associated with the preparation, negotiation or enforcement of any leases or subleases; (j) administrative salaries, benefits and other compensation of Sublandlord's or its agents' employees above the grade of Building manager or who are not directly involved in performing services connected with the operation, ownership, maintenance, management and/or repair of the Property and/or the Building, or who perform such services in connection with both (i) the Property and the Building and (ii) other buildings or real property, in which case administrative salaries, benefits and other compensation shall be equitably apportioned; (k) costs of additional or extra services furnished to Sublandlord, in its capacity as an occupant of the Building, or to other subtenants or occupants for which Sublandlord is separately reimbursed; (l) the cost of any work performed or service provided to the extent the fees charged or other compensation received would result in a duplicative recovery by Sublandlord; (m) any environmental compliance or remediation or legal compliance costs of any kind related to an environmental condition which Sublandlord is responsible for pursuant to this Sublease; (n) any costs, fees, disbursements and/or expenses for the operation, ownership, maintenance, insurance, management, replacement and repair of, or otherwise related or allocable to, the marina that is located on the Property; (o) the cost of any repair made by Sublandlord because of the total or partial destruction of the Property or the Building or the condemnation of a portion of the Building or the Property; (p) any costs representing an amount paid to an affiliate of Sublandlord which is in excess of the amount which would be paid in the absence of such relationship; (q) any costs or expenses for sculpture, paintings or other works of art; (r) reserves for operating expenses, bad debt, rent loss, maintenance, repairs and replacements; (s) political or charitable contributions, and fees, dues or contributions that Sublandlord pays voluntarily to civic organizations; (t) the costs of energy furnished to the portions of the Building that Sublandlord has leased or that Sublandlord is holding for or offering for lease, or the cost of any work or service furnished to any particular occupant of the Building (including Sublandlord) as opposed to subtenants generally; (u) charges for the general overhead costs that Sublandlord incurs in managing, operating, maintaining, or staffing its offices that are not located at the Building or the Property other than salaries, benefits and other compensation of persons providing services to and properly allocable to the Building; (v) interest, penalties and late charges that in either case are paid or incurred as a result of late payments made by Sublandlord (if the Subtenant has timely paid the applicable item of Additional Rent pursuant to this Sublease) or any other failure of Sublandlord to perform its obligations in accordance with the terms of any agreements or by reason of Sublandlord's failure to comply with legal requirements; (w) costs that Sublandlord incurs in organizing or maintaining in good standing the entity that constitutes Sublandlord, or in authorizing Sublandlord to do business in the jurisdiction where the Building is located; (x) the cost of any judgment, settlement, or arbitration award resulting from any liability of Sublandlord (other than liability for amounts otherwise includible in Operating Expenses hereunder) and all expenses incurred in connection therewith; (y) amounts payable by Sublandlord for withdrawal liability or unfunded pension liability to a multi-employer pension plan (under Title IV of the Employee Retirement Income Security Act of 1974, as amended); and (z) fines or penalties that are assessed against Sublandlord by a governmental authority by virtue of violations at the Building of applicable legal requirements or the cost of removing or curing such violations incurred by Sublandlord which result from Sublandlord's breach of this Sublease or Sublandlord's negligence or willful misconduct. In addition, to the extent any Operating Expenses include costs or expenses for facilities, concessions or services that generate operating income or operating revenues of any kind, Sublandlord shall first offset such costs and expenses against such

operating income or operating revenues so that only "net" costs for the item in question shall be included in Operating Expenses. Further, the amount of all fees, charges and other expenses paid by Subtenant to Sublandlord pursuant to other provisions in this Sublease (including any charges for overtime HVAC) for items that would otherwise be included in Operating Expenses, shall be offset against the costs and expenses for such items before they are included in Operating Expenses. Further if and to the extent that there is an ADA violation in the common areas as of the date of this Sublease, the cost to repair or cure same would be excluded from Operating Expenses if such expense is incurred after the date hereof.

(d) "**Operating Year**" shall mean each subsequent twelve (12) month period following the Base Operating Year.

(e) "**Other Taxes**" shall have the meaning set forth in the Lease.

(f) "**Property Taxes**" shall have the meaning set forth in the Lease. If Property Taxes shall be subject to any abatement, discount or exemption granted by a governmental authority which is of general applicability to the Property and not granted as a result of any actions or event specific to a tenant or occupant of the Project (other than Subtenant), Property Taxes as used in this Sublease shall be determined by not giving effect to any such abatement, discount or exemption, including, without limitation, the existing property tax abatement affecting the Property.

(g) "**Tax Year**" shall mean each subsequent twelve (12) month period following the Base Tax Year.

4.4. Payment of Property Taxes, Other Taxes and Operating Expense; Adjustment; Estimates. Subtenant shall pay as Additional Rent: (i) Subtenant's Percentage Share of the dollar increase, if any, in Property Taxes for each Tax Year over Property Taxes for the Base Tax Year; (ii) Subtenant's Percentage Share of the dollar increase, if any, in Other Taxes for each Tax Year over Other Taxes for the Base Tax Year; and (iii) Subtenant's Percentage Share of the dollar increase, if any, in any category of Operating Expenses paid or incurred by Sublandlord during each Operating Year over the Operating Expenses paid or incurred by Sublandlord during the Base Operating Year (the "**Tax and Operating Expense Adjustment**"). Except as otherwise provided for in this Sublease, a decrease in Property Taxes, Other Taxes or Operating Expenses below the Base Tax Year or Base Operating Year amounts, if any, shall not decrease the amount of the Additional Rent due hereunder or give rise to a credit in favor of Subtenant. The Tax and Operating Expense Adjustment specified in this Section 4.4 shall be determined and paid as follows:

(a) During each calendar year subsequent to the Base Tax Year and Base Operating Year, Sublandlord shall give Subtenant written notice of its estimate of any increased amounts payable under Section 4.4 for that calendar year. On or before the first day of each calendar month during the calendar year, Subtenant shall pay to Sublandlord one-twelfth (1/12th) of such estimated amounts; provided, however, that, at any time, Sublandlord may, by written notice to Subtenant, revise its estimate for such year, and subsequent payments by Subtenant for such year shall be based upon such revised estimate.

(b) Within one hundred twenty (120) days after the close of each calendar year or as soon thereafter as practicable, Sublandlord shall deliver to Subtenant a statement of that year's Property Taxes, Other Taxes and Operating Expenses, (together with a summary of included amounts by category) actual Tax and Operating Expense Adjustment to be

made pursuant to Section 4.4 for such calendar year, as determined by Sublandlord (the "Sublandlord's Statement") and such Sublandlord's Statement shall be binding upon Subtenant, unless objected to within one hundred eighty (180) days of the delivery of Sublandlord's Statement. If the amount of the actual Tax and Operating Expense Adjustment is more than the estimated payments for such calendar year made by Subtenant, Subtenant shall pay, without prejudice, the deficiency to Sublandlord within thirty (30) days after receipt of Sublandlord's Statement. If the amount of the actual Tax and Operating Expense Adjustment is less than the estimated payments for such calendar year made by Subtenant, any excess shall be credited against Rent next payable by Subtenant under this Sublease or, if the Sublease Term has expired or terminated, any excess shall be paid to Subtenant promptly, and in any event within thirty (30) days, after Sublandlord's delivery of such Sublandlord's Statement. No delay in providing Sublandlord's Statement shall act as a waiver of Sublandlord's right to payment under Section 4.4; provided, however, Sublandlord may not deliver a Sublandlord's Statement after the second (2nd) anniversary of the expiration of the applicable Operating Year or Tax Year. Sublandlord shall grant Subtenant (together with its legal counsel or an independent certified public accountant retained by Subtenant provided such professionals are not paid on a contingency basis) reasonable access to, and the right to audit, so much of Sublandlord's books and records as may be required for the purposes of verifying the Property Taxes, Other Taxes and Operating Expenses and any actual Tax and Operating Expense Adjustment for any calendar year which Subtenant has timely disputed (hereinafter, an "**Audit**") during normal business hours at the offices of Sublandlord or its manager (located in Fairfield County, Connecticut), for a period of ninety (90) days from the date Subtenant objects to Sublandlord's Statement. If such overpayments exceed Sublandlord's Statement by five (5%) percent, Sublandlord shall pay for the reasonable cost of the Audit (not to exceed the amount of the overbilling) within thirty (30) days following receipt from Subtenant of an invoice therefor unless Sublandlord disputes same, in which event the payment by Sublandlord shall not be made until any such dispute is resolved.

(c) If this Sublease shall terminate or expire on a day other than the end of a calendar year, the amount of the Tax and Operating Expense Adjustment to be paid pursuant to Section 4.4 that is applicable to the calendar year in which such termination occurs shall be prorated on the basis of the number of days from January 1 of the calendar year to the termination date bears to three hundred sixty five (365). Except as otherwise expressly provided herein to the contrary, the termination or expiration of this Sublease shall not affect the obligations of Sublandlord and Subtenant under this Section 4.4.

(d) If the Building does not have at least ninety-five percent (95%) occupancy of the Rentable Area of the Building during any Operating Year including the Base Operating Year, then Operating Expenses which vary based on the level of occupancy of the Building (such as cleaning services, building management fees, etc.) shall be appropriately adjusted by Sublandlord for such period to reflect ninety-five percent (95%) occupancy of the Rentable Area of the Building. Such gross-up adjustment shall be applied on a consistent basis from year to year.

(e) The obligations of Sublandlord and Subtenant under the provisions of this Article 4 with respect to any Tax and Operating Expense Adjustment, which obligations have accrued prior to the expiration or sooner termination of the Sublease Term, shall survive the

expiration or any sooner termination of the Sublease Term for a period of twenty-four (24) months.

4.5. Payment. Subject to Section 4.1 hereof, the Base Rent (and all Additional Rent under this Article 4 (other than the Additional Rent under Section 4.4(b))), shall be payable in advance on the first day of each calendar month. If the Rent Commencement Date is other than the first day of a calendar month or if the Sublease Expiration Date occurs on a day other than the last day of a calendar month, Base Rent for such partial month shall be prorated in the proportion that the number of days the Sublease Term is in effect during such partial month bears to the total number of days in the calendar month. Except as otherwise expressly provided herein to the contrary, Base Rent and Additional Rent, shall be paid to Sublandlord, without notice, demand, abatement, deduction or offset, in lawful money of the United States at Sublandlord's address set forth in this Sublease, or to such other person or at such other place as Sublandlord may designate from time to time by written notice given to Subtenant. Notwithstanding the foregoing, other than for recurring installments of Additional Rent (e.g., the estimated monthly payments required under Section 4.4(a)), Subtenant shall pay Additional Rent to Sublandlord within thirty (30) days of Sublandlord's delivery of an invoice thereof. No payment by Subtenant or receipt by Sublandlord of a lesser amount than the correct 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; and Sublandlord may accept such check or payment without prejudice to Sublandlord's right to recover the balance or pursue any other remedy in this Sublease or at law or in equity provided.

4.6. Late Charge; Interest. Subtenant acknowledges that the late payment of Base Rent, Additional Rent, or any other amounts payable by Subtenant to Sublandlord hereunder (all of which shall constitute additional rental to the same extent as Base Rent) will cause Sublandlord to incur administrative costs and other damages, the exact amount of which would be impracticable or extremely difficult to ascertain. Sublandlord and Subtenant agree that if Sublandlord does not receive any such payment on or before the day that is five (5) Business Days after the date the payment is due, Subtenant shall pay to Sublandlord, as Additional Rent, (a) a late charge equal to five percent (5%) of the overdue amount to cover such additional administrative costs; provided, however, that Sublandlord shall provide a five (5) Business Day notice prior to assessing a late charge for the initial delinquent payment of Base Rent or Additional Rent (i.e., this accommodation shall be afforded only one time during the Sublease Term); and (b) interest on the delinquent amounts at the Interest Rate from the date due to the date paid. In no event shall such interest charged be deemed to grant to Subtenant a grace period to pay any Rent or prevent Sublandlord from exercising any right or enforcing any remedy available to Sublandlord upon Subtenant's failure to pay all Rent due under this Sublease in a timely fashion, including the right to terminate this Sublease.

4.7. Sublandlord as Occupant. It is recognized that Sublandlord or an Affiliate thereof is and may continue to be an occupant of the Building. As such, whereas Subtenant shall be afforded the benefits generally offered to tenants of the Building, Sublandlord may make reasonable distinctions between third party tenants of the Building, such as Subtenant, and itself or its Affiliates, as an occupant, when providing certain amenities and Building services (e.g. Cafeteria subsidies); provided, however, that to the extent that such distinctions have an economic effect on the Operating Expenses, reasonable adjustments shall be made so as to avoid an unfair allocation of costs to Subtenant. Moreover, it is recognized that if and to the extent the Landlord under the Lease or an Affiliate of such Landlord shall provide services or perform obligations which would otherwise be obligations of Sublandlord hereunder, such performance by Landlord shall be deemed to have been made by Sublandlord.

5. SECURITY DEPOSIT

5.1. Generally. Upon the execution of this Sublease, Subtenant shall deposit with Sublandlord immediately available funds (the "**Cash Security Deposit**") in the amount of Nine Hundred Thousand and No/100 ($900,000.00) (the "**Security Deposit**"). Within sixty (60)days following the date hereof, Subtenant shall replace the Cash Security Deposit with a clean, irrevocable and unconditional Letter of Credit (the "**Letter of Credit**") in the amount of the Security Deposit, in a form reasonably acceptable to Sublandlord and in compliance with Section 5.3 below. Within thirty (30) days following Sublandlord's receipt of the Letter of Credit complying with the terms of this Sublease, Sublandlord shall return the Cash Security Deposit, which the Letter of Credit replaced, to Subtenant. The Cash Security Deposit and the Letter of Credit, as applicable, shall be held as security for the faithful performance and observance by Subtenant of all of the terms, provisions and conditions of this Sublease. It is agreed that in the event Subtenant defaults in respect of any of the terms, provisions and conditions of this Sublease (after the giving of any applicable notice and the expiration of any cure periods), Sublandlord may draw down upon the Security Deposit and use, apply or retain the whole or any part of the proceeds thereof to the extent required for the payment of any Base Rent and/or Additional Rent or any other sum as to which Subtenant is in default or for any sum which Sublandlord may expend or may be required to expend by reason of Subtenant's default beyond applicable notice and/or cure periods in respect of any of the terms, covenants and conditions of this Sublease, including for the payment of any late charges or fees or interest on late payments payable to Sublandlord pursuant to this Sublease.

5.2. If Sublandlord shall use, apply or retain all or part of the Security Deposit pursuant to this Sublease, Subtenant shall have five (5) days (time being of the essence) from Sublandlord's use, application or retention of the Security Deposit to replace the same with a Letter of Credit which meets the requirements of this Article 5 so that at all times during the Term of this Sublease, the Letter of Credit shall be in the full amount of the Security Deposit. Subtenant acknowledges that it is a material inducement to Sublandlord to enter into this Sublease that the Security Deposit be maintained in the form of a Letter of Credit and Subtenant's failure to comply with the terms of this Article 5 shall constitute a material default under this Sublease.

5.3. The Letter of Credit shall comply with the following requirements:

(a) The Letter of Credit shall be issued by and drawn upon any commercial bank which is a member of the New York Clearing House Association (hereinafter referred to as the "**Issuing Bank**") approved in advance by Sublandlord in writing and having locations in which the Letter of Credit and sight draft may be presented in Stamford, Connecticut and Bethesda, Maryland;

(b) The Issuing Bank shall pay to Sublandlord or its duly authorized representative an amount up to the face amount of the Letter of Credit upon presentation of the Letter of Credit (which may be a copy) and a sight draft in the amount to be drawn;

(c) The term of the Letter of Credit shall be not less than one year and shall be deemed to be automatically renewed, without amendment, for consecutive periods of one year each during the Term of this Sublease, unless the Issuing Bank sends written notice (hereinafter referred to as the "**Non-Renewal Notice**") to Sublandlord by certified or registered mail, return receipt requested, not less than forty-five (45) days next preceding the then expiration date of the Letter of Credit, that it elects not to have such Letter of Credit renewed;

(d) If Sublandlord receives a Non-Renewal Notice (or if the Letter of Credit by its terms expires prior to the date upon which Sublandlord is required to return the same to Subtenant in accordance with the terms of this Sublease, including pursuant to this Article 5 hereof) and Subtenant fails to provide a replacement Letter of Credit which meets the requirements of this Sublease not less than thirty (30) days prior to the expiration of the Letter of Credit, such failure shall constitute a material default under this Sublease and Sublandlord shall have the right, exercisable by a sight draft, to receive the monies represented by the Letter of Credit (which monies shall be held by Sublandlord as a cash deposit pursuant to the terms of this Article 5 pending the replacement of such Letter of Credit or Subtenant's default hereunder; however, Sublandlord's holding of such cash security shall not be deemed a waiver of Subtenant's obligation, if applicable, to maintain the security in the form of a Letter of Credit);

(e) If a Bankruptcy Event (hereinafter defined) occurs, Sublandlord shall have the right, exercisable by a sight draft, to receive monies represented by the Letter of Credit; and

(f) If Subtenant shall owe any late charges or fees or interest on late payments to Sublandlord pursuant to this Sublease or otherwise, Sublandlord shall have the right, exercisable by sight draft, to receive monies represented by the Letter of Credit in order to satisfy such amounts owed by Subtenant.

For purposes of this Sublease, "**Bankruptcy Event**" shall include any petition in bankruptcy filed by or against Subtenant in any court pursuant to any statute either of the United States or of any State at any time prior to the date herein fixed as the possession date, or the commencement of a case under the United States Bankruptcy Code, 11 U.S.C. § 101 et. seq., as amended by or against Subtenant, or a petition filed for insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Subtenant's property, or an assignment by Subtenant for the benefit of creditors, or petitions for or enters into an arrangement with its creditors.

5.4. In the event that Subtenant shall then be in full and faithful compliance with all of the terms, provisions, covenants and conditions of this Sublease, the Security Deposit or remainder thereof, as the case may be, shall be returned to Subtenant within thirty (30) days after the later of (1) the date fixed as the Sublease Expiration Date and (2) the date of delivery of entire possession of the Sublease Premises to Sublandlord in accordance with the provisions of this Sublease.

5.5. In the event of Sublandlord's assignment of its interest in this Sublease, Sublandlord shall transfer the Letter of Credit deposited hereunder to the transferee, and Sublandlord shall, after notice to Subtenant of such transfer, be released by Subtenant from all liability for the return of such Letter of Credit provided that the transferee has assumed Sublandlord's obligations hereunder in respect thereof. In such event, Subtenant agrees to look solely to the new assignee for the return of the Letter of Credit. It is agreed that the provisions hereof shall apply to every transfer or assignment made of the Letter of Credit to a new assignee.

5.6. Subtenant covenants that it will not assign or encumber, or attempt to assign or encumber, the Security Deposit deposited hereunder as security, and that neither Sublandlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment, or attempted encumbrance.

5.7. Reduced Security Deposit. Provided that Subtenant is not in default beyond any applicable cure period, then (a) commencing on the third anniversary date of the Rent Commencement Date, Subtenant may cause the Letter of Credit to be amended so that the amount is reduced to $750,000.00, (b) commencing on the fourth anniversary date of the Rent Commencement Date, Subtenant may cause the Letter of Credit to be further amended so that the amount is reduced to $600,000.00, (c) commencing on the fifth anniversary date of the Rent Commencement Date, Subtenant may cause the Letter of Credit to be further amended so that the amount is reduced to $450,000.00 and (d) commencing on the sixth anniversary date of the Rent Commencement Date, Subtenant may cause the Letter of Credit to be further amended so that the amount is reduced to $300,000.00. Sublandlord agrees to cooperate with Subtenant in good faith in order to enable Subtenant to provide such amended Letter of Credit so long as Subtenant is not in default beyond any applicable cure period.

6. USE OF PREMISES

6.1. Subtenant's Permitted Use. Subtenant shall use the Sublease Premises only for Subtenant's Permitted Use as set forth in Section 1.1 and shall not use or permit the Sublease Premises to be used for any other purpose. Subtenant shall, at its sole cost and expense, obtain all governmental licenses and permits required to allow Subtenant to conduct Subtenant's Permitted Use in the Sublease Premises.

6.2. Restricted Uses. Subtenant shall not use the Sublease Premises or any part thereof, or permit the Sublease Premises or any part thereof to be used, (1) to conduct or permit any fire, auction, going-out-of-business or bankruptcy sale, (2) to conduct operations for a so-called "discount house" or for a "cut rate" or "discount" type of business, (3) to sell or display for sale any pornographic or obscene material, (4) to sell tickets for lotteries, games of chance or otherwise permit the Sublease Premises to be used for gambling, (5) to distribute or permit to be distributed handbills, fliers or other matter to persons or customers outside the Sublease Premises, (6) by the United States government, any foreign government, the United Nations or any agency or department of any of the foregoing, (7) for the preparation, dispensing, cooking or consumption or sale of food or beverages in any manner whatsoever, except that Subtenant shall have the right to have a typical office pantry with a microwave (as distinguished from having cooking appliances) in the Sublease Premises provided such use is in compliance with the Applicable Laws and this Sublease, (8) as a medical office or clinic or for the provision of any medical procedures, (9) as a school or lecture hall, or (10) any use prohibited by the Lease, including, without limitation, Section 3 thereof.

6.3. Compliance With Laws and Other Requirements.

(a) Subtenant shall comply in all material respects with all applicable laws, codes, statutes, ordinances, guidelines, rules and regulations of any governmental authority having jurisdiction over the Sublease Premises, including, without limitation, the Americans With Disabilities Act (as amended from time to time and as may be superseded from time to time, "**ADA**") and any Environmental Laws (collectively "**Applicable Laws**") relating to Subtenant's use of the Sublease Premises and the operation of Subtenant's business therein. Further, Subtenant shall be obligated to make any modification or improvement required pursuant to the ADA, to the extent that such modification or improvement is required as a result of any Alteration made by Subtenant. Notwithstanding the foregoing, except in the case of an Alteration made by Subtenant, Subtenant shall not be responsible for capital improvements required for ADA compliance if required for a general office use as opposed to Subtenant's special use.

(b) Subtenant shall not use the Sublease Premises, or permit the Sublease Premises to be used, in any manner other than Subtenant's Permitted Use if such other use: (a) violates any Applicable Law; (b) causes or is reasonably likely to cause damage to the Property or the Sublease Premises; (c) violates a requirement or condition of any fire and extended insurance policy covering the Property and/or the Sublease Premises, or increases the cost of such policy; (d) unreasonably interferes with the conduct of business by other tenants or occupants of the Building or constitutes or is reasonably likely to constitute a nuisance, annoyance or inconvenience to other tenants or occupants of the Property or the Property's equipment, facilities or systems; (e) unreasonably 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 in the Property; or (f) violates the Rules and Regulations described in Article 17.

(c) Subtenant shall maintain a ratio of not more than one Occupant (as defined below) for each one hundred ninety five (195) square feet of rentable area in the Sublease Premises, for a total of one hundred fifty (150) Occupants (hereinafter, the "**Occupant Density**"). If Sublandlord has a reasonable basis to believe that Subtenant is exceeding the Occupant Density, upon written request by Sublandlord, Subtenant shall maintain on a daily basis an accurate record of the number of employees and other persons who regularly occupy the Sublease Premises (collectively "**Occupants**"). Sublandlord shall have the right to audit Subtenant's Occupant record and, at Sublandlord's option, Sublandlord shall have the right to periodically visit the Sublease Premises without advance notice to Subtenant in order to track the number of Occupants working at the Sublease Premises. For purposes of this section, Occupants shall not include people not employed by Subtenant that deliver or pick up mail or other packages at the Sublease Premises, employees of Sublandlord or employees of Sublandlord's agents or contractors, or Subtenant's visitors or contractors who do not regularly occupy the Sublease Premises. Subtenant acknowledges that increased numbers of Occupants causes additional wear and tear on the Sublease Premises, the Garage, the Overflow Parking Premises and the Common Areas, additional use of HVAC, electricity, water and other utilities, and additional demand for other Building services. Nothing contained in this Section shall be interpreted to entitle Subtenant to use more parking spaces than the number permitted by Section 2.3.

(d) Subtenant shall reasonably cooperate in any green or sustainability initiatives or any other environmental responsibility programs developed by or implemented by Sublandlord in the Building or as required by Applicable Laws; provided same are imposed at no additional cost or charge to Subtenant and do not adversely interfere (except to a de minimis extent) with the conduct of Subtenant's business operations in the Sublease Premises.

6.4. Hazardous Materials.

(a) No Hazardous Materials shall be Handled (as hereinafter defined) upon, about, above or beneath the Sublease Premises or any portion of the Property by or on behalf of Subtenant, its subtenants or its assignees, or its or their respective contractors, clients, officers, directors, employees, agents, or invitees in violation of Environmental Laws (as hereinafter defined). Any such Hazardous Materials so Handled shall be known as "Subtenant's Hazardous Materials". Notwithstanding the foregoing, normal quantities of

Subtenant's Hazardous Materials customarily used in the conduct of general office activities (e.g., copier fluids and cleaning supplies) may be Handled at the Sublease Premises without Sublandlord's prior written consent. Subtenant's Hazardous Materials shall be Handled at all times in compliance with the manufacturer's instructions therefor and all applicable Environmental Laws.

(b) In addition to the obligation of Subtenant to indemnify Sublandlord pursuant to this Sublease, in the event of a violation of any Environmental Law at the Sublease Premises by Subtenant, its subtenants or assignees, or its or their contractors, clients, officers, directors, employees, agents, or invitees, Subtenant shall, at its sole cost and expense, promptly take all actions required by any Regulatory Authority. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Sublease Premises or any portion of the Property, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work. Subtenant shall take all actions necessary to restore the Sublease Premises or any portion of the Property to the condition required by applicable Environmental Laws. If any remedial actions are not required by law, Subtenant shall obtain Sublandlord's written approval prior to undertaking any actions required by this Section, which approval may be withheld in Sublandlord's sole discretion.

(c) Subject to Sections 6.4(a) and (b) or as otherwise expressly provided for in this Sublease, Sublandlord agrees that Subtenant shall have no liability whatsoever in connection with any Hazardous Materials upon, about, above or beneath the Sublease Premises or any portion of the Property that are not Subtenant's Hazardous Materials. Sublandlord represents and warrants to Subtenant that, to the best of Sublandlord's actual knowledge, as of the date hereof, (i) there are no pending actions or proceedings in which any person, entity or Regulatory Authority has alleged in writing the violation of Environmental Laws with respect to the Property or the presence, release, threat of release or placement of any Hazardous Materials at, on or under the Property, and (ii) Sublandlord has not received any written notice (and Sublandlord has no actual knowledge) that any Regulatory Authority or any employee or agent thereof has determined that there has been a violation of Environmental Laws at or in connection with the Property.

(d) "**Environmental Laws**" means and includes all now and hereafter existing statutes, laws, ordinances, codes, regulations, rules, rulings, orders, decrees, directives, policies and requirements by any Regulatory Authority regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials.

(e) "**Hazardous Materials**" means: (a) any material or substance: (i) which is defined or becomes defined as a "hazardous substance," "hazardous waste," "infectious waste," "chemical mixture or substance," or "air pollutant" under Environmental Laws; (ii) containing petroleum, crude oil or any fraction thereof; (iii) containing polychlorinated biphenyls (PCBs); (iv) containing asbestos; (v) containing radon; (vi) which is radioactive; or (vii) which is infectious; or (b) any other material or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined, or become defined by Environmental Laws; or (c) materials which cause a nuisance upon or waste to the Sublease Premises or any portion of the Property.

(f) "**Handle**," "**handle**," "**Handled**," "**handled**," "**Handling**," or "**handling**" shall mean any installation, handling, generation storage, treatment, use, disposal, discharge, release, manufacture, refinement, presence, migration, emission, abatement, removal, transportation, or any other activity of any type in connection with or involving Hazardous Materials.

(g) "**Regulatory Authority**" shall mean any federal, state or local governmental agency, commission, board or political subdivision.

7. UTILITIES AND SERVICES

7.1. Building Services. Sublandlord agrees to furnish or cause to be furnished to the Sublease Premises the following utilities and services, subject to the conditions and standards set forth herein:

(a) Non-attended automatic elevator service in common with Sublandlord and other tenants and occupants and their agents and invitees on a seven (7) day per week, twenty-four (24) hours per day basis;

(b) During Business Hours, air conditioning, heating and ventilation ("**HVAC**") in accordance with the specifications set forth on **Exhibit G**.

(i) Subject to Section 7.1(b)(iii), Sublandlord shall have no responsibility or liability for the ventilating conditions and/or temperature of the Sublease Premises during the hours or days Sublandlord is not required to furnish HVAC pursuant to this Section. Subtenant shall cause and keep entirely unobstructed all of the vents, intakes, outlets and grilles at all times and shall reasonably cooperate with Sublandlord, at no material cost to Subtenant, and comply in all material respects with and observe all reasonable regulations and requirements prescribed by Sublandlord for the proper functioning of the HVAC systems.

(ii) Notwithstanding anything in this Section 7.1 to the contrary, Sublandlord shall not be responsible if the normal operation of the HVAC system serving the Building (the "**HVAC System**") shall fail to provide cooled or heated air at reasonable temperatures, pressures or degrees of humidity or any reasonable volumes or velocities in any parts of the Sublease Premises by reason of any of the following: (i) if any machinery or equipment installed by or on behalf of Subtenant, or any person claiming through or under Subtenant, shall have, an electrical load in excess of the Electrical Load; (ii) any Alterations made or performed by or on behalf of Subtenant or any person claiming through or under Subtenant; (iii) Subtenant's failure to comply with the Occupant Density; or (iv) the use of the Sublease Premises for any reason other than Subtenant's Permitted Use. Subtenant shall be solely responsible for providing, at its sole expense, any supplemental HVAC systems which may be required if the normal operation of the HVAC System shall fail to provide cooled or heated air at reasonable temperatures, pressures or degrees of humidity or any reasonable volumes or velocities in any parts of the Sublease Premises by reason of clauses (i), (ii), (iii) or (iv) above. Sublandlord represents and warrants that, as of the Sublease Commencement Date, there is currently one (1) supplemental HVAC unit (the "**Existing Supplemental HVAC Unit**"), which shall be in good working order,

located within and exclusively serving the Sublease Premises. Subtenant shall be solely responsible for maintaining in good condition and repair or replacement the Existing Supplemental HVAC Unit.

(iii) Sublandlord shall not be required to furnish HVAC during periods other than during Business Hours ("**Overtime HVAC**"), unless Sublandlord has received advance notice through Sublandlord's building management system (to which Subtenant shall be given access) from Subtenant requesting Overtime HVAC not less than twenty four (24) hours prior to the time when such Overtime HVAC shall be required. Subtenant shall pay Sublandlord a fee for Overtime HVAC at the then established reasonable, Building-standard rates set by Sublandlord from time to time. Such fee shall be payable by Subtenant within thirty (30) days after the rendition of a bill to Subtenant therefor, shall constitute Additional Rent and shall not be deemed an Operating Expense under Article 4. The current Building-standard rate for Overtime HVAC is currently $125 per hour, which shall be subject to change from time to time; provided that the Sublandlord shall endeavor to take into consideration any efficiencies which may result from multiple subtenants requiring Overtime HVAC when setting the pricing for Overtime HVAC.

(c) Hot and cold water potable for drinking, restroom and kitchenette purposes on a seven (7) day per week, twenty-four (24) hours per day basis.

(d) Janitorial and cleaning services, in accordance with **Exhibit D**, provided that the Sublease Premises are used exclusively for Subtenant's Permitted Use and are kept reasonably in order by Subtenant. If the Sublease Premises are not used exclusively for Subtenant's Permitted Use and such other use requires cleaning services exceeding those attendant to Subtenant's Permitted Use, Sublandlord, at Sublandlord's sole reasonable discretion, may require that the Sublease Premises be kept clean and in order by Subtenant, at Subtenant's expense, to the reasonable satisfaction of Sublandlord and by persons reasonably approved by Sublandlord; and, in all events, Subtenant shall pay to Sublandlord the reasonable cost of removal of Subtenant's refuse and rubbish, to the extent that the same exceeds the refuse and rubbish attendant to normal office usage. If the Sublease Premises includes an eating and/or kitchenette area, the cleaning service provided by Sublandlord shall not include food removal or any cleaning that is unique to an eating/kitchenette area.

(e) Electricity, of not less than six (6) watts per usable square foot demand load, excluding the HVAC System, (the "**Electrical Load**") for lighting, business machines and equipment, computer equipment, communications equipment, reproduction equipment, other equipment used by Subtenant or others within the Sublease Premises, appliances, kitchen equipment (if applicable), water coolers, heating, ventilating and air-conditioning equipment located within or outside the Sublease Premises that exclusively serves the Sublease Premises, and other equipment customary for general office use on a seven (7) day per week, twenty-four (24) hours per day basis. Such electricity shall be furnished to Subtenant by means of the existing electrical facilities serving the Sublease Premises, to

the extent the same are available, suitable and safe for such purposes as reasonably determined by Sublandlord.

(i) Subtenant shall pay Sublandlord for electricity consumed in the Sublease Premises as measured by submeters or check meters at Sublandlord's cost therefor (the "**Electrical Factor**"). The Electrical Factor shall not include any administration charge, profit or mark-up to Sublandlord (i.e. based upon the actual cost charged to Sublandlord for the time periods such electricity is consumed). Any amounts which Subtenant is required to pay to Sublandlord pursuant to this Section 7.1(e) shall be payable within thirty (30) days after the rendition of a bill to Subtenant therefor and shall constitute Additional Rent.

(ii) Sublandlord may reasonably estimate the Electrical Factor in advance, on a monthly, quarterly, semi-annual, or other reasonable basis, and Subtenant shall continue paying Sublandlord such estimated amount until Sublandlord shall adjust such estimate. In such event, periodically, but not less often than quarterly, Sublandlord shall provide to Subtenant reasonable back-up materials setting forth the actual electric usage in the Sublease Premises, and in connection with such delivery of back-up materials, Sublandlord shall compare the amounts paid on an estimated basis with the actual charges incurred hereunder, and shall bill Subtenant for any additional amount due or shall credit Subtenant for any overpayment and, if the Sublease Term has expired, any overpayment shall be promptly, and in any event within thirty (30) days, paid to Subtenant.

(iii) Subtenant's use of electricity in the Sublease Premises shall not, at any time, exceed the capacity of any of the electrical conductors and equipment in or serving the Sublease Premises. Subtenant shall not, without Sublandlord's prior consent in each instance, connect any additional fixtures, machinery, appliances or equipment to the Building electric distribution system or make any alteration or addition to Subtenant's machinery, appliances or the electrical systems in the Sublease Premises which, when added to the equipment then connected or otherwise, will exceed the Electrical Load. Should Sublandlord consent, all additional risers or other equipment required therefor shall be provided by Sublandlord and the reasonable out-of-pocket cost thereof shall be paid by Subtenant as Additional Rent within thirty (30) days after the rendition of a bill to Subtenant therefor. If, in Sublandlord's reasonable sole judgment, Subtenant's electrical usage necessitates installation of an additional riser, risers or other proper and necessary equipment, Sublandlord shall so notify Subtenant of same. Within five (5) Business Days after receipt of such notice, Subtenant shall either cease such use of such additional electricity or shall request that additional electricity capacity (specifying the amount requested) be made available to Subtenant. Sublandlord in its sole reasonable judgment, shall determine whether to make available such additional electricity capacity to Subtenant and the amount of such additional electricity capacity to be made available. If Sublandlord shall agree to make available additional electrical capacity and the same necessitates installation of any additional riser, risers or other proper and necessary equipment, including, without limitation, any switchgear, the same shall be installed by Sublandlord, provided, however, that Sublandlord, in Sublandlord's sole reasonable judgment (taking into consideration the potential

needs of present and future tenants of the Building and of the Building itself), determines that such installation is reasonably practicable. Any such installation shall be made at Subtenant's sole expense, and shall be chargeable and collectible as Additional Rent and paid within thirty (30) days after the rendition of a bill to Subtenant therefor. Sublandlord shall not be liable in any way to Subtenant for any failure or defect in the supply or character of electricity furnished to the Sublease Premises by reason of any requirement, act or omission of any public utility serving the Property or for any other reason beyond Sublandlord's reasonable control.

(iv) Subtenant shall at all times comply in all material respects with the rules, regulations, terms and conditions applicable to service, equipment, wiring and requirements of the public utility supplying electricity to the Sublease Premises. If any tax is imposed upon Sublandlord with respect to electrical energy furnished as a service to Subtenant by any Federal, State or Municipal Authority, Subtenant covenants and agrees that where permitted by law or applicable regulations, Subtenant's pro rata share of such taxes shall be reimbursed by Subtenant to Sublandlord within thirty (30) days after the rendition of a bill to Subtenant therefor.

(f) All services which Sublandlord is required to provide under this Sublease shall be provided by Sublandlord in a manner and fashion consistent with the Building Standard. As used in this Sublease the "**Building Standard**", subject to Section 4.7, and unless otherwise provided for in this Sublease, shall mean substantially consistent with the (x) current condition and operation of the Building on the date hereof, or (y) if no reasonably clear standard exists, then comparable office buildings in Stamford, Connecticut (based upon the standard established for the Building on the date hereof). The Parties intention is to assume the Building will be reasonably operated understanding that occupancy levels may fluctuate throughout the Sublease Term.

7.2. Security.

(a) Throughout the Sublease Term, Sublandlord shall provide a security desk in the lobby of the Building which shall be attended by one or more attendants twenty-four (24) hours per day, seven (7) days per week. In no event shall Sublandlord's provision of a security desk in the lobby of the Building be construed to guarantee the safety of Subtenant's employees, invitees or property and in no event shall Sublandlord be required to provide any security services to the Sublease Premises. Subtenant shall supply its own security system to the Sublease Premises as Subtenant requires that is compatible with the base Building security system, subject to Sublandlord's prior approval of plans (such approval not to be unreasonably withheld, conditioned or delayed). Access to the Building outside of Business Hours shall be controlled by an automated access control system. Sublandlord, at Sublandlord's cost, shall furnish Subtenant with up to one hundred fifty (150) access cards for Subtenant and its permitted Occupants working in the Sublease Premises. Subtenant shall be responsible, at its sole cost, for the cost of replacing any access cards due to misplacement, breakage, for new or additional Occupants, or if any such access cards are lost.

(b) The parties acknowledge that safety and security devices, services and programs provided by Sublandlord, if any, while intended to deter crime and ensure safety, may not in given instances prevent theft or other criminal acts, or ensure safety of persons or property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented, is assumed by Subtenant with respect to Subtenant's property and interests, and Subtenant shall obtain insurance coverage to the extent Subtenant desires protection against such criminal acts and other losses, as further described in this Sublease. Subtenant agrees to cooperate in any reasonable safety or security program developed by Sublandlord or required by Applicable Laws.

7.3. Interruption of Services.

(a) Sublandlord shall not be liable for any failure to furnish, stoppage of, or interruption in furnishing any of the services or utilities described in Sections 7.1 and 7.2, when such failure is caused by a cause beyond Sublandlord's reasonable control (as such causes are described in Section 26.4), and, in such event, Subtenant shall not be entitled to any damages nor shall any failure or interruption abate or suspend Subtenant's obligation to pay Base Rent and Additional Rent required under this Sublease or constitute or be construed as a constructive or other eviction of Subtenant; provided, however, Sublandlord shall use all reasonable diligence to restore same as soon as possible.

(b) If any governmental authority or public utility promulgates or revises any law, ordinance, rule or regulation, or issues mandatory controls or voluntary controls relating to the use or conservation of energy, water, gas, light or electricity, the reduction of automobile or other emissions, or the provision of any other utility or service, Sublandlord may take any reasonably appropriate action to comply with such law, ordinance, rule, regulation, mandatory control or voluntary guideline and Subtenant's obligations hereunder shall not be affected by any such action of Sublandlord.

(c) Any planned interruptions of any Building services shall be preceded by reasonable prior notice to Subtenant of such interruption and shall be undertaken in a manner reasonably designated to minimize any interference with Subtenant's use and enjoyment of the Sublease Premises for Subtenant's business. Notwithstanding anything to the contrary contained herein, if Subtenant is unable despite its good faith commercially diligent efforts to use the Sublease Premises for the ordinary conduct of Subtenant's business due solely to (a) an interruption of an Essential Service (as hereinafter defined) which Sublandlord is required to provide hereunder, or (b) Sublandlord's breach of an obligation under this Sublease to perform repairs or replacements which results in Sublandlord's failure to provide an Essential Service, in each case other than as a result of casualty or condemnation and/or force majeure condition as described in Section 26.4, and such condition continues for a period of longer than five (5) consecutive Business Days after Subtenant furnishes a notice to Sublandlord (the "**Abatement Notice**") identifying the condition and Essential Service which has been interrupted and stating that Subtenant's inability to use the Sublease Premises is solely due to such condition, provided that (i) Subtenant does not actually use or occupy the Sublease Premises for the ordinary conduct of Subtenant's business otherwise during such five (5) consecutive Business Day period, and (ii) such condition has not resulted from the negligence or willful misconduct of Subtenant, then Rent shall be abated on a per diem basis for the period (the "**Abatement Period**") commencing on the sixth (6th) Business Day after the

Abatement Notice and ending on the earlier of (x) the date Subtenant reoccupies the Sublease Premises for the ordinary conduct of Subtenant's business, or (y) the date on which such condition is substantially remedied. "**Essential Service**" shall mean the following services, but only to the extent that Sublandlord is required to provide such services to Subtenant pursuant to the terms of this Sublease and if not provided the absence of such service shall materially and adversely affect the use of the Sublease Premises for the ordinary conduct of Subtenant's business: HVAC service; electrical service; passenger elevator service (of at least one elevator); sewer service; and access to the Sublease Premises. Further, subject to force majeure conditions as described in Section 26.4, if an Essential Service shall not be provided for a period of at least one hundred eighty (180) consecutive days, then upon prior written notice by Subtenant to Sublandlord, Subtenant shall have the right to terminate this Sublease. For the avoidance of doubt the use of the term Essential Service is used solely for the purpose of this Section 7.3(c), and the sole remedy available to Subtenant, for the failure to provide such Essential Service shall be as set forth in this Section.

8. MAINTENANCE AND REPAIRS

8.1. Sublandlord's Obligations. Except as provided in Sections 8.2 and 8.3 below, during the Sublease Term, Sublandlord shall maintain, in good order and repair, the structural portions of the Building, including the roof, exterior walls and foundation of the Building and all Building plumbing, electrical and mechanical systems (including the base Building HVAC systems), life safety systems and all common areas of the Property. Except to the extent caused by the negligence or willful misconduct of Sublandlord or its agents, contractors or employees or as otherwise provided in Section 7.3(c) and/or Article 11, there shall be no abatement of Rent, nor shall there be any liability of Sublandlord, by reason of any injury or inconvenience to, or interference with, Subtenant's business or operations arising from the making of, or failure to make, any maintenance or repairs in or to any portion of the Property in accordance with the Building Standard.

8.2. Subtenant's Obligations. During the Sublease Term, except for Sublandlord's obligations provided in Section 8.1 above, Subtenant shall, at its sole cost and expense, maintain the Sublease Premises (taking into account the standard for surrender of the Sublease Premises as set forth in Section 9.4) in good order and repair, except for damage by casualty or condemnation, Sublandlord's obligations or other conditions that Subtenant is not responsible for under this Sublease, but including, without limitation, all Subtenant's Insured Property (as defined in Section 10.2), the carpet, wall-covering, interior doors, horizontal distribution portions of plumbing and other fixtures, equipment, alterations and improvements, located exclusively in, and serving exclusively, the Sublease Premises, whether installed by Sublandlord or Subtenant. Subtenant shall keep the Sublease Premises reasonably clean and orderly in accordance with Sublandlord's standards for the Building. All repairs made by Subtenant shall be at least equal to the original work in class and quality and shall be performed in good workmanlike manner. Further, Subtenant shall be responsible for, and upon written demand by Sublandlord shall promptly reimburse Sublandlord for, any damage to any portion of the Property or the Sublease Premises caused by (i) Subtenant's activities on the Property or the Sublease Premises; (ii) the performance or existence of any alterations, additions or improvements made by Subtenant in or to the Sublease Premises; (iii) the installation, use, operation or movement of Subtenant's property in or about the Property or the Sublease Premises; or (iv) any negligence or willful misconduct by Subtenant or its officers, partners, employees, agents, contractors or invitees. The foregoing matters as set forth in clauses (i)-(iv) shall not be applicable to the extent caused by Sublandlord or its agents, employees or contractors.

8.3. Sublandlord's Rights. Other than in the case of any emergency in which case no notice shall be required, Sublandlord and its contractors shall have the right, at all reasonable times and upon reasonable advance written notice or oral notice to Subtenant (if a written notice is not practical) to enter upon the Sublease Premises (to the extent practical be accompanied by a representative of Subtenant if Subtenant makes one available), to make repairs or capital improvements to the Sublease Premises or the Property reasonably required or deemed reasonably necessary by Sublandlord and to temporarily erect such equipment, including scaffolding, as is reasonably necessary to effect such repairs or improvements; provided, in each instance, Sublandlord does not, to the extent practical, thereby unreasonably interfere with Subtenant's business operations or reasonable security requirements. In performing any such work, Sublandlord shall (i) conceal any pipes or conduits within the walls and above the finished ceilings (to the extent such finished ceilings exist) and in locations that, to the extent practical, do not unreasonably interfere with Subtenant's use or layout of the Sublease Premises, (ii) use reasonable efforts to minimize interference with Subtenant's business operations to the extent reasonable under the circumstances, (iii) not stage any work or store any materials at or from Sublease Premises for work to any other part of the Building, (iv) secure the Sublease Premises and (v) other than in the event of an emergency, no such work shall be performed by Sublandlord within the Sublease Premises during Business Hours if same would interfere with Subtenant's business operations (other than to a de minimis extent). In no event (other than an emergency) shall work, repairs or activities performed in the Property by or on behalf of Sublandlord or in the Sublease Premises by or on behalf of Sublandlord as permitted hereunder prevent access to the Sublease Premises.

9. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

9.1. Sublandlord's Consent; Conditions. Subtenant shall not make or permit to be made any alterations, additions, or improvements in or to the Sublease Premises ("**Alterations**") without the prior written consent of Sublandlord which consent, with respect to Alterations that do not affect the structure, HVAC system or material portions of the Property or Building systems, common areas, or value of the Building shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Sublandlord's prior consent shall not be required for (a) Alterations which (i) do not require a building permit, (ii) are limited to work within the Sublease Premises, (iii) do not require a change in the certificate of occupancy for the Building or Sublease Premises, (iv) are non-structural and do not affect any Building systems or systems that extend outside the Sublease Premises, and (v) are reasonably estimated to cost less than $300,000.00 per year in the aggregate, or (b) cosmetic improvements to the Sublease Premises such as painting and carpeting (but expressly excluding wallpapering, which shall require the reasonable consent of Sublandlord); provided that (x) Subtenant gives and Sublandlord shall have received, at least ten (10) days prior to the commencement of such Alterations, notice, including, the identity of the contractors and subcontractors performing the Alteration (together with certificates of insurance evidencing the insurance coverage required to be maintained by such contractors and subcontractors); and (y) Subtenant complies with the terms, conditions and provisions of this Sublease with respect to the performance thereof (collectively, "**Non-Consent Alterations**"). In granting its consent to an Alteration, Sublandlord may impose as a condition to making any Alterations such requirements as Sublandlord in its reasonable discretion deems necessary or desirable including, without limitation: (i) Subtenant's submission to Sublandlord, for Sublandlord's prior written approval, of all plans and specifications relating to the Alterations (other than Non-Consent Alterations); (ii) Sublandlord's prior written approval of the time or times when the Alterations are to be performed (such approval not to be unreasonably withheld, conditioned or delayed); (iii) Sublandlord's prior written approval of the architect, contractors and subcontractors performing work in connection with the Alterations (such approval not to be unreasonably withheld, conditioned or delayed); (iv) employment of union contractors and subcontractors who shall not cause labor disharmony; (v) Subtenant's receipt of all necessary permits and approvals from

all governmental authorities having jurisdiction over the Sublease Premises prior to the construction of the Alterations; (vi) Subtenant's delivery to Sublandlord of such bonds and insurance as Sublandlord shall reasonably require; (vii) and Subtenant's payment to Sublandlord of all reasonable, customary and actual out of pocket costs and expenses incurred by Sublandlord because of Subtenant's Alterations, including costs incurred in reviewing the plans and specifications for, and the progress of, the Alterations. Subtenant shall provide Sublandlord written notice of whether the Alterations include the Handling of any Hazardous Materials and whether these materials are of a customary and typical nature for industry practices. Upon completion of the Alterations (other than cosmetic matters), Subtenant shall provide Sublandlord with copies of as-built plans. Neither the approval by Sublandlord of plans and specifications relating to any Alterations nor Sublandlord's supervision or monitoring of any Alterations shall constitute any warranty by Sublandlord to Subtenant of the adequacy of the design for Subtenant's intended use or the proper performance of the Alterations.

9.2. Performance of Alterations Work. All work relating to the Alterations shall be performed in compliance with the plans and specifications approved by Sublandlord, all Applicable Laws, and the requirements of Sublandlord's and Subtenant's carriers of insurance on the Sublease Premises and the Property, the Board of Underwriters, Fire Rating Bureau, or similar organization. All work shall be performed in a diligent, first class manner and so as not to unreasonably interfere with any other tenants or occupants of the Property. All reasonable, customary and actual out of pocket costs incurred by Sublandlord relating to the Alterations shall be payable to Sublandlord by Subtenant as Additional Rent within thirty (30) days after the rendition of a bill to Subtenant therefor. No asbestoscontaining materials shall be used or incorporated in the Alterations. No lead-containing surfacing material, solder, or other construction materials or fixtures where the presence of lead might create a condition of exposure not in compliance with Environmental Laws shall be incorporated in the Alterations.

9.3. Liens. Subtenant shall pay when due all costs for work performed and materials supplied to the Sublease Premises. Subtenant shall keep Sublandlord, the Sublease Premises and the Property free from all liens (unless bonded), stop notices and violation notices relating to the Alterations or any other work performed for, materials furnished to or obligations incurred by or for Subtenant and Subtenant shall protect, indemnify, hold harmless and defend Sublandlord, the Sublease Premises and the Property of and from any and all loss, cost, damage, liability and expense, including reasonable attorneys' fees, arising out of or related to any such liens or notices. Further, Subtenant shall give Sublandlord not less than seven (7) Business Days prior written notice before commencing any Alterations in or about the Sublease Premises to permit Sublandlord to post, if reasonable, appropriate notices of non-responsibility. Assuming Sublandlord approves such Alteration and assuming the estimated cost to complete such Alteration shall equal or exceed $300,000 (as reasonably determined by Sublandlord), at Sublandlord's request, prior to commencing any Alterations which involve structural components of the Sublease Premises or material portions of the Property systems serving the Sublease Premises, Subtenant shall secure at Subtenant's sole expense, a completion and lien indemnity bond reasonably satisfactory to Sublandlord for such work. During the progress of such work, Subtenant shall, upon Sublandlord's request, furnish Sublandlord with sworn contractor's statements and lien waivers covering all work theretofore performed. Subtenant shall satisfy, bond over or otherwise discharge all liens, stop notices or other claims or encumbrances within thirty (30) days after Sublandlord notifies Subtenant in writing that any such lien, stop notice, claim or encumbrance has been filed. If Subtenant fails to pay and remove, or otherwise bond over or discharge, such lien, claim or encumbrance within such thirty (30) days, Sublandlord, at its election, may pay and satisfy the same and in such event the sums so paid by Sublandlord, with interest from the date of payment at the rate set forth in Section 4.6 hereof for amounts owed Sublandlord by Subtenant shall be deemed to be Additional Rent due and payable by Subtenant upon Sublandlord's demand.

9.4. Lease Termination. Except as provided in this Section 9.4, upon expiration or earlier termination of this Sublease Subtenant shall surrender the Sublease Premises to Sublandlord vacant, broom clean and in good order, condition and repair, reasonable wear and tear, damage by casualty or condemnation, and Sublandlord's obligations or other conditions that Subtenant is not responsible for under this Sublease excepted. All Alterations shall become a part of the Sublease Premises and shall become the property of Sublandlord upon the expiration or earlier termination of this Sublease without compensation to Subtenant, unless Sublandlord shall, by written notice given to Subtenant in accordance with the provisions of Article 21 not less than sixty (60) days prior to the expiration or other termination of this Sublease or any renewal or extension hereof, require Subtenant to remove some or all of the Alterations that constitute Specialty Alterations. Notwithstanding the foregoing, at the time Sublandlord approves plans and specifications for Alterations proposed by Subtenant, Sublandlord shall notify Subtenant which of the proposed Alterations, if any, are Specialty Alterations which may be required by Sublandlord to be removed by Subtenant at the expiration or earlier termination of this Sublease. The above notwithstanding, Sublandlord acknowledges that no improvements existing in the Sublease Premises as of the date hereof shall be deemed Specialty Alterations. "**Specialty Alterations**" shall mean Alterations performed by or on behalf of Subtenant that (i) perforate a floor slab in the Sublease Premises or a wall that encloses the core of the Building, (ii) require the reinforcement of a floor slab in the Sublease Premises, (iii) consist of the installation of a raised flooring system, (iv) consist of the installation of a vault or other similar device or system that is intended to secure the Sublease Premises or a portion thereof in a manner that exceeds the level of security that a reasonable person uses for ordinary office space, (v) involve material plumbing connections (such as kitchens and executive bathrooms outside of the Building core), or (vi) do not include the existing conditions at the Sublease Premises, but thereafter, will include specialized interior improvements and additions which are not customarily part of a standard office building fit-up. Notwithstanding anything contained herein to the contrary, Sublandlord shall not be responsible to insure, maintain, repair or replace any of Subtenant's Insured Property or any Specialty Alterations, all of which shall be insured, maintained, repaired and/or replaced, as the case may be, solely by and at the expense of Subtenant. In the event that Sublandlord shall so require Subtenant to remove any Specialty Alterations, then such Specialty Alterations shall be removed by Subtenant, and Subtenant shall repair any damage to the Sublease Premises caused by such removal, at its own cost and expense, at or prior to the expiration of the Sublease Term. All business and trade fixtures, machinery and equipment, furniture, movable partitions and items of personal property owned by Subtenant or installed by Subtenant at its expense in the Sublease Premises shall be and remain the property of Subtenant; upon the expiration or earlier termination of this Sublease, Subtenant shall, at its sole expense, remove all such items and repair any damage to the Sublease Premises or the Property caused by such removal. If Subtenant fails to remove any such items or repair such damage promptly after the expiration or earlier termination of this Sublease, Sublandlord may, but need not, do so with no liability to Subtenant, and Subtenant shall pay Sublandlord the reasonable documented out of pocket cost thereof within thirty (30) days after the rendition of a bill to Subtenant therefor. Notwithstanding the foregoing, upon the expiration of the Sublease Term, Subtenant shall have the right, but not the obligation, to purchase from Sublandlord for the sum of $1.00 and remove the Existing Furniture; provided, however, that such right shall be void and of no further force or effect if Subtenant is in default under this Sublease beyond applicable notice and/or cure periods. If Subtenant elects to take title to such Existing Furniture in accordance herewith, Sublandlord shall prepare, execute and deliver a bill of sale transferring title thereto to Subtenant. Any Existing Furniture not purchased by Subtenant, or unable to be purchased by Subtenant, shall remain in the Sublease Premises upon expiration or the earlier termination of this Sublease.

9.5. ADA. If alterations to the common areas of the Property are required under ADA or other Applicable Laws, regulations, ordinances or insurance requirements because of the specific manner and

nature of Subtenant's use or occupancy of the Sublease Premises (as distinct from general office use) or Specialty Alterations made by or on behalf of Subtenant within the Sublease Premises, Sublandlord may make same and Subtenant shall, within thirty (30) days after receipt of a bill from time to time to reimburse Sublandlord the reasonable out of pocket costs of such alterations. Sublandlord represents that as of the date hereof, to the best of its actual knowledge, the common areas of the Building accessible by Subtenant are in compliance with all Applicable Laws, including the ADA, in all material respects.

10. INDEMNIFICATION AND INSURANCE

10.1. Indemnification.

(a) Subtenant agrees to protect, indemnify, hold harmless and defend Sublandlord and Landlord, and each of their respective partners, directors, officers, agents and employees, successors and assigns, (except to the extent of the losses described below are caused by Sublandlord's breach of its obligations or representations or warranties contained in this Sublease or the negligence or willful misconduct of Sublandlord or Landlord, or any of their respective partners, directors, officers, contractors, successors and assigns, agents and employees), from and against:

(i) any and all loss, cost, damage, liability or expense as incurred (including but not limited to reasonable attorneys' fees and legal costs) to the extent arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by or is in any way attributable to (i) the use or occupancy of the Sublease Premises or any portion of the Property by Subtenant, (ii) any condition of the Sublease Premises to the extent not caused by Sublandlord and/or any of its employees, agents or contractors, (iii) the acts or omission of Subtenant or its agents, employees, contractors, clients, invitees or subtenants or (iv) the breach by Subtenant of any of its representations, warranties or obligations contained in this Sublease. Such loss or damage shall include, but not be limited to, any injury or damage to, or death of, Sublandlord's employees or agents or damage to the Sublease Premises or any portion of the Property; and

(ii) any and all environmental damages to the extent arising from: (i) the Handling of any Subtenant's Hazardous Materials, as defined in Section 6.4, in violation of Environmental Laws, or (ii) the breach by Subtenant of any of the provisions of this Sublease which results in environmental liability or damages. For the purpose of this Section 10.1(a)(ii), "environmental damages" shall mean (a) all claims, judgments, actual out of pocket damages, penalties, fines, costs, liabilities, and losses actually incurred by Sublandlord; (b) all reasonable documented out of pocket sums paid for settlement of claims, reasonable attorneys' fees, consultants' fees and experts' fees; and (c) all reasonable out of pocket costs incurred by Sublandlord in connection with investigation or remediation relating to the Handling of Subtenant's Hazardous Materials in violation of Environmental Laws, or otherwise required under this Sublease.

(b) Each of Subtenant's obligations and liabilities pursuant to this Section 10.1 shall survive the expiration or earlier termination of this Sublease.

(c) Subtenant shall not take any action or fail to take any action in connection with the Sublease Premises in contravention of the terms of this Sublease as a result of which Sublandlord would be in violation of any of the provisions of the Lease, and, subject to Article 20, Subtenant shall defend, indemnify and hold Sublandlord harmless from and against all actual losses, costs, liabilities, damage and expenses (including, but not limited to, reasonable attorneys' fees and court costs) caused by or arising out of Subtenant's acts or inaction as a result of which Sublandlord is determined to be in violation of any of the provisions of the Lease (as set forth on **Exhibit A**).

(d) Sublandlord agrees to protect, indemnify, hold harmless and defend Subtenant and its partners, directors, officers, agents and employees, successors and assigns, (except to the extent of the losses described below are caused by Subtenant's breach of its obligations or representations or warranties contained in this Sublease or the negligence or willful misconduct of Subtenant or its respective partners, directors, officers, contractors, successors and assigns, agents and employees), from and against any and all loss, cost, damage, liability or expense as incurred (including but not limited to reasonable attorneys' fees and legal costs) to the extent arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by or is in any way attributable to (i) the gross negligence or willful misconduct of Sublandlord and its agents and (ii) the breach by Sublandlord of any of its representations, warranties or obligations contained in this Sublease. Each of Sublandlord's obligations and liabilities pursuant to this Section 10.1 shall survive the expiration or earlier termination of this Sublease.

10.2. Property Insurance.

(a) At all times during the Sublease Term, Subtenant shall procure and maintain, at its sole expense, "special form" property insurance, for damage or other loss caused by fire or other casualty or cause including, but not limited to, vandalism and malicious mischief, theft, water damage, including sprinkler leakage, bursting of pipes, in an amount not less than one hundred percent (100%) of the replacement cost covering (a) all Alterations made by or for Subtenant in the Sublease Premises beyond the vanilla shell of the Sublease Premises (which vanilla shell expressly excludes any interior partition walls and dropped ceilings and so same are included in Subtenant's Insured Property), whether or not made prior or subsequent to the Sublease Commencement Date; and (b) all trade fixtures, equipment, furniture and other personal property from time to time situated in the Sublease Premises, whether or not same are owned by Subtenant or Sublandlord (clauses (a) and (b), collectively, the "Subtenant's Insured Property"). The proceeds of such insurance shall be used for the repair or replacement of the property so insured, except if this Sublease is terminated following a casualty, the proceeds applicable to the Alterations made by or for Subtenant in the Sublease Premises or applicable to any personal property owned by Sublandlord shall be paid to Sublandlord and the proceeds applicable to the trade fixtures, equipment and other personal property owned by Subtenant shall be paid to Subtenant.

(b) At all times during the Sublease Term, Subtenant shall procure and maintain business interruption insurance in such amount as will reimburse Subtenant for direct and actual expenses, incurred by Subtenant, that are attributable to the perils insured against in Section 10.2(a).

10.3. Liability Insurance. At all times during the Sublease Term, Subtenant shall procure and maintain, at its sole expense, commercial general liability insurance applying to the use and occupancy of the Sublease Premises and the business operated by Subtenant. Such insurance shall have a minimum combined single limit of liability of at least Five Million Dollars ($5,000,000) per occurrence and a general aggregate limit of at least Five Million Dollars ($5,000,000). The foregoing limits may be achieved through the use of primary and excess liability policies. All such policies shall be written to apply to bodily injury, property damage, personal injury losses and shall be endorsed to include Sublandlord, Landlord and its agents, beneficiaries, partners, employees, and any deed of trust holder or mortgagee of Sublandlord or any ground Sublandlord as additional insureds. Such liability insurance shall be written as primary policies, not excess or contributing with or secondary to any other insurance as may be available to the additional insureds. Sublandlord may from time to time require that the amount of liability insurance to be maintained by Subtenant under this Article be reasonably increased so that Sublandlord shall be adequately protected giving due consideration to all relevant circumstances and conditions.

10.4. Workers' Compensation Insurance. At all times during the Sublease Term, Subtenant shall procure and maintain Workers' Compensation Insurance in accordance with the laws of the State of Connecticut, and Employer's Liability insurance as required by law.

10.5. Policy Requirements. All insurance required to be maintained by Subtenant shall be issued by insurance companies authorized to do insurance business in the State of Connecticut and rated not less than A-VII in Best's Insurance Guide. A certificate of insurance (or, at Sublandlord's option and request, copies of the applicable policies) evidencing the insurance required under this Article 10 shall be delivered to Sublandlord not less than five (5) days prior to the Sublease Commencement Date. No such policy shall be subject to cancellation without thirty (30) days prior written notice to Sublandlord and Landlord and to any transferee, mortgagee or ground Sublandlord designated by Sublandlord to Subtenant in writing, except where such cancellation is due to non-payment of premium for which ten (10) days prior written notice shall suffice. Subtenant shall furnish Sublandlord with a replacement certificate with respect to any insurance prior to the expiration of the current policy. Subtenant shall have the right to provide the insurance required by this Article 10 pursuant to blanket policies, but only if such blanket policies expressly provide coverage to the Sublease Premises and Sublandlord as required by this Sublease.

10.6. Waiver of Recovery: Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, each party hereby waives any right of recovery against the other for injury or loss due to hazards covered by insurance or required to be covered, to the extent of the injury or loss covered thereby. Sublandlord and Subtenant will cause their respective insurers to issue appropriate waiver of subrogation right endorsements to all policies and insurance carried in connection with the Sublease Premises or the contents of either of them. Sublandlord and Subtenant hereby agree to look first to the proceeds of their respective insurance policies before proceeding against each other in connection with any claim relating to any matter covered by the Sublease.

10.7. Failure to Insure. Subtenant's failure to obtain or maintain all insurance required under this Article 10 shall be a material breach of this Sublease for which Sublandlord shall be entitled to full

and complete indemnity for all liability, reasonable and documented out-of-pocket costs and expenses, including any incurred in any action or proceeding by Sublandlord or its insurance carrier as a result of Subtenant's breach. Subtenant's obligation to provide full and complete indemnity under this Section 10.7 shall be absolute and without regard to fault in the underlying incident and shall be triggered solely by Subtenant's failure to procure such insurance for the protection of Sublandlord and any of the other insured parties required under this Article 10. In the event that Subtenant fails to obtain and maintain the insurance required under this Article 10, Sublandlord shall have the option (but shall not be required) to purchase any such insurance and to charge Subtenant for the actual cost of substitute insurance in the form of Additional Rent. The purchase by Sublandlord of any such insurance shall not be or be deemed to be a waiver by Sublandlord or a cure of the default by Subtenant to obtain and maintain insurance. Subtenant shall reimburse Sublandlord for any such documented out of pocket costs, together with interest at the Interest Rate until so reimbursed, within thirty (30) days after written demand therefor. The rights and remedies provided for in this Section 10.7 shall not limit or impair any other rights, remedies or damages available to Sublandlord under this Sublease or otherwise.

10.8. Sublandlord Insurance Requirements. Sublandlord shall maintain throughout the Sublease Term all insurance required to be carried under the Lease, including, without limitation, Section 11.2(a)(iii) thereof.

11. DAMAGE OR DESTRUCTION

11.1. Casualty: Termination of Sublease.

(a) Sublandlord Repair Obligations. If the Building, the Garage or the Sublease Premises shall be partially damaged or destroyed by fire or other cause, then whether or not the damage or destruction shall have resulted from the negligence or willful misconduct of Subtenant, or its employees, agents or visitors (and if this Sublease shall not have been terminated as in this Article 11 hereinafter provided) and an independent architect chosen by Sublandlord estimates that the damage can be reasonably repaired by Sublandlord within one hundred eighty (180) days from the date of damage (or sixty (60) days in the case of damage within the last year of the Sublease Term) as reasonably determined by Sublandlord, Sublandlord shall, subject to Section 10 of the Lease, repair the damage and restore and rebuild the Building and/or the Sublease Premises and/or access to the foregoing with reasonable dispatch after notice to it of the damage or destruction; provided, however, that Sublandlord shall not be required to repair or replace any of Subtenant's Insured Property. Sublandlord shall effect such repair or restoration promptly with all reasonable diligence and in such manner so as to not unreasonably interfere with Subtenant's business, provided no additional costs, for labor at overtime or premium rates, or otherwise, are incurred thereby. No damages, compensation or claim shall be payable by Sublandlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Sublease Premises or of the Building pursuant to this Article 11.

(b) Rent Abatement. If the Building or the Sublease Premises shall be partially destroyed by fire or other cause, the Rents payable hereunder shall be abated in the proportion that the number of square feet of Rentable Area of the Sublease Premises that has been rendered untenantable (which, for purposes of this Article 11, "untenantable" shall mean either (i) that the Sublease Premises, or a substantial portion thereof, is damaged by such fire or other casualty such that Subtenant cannot conduct its business in the Sublease Premises

for Subtenant's Permitted Use as a result thereof or (ii) such fire or other casualty is not in the Sublease Premises or does not affect the Sublease Premises but Subtenant's access to the Sublease Premises is cutoff as a result of such fire or other casualty) bears to the total Rentable Area of the Sublease Premises, for the period from the date of such damage or destruction to the date the damage shall be repaired or restored. If the Sublease Premises shall be totally untenantable on account of fire or other cause, the Rent shall abate as of the date of the damage or destruction and until Sublandlord shall repair, restore and rebuild the Building and/or the Sublease Premises and tender possession of the Sublease Premises with all of same (excluding any Subtenant work which had been performed by Subtenant as part of its initial occupancy or as to any subsequent Alterations) substantially completed allowing for the occupancy by Subtenant for Subtenant's Permitted Use, provided, however, that should Subtenant occupy or reoccupy a portion of the Sublease Premises for the ordinary conduct of Subtenant's business during the period the Sublease Premises are made completely untenantable, rents allocable to such portion shall be payable by Subtenant from the date of such occupancy. Notwithstanding any of the foregoing provisions of this Article 11, if Sublandlord or Landlord or the holder of any Superior Mortgage (as defined in the Lease) shall be unable to collect all of the insurance proceeds (including rent insurance proceeds) applicable to damage or destruction of the Sublease Premises or the Building by fire or other cause by reason of some negligent or willful action or inaction on the part of Subtenant or any of its employees, agents or contractors, then, without prejudice to any other remedies which may be available against Subtenant, there shall be no abatement of Subtenant's rent until the total amount of such rent not abated which would otherwise have been abated equals the amount of uncollected insurance proceeds.

(c) Termination of Sublease. If (i) the Building or Sublease Premises shall be totally damaged or destroyed by fire or other cause or (ii) the tower of the Building which includes the Sublease Premises, or the Sublease Premises shall be partially damaged or destroyed by fire or other cause such that an independent architect chosen by Sublandlord estimates that Sublandlord cannot reasonably repair the same within one hundred eighty (180) days from the date of damage (or sixty (60) days or, if earlier, prior to the expiration date of this Sublease, in the case of damage within the last year of the Sublease Term) as reasonably determined by Sublandlord, or (iii) if the North Tower shall be so damaged or destroyed by fire or other cause that Sublandlord shall decide not to restore or rebuild it, then in the case of clause (i) or (ii), Sublandlord may terminate this Sublease by giving Subtenant notice to such effect within forty-five (45) days after the date of the casualty and such termination shall be effective upon the date of such notice, and in the case of clause (iii), Sublandlord may terminate this Sublease by giving notice to Subtenant to such effect within one hundred twenty (120) days after the date of the casualty and such termination shall be effective upon the date of such notice; provided, however, that Sublandlord may not exercise such right to terminate this Sublease unless Sublandlord elects to terminate subleases (including this Sublease) affecting at least fifty percent (50%) of the leasable area of the Building (in the case of clause (ii)) or the North Tower (in the case of clause (iii)). In case of any damage or destruction mentioned in this Article 11, and Sublandlord has not elected to terminate this Sublease as provided in the preceding sentence, Subtenant may terminate this Sublease by notice to Sublandlord, if Sublandlord has not substantially completed the making of the required repairs and restored and rebuilt the North Tower and the Sublease Premises within two hundred forty (240) days from the date of such damage or destruction, subject to delays labor trouble,

governmental controls, act of God, or any other cause beyond Sublandlord's reasonable control, and such termination shall be effective upon the date of such notice (unless such repairs and restoration are completed prior to such notice).

(d) In the event of the termination of this Sublease pursuant to any of the provisions of this Article 11, this Sublease and the Sublease Term and estate hereby granted shall expire as of the date of such termination with the same effect as if that were the Sublease Expiration Date, and the Base Rent and Additional Rent payable hereunder shall be apportioned as of such date.

11.2. Waiver. The provisions contained in this Sublease shall supersede any contrary laws (whether statutory, common law or otherwise) now or hereafter in effect relating to damage, destruction, self-help or termination.

12. CONDEMNATION

12.1. Taking. If the entire Sublease Premises or so much of the Sublease Premises or Property as to render the Sublease Premises unusable by Subtenant for the ordinary conduct of Subtenant's business shall be taken by condemnation, sale in lieu of condemnation or in any other manner for any public or quasi-public purpose (collectively "**Condemnation**"), then this Sublease shall terminate on the date that title or possession to the Sublease Premises is taken by the condemning authority, whichever is earlier.

12.2. Award. In the event of any Condemnation, the entire award for such taking shall belong to Sublandlord. Subtenant shall have no claim against Sublandlord or the award for the value of any unexpired term of this Sublease or otherwise. Subtenant shall be entitled to independently pursue a separate award in a separate proceeding for Subtenant's trade fixtures, loss of business, and moving and relocation costs directly associated with the taking, provided such separate award does not diminish Sublandlord's award. Nothing in the Sublease shall preclude Subtenant from claiming and collecting from the condemning authority an award for Subtenant's trade fixtures, loss of business, and moving and relocation costs pursuant to a separate action, provided such separate award does not diminish Sublandlord's award.

12.3. Temporary Taking. No temporary taking of the Sublease Premises or partial taking of the Sublease Premises shall terminate this Sublease; provided, that Rent shall be prorated based upon the portion of the Sublease Premises which remains tenantable and provided, further, that any award for such temporary taking shall belong to Subtenant to the extent that the award applies to any time period during the Sublease Term and to Sublandlord to the extent that the award applies to any time period outside the Sublease Term.

13. ASSIGNMENT AND SUBLETTING

13.1. Restriction. Except as otherwise set forth herein, without the prior written consent of Sublandlord, Subtenant shall not, either voluntarily or by operation of law, assign, encumber, or otherwise transfer this Sublease or any interest herein, or sublet the Sublease Premises or any part thereof, or permit the Sublease Premises to be occupied by anyone other than Subtenant or Subtenant's employees (any such assignment, encumbrance, subletting, occupation or transfer is hereinafter referred to as a "**Transfer**"). For purposes of this Sublease, the term "**Transfer**" shall also include (i) if Subtenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of a majority of the partners, or a transfer of a majority of partnership interests, within a twelve month period, or the

dissolution of the partnership, (ii) if Subtenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over the counter) or a limited liability company, the dissolution, merger, consolidation, division, liquidation or other reorganization of Subtenant, or (a) the sale or other transfer of more than an aggregate of fifty percent (50%) of the voting securities of Subtenant (other than to immediate family members by reason of gift or death) or (b) the sale of more than an aggregate of fifty percent (50%) of Subtenant's assets. An assignment, subletting or other action in violation of the foregoing shall be void and, at Sublandlord's option, shall constitute a material breach of this Sublease. Notwithstanding the foregoing, Subtenant shall have the right to assign its interest in this Sublease or sublease the Sublease Premises to an Affiliate of Subtenant without obtaining Sublandlord's consent therefor or Sublandlord having a right to recapture pursuant to the terms of Section 13.3 so long as (x) Subtenant provides Sublandlord with written notice of such assignment or sublease within ten (10) days thereof; (y) such Affiliate assumes by operation of law or in writing all of the obligations of Subtenant under this Sublease; and (z) Subtenant provides Sublandlord with reasonable evidence that such assignee or sublessee is an Affiliate of Subtenant. In addition, the merger or consolidation of Subtenant into or with another entity or a sale of all or substantially all of the assets or voting securities of Subtenant to such entity (a "**Successor**") of Subtenant shall be permitted without Sublandlord's consent therefor or Sublandlord having a right to recapture pursuant to the terms of Section 13.3 so long as (w) such merger, consolidation or sale of assets or voting securities is not principally for the purpose of transferring Subtenant's interest in this Sublease; (x) Subtenant provides Sublandlord with written notice of such transaction within ten (10) days thereof; (y) such Successor assumes by operation of law or in writing all of the obligations of Subtenant under this Sublease; and (z) Subtenant provides Sublandlord with reasonable evidence that clause (w) of this sentence is true. An "**Affiliate**" shall mean a person who Controls, is under the Control of or is under common Control with the individual or entity in question. "**Control**" shall mean direct or indirect ownership of more than fifty percent (50%) of the equity interests in an entity and the possession of power to direct or cause the direction of the management and policy of such entity, whether through ownership of voting securities, by statute or contract. Notwithstanding anything in this Sublease to the contrary, in all events any sublet by Subtenant shall be subject and subordinate to this Sublease and the Lease.

13.2. Notice to Sublandlord. If Subtenant desires to assign this Sublease or any interest herein to an assignee other than to an Affiliate or Successor, or to sub-sublet all or any part of the Sublease Premises to a sub-subtenant other than to an Affiliate or Successor, then at least thirty (30) days but not more than one hundred eighty (180) days prior to the effective date of the proposed assignment or sub-subletting, Subtenant shall submit to Sublandlord in connection with Subtenant's request for Sublandlord's consent a statement containing (i) the name and address of the proposed assignee or sub-subtenant; (ii) such financial information with respect to the proposed assignee or sub-subtenant as Sublandlord shall reasonably require; (iii) the type of use proposed for the Sublease Premises; and (iv) all of the principal terms of the proposed assignment or sub-subletting.

13.3. Sublandlord's Recapture Rights. At any time within thirty (30) days after Sublandlord's receipt of all (but not less than all) of the information and documents described in Section 13.2 above, if Subtenant desires to (i) sublease all or substantially all of the Sublease Premises, (ii) sublease less than all or substantially all of the Sublease Premises for all or substantially all of the Sublease Term, or (iii) assign the Sublease, Sublandlord may at its option by written notice to Subtenant, elect to: (a) take an assignment of the Sublease upon the same terms as those offered to the proposed assignee; or (b) terminate the Sublease with respect to the portion of the Sublease Premises affected by any proposed subletting. If Sublandlord does not exercise any of the options described in the preceding sentence, then, during the above-described thirty (30) day period, Sublandlord shall either consent or deny its consent to the proposed assignment or subletting. If Sublandlord exercises its rights under subsections (a) or (b)

above and same have not been revoked pursuant to the immediately following sentence, then Subtenant shall be released of all further liability under this Sublease, with respect to the affected portion of the Sublease Premises, arising on the effective date of the assignment to, or termination by, Sublandlord. If the Sublandlord shall exercise its recapture right as provided for in this Sublease, then within five (5) Business Days following the Sublandlord's exercise of such recapture right, the Subtenant shall have the right upon written notice to the Sublandlord to withdraw its assignment or sublet request, thereby vitiating Sublandlord's recapture right with respect to such assignment or sublet request only. If the Subtenant shall not withdraw its request for consent to such assignment or sublet then the recapture as provided for in this Sublease and this Section 13.3 shall occur.

13.4. Sublandlord's Consent; Standards. Sublandlord's consent to a proposed assignment or sub-subletting shall not be unreasonably withheld, conditioned or delayed; but, in addition to any other grounds for denial, Sublandlord's consent shall be deemed reasonably withheld, conditioned or delayed if, in Sublandlord's good faith judgment: (i) the proposed assignee or sub-subtenant does not have the financial strength to perform its obligations under this Sublease or any proposed sub-sublease; (ii) the business and operations of the proposed assignee or sub-subtenant are not in keeping with the Building Standard; (iii) the proposed assignee or sub-subtenant intends to use any part of the Sublease Premises for a purpose not permitted under this Sublease; (iv) either the proposed assignee or sub-subtenant, or any person which directly or indirectly Controls, is Controlled by, or is under common Control with the proposed assignee or sub-subtenant occupies space in the Property, or is negotiating with Sublandlord to lease space in the Property; (v) the proposed assignee or sub-subtenant has a general reputation of disreputable character; (vi) the use of the Sublease Premises or the Property by the proposed assignee or subtenant would, in Sublandlord's reasonable judgment, materially impact the Property in an adverse manner; (vii) the subject space is not regular in shape (taking into consideration the current configuration of the Sublease Premises) with appropriate means of ingress and egress suitable for normal renting purposes; (viii) the sub-sublease or the use of the Sublease Premises or the Property by the proposed assignee or sub-subtenant would violate terms of the Lease; or (x) an event of default has occurred and is continuing beyond any applicable notice and cure period on either the date on which Subtenant requests consent to the proposed Transfer or the effective date of the Transfer. If Sublandlord shall have not responded to a request for a consent to an assignment or sub-sublease within thirty (30) days following the written request by Subtenant and receipt of all (but not less than all) of the information and documents described in Section 13.2 above, provided that the proposed sub-sublease (a) expressly prohibits the sub-subtenant thereunder to breach any of the terms and conditions of this Sublease, and (b) is expressly subject and subordinate to this Sublease and the Lease, then Subtenant shall have the right to seek a deemed consent by Sublandlord by sending a second seven (7) Business Day written notice to Sublandlord with a clear statement in bold upper case letters "THE FAILURE TO RESPOND TO THIS REQUEST FOR CONSENT WITHIN SEVEN (7) BUSINESS DAYS OF THE DATE OF THIS NOTICE SHALL RESULT IN A DEEMED CONSENT". Notwithstanding the foregoing, no such assignment or sub-sublet (or any assignment or sub-sublet) whether consented to by Sublandlord or otherwise, shall release Subtenant from any liability whatsoever pursuant to this Sublease. Further, the sole remedy of Subtenant for Sublandlord's denial of an assignment or sub-sublease which is determined to be unreasonable shall be to seek specific performance of such consent, and for the avoidance of doubt, Sublandlord shall not be liable for damages, nor shall Subtenant have the right to any other damages by reason of Sublandlord's denial of an assignment or sub-sublease.

13.5. Additional Rent. If Sublandlord consents to any such assignment or sub-subletting, one-half (1/2) of the amount by which all sums or other economic consideration actually received by Subtenant fairly attributable to such assignment or sub-subletting, whether denominated as rental or otherwise (after deducting all reasonable and customary out of pocket costs incurred by Subtenant in

connection with such sub-subletting or assignment, including, without limitation, brokerage commissions, advertising fees, legal fees, free rent concessions, work allowances and costs of improvements to the Sublease Premises, in connection with such assignment or sub-subletting) exceeds, in the aggregate, the total sum which Subtenant is obligated to pay Sublandlord under this Sublease (prorated to reflect obligations allocable to less than all of the Sublease Premises under a sub-sublease) shall be paid to Sublandlord promptly after receipt as Additional Rent under the Sublease without affecting or reducing any other obligation of Subtenant hereunder. For the avoidance of doubt, the provisions of this Section 13.5 shall be inapplicable to any assignment or sub-sublease to an Affiliate or Successor permitted without the consent of Sublandlord pursuant to Section 13.1 hereof.

13.6. Sublandlord's Costs. If Subtenant shall Transfer this Sublease or all or any part of the Sublease Premises or shall request the consent of Sublandlord to any Transfer, Subtenant shall pay to Sublandlord as Additional Rent Sublandlord's reasonable out-of-pocket costs related thereto, including Sublandlord's reasonable attorneys' fees not to exceed $5,000.

13.7. Continuing Liability of Subtenant. Notwithstanding any Transfer, including an assignment or sub-sublease to an Affiliate, Subtenant shall remain as fully and primarily liable for the payment of Rent and for the performance of all other obligations of Subtenant contained in this Sublease to the same extent as if the Transfer had not occurred; provided, however, that any act or omission of any transferee, other than Sublandlord, that violates the terms of this Sublease shall be deemed a violation of this Sublease by Subtenant.

13.8. Non-Waiver. The consent by Sublandlord to any Transfer shall not relieve Subtenant, or any person claiming through or by Subtenant, of the obligation to obtain the consent of Sublandlord, pursuant to this Article 13, to any further Transfer requiring the consent of Sublandlord. In the event of an assignment or sub-subletting, Sublandlord may collect rent from the assignee or the sub-subtenant without waiving any rights hereunder and collection of the rent from a person other than Subtenant shall not be deemed a waiver of any of Sublandlord's rights under this Article 13, an acceptance of assignee or sub-subtenant as Subtenant, or a release of Subtenant from the performance of Subtenant's obligations under this Sublease. If Subtenant shall default under this Sublease and fail to cure within the time permitted, Sublandlord is irrevocably authorized to direct any transferee to make all payments under or in connection with the Transfer directly to Sublandlord (which Sublandlord shall apply towards Subtenant's obligations under this Sublease) until such default is cured.

14. DEFAULT AND REMEDIES

14.1. Defaults By Subtenant. Any of the following events shall constitute a default of Subtenant under this Sublease: (a) Subtenant's default in the payment on the due date of the Base Rent and/or Additional Rent and/or any other payment required of Subtenant by this Sublease, unless Subtenant shall cure such default within five (5) Business Days after receipt of written notice, provided Sublandlord shall only be required to deliver such written notice twice within a consecutive twelve (12) month period; (b) Subtenant's default in the performance of any of the other covenants of Subtenant or conditions of this Sublease, unless Subtenant shall cure such default within thirty (30) days after written notice of such default given by Sublandlord (provided, however, that if the nature of Subtenant's default is curable and is such that more than thirty (30) days are reasonably required for its cure, then Subtenant shall not be deemed to be in default if Subtenant shall commence such cure within said thirty (30) day period and thereafter diligently prosecute such cure to completion; provided, further, however, if Landlord under the Lease has delivered a notice of default to Sublandlord as a result of Subtenant's default, Subtenant's cure period hereunder shall be three (3) days less than the cure period provided to

Sublandlord under the Lease); (c) Subtenant commences any case, proceeding or other action, or same is commenced against Subtenant and not vacated within sixty (60) days, (i) seeking relief on its behalf as debtor or to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or similar relief with respect to it or its debts under any existing or future law relating to bankruptcy, insolvency, reorganization or the relief of debtors or (ii) seeking appointment of a receiver, trustee, custodian or similar official for all or part of its property, or Subtenant makes a general assignment for the benefit of creditors; (d) the sale or attempted sale by or under execution or other legal process of (i) Subtenant's leasehold interest hereunder and/or (ii) substantially all of Subtenant's other assets; (e) the initiation of legal proceedings to effect, or resulting in, the seizure, sequestering or impounding of a substantial amount or a material item of Subtenant's goods or chattels used in, or incident to, the operation of the Sublease Premises by Subtenant; (f) assignment by operation of law of Subtenant's leasehold interest hereunder, unless permitted under Article 13 or (g) any act or omission of the Subtenant that results in a default beyond any applicable notice and/or cure periods under that certain Sublease Agreement, dated as of June 6, 2017, by and between Sublandlord and Icahn School of Medicine at Mount Sinai, as amended.

Subject to the last sentence of this paragraph, and notwithstanding the above stated time frames, if and to the extent any term of the Lease shall be applicable to the interpretation of this Sublease, and as such a default under this Sublease is derived from a provision of the Lease, then when interpreting cure periods afford to Subtenant, the following rules shall be applicable, except as otherwise provided herein to the contrary: (i) whenever in the Lease a time is specified for the giving of any notice or the making of any demand by "Tenant" thereunder, such time is hereby changed (for the purpose of this Sublease only) by adding five (5) days thereto (unless the time specified is less than five (5) days in which event two (2) Business Days shall be added thereto instead); (ii) whenever in the Lease a time is specified for the giving of any notice or the making of any demand by "Landlord" thereunder, such time is hereby changed (for the purpose of this Sublease only) by subtracting five (5) days if such notice, request or demand of the "Landlord" thereunder relates to any subject other than the payment of fixed annual rent or additional rent under the Lease (unless the time specified is less than five (5) days in which event two (2) Business Days shall be subtracted thereto instead); (iii) whenever in the Lease a time is specified within which "Tenant" thereunder must give notice or make a demand following an event, or within which "Tenant" thereunder must respond to any notice, request or demand previously given or made by "Landlord" thereunder, or to comply with any obligation on "Tenant's" part thereunder, such time is hereby changed (for the purpose of this Sublease only) by subtracting five (5) days if the same shall relate to any obligation other than the payment of fixed annual rent or additional rent under the Lease or under this Sublease (unless the time specified is less than five (5) days in which event two (2) Business Days shall be subtracted thereto instead); and (iv) wherever in the Lease a time is specified within which "Landlord" thereunder must give notice or make a demand or take any action or perform any obligation following an event, or within which "Landlord" thereunder must respond to any notice, request or demand previously given or made by "Tenant" thereunder, such time is hereby changed (for the purpose of this Sublease only) by adding three (3) days thereto (unless the time specified is less than five (5) days in which event two (2) days shall be added thereto instead). It is the purpose and intent of the foregoing provisions, among other things, to provide Sublandlord with time within which to transmit to the Landlord any notices or demands received from Subtenant and to transmit to Subtenant any notices or demands received from the Landlord. The foregoing shall not apply where an express time is provided for as to a matter provided for in this Sublease, rather such time frames shall only be applicable where the time frames in the Lease shall be relevant to the determination of an obligation pursuant to this Sublease.

14.2. Sublandlord's Remedies. Upon any default of Subtenant beyond applicable notice and cure periods as set forth in Section 14.1 of this Sublease, Sublandlord, at Sublandlord's sole option, may

elect and enforce any one of the remedies hereinafter provided in this Section 14.2; provided, however, that Sublandlord may, at Sublandlord's sole option, elect and enforce multiple remedies from among those remedies hereinafter provided to the extent such remedies are not inconsistent and are not legally mutually exclusive and to the extent Sublandlord, in Sublandlord's reasonable judgment, deems the enforcement of such multiple remedies necessary or appropriate to indemnify and make Sublandlord whole from any loss or damage as a result of the default or defaults of Subtenant beyond applicable notice and/or cure periods; and provided further that Sublandlord, at Sublandlord's sole discretion, may successively elect and enforce any number of the remedies hereinafter provided to the extent that Sublandlord, in Sublandlord's reasonable judgment, deems necessary or appropriate to indemnify and make Sublandlord whole from any loss or damage as a result of the default or defaults of Subtenant beyond applicable notice and/or cure periods:

14.2.1 Sublandlord shall have the right to terminate this Sublease forthwith, and upon notice of such termination given by Sublandlord to Subtenant in accordance with the notice provisions of this Sublease, Subtenant's right to possession, use and enjoyment of the Sublease Premises shall cease, and Subtenant shall immediately quit and surrender the Sublease Premises to Sublandlord, but Subtenant shall remain liable to Sublandlord as hereinafter provided. Upon such termination of this Sublease, Sublandlord may at any time thereafter re-enter and resume possession of the Sublease Premises by any lawful means and remove Subtenant and/or other occupants and their goods and chattels. In any case where Sublandlord has recovered possession of the Sublease Premises by reason of Subtenant's default, Sublandlord may, at Sublandlord's option, occupy the Sublease Premises or cause the Sublease Premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for reletting, and may relet the Sublease Premises or any part thereof as agent of Subtenant or otherwise, for a term or terms to expire prior to, at the same time as, or subsequent to, the original expiration date of this Sublease, at Sublandlord's sole option, and Sublandlord shall receive the rent therefor. Rent so received shall be applied first to the payment of such reasonable out of pocket expenses as Sublandlord has incurred in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining premises, or otherwise changing or preparing for reletting, and the reletting, including brokerage and reasonable attorney's fees, and then to the payment of damages in amounts equal to the rent (base and additional) and other payments required of Subtenant hereunder and to the costs and expenses of performance of the other covenants of Subtenant as herein provided. Notwithstanding anything to the contrary contained herein, Sublandlord agrees to exercise commercially reasonable efforts to mitigate its damages caused by Subtenant's default hereunder. Subtenant agrees, in any such case, whether or not Sublandlord has relet, to pay to Sublandlord damage equal to the Rent and other sums herein agreed to be paid by Subtenant, as and when payable, less the net proceeds of the reletting, if any, as ascertained from time to time, and the same shall be payable by Subtenant on the several rent days above specified. Subtenant shall not be entitled to any surplus accruing as a result of any such reletting. In reletting the Sublease Premises as aforesaid, Sublandlord may grant rent concessions and/or tenant improvement allowances, which shall be for the sole benefit of such new subtenant. No such reletting shall constitute a surrender and acceptance or be

deemed evidenced thereof. If Sublandlord elects, pursuant hereto, actually to occupy and use the Sublease Premises or any part thereof during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Subtenant's obligation for rent, other payments and damages as herein defined, during the period of Sublandlord's occupancy, the reasonable value of such occupancy, equal to in any event the basic and additional rent herein reserved. In no event shall such occupancy by Sublandlord be construed as a release of Subtenant's liability hereunder.

14.2.2 In the event Subtenant shall default in the Sublease payments beyond applicable notice and/or cure periods and be dispossessed, provided Subtenant shall continue thereafter to make up arrears and pay all rent current on a monthly basis, no acceleration of the rent shall occur. In the event Sublandlord shall rent to a third party for less than the rent reserved hereunder, Subtenant shall pay the difference on a monthly basis. In the event Subtenant shall default in its obligation to pay the monthly difference, then in that event the right of acceleration shall be afforded Sublandlord as more fully described herein. Upon the happening of the foregoing, Sublandlord shall have the right to damages equal to the present worth (as of the date of such right of acceleration) of such monthly difference for the remainder of the initial Term of this Sublease. For purposes of such damage calculation, "present worth" shall be computed by discounting such Base Rent and Additional Rent at a discount rate equal to one (1) percentage point above the discount rate then in effect at the Federal Reserve Bank nearest to the Sublease Premises. Upon timely payment of all the sums hereinabove provided in this Section 14.2.2, Subtenant shall (subject to the rights of any tenant in possession) have the right to continue to reenter possess, occupy and enjoy the Sublease Premises for the remaining balance of the Sublease term, subject to strict observance by Subtenant of all the covenants, conditions and other provisions of this Sublease and provided that Subtenant shall pay when due all Additional Rent as provided in this Sublease and all other payments required of Subtenant by this Sublease, the amount of which Additional Rent and other payments were not paid upon the declaration of this Section 14.2.2. Sublandlord shall have the right to immediately enforce declaration of acceleration as hereinabove provided by means of distress or any legal action. The foregoing notwithstanding, Sublandlord shall have the right to declare an acceleration and collect upon same and, in addition, to dispossess Subtenant and re-enter and take possession of the Sublease Premises if Sublandlord is dispossessing and evicting Subtenant for the purpose of ultimately reducing Subtenant's liabilities under this Sublease. In the event Sublandlord shall declare an acceleration as provided in this Section 14.2.2 and the amounts due hereunder shall not be paid forthwith, then Sublandlord, at Sublandlord's sole option, may exercise Sublandlord's right to terminate this Sublease as provided in Section 14.2.1 hereof, in which event Sublandlord shall be entitled to the full benefits of, and full enforcement of, Section 14.2.1 hereof.

14.2.3 From and after a default beyond applicable notice and grace provisions by Subtenant, Sublandlord shall have the right to enforce Subtenant's performance of each and every covenant, condition and other provision of this Sublease through an action for equitable remedies.

14.2.4 Subtenant hereby waives all right of redemption to which Subtenant or any person under Subtenant might be entitled by any law now or hereafter in force.

14.2.5 Sublandlord's remedies hereunder are in addition to any remedy allowed by law or in equity.

14.2.6 The remedies set forth above shall be non-exclusive and Sublandlord's election to enforce any remedy shall not be deemed a waiver of any other remedy Sublandlord may be entitled to hereunder or as allowed by law or in equity.

15. ATTORNEYS' FEES: COSTS OF SUIT

15.1. Attorneys' Fees. If either Sublandlord or Subtenant shall commence any action or other proceeding against the other arising out of, or relating to, this Sublease or the Sublease Premises, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief, its actual reasonable attorneys' fees irrespective of whether or not the action or other proceeding is prosecuted to judgment. In addition, Subtenant shall reimburse Sublandlord, upon demand, for all reasonable attorneys' fees incurred in collecting Rent, resolving any event of default by Subtenant, securing indemnification as provided herein or otherwise seeking enforcement against Subtenant, its sublessees and assigns, of Subtenant's obligations under this Sublease.

16. SUBORDINATION

16.1. Subordination. Except as otherwise provided in this Sublease, this Sublease, and the rights of Subtenant hereunder, are and shall be subject and subordinate to the interest of (i) all of the terms, conditions and provisions of the Lease, including, subject to Section 16.6, all amendments thereto, (ii) subject to Section 16.6, any and all amendments or modifications of the Lease or supplemental agreements relating thereto hereafter made between Landlord and Sublandlord, and (iii) any Permitted Encumbrance or Superior Mortgage (as such terms are defined in the Lease). The foregoing subordination shall be self-operative and no further instrument of subordination shall be necessary to effectuate such provisions, provided, however, that at the request of Sublandlord, Subtenant shall execute and deliver all such instruments as Sublandlord may reasonably request to confirm the foregoing.

16.2. The Lease. Except to the extent expressly permitted by this Sublease, the Subtenant shall not take any action which would result in a default pursuant to any term, condition, covenant, and/or obligation set forth in the Lease. It is recognized that Sublandlord's rights pursuant to this Sublease are derived by reason of its status as a tenant under the Lease, and that this Sublease is subject and subordinate to the Lease (as set forth on Exhibit A) and in no manner whatsoever is binding upon the Landlord under the Lease. If and to the extent a upper case or defined term is used in this Sublease and not defined in this Sublease, and if such upper case or defined term relates to the Lease, then the upper case or defined term shall have the meaning set forth in the Lease, however if the same upper case or defined term appears in this Sublease and in the Lease, as to interpretations of this Sublease (as opposed to when a Lease term shall have been incorporated herein) the upper case or defined terms meaning shall be as ascribed to in this Sublease. Except as otherwise expressly provided herein, the following Sections of the Lease are hereby expressly excluded from those Lease provisions to which Subtenant shall be bound to comply with, and as such, Subtenant shall not be bound by the obligations set forth in, nor benefit from, such Sections, and Sublandlord shall have no obligations with respect to such Sections: Section 2(a), Section 2(c), Article 3, Article 4; Article 5; Article 6; Article 7; Article 8; Article 9; Article 10; Article 11; Article 12; Article 13; Article 14; Article 15; Article 16; Article 17; Article 18; Section

19(b); Article 20; Article 21; Article 22; Article 23; Article 24; Section 25(e); Article 26; Article 27; Article 29; Section 30(e), Section 30(k), Section 30(l) (however the Subtenant shall be subject to the rights of Landlord, but the Sublandlord's rights of entry shall be governed by Article 18 of this Sublease), Section 30(m), Section 30(o); Section 30(p); Section 30(q); and all Exhibits. Further, notwithstanding anything to the contrary contained herein, Subtenant is not assuming Sublandlord's monetary obligations under the Lease, nor any liabilities attributable to Sublandlord's negligence, actions, omissions, misconduct or breaches of the Lease.

16.3. Obtaining Landlord's Consent. Wherever this Sublease requires the consent of the Sublandlord be obtained with respect to any matter for which this Sublease requires the consent of Sublandlord, then (1) if Sublandlord is willing to consent to such matter, Sublandlord shall promptly request and use commercially reasonable efforts to obtain Landlord's consent to such matter, and (2) for purposes of this Sublease, Sublandlord's consent shall be deemed to have been not unreasonably withheld if Sublandlord fails to consent to any such matter requiring Landlord's consent for which Landlord has not either consented or been deemed to have consented pursuant to the terms of the Lease. Sublandlord represents and warrants to Subtenant that no third party consents (including, without limitation, Landlord's consent) are required for Sublandlord to enter into this Sublease with Subtenant.

16.4. OMIT.

16.5. Representations and Warranties regarding the Lease. Sublandlord represents and warrants to Subtenant that, as of the date hereof and the Sublease Commencement Date: (a) it holds the entire leasehold interest to the Sublease Premises pursuant to the Lease and it has not previously assigned or sublet any of its rights under the Lease with respect to the Sublease Premises to any other party or entity; (b) the Lease is in full force and effect as of the date hereof; (c) the copy of the Lease which is attached hereto as **Exhibit A** is a true, correct and complete copy of Lease in its entirety (redacted only to delete certain terms not applicable to this Sublease or Subtenant), the Lease has not been amended or modified in any respect and Sublandlord has not entered into any supplemental agreements relating to the Lease; (d) Sublandlord has not received notice of any default by Sublandlord under the Lease which default remains uncured, and to Sublandlord's knowledge no material default under the Lease exists on the part of Sublandlord, and no event exists which, with the giving of notice or passage of time or both, would constitute such a material default under the Lease; (e) to its knowledge, no default under the Lease exists on the part of Landlord, and no event exists which, with the giving of notice or passage of time or both, would constitute such a default or event of default under the Lease; (f) attached hereto as **Exhibit H** is a true, correct and complete copy of the Subordination Agreement (as defined in the Lease) in effect between Sublandlord and each holder of a Superior Mortgage (as defined in the Lease) and, to Sublandlord's knowledge, there is no other Superior Mortgage encumbering the Premises; (g) Sublandlord has full right, power and authority to enter into this Sublease; (h) all necessary corporate action to authorize the performance of Sublandlord's obligations under this Sublease have been taken; (i) the person executing this Sublease on Sublandlord's behalf has the power and authority to do so; and (j) the obligations of Sublandlord set forth in this Sublease shall be binding upon Sublandlord. Within thirty (30) days of the date hereof, Sublandlord shall request an estoppel certificate from the Landlord in the form required under the Lease for delivery to Subtenant; provided, however, that Sublandlord shall not be obligated to deliver same if Landlord will not execute or deliver same.

Subtenant represents and warrants to Sublandlord that, as of the date hereof and the Sublease Commencement Date: (a) Subtenant has full right, power and authority to enter into this Sublease; (b) all necessary corporate action to authorize the performance of Subtenant's obligations under this Sublease

have been taken; (c) the person executing this Sublease on Subtenant's behalf has the power and authority to do so; and (d) the obligations of Subtenant set forth in this Sublease shall be binding upon Subtenant.

16.6. Covenants regarding Lease. Throughout the Sublease Term, Sublandlord shall not (a) enter into a termination of the Lease (unless non-disturbance is provided to Subtenant with respect to the terms and conditions of this Sublease), or (b) amend or modify the Lease or enter into a supplemental agreement relating to the Lease that would increase the obligations of Subtenant under this Sublease, adversely affect Subtenant's rights, powers or privileges hereunder or otherwise adversely affect Subtenant's leasehold estate hereunder in any manner, without Subtenant's prior written consent, and such amendments or modifications shall not be deemed incorporated herein unless and until, and then only to the extent, a copy of same is delivered to Subtenant and any attempted modification or amendment in contravention of the provisions of this Section 16.6 shall be void as against Subtenant. In addition, throughout the Sublease Term, Sublandlord shall (i) timely perform its obligations under the Lease to the extent that failure to do so would have a material and adverse effect on Subtenant's subleasehold estate and (ii) upon notice from Subtenant, exercise commercially reasonable efforts to assist Subtenant in obtaining, to the extent required under the Lease, Landlord's consent to any matter reasonably requested by Subtenant, so long as Sublandlord shall have previously approved such matter.

17. RULES AND REGULATIONS

17.1. Subtenant shall abide by, and faithfully observe and comply in all material respects with the rules and regulations and contractor rules and regulations attached hereto as **Exhibit E** and, upon reasonable notice to Subtenant, any amendments, modifications and/or additions thereto as may hereafter be adopted by Sublandlord in its reasonable discretion for the safety, care, security, good order and/or cleanliness of the Sublease Premises and/or the Property. Sublandlord shall not be liable to Subtenant for any violation of such rules and regulations by any other tenant or occupant of the Property. Sublandlord shall enforce such rules and regulations in a good faith, non-discriminatory manner amongst all of the tenants and occupants of the Building, except where different circumstances reasonably justify differing treatments. In the event of any conflict between this Sublease and such rules and regulations, this Sublease shall govern and control in each instance. No such rules and regulations shall materially impair Subtenant's leasehold interest in the Sublease Premises or increase Subtenant's Rent obligations.

18. ENTRY BY SUBLANDLORD

18.1. Sublandlord may enter the Sublease Premises at all reasonable times and, except in the case of an emergency, upon reasonable prior notice and during Business Hours, and to the extent practical accompanied by a representative of Subtenant if Subtenant makes one available (Sublandlord shall in good faith endeavor to arrange a convenient time to permit such accompaniment), to: (i) inspect the same; exhibit the same to prospective purchasers, master sublessees, mortgagees or, during the last twelve (12) months of the Sublease Term, subtenants; (ii) determine whether Subtenant is complying with all of its obligations under this Sublease; (iii) supply janitorial and other services to be provided by Sublandlord to Subtenant under this Sublease; (iv) post, if reasonable, notices of non-responsibility; and (v) subject to the conditions provided in Section 8.3, make repairs or improvements in or to the Property or the Sublease Premises; provided, in each instance of clause (i) through (iv), Sublandlord does not thereby unreasonably interfere with Subtenant's business operations or reasonable security requirements. Subtenant hereby waives any claim for damages for any injury or inconvenience to, or interference with, Subtenant's business, any loss of occupancy or quiet enjoyment of the Sublease Premises or any other loss occasioned by such entry so long as such entry is in accordance with this Section 18.1. Sublandlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the Sublease

Premises (excluding Subtenant's vaults, safes and any other areas designated by Subtenant in writing in advance), and, in an emergency, Sublandlord shall have the right to use any and all means by which Sublandlord may deem reasonably proper to open such doors to obtain entry to the Sublease Premises, and any emergency entry to the Sublease Premises obtained by Sublandlord by any such reasonable means, or otherwise, shall not under any circumstances be deemed or construed to be a forcible or unlawful entry into or a detainer of the Sublease Premises or an eviction, actual or constructive, of Subtenant from any part of the Sublease Premises. Such entry by Sublandlord shall not act as a termination of Subtenant's duties under this Sublease. If Sublandlord shall be required to obtain entry by means other than a key provided by Subtenant, if Subtenant is not present in the Sublease Premises or in the case of an emergency, the cost of such entry shall be payable by Subtenant to Sublandlord as Additional Rent.

19. SUBLANDLORD'S LIABILITY; TRANSFER OF SUBLANDLORD'S INTEREST

19.1. Sublandlord's Sublease Undertakings. Notwithstanding anything to the contrary contained in this Sublease or in any exhibits, Riders or addenda hereto attached (collectively the "**Sublease Documents**"), it is expressly understood and agreed by and between the Parties hereto that: (a) the recourse of Subtenant or its successors or assigns against Sublandlord with respect to the alleged breach by or on the part of Sublandlord of any representation, warranty, covenant, undertaking or agreement contained in any of the Sublease Documents or otherwise arising out of Subtenant's use of the Sublease Premises or the Property (collectively, "Sublandlord's Sublease Undertakings") shall, extend only to Sublandlord's interest in Property or the proceeds resulting therefrom, including from the transfer of such interest in the Property including, without limitation, any sales, rental and insurance proceeds, and not to any other assets of Sublandlord or its constituent partners; and (b) except as provided in the foregoing subdivision (a), no personal liability or personal responsibility of any sort with respect to any of Sublandlord's Sublease Undertakings or any alleged breach thereof is assumed by, or shall at any time be asserted or enforceable against, Sublandlord, its property manager, or against any of their respective directors, officers, employees, agents, constituent partners, beneficiaries, trustees or representatives.

19.2. Transfer of Sublandlord's Interest. In the event of any transfer of Sublandlord's interest in the Property, Sublandlord shall after such transfer be automatically freed and relieved from all applicable liability with respect to performance of any covenant or obligation on the part of Sublandlord to thereafter be performed (a) subject to Article 5 and Section 26.20 and except for liability to Subtenant arising due to any default by Sublandlord under the Lease that results in termination of the Lease and this Sublease with respect to which the named Sublandlord hereunder will not be released (and Sublandlord shall indemnify Subtenant for all direct damages and costs, including without limitation reasonable attorneys' fees, incurred by Subtenant and resulting from such Sublandlord default); and (b) provided said transferee expressly assumes in writing, subject to the limitations of this Section 19, all the terms, covenants and conditions of this Sublease to be performed on the part of Sublandlord, it being intended hereby that the covenants and obligations contained in this Sublease on the part of Sublandlord shall, subject to all the provisions of this Section 19, be binding on Sublandlord, its successors and assigns, only during their respective periods of ownership. Upon Subtenant's request, Sublandlord shall provide Subtenant with reasonable evidence of its compliance with the terms of this Section 19.2.

20. HOLDOVER TENANCY

20.1. If Subtenant holds possession of the Sublease Premises after the expiration or termination of the Sublease Term, by lapse of time or otherwise, Subtenant shall become a tenant at sufferance upon all of the terms contained herein, except as to Sublease Term and Rent. During such holdover period,

Subtenant shall pay to Sublandlord a monthly rental equivalent to one hundred fifty percent (150%) of the Base Rent payable by Subtenant to Sublandlord with respect to the last month of the Sublease Term. The monthly rent payable for such holdover period shall in no event be construed as a penalty or as liquidated damages for such retention of possession and all other payments, including Additional Rent shall continue under the terms of the Sublease. If the Subtenant shall holdover and such holdover shall constitute a holdover and/or breach of the Lease in excess of ninety (90) days, then Subtenant, in addition to the foregoing holdover payments, hereby agrees to indemnify, defend and hold harmless Sublandlord, its beneficiary, and their respective agents, contractors and employees, from and against any and all claims, liabilities, actions, losses, damages (including without limitation, direct, indirect, incidental and consequential) and expenses (including, without limitation, court costs and reasonable attorneys' fees) asserted against or sustained by any such party and arising from or by reason of such retention of possession which obligations shall survive the expiration or termination of the Sublease Term. If such holdover is less than thirty (30) days, but triggers holdover rent which Sublandlord is required to pay to Landlord, Subtenant shall reimburse Sublandlord for any holdover rent Sublandlord actually pays to Landlord as a result of Subtenant's holdover, which reimbursement obligation shall survive the expiration or termination of the Sublease Term.

21. NOTICES

21.1. All notices which Sublandlord or Subtenant may be required, or may desire, to serve on the other shall be in writing and may be served by mailing the same by certified mail return receipt requested, or by recognized overnight delivery service postage prepaid, addressed as follows:

To Sublandlord at:
Marriott International, Inc.
One StarPoint
Stamford, Connecticut 06902
Attn: Real Estate Legal Department

Marriott International, Inc.
10400 Fernwood Road
Bethesda, Maryland 20817
Attn: Tony Favero -Head of Global Real Estate

Marriott International, Inc.
10400 Fernwood Road
Bethesda, Maryland 20817
Attn: VP & Assistant General Counsel -Global Operations

With copies to:
Shipman & Goodwin LLP
300 Atlantic Street, 3rd Floor
Stamford, Connecticut 06901
Attn: Kent Nevins, Esq.

To Subtenant, at:
Mount Sinai Genomics, Inc. d/b/a Sema4
333 Ludlow Street Stamford, Connecticut 06902
Attn: General Counsel

With copies to:
Wiggin and Dana LLP
One Century Tower
P.O. Box 1832
New Haven, Connecticut 06508-1832
Attn: Elliot G. Kaiman, Esq.

or addressed to such other address or addresses as either Sublandlord or Subtenant may from time to time designate to the other in writing by notice given in accordance with this Section 21.1. Any notice shall be deemed to have been given (i) on the earlier of first refusal by the recipient or three (3) Business Days following the posting date in the case of certified mail, or (ii) the next Business Day following deposit with an overnight delivery service as evidenced by a delivery confirmation. Notice delivered by legal counsel to the parties on behalf of such counsel's client in accordance with the terms of this Section 21 shall be deemed effective notice.

22. BROKERS

22.1. Each Party represents and warrants to the other that it has not dealt with any broker or person in connection with this Sublease other than Broker. The commission of Broker shall be paid by Sublandlord pursuant to separate agreement. The execution and delivery of this Sublease by each party shall be conclusive evidence that such Party has relied upon the foregoing representation and warranty. Subtenant shall indemnify and hold Sublandlord harmless from and against any and all claims for commission, fee, payment or other compensation by any person, excluding Broker, who shall claim to have dealt with Subtenant in connection with this Sublease and for any and all costs incurred by Sublandlord in connection with such claims, including, without limitation, reasonable attorneys' fees and disbursements. Sublandlord shall indemnify and hold Subtenant harmless from and against any and all claims for commission, fee, payment or other compensation by Broker and any other person or entity who shall claim to have dealt with Sublandlord in connection with this Sublease and for any and all costs incurred by Subtenant in connection with such claims, including, without limitation, reasonable attorneys' fees and disbursements. This provision shall survive the expiration or earlier termination of this Sublease.

23. OFAC AND ANTI-MONEY LAUNDERING COMPLIANCE CERTIFICATIONS

23.1. Subtenant hereby represents, certifies and warrants to Sublandlord as follows: (i) Subtenant is not named and is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order, including without limitation Executive Order 13224, or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enacted, enforced or administered by the Office of Foreign Assets Control ("**OFAC**"); (ii) Subtenant is not engaged in this transaction, directly or indirectly, for or on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) none of the proceeds used to pay rent have been or will be derived from a "specified unlawful activity" as defined in, and Subtenant is not otherwise in violation of, the Money Laundering Control Act of 1986, as amended, or any other Applicable Laws regarding money laundering activities. Furthermore, Subtenant agrees to immediately notify Sublandlord if Subtenant was, is, or in the future, becomes, a "senior foreign political figure," an immediate family member or close associate of a senior foreign political figure," within the meaning of Section 312 of the USA PATRIOT Act of 2001. Notwithstanding anything in this Sublease to the contrary, Subtenant understands that this Sublease is a

continuing transaction and that the foregoing representations, certifications and warranties are ongoing and shall be and remain true and in force on the date hereof and throughout the term of this Sublease and that any breach thereof shall be a default under this Sublease (not subject to any notice or cure rights) giving rise to Sublandlord remedies including but not limited to eviction, and Subtenant hereby agrees to defend, indemnify and hold harmless Sublandlord from and against any and all claims, damages, losses, risks, liabilities, fines, penalties, forfeitures and expenses (including without limitation costs and reasonable attorneys' fees) arising from or related to any breach of the foregoing representations, certifications and warranties.

24. INTENTIONALLY OMITTED

25. INTENTIONALLY OMITTED

26. MISCELLANEOUS

26.1. Entire Agreement. This Sublease contains all of the agreements and understandings relating to the leasing of the Sublease Premises and the obligations of Sublandlord and Subtenant in connection with such leasing. Sublandlord has not made, and Subtenant is not relying upon, any warranties, or representations, promises or statements made by Sublandlord or any agent of Sublandlord, except as expressly set forth herein. This Sublease supersedes any and all prior agreements and understandings between Sublandlord and Subtenant with respect to the Sublease Premises and alone expresses the agreement of the Parties with respect thereto.

26.2. Amendments. This Sublease shall not be amended, changed or modified in any way unless in writing executed by Sublandlord and Subtenant. Neither Sublandlord nor Subtenant shall waive or release any of its respective rights hereunder unless in writing and executed by such Party.

26.3. Successors. Except as expressly provided herein, this Sublease and the obligations of Sublandlord and Subtenant contained herein shall bind and benefit the successors and assigns of the Parties hereto.

26.4. Force Majeure. Neither Party shall incur liability to the other with respect to, and shall not be responsible for any failure to perform, any of such Party's obligations hereunder if such failure is caused by any reason beyond the reasonable control of the nonperforming Party including, but not limited to, strike, labor trouble, governmental rule, regulations, ordinance, statute or interpretation, or by fire, earthquake, civil commotion, or failure or disruption of utility services. The amount of time for the non-performing Party to perform any of its obligations shall be extended by the amount of time such non-performing Party is delayed in performing such obligation by reason of any force majeure occurrence whether similar to or different from the foregoing types of occurrences. In the event that either Party suffers from a force majeure condition described in this Section 26.4, such suffering Party shall give notice of such condition to the other Party, along with an estimate of the time period for which such condition is expected to continue. Notwithstanding the foregoing and except as specifically provided in this Sublease to the contrary, under no circumstances shall the occurrence of any event set forth in this Section 26.4, or any other event beyond Subtenant's control, entitle Subtenant to delay or withhold the payment of the Base Rent or Additional Rent or extend the periods set forth in Section 14.1.

26.5. Survival of Obligations. The obligations of Sublandlord and Subtenant accruing prior to the expiration of the Sublease shall survive the expiration or earlier termination of the Sublease, and Sublandlord and Subtenant shall promptly perform all such obligations whether or not this Sublease has expired or been terminated.

26.6. Light and Air. No diminution or shutting off of any light, air or view by any structure now or hereafter erected shall in any manner reduce, limit the obligations of Subtenant or the rights of Sublandlord hereunder, or increase any of Subtenants rights hereunder or the obligations of Sublandlord hereunder.

26.7. Signage. Subtenant shall be entitled, at Sublandlord's expense, to include its name in the directory located in the Building lobby. Any changes made to the initial name in the directory shall be at Subtenant's reasonable expense. Subject to Sublandlord's prior written approval, not to be unreasonably withheld, conditioned or delayed, Subtenant may, at its expense, place a sign containing Subtenant's name on the exterior door to the Sublease Premises, provided that such sign is consistent with standards imposed by Sublandlord. Subtenant shall not place or erect any other signs, monuments or other structures in or on the Building or Property or which are visible from the exterior of the Sublease Premises. If the Sublandlord shall install an electronic directory, and in connection therewith shall provide subtenants generally more entries/listings on such directory, then Subtenant shall be provided a similar amount of entries/listing for comparably sized subtenants.

26.8. Severability. In the event any provision of this Sublease is found to be unenforceable, the remainder of this Sublease shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law. The Parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render the provision unenforceable, and one of which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.

26.9. Captions. All captions, headings, titles, numerical references and computer highlighting are for convenience only and shall have no effect on the interpretation of this Sublease.

26.10. Interpretation. Subtenant acknowledges that it has read and reviewed this Sublease and that it has had the opportunity to confer with counsel in the negotiation of this Sublease. Accordingly, this Sublease shall be construed neither for nor against Sublandlord or Subtenant, but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms and the intent of the Parties.

26.11. Counterparts. This Sublease may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. A signed copy of this Sublease delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Sublease.

26.12. Number and Gender. All terms and words used in this Sublease, regardless of the number or gender in which they are used, shall be deemed to include the appropriate number and gender, as the context may require.

26.13. Joint and Several Liability. If Subtenant comprises more than one person or entity, or if this Sublease is guaranteed by any party, all such persons shall be jointly and severally liable for payment of rents and the performance of Subtenant's obligations hereunder.

26.14. Exhibits. The Exhibits attached hereto are incorporated into this Sublease by reference and made a part hereof.

26.15. Offer to Lease. The submission of this Sublease to Subtenant or its broker or other agent, does not constitute an offer to Subtenant to lease the Sublease Premises. This Sublease shall have no

force and effect until (a) it is executed and delivered by Subtenant to Sublandlord and (b) it is fully reviewed and executed by Sublandlord.

26.16. No Counterclaim; Jurisdiction. It is mutually agreed that in the event Sublandlord commences any summary proceeding for non-payment of Rent, Subtenant will not interpose any non-compulsory or nonmandatory counterclaim of whatever nature or description in any such proceeding. In addition, Subtenant hereby submits to local jurisdiction in the State of Connecticut Fairfield County and agrees that any action by Subtenant against Sublandlord shall be instituted in the State of Connecticut Fairfield County.

26.17. Rights Reserved by Sublandlord. Sublandlord reserves the following rights exercisable without notice (except as otherwise expressly provided to the contrary in this Sublease) and without being deemed an eviction or disturbance of Subtenant's use or possession of the Sublease Premises or giving rise to any claim for set-off or abatement of Rent: (i) to change the name or street address of the Building; (ii) to install, affix and maintain all signs on the exterior and/or interior of the Building; (iii) to designate and/or reasonably approve prior to installation, all types of signs, window shades, blinds, drapes, awnings or other similar items, and all internal lighting that may be visible from the exterior of the Sublease Premises and, notwithstanding the provisions of Article 9, the design, arrangement, style, color and general appearance of the portion of the Sublease Premises visible from the exterior, and contents thereof, including, without limitation, furniture, fixtures, signs, art work, wall coverings, carpet and decorations, and all changes, additions and removals thereto, shall, at all times have the appearance of premises having the same type of exposure and used for substantially the same purposes that are generally prevailing in comparable office buildings in the area; (iv) to change the arrangement of entrances, doors, corridors, elevators and/or stairs in the Building, provided no such change shall materially adversely affect access to the Sublease Premises or reduce (other than by a de minimis amount) the rentable square footage of the Sublease Premises; (v) to grant any party the exclusive right to conduct any business or render any service in the Building, provided such exclusive right shall not operate to prohibit Subtenant from using the Sublease Premises for the purposes permitted under this Sublease and to the extent Subtenant is required to use such exclusive service(s), such service(s) shall be competitively priced for comparable services; (vi) to prohibit the placement of vending or dispensing machines of any kind in or about the Sublease Premises other than for use by Subtenant's employees (or business guests visiting the Sublease Premises); (vii) to have access for Sublandlord and other tenants of the Building to any mail chutes and boxes located in or on the Sublease Premises according to the rules of the United States Post Office and to discontinue any mail chute business in the Building; (viii) to close the Building after Business Hours, except that Subtenant and its employees and invitees shall be entitled to admission at all times under such rules and regulations as Sublandlord reasonably prescribes for security purposes; (ix) to install, operate and maintain security systems which monitor, by close circuit television or otherwise, all persons entering or leaving the Building; (x) to install and maintain pipes, ducts, conduits, wires and structural elements located within and through walls and ceilings in the Sublease Premises on a concealed basis, which serve other parts or other tenants of the Building and in locations that do not interfere beyond a de minimis extent with Subtenant's use and enjoyment of the Sublease Premises, provided same would not reduce either the rentable square footage (other than a de minimis amount) or the ceiling heights of the Sublease Premises ; and (xi) to retain at all times master keys or pass keys to the Sublease Premises.

26.18. Governing Law; Jurisdiction. This Sublease shall be governed by, and construed in accordance with, the laws of the State of Connecticut without giving effect to conflicts of laws principles. All disputes arising under this Sublease shall be submitted to the exclusive jurisdiction of the appropriate state and federal courts located in the State of Connecticut.

26.19. Confidentiality. Subject to the terms of this Section 26.19, Subtenant shall keep confidential the terms of this Sublease and the Lease. Subtenant shall have the right to make disclosures of the terms of this Sublease and Lease, as applicable (i) to the extent required by Applicable Laws, (ii) to the extent reasonably required to enforce its rights hereunder, (iii) to the extent reasonably required in constructing, operating, maintaining, repairing or restoring the Sublease Premises; (iv) to its Affiliates, Successors and its and their respective employees, attorneys, consultants, agents and advisors on an as-needed basis; (v) to any actual or prospective purchasers, lenders, assignees or subtenants (or any of their respective employees, representatives, agents or consultants); and (vi) to any governmental authorities providing Subtenant with, or to which Subtenant applies for, any business incentives. If Applicable Laws require Subtenant to file a copy of this Sublease in a manner that provides the general public with access thereto, then it shall file a copy hereof that is redacted to remove the material economic terms hereof and of the Lease to the extent reasonably practicable and to the extent permitted by Applicable Laws.

26.20. Limitation on Damages. Notwithstanding anything to the contrary contained in this Sublease, but except as otherwise provided for in Section 20.1, in no event shall Sublandlord or Subtenant be liable to the other under this Sublease for any special, consequential or punitive damages, or any lost profits or loss of business, and each of Sublandlord and Subtenant hereby waive any rights it may have to such damages under this Sublease.

26.21. Rules of Construction. The use of the terms “including” or “include” shall in all cases herein mean “including, without limitation” or “include, without limitation,” respectively. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Sublease, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day. Reference to any law means as amended, modified, codified, replaced or re-enacted, in whole or in part, and includes all rules, regulations, enforcement procedures and any interpretations promulgated thereunder. Reference to any period of days shall be deemed to be to the relevant number of calendar days unless otherwise specified. References to “$” are references to United States Dollars. Reference to “date hereof” shall refer to the date of this Sublease. Underscored references to Articles, Sections, clauses or Exhibits shall refer to those portions of this Sublease, and any underscored references to a clause shall, unless otherwise identified, refer to the appropriate clause within the same Section in which such reference occurs. The use of the terms “hereunder,” “hereof,” “hereto,” “herein” and words of similar import shall refer to this Sublease as a whole and not to any particular Article, Section or clause of or Exhibit to this Sublease.

27. INTENTIONALLY OMITTED

28. INTENTIONALLY OMITTED

29. INTENTIONALLY OMITTED

30. INTENTIONALLY OMITTED

31. INTENTIONALLY OMITTED

32. CAFETERIA

32.1. Subject to such reasonable rules and regulations as Sublandlord may establish from time to time, in accordance with and subject to the provisions of this Article 32, so long as this Sublease is in full force and effect, Subtenant and the employees of Subtenant shall have the right in common with other

subtenants, occupants and others, to use the existing cafeteria located on the first floor of the North Tower of the Building or, if relocated, in its then location (the "**Cafeteria**"). Throughout the Sublease Term, Sublandlord shall cause the Cafeteria to provide food services to the employees of Subtenant and other tenants and occupants of the Building with service levels, accommodations, staffing and menu selections and pricing similar to the Building Standard subject to reasonable adjustments to account for the occupancy of the Building (it being recognized that there shall be no requirement for subsidies to be offered to Subtenant).

32.2. Subject to force majeure as described in Section 26.4, if the Cafeteria is not operational to the foregoing standard for any reason not caused by Subtenant (other than temporary closures as a result of making repairs and customary holiday closures), and such conditions continue for a period beyond thirty (30) consecutive days, as Subtenant's sole remedy for failure to provide the Cafeteria, Subtenant's Base Rent shall abate and be reduced for the duration of such conditions (i.e. so long as the Cafeteria shall not be provided in accordance with this Article 32) by a prorated amount equal to $2.00 per square foot per year. Further, although not obligated to do so, Sublandlord shall have the right to open the Cafeteria to non-tenants.

33. FITNESS CENTER

33.1. Subject to such reasonable rules and regulations as Sublandlord may establish from time to time, in accordance with and subject to the provisions of this Article 33, so long as this Sublease is in full force and effect, Subtenant and the employees of Subtenant shall have the right to use, in common with other subtenants, occupants and others, a fitness center facility within the Building (the "**Fitness Center**") comparable to the fitness center currently located on the second (2nd) floor of the South Tower of the Building on the date of this Sublease.

33.2. Subject to force majeure, if the Fitness Center is not operational for any reason not caused by Subtenant (other than temporary closures as a result of making repairs and customary holiday closures), and such conditions (i.e. so long as a fitness center shall not be provided in accordance with this Article 33) continue for a period beyond thirty (30) consecutive days, as Subtenant's sole remedy for failure to provide a Fitness Center, Subtenant's Base Rent shall abate and be reduced for the duration of such conditions by a prorated amount equal to $1.00 per square foot per year.

34. SHUTTLE BUS SERVICE

34.1. Subject to such reasonable rules and regulations as Sublandlord may establish from time to time, in accordance with and subject to the provisions of this Article 34, if not otherwise provided by a governmental or municipal authority, Subtenant and the employees of Subtenant shall have the right to use, in common with other subtenants, occupants and others, Sublandlord provided shuttle bus service to the Stamford transportation center provided during morning and evening rush hours on Business Days.

34.2. Subject to force majeure, if such shuttle bus service is not operational for any reason not caused by Subtenant and such conditions continue for a period beyond thirty (30) consecutive days, and such service is not otherwise provided by a governmental or municipal authority, as Subtenant's sole remedy for failure to provide such service, Subtenant's Base Rent shall abate and be reduced for the duration of such conditions (i.e. so long as a shuttle bus shall not be provided in accordance with this Article 34) by a prorated amount equal to $1.00 per square foot per year.

35. GOVERNMENT INCENTIVES

35.1. Provided that same shall not reduce or impair any benefits available to Sublandlord or any other subtenant, Sublandlord agrees to cooperate with Subtenant in Subtenant's efforts to negotiate and implement an incentive package with various governmental authorities and to execute and deliver any estoppel and other certificates or documentation reasonably and customarily required by such governmental authorities, provided that no such certificate or documentation shall (a) increase any obligation of Sublandlord under this Sublease, (b) adversely affect any right of or benefit to Sublandlord under this Sublease (except to a de minimis extent), or (c) relieve Subtenant of any of its obligation under this Sublease. All fees, costs and expenses imposed by the governmental authorities in connection therewith shall be borne solely by Subtenant, and Subtenant shall reimburse Sublandlord within thirty (30) days after Sublandlord's demand therefor, for all third party out-of-pocket fees, costs and expenses actually incurred by Sublandlord in connection with Subtenant's requests and in cooperating with Subtenant in connection with the foregoing, including the costs and expenses of Sublandlord's counsel, consultants and professionals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals, as of the day and year first above written.

In the presence of:

SUBLANDLORD:

MARRIOTT INTERNATIONAL, INC.

/s/

By /s/ Horace E. Jordan

Horace E. Jordan , Its Vice President

/s/

STATE OF MARYLAND)

) November 8, 2019

COUNTY OF MONTGOMERY)

Personally appeared, Horace E. Jordan, the Vice President of MARRIOTT INTERNATIONAL, INC. signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such officer and the free act and deed of said limited liability company, before me.

Commissioner of the Superior Court
Notary Public – State of ~~Connecticut~~ Maryland
My Commission Expires: 3/29/2022

In the presence of:

SUBTENANT:

MOUNT SINAI GENOMICS, INC.
(d/b/a SEMA4)

/s/

By /s/ James M. Coffin
James M. Coffin , Its COO/Pres.

/s/

STATE OF NEW YORK)

) ss.: November 6, 2019

COUNTY OF NEW YORK)

Personally appeared, James M. Coffin, the COO/President of MOUNT SINAI GENOMICS, INC. (d/b/a SEMA4), signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such officer and the free act and deed of said corporation, before me.

/s/ Daniel E. Clark
~~Commissioner of the Superior Court~~
Notary Public - State of ~~Connecticut~~ NY
My Commission Expires: 12/3/2020

DANEIL E. CLARK
Notary Public - State of New York
No. 02CL6273060
Qualified in New York County
My Comm. Expires Dec. 3, 2020

EXHIBITS:

A	Redacted Lease
B	Sublease Premises
C	Commencement Date Agreement
D	Cleaning Specifications
E	Rules and Regulations
F	Intentionally Omitted
G	HVAC Specifications
H	Subordination Agreement
I	Sublandlord’s Work
4.3(C)(IX)	Excerpt of Management Agreement

SUBLEASE BETWEEN MARRIOTT INTERNATIONAL, INC. AND MOUNT SINAI GENOMICS, INC. (D/B/A SEMA4)

EXHIBIT A

REDACTED LEASE

(see attached)

LEASE

Between

BLT 333 LUDLOW LLC

as Landlord

and

STARWOOD HOTELS & RESORTS WORLDWIDE, INC.

as Tenant

Dated May 8, 2014

One StarPoint
Stamford, Connecticut

EXHIBITS

THIS LEASE, made and entered into on May 8, 2014 (together with all amendments and supplements hereto, this "**Lease**"), by and between BLT 333 LUDLOW LLC ("**Landlord**"), a Connecticut limited liability company with an office at I 00 Washington Boulevard, Suite 200, Stamford, CT 06902; and STARWOOD HOTELS & RESORTS WORLDWIDE, INC. ("**Tenant**"), a Maryland corporation with an office One StarPoint, Stamford, CT 06902. Landlord and Tenant are sometimes referred to collectively herein as "**Parties**", and each individually as a "**Party**".

36. DEFINITIONS:

36.1. Definitions. The following terms shall have the following meanings for all purposes of this Lease and shall be equally applicable to both the singular and plural forms of the terms herein defined. Other terms defined in other Sections of this Lease are referenced in the Schedule of Defined Terms following the Table of Contents.

(a) "**Additional Rent**" shall mean all amounts, liabilities and obligations, other than Fixed Rent, which Tenant assumes or agrees to pay under this Lease to Landlord or third parties.

(b) "**Affiliate**" shall mean a Person controlled by; controlling; or under common control with, the Person in question.

(c) "**Applicable Laws**" shall have the meaning given to such term in Section 12(a).

(d) "**Appraiser**" shall mean an individual having not less than ten (10) years current experience as a leasing broker specializing in commercial properties of a nature and type similar to that of the Premises in the geographic area where the Premises is located.

(e) "**Assignment of Lease**" shall have the meaning given to such term in Section 16.2.

(f) "**Building**" shall mean the buildings containing an aggregate of approximately 431,555 rentable square feet and related parking located at One StarPoint (formerly known as 333 Ludlow Street), Stamford, Connecticut.

(g) "**Business Day**" shall mean any day except Saturdays, Sundays and the days observed by state chartered banks and national banks in the State of Connecticut or New York as public holidays.

(h) "**Commencement Date**" shall be May 8, 2014.

(i) "**Effective Date**" shall mean the date of execution of this Lease, as set forth on the first page hereof.

(j) "**Environmental Laws**" shall mean the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901, et seq. (RCRA), as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 et seq. (CERCLA), as amended, the Toxic Substance Control Act, as amended, 15 U.S.C. §§2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. §§136 et seq., the Clean Air Act, the Hazardous Materials Transportation Act, and all applicable federal, state and local environmental Jaws, ordinances, rules and

regulations, as any of the foregoing may have been or may be from time to time amended, supplemented or supplanted, and any other federal, state or local laws, ordinances, rules and regulations, now or hereafter existing relating to regulations or control of Hazardous Materials.

(k) "**Event of Default**" shall mean any of the events set forth in Section 14.

(l) "**Existing Lease**" has the meaning given to such term in Section 24.1(c).

(m) "**Existing Tenant**" has the meaning given to such term in Section 24.1(c)

(n) "**Fixed Rent**" shall mean the rental amounts specified on Exhibit C.

(o) "**Hazardous Materials**" shall mean substances defined as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances" in any applicable federal, state or local statute, rule, regulation or determination, including but not limited to Environmental Laws; and asbestos, PCBs, radioactive substances, methane, volatile hydrocarbons, petroleum or petroleum-derived substances or wastes, radon, industrial solvents or any other material as may be specified in Applicable Laws.

(p) "**Imposition**" shall mean Property Taxes and Other Taxes referred to in Section 6 herein.

(q) "**Improvements**" shall mean all of the structures, and improvements (including, without limitation, parking areas), and all building fixtures therein, now or hereafter located on the Land (but excluding all marina assets).

(r) "**Land**" shall mean the land described on Exhibit A hereto.

(s) "**Landlord Party**" shall mean Landlord or any of its members, managers, shareholders, agents, directors, officers, employees; contractors, licensees and Mortgagees.

(t) "**Landlord's Representatives**" shall mean Landlord's members, managers, shareholders agents, directors, officers and employees.

(u) "**Lease Expiration Date**" shall mean May 7, 2034.

(v) "**Lease Year**" shall mean a 12 month period during the Term, with the first Lease Year commencing on the Commencement Date and subsequent Lease Years commencing on the annual anniversary thereof.

(w) "**Marina Sublease**" means the Sublease Agreement dated as of the date hereof between Tenant as landlord and BLT Management LLC as tenant, as amended, modified, extended, supplemented, substituted and replaced from time to time.

(x) "**Material Event of Default**" shall mean an Event of Default under Section I 4(a), 14(c), 14(d), l4(e), 14(f) or any other Event of Default with respect to which Mortgagee has delivered written notice exercising, or stating its intent to exercise, remedies under the Mortgage as a result thereof.

(y) "**Mortgage**" shall mean any first mortgage on Landlord's interest in the Premises.

(z) "**Mortgagee**" shall mean any holder of a Mortgage with respect to the Premises or any part thereof of which Tenant has received written notice of such holder's name and address.

(aa) "**Notice of Lease**" shall mean a statutory notice of lease under Section 47-19 of the Connecticut General Statutes.

(bb) "**Other Taxes**" shall mean all taxes, assessments, excises, levies, fees and charges, including all payments related to the cost of providing facilities or services, whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed or imposed by any public or government authority (without duplication of Property Taxes) upon, or measured by, or reasonably attributable to (i) the Premises; (ii) the cost or value of Tenant's Trade Fixtures or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, regardless of whether title to such improvements is vested in Tenant or Landlord; (iii) any Rent payable under this Lease, including any gross income tax, sales tax or excise tax levied by any public or government authority with respect to the receipt of any such Rent; (iv) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises; or (v) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. Other Taxes shall not include federal, state or local income, net investment income (per Affordable Care Act), franchise (except if assessed based on the value of the Premises), documentary transfer, inheritance, gift, estate, capital levy, excise, transfer, capital stock or other similar taxes of Landlord, unless and to the extent levied or assessed against Landlord in lieu of, or as a substitute for any Other Taxes, in which event such tax, to such extent, shall be deemed to be included in the term "Other Taxes", but any such tax shall be computed as if the Land and Improvements were the only property of Landlord.

(cc) "**Overdue Rate**" shall mean a rate equal to the greater of (a) 9.75% per annum, provided that if the overdue interest rate charged by the Mortgagee at the time in question is lower than such rate, such lower rate shall instead be applicable and (b) the prime rate published from time to time in The Wall Street Journal plus four percent (4%) per annum.

(dd) "**Permitted Encumbrances**" shall mean:

(i) Any liens for taxes, assessments and other governmental charges imposed after the date hereof which are not due and payable; it being understood that Landlord shall have fully paid prior to the date hereof any assessments and charges payable in installments first imposed prior to the date hereof, regardless of whether any such installments are payable from and after the date hereof;

(ii) The easements, rights-of-way, encroachments, encumbrances, restrictive covenants or other matters affecting the title to the Premises or any part thereof set forth in Schedule B to the policy of owners title insurance (or commitments therefor) delivered to and accepted by Landlord with respect to the Premises in connection with the delivery of this Lease, as shown on Exhibit B hereto and any Mortgage, subordination and non-disturbance Agreement, assignment of lease or other security agreement encumbering the Premises, subject to Section 16.1 below and any encumbrances granted pursuant to Section 30(p); and

(iii) This Lease and the rights of Tenant hereunder;

(ee) "**Person**" shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, trustee(s) of a trust, unincorporated organization, or government or governmental authority, agency or political subdivision thereof.

(ff) "**Premises**" shall mean the Land and the Improvements, together with any easements, rights and appurtenances in connection therewith or belonging to the Land and Improvements. No easement for light, air or view is included with or appurtenant to the Premises. The foregoing disclaimer has been negotiated by Landlord and Tenant, and is intended as a complete negation of any representation or warranty by Landlord, express or implied.

(gg) "**'Primary Term**" shall mean the period beginning on the Commencement Date and ending on the Lease Expiration Date.

(hh) "**Proceeds Trustee**" shall mean a commercial bank or a trust company so long as such commercial bank or such trust company is licensed to do business in the State of Connecticut or New York and has a net worth of not less than $500,000,000.

(ii) "**Property Taxes**" shall mean all taxes, assessments, excises, levies, fees and charges (and any tax, assessment, excise, levy, fee or charge to the extent levied in lieu thereof or as a substitute therefor or as an addition thereto) of every kind and description, general or special, ordinary or extraordinary, foreseen or unforeseen, secured or unsecured, whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed or imposed by any public or government authority on or against, or othe1wise with respect to, the Premises or any part thereof or any personal property owned or leased by Tenant and used in connection with the Premises. Property Taxes shall not include federal, state or local income, franchise, documentary transfer, inheritance, gift, estate, capital levy, excise, succession, sales, profit, revenue, transfer, capital stock or other similar taxes of Landlord, unless and to the extent levied or assessed against Landlord in lieu of or as a substitute for any Property Taxes, in which event such tax shall, to such extent, be deemed to be included in the term "Property Taxes", but any such tax shall be computed as if the Land and Improvements were the only property of Landlord.

(jj) "**Renewal Notice**" shall have the meaning given to such term in Section 4(b).

(kk) "**Renewal Terms**" shall have the meaning given to such term in Section 4(b).

(ll) "**Rent**" shall mean Fixed Rent and Additional Rent.

(mm) "**Repurchase Price**" shall have the meaning given to such term in Section 13.2.

(nn) "**Site Assessment**" shall have the meaning given to that term in Section 25(c).

(oo) "**Site Reviewers**" shall have the meaning given to that term in Section 25(c).

(pp) "**Subordination Agreement**" shall have the meaning given to that term in Section 16.1(a).

(qq) "**Superior Mortgage**" shall have the meaning given to that term in Section 16.1(a).

(rr) "**Tenant Improvement Allowance**" means an amount determined by (1) first multiplying the rentable square feet of the space subject to the applicable Existing Lease being converted to use by Tenant (as set forth on Exhibit L) by [_____] and (2) then multiplying the result by a fraction, the numerator of which is the number of whole months remaining in the Primary Term as of the date of Tenant's request under Section 22(f) and the denominator of which is 240.

(ss) "**Tenant's Representatives**" shall mean Tenant's subtenants, shareholders, agents, directors, officers, employees, contractors, invitees or licensees.

(tt) "**Tenant's Trade Fixtures**" shall mean all personal property of Tenant in or on the Premises which are not necessary for the operation of the Improvements. Tenant shall have the right, at any time, to substitute customary office fixtures for any fixtures previously installed in the Premises.

(uu) "**Term**" shall mean the Primary Term and the exercised Renewal Terms,

(vv) "**Termination Date**" has the meaning given to such term in Section 13.2(a).

(ww) "**Termination Value**" means the amounts set forth on Exhibit D.

37. DEMISE OF PREMISES; QUIET ENJOYMENT:

(a) Landlord hereby demises and leases to Tenant and Tenant hereby leases and rents from Landlord the Premises, on the tem1s and conditions set forth in this Lease.

(b) So long as this Lease is in full force and effect, subject to Article 15, Tenant shall at all times during the Term peaceably and quietly enjoy the Premises without any disturbance from Landlord or from any person claiming by, through, or under Landlord. Exercise by Landlord of its rights to enter upon the Premises as set forth in this Lease shall not constitute a violation of this subsection.

(c) THE LEASE OF THE PREMISES FROM LANDLORD TO TENANT PURSUANT TO THIS LEASE IS ON AN "AS IS" BASIS, IT BEING AGREED THAT TENANT WILL LEASE THE PREMISES IN THEIR PRESENT CONDITION, WITH ALL FAUL TS. TENANT ACKNOWLEDGES THAT TENANT IS FULLY FAMILIAR WITH THE PHYSICAL CONDITION OF THE PREMISES AND THAT LANDLORD MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED, WITH RESPECT TO SAME. EXCEPT FOR LANDLORD'S COVENANT OF QUIET ENJOYMENT SET FORTH HEREIN, LANDLORD MAKES NO, AND EXPRESSLY HEREBY DENIES ANY, REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OR SUITABILITY OR ENVIRONMENTAL CONDITIONS OF, OR TITLE TO, THE PREMISES TO THE EXTENT PERMITTED BYLAWS, AND TENANT WAIVES ANY RIGHT OR REMEDY OTHERWISE ACCRUING TO TENANT ON ACCOUNT OF THE CONDITION OR SUIT ABILITY OF THE

PREMISES, OR TITLE TO THE PREMISES, AND TENANT AGREES THAT IT TAKES THE PREMISES "AS IS," WITHOUT ANY SUCH REPRESENTATION OR WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES. TENANT HAS EXAMINED THE PREMISES AND TITLE TO THE PREMISES, AND HAS FOUND ALL OF THE SAME SATISFACTORY FOR ALL PURPOSES.

38. USE:

Tenant may use and occupy the Premises only for general office use and uses accessory or ancillary thereto, and for any other lawful use consistent with a building predominantly used for offices, or for any other use consented to by Landlord, such consent not to be unreasonably withheld, conditioned or delayed. Any use of the premises for any public use, including without limitation public retail or restaurant purposes, must be consented to by Landlord, such consent not to be unreasonably withheld, conditioned or delayed. In all events, Tenant shall not use or occupy the same, or knowingly permit them to be used or occupied, contrary to any Applicable Laws; or in any manner which would violate any certificate of occupancy affecting the same (as such certificate of occupancy may be modified from time to time by Tenant in connection with alterations to the Premises and use changes, in each case permitted hereunder); or which would cause structural injury or material physical waste to the Premises; or unreasonably increase the risk of violation of Environmental Laws; or which would constitute a public or private nuisance or waste. Tenant shall promptly, upon discovery of any such use, take all necessary steps to compel the discontinuance of such use.

39. TERM:

(a) The Primary Term shall be for a period beginning on the Commencement Date and ending on the Lease Expiration Date, or such earlier or later date as hereinafter provided.

(b) Tenant shall have the right, at its option, to renew the Term of this Lease for two (2) renewal terms (the "**Renewal Terms**"), which shall renew the Term for an additional five (5) years each, Each Renewal Term shall commence immediately upon the expiration of the preceding term and shall expire on the fifth (5th) anniversary of the last day of the preceding term. The option to renew the Term of this Lease as described above shall be exercisable by Tenant giving notice to Landlord (the "**Renewal Notice**") not less than twenty-four (24) months prior to the Lease Expiration Date or not less than twenty-four (24) months prior to the expiration of the previous Renewal Term, as the case may be. Time shall be of the essence with respect to the date of exercising the option, any principle of law to the contrary notwithstanding. Except for the Fixed Rent the terms and conditions of this Lease shall apply to each Renewal Term with the same force and effect as if such Renewal Term had originally been included in the Primary Term of this Lease. The right of Tenant to the Renewal Terms shall be conditioned upon the following: (i) no Event of Default shall have occurred and remain uncured (A) as of the date on which the Renewal Notice is delivered and (B) on the Lease Expiration Date or expiration of the previous Renewal Term, as the case may be; and (ii) this Lease being in full force and effect as of the Lease Expiration Date or expiration of the previous Renewal Term, as the case may be.

(c) Each notice of election to extend given in accordance with the provisions of this Section 4 shall, subject to the other provisions of this Section, automatically extend this Lease for

the Renewal Term selected, without further writing, provided, however, either party, upon request of the other, will execute and acknowledge, in form suitable for recording as an amendment to the Notice of Lease, an instrument confirming any such extension. Time shall be of the essence with respect to the giving of notice by Tenant to extend this Lease. Tenant shall have no right to extend this Lease except as provided in this Section 4.

40. RENTAL:

(a) Tenant shall pay to Landlord the following amounts as Rent for the Premises:

(i) Beginning on the Commencement Date and thereafter on the first day of each month during the Primary Term, Tenant shall pay to Landlord, as annual rent, the Fixed Rent, in the amounts specified on Exhibit C hereto, payable in advance in equal monthly installments (pro-rated for any partial month).

(ii) During any exercised Renewal Term, Tenant shall pay to Landlord as annual Fixed Rent an amount equal to [_____].

(iii) Beginning on the Effective Date, and throughout the Term, Tenant shall pay all Additional Rent, whether or not such an1ounts of money or charges are designated Additional Rent.

(iv) 40.1.1 As security of the performance of Tenant's obligations under this Lease, Tenant shall deliver to Landlord on the Commencement Date and retain in place throughout the Primary Term a security deposit ("Security Deposit") in the amount of [_____] (the "Security Amount"). The Security Deposit shall, at Tenant's option, be in the form of a cash deposit in an interest-bearing account maintained by Mortgagee (with interest released to Tenant annually so long as no Event of Default exists and Tenant being responsible for all income taxes thereon) or a letter of credit from a bank and on terms reasonably acceptable to Landlord and Mortgagee, but in no event issued by a bank with a credit rating of less than "A" (the "Letter of Credit").

40.1.2 Each Letter of Credit shall (i) expire on the date which is 30 days after the Expiration Dale (the "LC Date") or (ii) be automatically self-renewing until the LC Date unless notice of non-renewal is given to Landlord at least 30 days prior to expiration. Tenant shall deliver to Landlord a new conforming Letter of Credit or cash deposit in the amount of the Security Amount within twenty (20) days of such thirty (30) day notice, and failure to do so shall permit Landlord to draw the full amount of the Letter of Credit and hold the proceeds as a cash Security Deposit.

40.1.3 Landlord shall have the right to draw on the Letter of Credit (i) upon the occurrence and during the continuance of a Material Event of Default or (ii) if the Letter of Credit is not extended for an additional one year term on or before the date that is 30 days prior to its expiration date. If Landlord shall have drawn upon the Security Deposit to remedy any Event of Default by Tenant (in the amount reasonably required by Landlord to cure such Event of Default), or if the Letter of Credit is dishonored for any reason, Tenant shall, within thirty (30)

days after notice of such reduction, deliver to Landlord a cash deposit or replacement Letter of Credit or an additional Letter of Credit, in form and substance reasonably satisfactory to Landlord, issued by the same bank (or other bank reasonably satisfactory to Landlord) in the amount necessary to restore the Letter of Credit to the Security Amount. If the Letter of Credit is drawn for non-renewal (as provided in clause (ii) above), the amount drawn shall be held by Mortgagee (or if there is no Mortgagee, by Landlord) as the Security Deposit in accordance with this Section 5(a)(iv).

40.1.4 Within 30 days following the Expiration Date: (i) Landlord shall return to Tenant the Security Deposit then held by Landlord, if any or (ii) if Landlord shall have drawn upon the Security Deposit to remedy any Event of Default by Tenant, Landlord shall return to Tenant that portion of the proceeds of the Security Deposit not so applied by Landlord.

40.1.5 In the event of a sale of the Premises, Landlord shall transfer the Security Deposit to the vendee assuming Landlord's obligations under this Lease, and, upon such transfer, provided that such vendee assumes in writing all of Landlord's obligations under this Lease, Landlord shall be released from all liability for the return of the Security Deposit. Tenant shall pay any fees and costs charged by the issuer of any letter of credit in connection with a transfer of a letter of credit Security Deposit in accordance with the terms of this Section 5(a)(iv)(E). Landlord and/or the transferee shall give notice to Tenant of such transfer within a prompt time after the closing thereof. Tenant agrees to look solely to the new Landlord for the return of the Security Deposit, and the provisions hereof shall apply to every transfer or assignment made of the Security Deposit to a new landlord.

40.1.6 Neither Landlord nor Tenant shall assign or encumber or attempt to assign or encumber the Security Deposit, except in connection with a collateral assignment of the Lease or pursuant to Section 5(E), and neither Landlord, Tenant, nor their respective successors or assigns shall be bound by any such unpermitted assignment, encumbrance or attempted assignment or encumbrance.

(b) It is the intention of Landlord and Tenant that the Fixed Rent payable during the entire Term shall be absolutely net of all costs and expenses incurred in connection with the management, operation, maintenance and repair of the Premises in accordance with this Lease. Landlord shall have no obligations or liabilities whatsoever with respect to the ownership, management, operation, maintenance or repair of the Premises during the Term of this Lease. Tenant shall manage, operate, maintain and repair the Premises (or cause the Premises to be managed, operated, maintained and repaired) in accordance with this Lease and shall pay (or cause to be paid) all costs and expenses incurred in connection therewith before such costs or expenses become delinquent, including any expenses allocable to the Premises. Without limiting the generality of the foregoing, beginning on the Commencement Date and throughout the entire Term, Tenant shall pay, as Additional Rent, all Property Taxes and all Other Taxes that accrue during or are allocable to the Term of this Lease.

(c) Tenant shall pay all Fixed Rent to Landlord, in advance, on or before 2 p.m. eastern time on the first day of each and every calendar month during the Term of this Lease without notice, by wire transfer or other electronic means (or otherwise so there are collected funds available to Landlord on the due date). Interest at the Overdue Rate shall accrue and be payable by Tenant on Fixed Rent not paid by the due date thereof, from the due date thereof to the date of actual payment. Tenant shall pay all Additional Rent when due to the Person entitled thereto. Tenant shall pay all Fixed Rent to Landlord without notice, demand, deduction or offset, in lawful money of the United States of America, to the bank account designated by Landlord, or to such other Person or at such other place as Landlord may from time to time designate by notice to Tenant pursuant to Section 18 herein.

(d) In the event Tenant fails to pay any Fixed Rent or Additional Rent payable to Landlord within five (5) days after the due date thereof, in addition to paying interest to Landlord at the Overdue Rate as set forth above to the extent that Landlord is liable therefor to Mortgagee as a result thereof, Tenant shall pay Landlord a late charge in an amount equal to four percent (4%) of the amount of such late payment to the extent that Landlord is liable therefor to Mortgage as a result of such failure, provided, that if Mortgagee imposes a late charge on late payments of debt service at the time in question at a lower percentage rate, Tenant shall only be required to pay a late charge to Landlord hereunder at such lower percentage rate. In no event shall such late payment charges be deemed to grant to Tenant a grace period or extension of time within which to pay any Rent or prevent Landlord from exercising any right or enforcing any remedy available to Landlord upon Tenant's failure to pay all Rent due under this Lease in a timely fashion, including the right to terminate this Lease.

(e) If any day on which Fixed Rent or Additional Rent is due falls on a day which is not a Business Day, such Fixed Rent and/or Additional Rent shall be due and payable on the next succeeding Business Day without interest or penalty if paid on such Business Day.

(f) Tenant shall pay Additional Rent directly to the Person entitled thereto. In the event of any failure by Tenant to pay or discharge any amount of Additional Rent, Landlord shall have all rights, powers and remedies provided for herein or by law or otherwise.

(g) All taxes, operating costs and revenues relating to the Premises (including rents, tax and operating cost pass-throughs to subtenants and licensees under the Existing Leases and all reconciliations thereof, including amounts owed by and amounts owed to such subtenants and licensees) shall be prorated between Landlord and Tenant as of the Commencement Date and as of the end of the Term in a commercially reasonable manner so that Tenant is only responsible for taxes and operating costs applicable to the Term, and is entitled to revenues (including payments from such subtenants, licensees and any third parties) and responsible for payments to such subtenants, licensees and any third parties with respect to taxes and operating costs applicable to the Term, and, correspondingly, Landlord is entitled to revenues (including payments from such subtenants, licensees and any third parties) and responsible for payments to such subtenants, licensees and any third parties with respect to taxes and operating costs applicable to periods other than the Term.

41. TAXES:

(a) Tenant shall pay, as Additional Rent, all Property Taxes prior to the assessment of any interest or penalty for late payment.

(b) Tenant shall pay, as Additional Rent, all Other Taxes prior to the assessment of any interest or penalty for late payment.

(c) Except as set forth in subsection (d), Tenant shall pay all Property Taxes and Other Taxes directly to the appropriate taxing authorities. Tenant shall furnish Landlord, within 15 days after payment of Property Taxes and Other Taxes, official receipts of the appropriate taxing authority, if any, or other appropriate proof reasonably satisfactory to Landlord, evidencing the payment of the same. The certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Imposition may be relied upon by Landlord as sufficient evidence that such Imposition is due and unpaid at the time of making or issuance of such certificate, advice or bill.

(d) During the continuance of a Material Event of Default hereunder, Landlord may deliver to Tenant Landlord's reasonable estimate of the Property Taxes and Other Taxes which it anticipates will be paid or incurred for the ensuing twelve-month period and Tenant shall pay to the Mortgagee (or if there is no Mortgagee, to Landlord) with the installments of Fixed Rent an amount equal to the estimated amount of such Property Taxes and Other Taxes for such year in equal monthly installments during such year such that the applicable party will have accumulated an amount sufficient to pay such Property Taxes and Other Taxes in full prior to the assessment of any interest or penalty for late payment. Payment by Tenant of estimated amounts of Property Taxes and Other Taxes under this subsection shall be considered as performance of such obligation under the provisions of subsections (a) and (b) above. If Landlord shall have elected to bill Tenant for Property Taxes and Other Taxes on an estimated basis in accordance with this provision, Landlord will furnish to Tenant within 120 days following the end of the applicable calendar or fiscal year, as the case may be, a statement setting forth (i) the amount of such Property Taxes and Other Taxes paid or incurred during the just ended calendar or fiscal year, and (ii) the amount that Tenant has paid to Landlord for credit against such expenses for the stated period. Landlord shall, at its election, either (i) credit the amount of any overpayment toward the next ensuing payment or payments of Property Taxes and Other Taxes that would otherwise be due or (ii) refund in cash to Tenant the amount of such overpayment. If such year-end statement shall show that Tenant did not pay its obligation for such Property Taxes and Other Taxes in full, then Tenant shall pay to Landlord the amount of such underpayment within 10 Business Days after Landlord's billing of same to Tenant. If Tenant subsequently cures all Events of Default, any amounts held by Mortgagee or Landlord hereunder will be refunded to Tenant. The provisions of this Section shall survive the expiration or earlier tem1ination of this Lease.

(e) Tenant shall have the right to contest the amount or validity, in whole or in part, of any Property Tax or Other Tax or to seek a reduction in the valuation of the Premises as assessed for real estate property tax purposes by appropriate proceedings diligently conducted in good faith pursuant to Section 26 herein and Landlord shall reasonably cooperate with Tenant in connection with such efforts. Notwithstanding the foregoing, Landlord shall not be required to join in any proceeding referred to in this subsection

unless required by law, in which event Landlord shall, upon written request by Tenant, join in such proceedings or permit the same to be brought in its name. Tenant covenants that Landlord shall not suffer or sustain any costs or expenses (including, but not limited to, counsel fees) or any liability in connection with any such proceeding. No such consent shall subject Landlord to any material civil liability or the risk of any criminal liability.

42. **NET LEASE**: NON-TERMINABILITY:

(a) This is an absolutely net lease, and the Rent and all other sums payable hereunder by Tenant shall be paid without notice (except as expressly provided herein), demand, set-off, counterclaim, abatement, suspension, deduction or defense. It is the intention of the parties hereto that the Fixed Rent shall be an absolutely net return to Landlord throughout the Term of this Lease. In order that such Fixed Rent shall be absolutely net to Landlord, Tenant shall pay when due, and save Landlord harmless from and against, any and all costs, charges and expenses attributable to the Premises and allocable to the Term, including but not limited to, each fine, fee, penalty, charge (including governmental charges), assessments, sewer rent, Impositions, insurance premiums, utility expenses, carrying charges, costs, expenses and obligations of every kind and nature w]1atsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, in any manner relating to the ownership, leasing, operation, management, maintenance, repair, rebuilding use or occupation of the Premises, or of any portion thereof. Notwithstanding anything to the contrary contained in this Lease except as expressly set forth in Section 5(d) and 15. l(a)(iv), in no event shall Tenant be responsible for any costs or expenses, including payments of principal and interest, in connection with any mortgage or security interest encumbering Landlord's interest in the Premises.

(b) This Lease shall not terminate, nor shall Tenant have any right to terminate this Lease, nor shall Tenant be entitled to any abatement or reduction of Rent hereunder, nor shall the obligations of Tenant under this Lease be affected, by reason of (i) any damage to or destruction of all or any part of the Premises from whatever cause; (ii) subject to Section 13 herein, the taking of the Premises or any portion thereof by condemnation, requisition or otherwise; (iii) the prohibition, limitation or restriction of Tenant's use of all or any part of the Premises, or any interference with such use; (iv) Tenant's acquisition or ownership of all or any part of the Premises otherwise than as expressly provided in Section 13.Z(a) hereof; (v) any default on the part of Landlord under this Lease, or under any other agreement to which Landlord and Tenant may be parties; or (vi) any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements; that the Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events; and that the obligations of Tenant hereunder shall continue unaffected unless the requirement to pay or perform the same shall have been terminated pursuant to any express provision of this Lease. Tenant agrees that Tenant will not be relieved of the obligations to pay Fixed Rent or any Additional Rent in case of damage to or destruction of the Premises.

(c) Tenant shall remain obligated under this Lease in accordance with its terms, and will not take any action to terminate, rescind or avoid this Lease, notwithstanding (i) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation,

dissolution or winding-up or other proceeding affecting Landlord or its successor in interest; or (ii) any action with respect to this Lease which may be taken by any trustee or receiver of Landlord or its successor in interest or by any court in any such proceeding; provided, in each such case, this Lease and Tenant's rights under this Lease remain in full force and effect.

(d) Tenant waives all rights which may now or hereafter be conferred by law (i) to quit, terminate or surrender this Lease or the Premises or any part thereof; or (ii) to any abatement, suspension, deferment or reduction of the Rent or any other sums payable under this Lease, except as otherwise expressly provided herein.

43. SERVICES:

Tenant shall, at Tenant's sole cost and expense, supply the Premises with all services and utilities relating to the use thereof, including without limitation electricity, heating, ventilating and air conditioning, water, natural gas, lighting, replacement for all lights, restroom supplies, telephone service, window washing, security service, janitor, scavenger and disposal services (including hazardous and biological waste disposal), drainage, sewer and such other services as Tenant determines to furnish to the Premises. Landlord shall not be in default hereunder or be liable for any damage or loss directly or indirectly resulting from, nor shall the Fixed Rent or Additional Rent be abated or a constructive or other eviction be deemed to have occurred by reason of, the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, any failure to furnish or delay in furnishing any such services, whether such failure or delay is caused by accident or any condition beyond the control of Landlord or Tenant or by the making of repairs or improvements to the Premises, or any limitation, curtailment, rationing or restriction on use of water, electricity, gas or any form of energy serving the Premises, whether such results from mandatory governmental restriction or voluntary compliance with governmental guidelines. Tenant shall pay the full cost of all of the foregoing services and all other utilities and services supplied to the Premises as Additional Rent; and Tenant shall indemnify and hold harmless Landlord and any Mortgagee from any loss, damage or liability to any party supplying such services or utilities, including without limitation reasonable attorneys' fees.

44. REPAIRS AND MAINTENANCE:

(a) Tenant shall, at its expense, keep the Premises and its component parts in good order and condition, consistent with comparable buildings in Fairfield County, Connecticut of similar size, age and use, at all times during the Term of this Lease, preserving the effectiveness of any material warranties relating thereto, and will make all capital and noncapital, structural and non-structural, foreseen and unforeseen, ordinary and extra-ordinary repairs, in compliance with Applicable Laws. The parties shall arrange an annual inspection by Landlord's representatives to review compliance with Tenant's obligations hereunder. If any building system or component currently in use shall become obsolete to a degree that it is no longer necessary for the Premises to function properly (and another system or component has not become necessary in replacement therefore), Tenant, at its sole cost and expense, may remove such item from the Premises and shall not be obligated to replace the same. Notwithstanding the foregoing, it is intended by the parties that Landlord shall have no obligation to repair or maintain the Premises (or any equipment therein), whether ordinary or extraordinary.

(b) Upon the expiration of the Term of this Lease or earlier termination of this Lease, Tenant will also provide Landlord with copies of any operating manuals in Tenant's possession relating to (i) to the extent the same is then located in the Premises, any new equipment added to the Premises by Tenant after the Commencement Date and (ii) to the extent the same is then located in the Premises, replacement equipment added to the Premises after the Commencement Date, as well as (iii) updates and supplements to any such operating manuals relating to equipment then located on the Premises. Tenant shall not install any underground storage tank on the Land.

45. DESTRUCTION OF OR DAMAGE TO PREMISES:

(a) If the Premises, or any part thereof, are damaged by fire or other casualty during the Term, Tenant shall promptly and diligently repair such damage and restore the Premises to substantially the same or better condition as existed before the occurrence of such fire or other casualty, using materials of the same or better grade than that of the materials being replaced, and this Lease shall remain in full force and effect. Such repair and replacement by Tenant shall be done in accordance with Sections 9 and 22 herein, subject to then Applicable Laws, and Tenant shall, at its expense, obtain all permits required for such work. In no event shall Fixed Rent or Additional Rent abate, nor, subject to Section 10(c), shall this Lease terminate by reason of such damage or destruction. Provided that (i) no Material Event of Default has occurred hereunder and is continuing and (ii) Tenant has delivered to Landlord plans and specifications for such repair and restoration (all of which Landlord shall have approved in accordance with, and to the extent required, under this Lease), then subject to compliance by Tenant with the provisions of Section 10(b)(iii) below, Landlord shall cause the Proceeds Trustee to make available to Tenant all insurance proceeds paid directly by the insurer to the Proceeds Trustee and all insurance proceeds actually received by Landlord and not paid over to the Proceeds Trustee on account of such casualty, for application to the costs of such repair and restoration, as set forth in Section 10(b). Tenant's obligations under this Section 10 shall survive the termination or expiration of this Lease.

(b) In the event the estimated cost of reconstruction is in excess of an amount equal to Fixed Rent for the three (3) full calendar months immediately following the date of the casualty (the "Materiality Threshold"), all insurance proceeds for restoration of the Premises (as opposed to proceeds for business interruption, Tenant's personal property or other items) shall be paid to or deposited with the Proceeds Trustee in the name of the Proceeds Trustee as trustee for Landlord and Tenant and disbursed in the manner hereinafter provided, and Landlord shall pay any insurance proceeds it receives to the Proceeds Trustee for application as provided in this Section l 0. In the event the estimated cost of reconstruction is equal to or less than the Materiality Threshold, all insurance proceeds for restoration of the Premises (and for business interruption, Tenant's personal property and all other items payable in connection with such casualty) shall be paid to Tenant. If no Mortgage is then in effect, the Proceeds Trustee shall be designated by Landlord. Insurance proceeds shall be deposited in an interest bearing account (so long as Tenant delivers to Landlord and the Proceeds Trustee the tax forms and other documents required to establish an interest-bearing account) and, to the extent not disbursed by the Proceeds Trustee for restoration pursuant to this Section I 0, interest shall be distributed to Tenant upon completion of said repair, replacement or rebuilding, provided no Material Event of Default has occurred and is continuing hereunder. All checks drawn on

said account shall be co-signed by the Proceeds Trustee and Tenant. Provided that insurance proceeds are to be held by the Proceeds Trustee pursuant to this Section 10 and no Material Event of Default has occurred and is continuing hereunder, insurance proceeds shall be disbursed to Tenant by the Proceeds Trustee under the following procedure:

(i) No more frequently than once per calendar month, Tenant may request that the Proceeds Trustee pay, out of such insurance proceeds, the costs incurred by Tenant to repair and restore the Premises during the immediately preceding calendar month, less customary retainage retained by Tenant from the contractor, as reflected in the contractor's request for payment. Tenant's request shall include a certification by Tenant, Tenant's independent, licensed architect or its general contractor that all work for which reimbursement is requested was performed in compliance with the plans and specifications approved by Landlord pursuant to Section 22 herein and all Applicable Laws, and shall include reasonably satisfactory evidence of the costs incu1Ted by Tenant and the proper application by Tenant of prior disbursements by the Proceeds Trustee to or at the direction of Tenant and conditional lien releases in form and substance reasonably satisfactory to the Proceeds Trustee executed by those Persons being paid from such disbursement, to the extent that such waivers are permitted under Applicable Laws and that such Persons would continue have liens (or the right to file liens) with respect to such amounts absent the providing of such waivers.

(ii) Within 20 days after receiving Tenant's request, the Proceeds Trustee shall approve or disapprove Tenant's request, which approval shall not be unreasonably withheld as to any portion of the request, by notice to Tenant. If the Proceeds Trustee approves all or any portion of a request and the Proceeds Trustee has received (and not previously disbursed) insurance proceeds, then the Proceeds Trustee's approval shall include a check or be accompanied by a wire transfer in the amount approved by the Proceeds Trustee. If the Proceeds Trustee disapproves all or any portion of a request, then the Proceeds Trustee's notice shall state the reasons for that disapproval. The Proceeds Trustee's failure to deliver a notice approving or disapproving a request within such 20 day period shall be conclusively deemed the Proceeds Trustee's approval of the request, provided that, not less than IO days prior to the end of such 20 day period, Tenant delivers a second notice, in bold face, 14 point type, to the Proceeds Trustee stating that failure of the Proceeds Trustee to respond within such 20 day period will be deemed to constitute such approval.

(iii) In addition, prior to commencement of restoration and at any time during restoration, if the estimated cost of restoration, as reasonably determined by the Proceeds Trustee, exceeds the then amount of the proceeds account, the amount of such excess shall be paid by Tenant before any funds are released from the proceeds account. So long as no Material Event of Default has occurred and is continuing, any sum which remains in the proceeds account upon the completion of restoration shall be paid to Tenant.

(iv) All costs and expenses of the Proceeds Trustee shall be paid by Tenant.

(c) Notwithstanding the foregoing, if during the last three (3) years of the Term, a casualty occurs and the cost to repair or rebuild the Building is reasonably estimated to exceed seventy-five percent (75%) of the replacement cost of the Building, then Tenant may terminate this Lease by giving written notice thereof to Landlord within 90 days after the date of such damage or destruction. If Tenant makes such election, (i) the Term shall expire upon the 30th day after notice of such election is given by Tenant; (ii) on or prior to the date of expiration, Tenant shall vacate the Premises and surrender the same to Landlord in accordance with the provisions of Article 21; and (iii) on or prior to the date of expiration, Tenant shall assign to Landlord all of its rights to any construction in progress and insurance proceeds for restoration of the portions of the Premises that are Landlord's property.

46. INSURANCE. HOLD HARMLESS AND INDEMNIFICATION:

46.1. Release and Indemnification.

(a) Landlord shall not be liable to Tenant for any damage to or loss or theft of any property or for any bodily or personal injury, illness or death of any person in, on or about the Premises arising during the Term and from any cause whatsoever except to the extent caused by the gross negligence or willful misconduct of Landlord or any Landlord Party. Except to the extent caused by the gross negligence or willful misconduct of Landlord or any Landlord Party, Tenant waives all claims against Landlord or any Landlord Party arising from any liability described in this subsection.

(b) Tenant shall pay and indemnify and defend Landlord, Landlord's Representatives and any Mortgagee against and hold Landlord, Landlord's Representatives and any Mortgagee harmless from all claims, demands, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees and disbursements, arising during the Term and arising from or related to (i) any use or occupancy of the Premises, (ii) any condition of the Premises, (iii) any default in the performance of Tenant's obligations hereunder, (iv) any damage to any property (including property of employees and invitees of Tenant) or any bodily or personal injury, illness or death of any person (including employees and invitees of Tenant) from any cause whatsoever, occurring in, on or. about the Premises or any part thereof or any part of the Improvements or the Land constituting a part of the Premises or occurring outside the Premises when such damage, bodily or personal injury, illness or death is caused by any act or omission of Tenant or Tenant's Representatives, except, in the case of (i) through (iv) above, to the extent caused by (w) the gross negligence or willful misconduct of Landlord or any Landlord's Party; or (x) the gross negligence or willful misconduct of any Mortgagee, or its agents, contractors, employees or invitees. This Section shall survive the termination of this Lease with respect to any event arising or occurring during the Term.

(c) Should any event occur for which any Person is entitled to indemnification pursuant to subsection (b) above or other provisions of this Lease, such Person shall provide prompt written notice to Tenant describing the nature of such claim (provided, however, that the failure by such Person to so notify Tenant shall not limit or otherwise affect the obligations and liabilities of Tenant hereunder provided that such failure does not materially prejudice Tenant's defense of the claim for which indemnification is sought). Tenant may assume responsibility for any action to be taken to contest the claim,

provided that Tenant notifies the indemnified Person in writing of its intention to contest such claim within ten (I 0) days after receipt of notice of the claim. Tenant, at its sole expense, may control all proceedings relating to such contest, provided that no Material Event of Default is continuing and that Tenant has acknowledged its obligation to provide indemnification hereunder relating to the applicable claim. The indemnified Person will cooperate with Tenant in contesting such claim, provided that Tenant indemnifies and holds harmless the indemnified Person for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) relating to contesting such claim. Any counsel selected by Tenant hereunder shall be reasonably acceptable to the indemnified Person (Landlord hereby agreeing on behalf of itself and each indemnified Person that counsel selected by Tenant's insurer shall be deemed acceptable to such parties), and the indemnified Person, at its option, shall have the right to contest such claim at Tenant's expense through separate counsel in the event any claims against or defenses of such Person are in conflict under the applicable standards of professional conduct with those of Tenant, and Tenant shall be obligated to pay for all reasonable costs and expenses (including without limitation reasonable attorneys' fees and expenses) actually incurred relating to any such separate contest of such claim.

(d) Nothing contained in this Lease will be deemed a release of, or require Tenant to indemnify, any Landlord Party with respect to matters arising in capacities not arising from Landlord's status as "Landlord" hereunder (or, in the case of mortgagee, in its capacity as mortgagee), including without limitation a Landlord Party's status as manager under a management agreement relating to the Premises (which shall be governed by the terms of such management agreement) or as owner, manager, tenant, service provider to, or subtenant of, the Premises or neighboring properties.

46.2. Insurance. Tenant shall, at all times during the Term, at Tenant's sole expense, obtain and keep in force the following:

(a) (i) comprehensive commercial general liability insurance, including contractual liability (specifically covering this Lease), fire legal liability, and premises operations, all on an "occurrence" policy form, with a minimum combined single limit (inclusive of any excess or umbrella liability coverage) in the amount of $30,000,000 per occurrence for bodily or personal injury to, illness of, or death of persons and damage to property occurring in, on or about the Premises, and such insurance shall name Landlord and the Mortgagee as additional insureds. Tenant shall, at Tenant's expense, be responsible for insuring Tenant's furniture, equipment, fixtures, computers, office machines and personal property, and neither Landlord nor Mortgagee shall be entitled to proceeds of such personal property insurance.

(ii) worker's compensation and employer's liability insurance as required by law;

(iii) insurance against loss (including earthquake and flood, if applicable, and terrorism if commercially available at reasonable rates and if being carried by prudent owners of office buildings similar to the Building in the vicinity of the Building) or damage to the Premises by fire and all other risks of physical Joss covered by insurance of the type now known as "all risk," with difference in conditions coverage, in an amount not less than the full replacement cost of the

Premises (without deduction for depreciation), including the cost of debris removal;

(iv) insurance for boilers and pressure vessels or equipment located on the Premises in a minimum amount of $2,000,000 per occurrence.

(v) In the event that the foregoing insurance requirements in this Section 11.2(a) shall be below the level of insurance then being carried by prudent owners of office buildings similar to the Building in the vicinity of the Building, Tenant shall, at Landlord's request, increase the required amount of insurance to such amounts, or carry additional insurance of such types, as are then being carried by such prudent owners; provided, however, in no event shall Landlord have the right to increase such required insurance amounts or require additional insurance more often than once every five (5) years.

(b) All insurance required to be maintained by Tenant under this Section and all renewals thereof shall be issued by companies authorized to do and doing business in the State of Connecticut and having Standard & Peer's Corporation claims paying ability rating of at least "A-". In the event that Tenant's insurance company's Standard & Poor's Corporation claims paying ability rating falls below an "A-" rating, unless Landlord and Mortgagee, acting reasonably, consent to an insurance company with a lower rating, Tenant shall diligently, and in all events within not more than one hundred eighty (180) days after becoming aware of the insurance company's downgrade, acquire all insurance required to be maintained by Tenant hereunder from a new insurance company having Standard & Poor's Corporation claims paying ability rating of at least "A-"; provided however, that at no time shall Tenant permit any insurance policy to lapse. Deductible amounts shall not exceed the following without Landlord's and Mortgagee's prior written approval, not to be unreasonably withheld: (a) $1,000,000 for policies required in Sections l l.2(a)(i) and (ii); (b) $1,000,000 for policies required in Section 11.2(a)(iii), excluding catastrophic perils of windstorm, flood and earthquake, the deductibles for which shall not exceed five percent (5%) of replacement cost. Each policy to be maintained by Tenant hereunder shall provide that such policy may not be canceled without thirty (30) days' prior written notice (ten (10) days' for non-payment of premiums) from the insurer to Landlord and Mortgagee. In no event shall Tenant agree to materially reduce or alter any policy in violation of the minimum requirements provided in this section 1 l(b) during the term of such policy without the prior written consent of Landlord and Mortgagee. All Property insurance required in Section 11.2(a)(iii) above shall list Landlord and Mortgagee as "loss payee" as their interests may appear. All liability policies required in Section 11.2(a)(i) shall name the Landlord and Mortgagee as "additional insureds". All insurance shall be primary and non-contributing with any insurance which may be carried by the Landlord. Landlord agrees that the cost of any insurance obtained by Landlord shall not be deemed an expense reimbursable by Tenant under this Lease. Tenant shall afford coverage for claims based on acts, omissions, events or conditions that occur or arose during the policy period. Tenant may provide such insurance under "blanket" policies, and where available and practicable, provide for "per location" limits for insurance required in Sections 11.2(a)(i) and (ii). Upon the issuance of each such policy to be maintained by Tenant, Tenant shall deliver a certificate thereof (Acord 28 form or equivalent, in the case of the insurance described in Section 11.2(a)(iii) above) to Landlord for retention by Landlord or the Mortgagee. Landlord and/

or Mortgagee, shall have the right, upon reasonable notice to Tenant, to inspect and review all insurance policies required to be maintained by Tenant at Tenant's corporate headquarters or such other location where Tenant keeps said policies.

(c) Notwithstanding anything to the contrary contained herein, to the extent permitted by law, Landlord and Tenant each hereby waives its respective right of recovery against the other and each releases the other from any claim arising out of loss, damage or destruction to the Premises and contents thereon or therein, to the extent of net insurance proceeds actually received by the releasing party or the Proceeds Trustee, whether or not such loss, damage or destruction may be attributable to the fault or negligence of either party, or any of its respective partners, members, agents, invitees, contractors or employees, or any agents, invitees, contractors or employees of any partner or member of such party. The property insurance policy shall include a waiver of the insurer's rights of subrogation. If such waiver is not available at reasonable cost, the responsible party shall promptly notify the other of such fact. Each party shall look first to the proceeds of its respective property insurance policy (and, if any party is self-insured, to its own funds to the extent such loss, damage or destruction would have been covered if such party did not self-insure against such loss, damage or destruction) to compensate it for any such loss, damage or destruction.

(d) Tenant shall not obtain or carry separate insurance concurrent in form or contributing in the event of loss with that required in this Section 11.2 to be furnished by Tenant, unless Landlord and Mortgagee are named as Joss payee, as their interests may appear, on all property policies and Landlord and Mortgagee are included therein as additional insureds on all liability policies, with loss payable as in this Lease provided. Tenant shall immediately notify Landlord whenever any such separate insurance is obtained and shall deliver to Landlord and Mortgagee certificates evidencing the same.

(e) Tenant shall comply in all material respects with all of the terms and conditions of each insurance policy maintained pursuant to the terms of this Lease, and shall not use the Premises in any manner which would void or otherwise adversely affect any insurance then in force with respect thereto.

47. <u>COMPLIANCE WITH LAWS. COVENANTS</u>:

(a) Throughout the Term, Tenant, at its sole cost and expense, shall promptly comply and cause the Premises to comply in all material respects with any and all present and future Jaws, including, without limitation, the Americans with Disabilities Act of 1990, as the same may be amended from time to time, ordinances (zoning or otherwise), orders, rules, regulations and requirements of all Federal, State, municipal and other governmental bodies having jurisdiction over the Premises and the appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Premises are situated, or any other body now or hereafter constituted exercising lawful or valid authority over the Premises, or any portion thereof, or exercising authority with respect to the use or manner of use of the Premises, and whether the compliance, curing or removal of any such violation and the costs and expenses necessitated thereby shall have been foreseen or unforeseen, ordinary or extraordinary, and whether or not the same shall be presently within the contemplation of Landlord or Tenant or shall involve any change in governmental policy, or require

structural or extraordinary repairs, alterations or additions by Tenant and irrespective of the amount of the costs thereof; provided, that for purposes hereof a "material" violation shall mean a violation which, if remaining uncured, could subject a Landlord Party to criminal liability or is estimated to cost in excess of $100,000 (which amount shall increase on each anniversary of the date hereof by the relative increase in the Consumer Price Index, All Urban Consumers, All Items, Seasonally Adjusted ("**CPI**") during such yearly period) to cure and provided further that Tenant will indemnify the Landlord Parties against all costs, liabilities and claims arising from failure of the Premises to comply with laws, regardless of whether any such noncompliance is "material"; and provided further that Landlord acknowledges and agrees that it will not allege a material violation of laws and requirements based on the status of the Premises on the Commencement Date absent receipt by Landlord of a written notice from an applicable governmental authority alleging material violation of applicable laws and requirements as of such date. Tenant, at its sole cost and expense, shall comply with (i) all recorded agreements and contracts affecting the Premises and any other agreements and contracts of which Tenant has knowledge, and (ii) all recorded easements, restrictions, reservations or covenants, if any, encumbering the Land or the Improvements, and (iii) all agreements, contracts, easements, restrictions, reservations and covenants hereafter created by Tenant or consented to, in writing, by Tenant or requested, in writing, by Tenant. Tenant shall also comply with, observe and perform all provisions and requirements of all policies of insurance maintained by Tenant with respect to the Premises under the terms of Section 11 herein and shall comply with all development permits issued by governmental authorities issued in connection with development of the Premises. The laws, ordinances, rules, regulations and requirements referred to in this Section 12 are collectively referred to as "**Applicable Laws**". Landlord shall execute such documents and take such other actions as are requested in writing from to time by Tenant to permit Tenant to comply with Tenant's obligations under this Section 12, all at the sole cost and expense of Tenant.

(b) If Tenant shall at any time fail to pay any Imposition in accordance with the provisions of this Lease, or to take out, pay for, maintain and deliver any of the insurance policies or ce1tificates of insurance provided for in Section 11 herein, or shall fail to make any other payment or perform any other act on its part to be made or performed hereunder, then Landlord, after 30 days' prior notice to Tenant (or such shorter notice as is reasonable in situations where Landlord reasonably determines that Landlord's failure to take prompt action is reasonably likely to cause immediate harm to Landlord's interest in the Premises), and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may, but shall be under no obligation to do so, cure such non-performance for the account of Tenant in accordance with the provisions of Section 15 .2 herein, and any amount of reasonable costs so incurred by Landlord shall be reimbursed by Tenant to Landlord within 30 days after Landlord's statement therefor (which statement shall include reasonable supporting documentation evidencing payment of such expenditures), together with interest from the date of payment by Landlord to the date of reimbursement by Tenant at the Overdue Rate.

(c) Landlord may, upon two business days' advance written notice to Tenant, enter upon the Premises for any such purpose described in subsection (b) above and, subject to Tenant's regular security procedures, take all such action therein or thereon as may be necessary therefor, but shall use commercially reasonable efforts to minimize the interruption of

Tenant's business and operations at the Premises and the business and operations of any tenant or occupant of the Premises. All sums, reasonable under the circumstances, actually so paid by Landlord and all costs and expenses, including reasonable attorneys' fees incurred by Landlord in connection with the performance of any such act, shall be paid by Tenant to Landlord within 30 days after Landlord's statement therefor (which statement shall include reasonable supporting documentation evidencing payment of such expenditures), together with interest from the date of payment by Landlord to the date of reimbursement by Tenant at the Overdue Rate. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance required under Section 11 hereinabove, to the amount of the insurance premium or premiums not paid or incurred by Tenant, and which would have been payable upon such insurance, but Landlord shall also be entitled to recover, as damages for such breach, the uninsured amount of any loss, damages, costs and expenses of suit, including reasonable attorneys' fees, suffered or incurred by reason of damage to or destruction of the Premises, or any portion thereof, or other damage or loss which Tenant is required to insure against hereunder, occurring during any period when Tenant shall have failed or neglected to provide insurance required by Section 11 hereinabove. Notwithstanding anything in this Lease to the contrary, Landlord right to enter the Premises shall be subject to the rights of any tenant or occupant of the Premises.

48. CONDEMNATION:

48.1. Partial Taking. Tenant assigns to Landlord or the Proceeds Trustee, as required hereunder, any award, proceeds or other payment to which Tenant may become entitled in connection with a taking of any portion of the Premises. If less than substantially all of the Premises shall be taken for public or quasi-public purposes, Tenant shall diligently, at its sole cost and expense, restore, repair, replace or rebuild the Improvements so taken in conformity with the requirements of Sections 9 and 22 herein as nearly as practicable to the condition, size, quality of workmanship and market value thereof immediately prior to such taking, without regard to the adequacy of any condemnation award for such purpose, but subject to then Applicable Laws. There shall be no abatement of Rent during such period of restoration, and this Lease shall remain in full force and effect. In performing its obligations, Tenant shall be entitled to all condemnation proceeds available to Landlord under the same terms and conditions for disbursement set forth for casualty proceeds in Section 10 herein. Any condemnation proceeds in excess of the amounts as are used by Tenant for restoration or repair of the Premises, shall be the sole and exclusive property of Landlord, and Fixed Rent shall not be reduced or abated. Tenant shall have the right to participate in condemnation proceedings with Landlord, and shall be entitled to receive any award made by the condemning authority in respect of, Tenant's Trade Fixtures, Tenant Improvements which were paid for by Tenant (but not including any Tenant Improvements paid for by Landlord), business loss or, if available, _business relocation, loss of leasehold value, and any other claim permitted by law which does not, in any such case, diminish Landlord's recovery.

48.2. Total Taking.

(a) If all or substantially all of the Premises shall be taken for public or quasi-public purposes, or if a taking involves more than one-third of the floor area of the Building, parking necessary for the Premises to comply with Applicable Laws or access to the Premises, and Tenant, after any such taking, reasonably determines that such event has rendered the Premises unavailable for use or unsuitable for restoration for continued use

and occupancy in Tenant's business, then Tenant, in lieu of rebuilding as contemplated by Section 13.1 herein, shall have the right, not later than 90 days after such occurrence, to deliver to Landlord (i) notice of its intention to terminate this Lease on a date occurring not more than 180 days nor less than 120 days after such notice, which date shall be the first Business Day of a month (the "**Termination Date**"); (ii) a certificate by an authorized representative of Tenant describing the event giving rise to such termination, stating that such event has rendered the Premises unavailable for use or unsuitable for restoration for continued use and occupancy in Tenant's business and the detailed reasons therefore; and if the Termination Date occurs during the Primary Term, (iii) an irrevocable offer to purchase the Premises (and the net amount of any condemnation proceeds payable in connection with such condemnation) on the Termination Date, at a price equal to the sum of {x) the Termination Value set forth on Exhibit D for the applicable Termination Date and (y) all costs of transferring title to the Premises to Tenant, including without limitation all transfer and conveyance taxes, recording fees, but excluding any costs, prepayment premiums or make whole amounts resulting from a prepayment of debt secured by the Premises (the "**Repurchase Price**"). In addition, Tenant shall pay all Fixed Rent and Additional Rent due as of the Termination Date. Landlord shall accept or reject such offer by notice given to Tenant not later than thirty (30) days prior to the Termination Date, and if Landlord fails to act within such period, it shall be deemed to have accepted the offer. If Landlord shall have accepted such offer or is deemed to have accepted such offer, on the Termination Date, Landlord shall convey by special warranty deed to Tenant any remaining portion of the Premises free of liens and encumbrances (except those created by Tenant or with the written consent of Tenant), along with the right to receive any condemnation award to which Landlord is entitled. If Landlord rejects such offer, which rejection shall only be effective if consented to in writing by the first Mortgagee, this Lease shall terminate on the Termination Date, except for liabilities which accrued prior thereto and upon payment of all Fixed Rent and Additional Rent payable through the Termination Date.

(b) Anything in subsection (a) above to the contrary notwithstanding, if during an exercised Renewal Term all or substantially all of the Premises shall be taken for public or quasi-public purposes, this Lease shall terminate as of the date of last day of occupancy permitted under the taking. Landlord shall have sole control of the condemnation proceedings, and Landlord (or the Mortgagee if so designated by Landlord) shall receive the entire condemnation award; provided however that Tenant may claim and receive any award made by the condemning authority in respect of Tenant's Trade Fixtures, Tenant Improvements which were paid for by Tenant (but not including any Tenant Improvements paid for by Landlord), business loss or, if available, business relocation and any other claim permitted by law which does not, in any such case, diminish Landlord's recovery.

48.3. Temporary Taking. Notwithstanding any other provision to the contrary contained in this Section 13, in the event of a temporary condemnation, this Lease shall remain in full force and effect with no abatement of Fixed Rent or Additional Rent and Tenant shall be entitled to the net award allocable to such temporary condemnation; except that such portion of the net award allocable to the time period after the expiration or termination of the Term of this Lease shall be paid to Landlord.

49. DEFAULT:

Subject to the terms of this Section, the occurrence of any one or more of the following events (each an "**Event of Default**") shall constitute a breach of this Lease by Tenant:

(a) If (a) Tenant defaults in the payment when due of any installment of Fixed Rent or Additional Rent payable to Landlord and Tenant fails to remedy such default within ten (10) days following notice to Tenant of such default; or

(b) Tenant fails to perform or breaches any other agreement or covenant of this Lease to be performed or observed by Tenant as and when performance or observance is due or any representation or warranty of Tenant in this Lease or any document or certificate relating hereto shall have been incorrect in any material respect when made and such failure or breach or misrepresentation continues for more than 30 days after notice thereof to Tenant; provided, however, that if, by the nature of such agreement or covenant or misrepresentation, such failure or breach or misrepresentation is capable of being cured, cannot reasonably be cured by the payment of money and cannot reasonably be cured within such period of 30 days, an Event of Default shall not exist as long as Tenant commences with due diligence and dispatch the curing of such failure or breach or misrepresentation within such period of30 days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure or breach or misrepresentation within a reasonable time, but not later than two hundred seventy (270) days following receipt of such notice with respect to all matters other than environmental problems which cannot reasonably be cured within a two-hundred seventy (270) day period, provided that upon request of Landlord, Tenant promptly provides Landlord with evidence of the diligent efforts being undertaken by Tenant to cure such default; or

(c) Tenant (i) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (ii) makes a general assignment for the benefit of its creditors, or (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers, with respect to Tenant or substantially all of Tenant's property or business; or

(d) Without consent by Tenant, a court or government authority enters an order, and such order is not vacated within 120 days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Tenant or substantially all of Tenant's property, or (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy, insolvency or other debtors' relief law of any jurisdiction, or (iii) ordering the dissolution, winding-up or liquidation of Tenant; or

(e) Tenant's interest in this Lease or any estate of Tenant hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within 120 days; or

(f) Tenant fails to maintain insurance in accordance with Section 11.2 hereof.

Notwithstanding anything to the contrary contained in this Lease, in no event shall any act or omission of the subtenant under, or the use and occupancy of the demised premises under the Marina Sublease constitute an Event of Default hereunder, and Tenant shall have no obligation or responsibility under this Lease to the extent that same is the obligation or . responsibility of the subtenant under the Marina Sublease, provided that in all events any liens filed against the Premises, whether attributable to the demised premises under the Marina Sublease or to other portions of the Premises, must be removed by Tenant in compliance with Section 20.

Landlord may treat the occurrence of any one or more of the foregoing Events of Default as a breach of this Lease. For so long as such Event of Default continues, Landlord, at its option and with or without notice or demand of any kind to Tenant or any other person (except as otherwise provided herein), may have any one or more of the remedies provided in this Lease, in addition to all other remedies and rights provided at law or in equity.

50. RESULTS OF DEFAULT:

50.1. Remedies. In the event of any Event of Default, Landlord may, in addition to, and not in derogation of any remedies for any preceding breach, with or without notice of demand (except as otherwise expressly provided herein) and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Event of Default, exercise any one or more of the following remedies:

(a) Landlord shall have the right at any time to give a written termination notice to Tenant and, on the date specified in such notice (which date shall not be less than five (5) days from the date of delivery of such notice), Tenant's right to possession shall terminate and this Lease shall terminate and Tenant shall immediately quit the Premises. Upon such termination, Landlord shall have the right to recover from Tenant:

(i) The worth at the time of determination of all unpaid Rent which had been earned and become due at the date of termination;

(ii) The worth at the time of determination of the amount by which all unpaid Rent which would have been earned and become due after termination until the time of determination exceeds Landlord's net income from the Premises, as determined pursuant to subsection (b) below;

(iii) Intentionally deleted; and

(iv) All other actual and direct damages, losses, costs and expenses incurred by Landlord as a result of Tenant's failure to perform all of Tenant's obligations under this Lease or which result therefrom, including without limitation, any prepayment premium, make-whole premium or fee (however denominated) payable under any and all Mortgages; provided, however, in no event shall Tenant be liable for other special, consequential or punitive damages. Landlord agrees that Tenant's liability for any prepayment premium, make-whole premium or fee (however denominated) payable under any and all Mortgages hereunder shall not exceed the amount of a customary "make whole premium" based on a discount rate of comparable average life Treasury bonds plus 50 basis points. The "worth at the time of determination" of the amounts referred to in clause (i) above shall be computed by allowing interest at the Overdue Rate on Rent

payable to Landlord. The "worth at the time of determination" of the amount referred to in subsection (b) below shall be computed by discounting such amount at the discount rate of the New York Federal Reserve Bank at the time of award plus four percent (4%). For the purpose of determining unpaid Rent under clause (ii) above, the Rent reserved in this Lease shall be deemed to be the total Rent payable by Tenant under this Lease, and it shall be presumed that Additional Rent for the balance of the Term shall increase by a certain percentage per annum, which shall be the same percentage as the average percentage increase of the Additional Rent per annum for the last full five (5) Lease Years prior to the Lease termination (or shorter period if the Lease has been effect for less than five (5) years).

(b) At any time after any such termination, whether or not Landlord shall have collected any monthly deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages for Tenant's default and without duplication of amounts calculated under subsection (a) above, an amount equal to the worth at the time of determination of the difference between the Rent reserved hereunder for the unexpired portion of the Tem1 and the then fair and reasonable rental value of the Premises for the same period. It shall be presumed that Additional Rent for the balance of the Term shall increase by the same percentage described in the last sentence of subsection (a)(iv) above. Any Rent or damages not paid by Tenant within 30 days after the due date thereof shall thereafter be payable with interest at the Overdue Rate in effect from time to time, from the due date to the date of full payment.

(c) Even though Tenant has breached this Lease, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to enforce all its rights and remedies under this Lease, including the right to recover all Rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession unless notice of te1mination is given by Landlord to Tenant. If Landlord elects to relet the Premises, any net income (after reasonable costs of preparing the Premises for reletting including marketing costs, the cost of alterations and improvements paid by Landlord, customary brokerage commissions, reasonable attorneys' fees and other costs incurred in connection with reletting) shall be deducted from the amount Tenant is obligated to pay under this Section.

(d) If Tenant surrenders the Premises by written notice or an Event of Default occurs by Tenant hereunder that results in Tenant being dispossessed by process of law or by other lawful method, (i) any movable furniture, equipment, trade fixtures or personal prope11y belonging to Tenant and left in the Premises shall be deemed to be abandoned, at the option of Landlord, and Landlord shall have the right to sell or otherwise dispose of such personal property in any commercially reasonable manner at Tenant's expense, and (ii) if Landlord shall have the right, to sublet the Premises on reasonable terms for the account of Tenant, and Tenant shall be liable for the reasonable costs of such subletting, including without limitation the cost of preparing the Premises for subtenants and leasing commissions paid to brokers.

(e) Except as expressly provided herein to the contrary, to the extent permitted by, and subject to the requirements of, Applicable Laws, each and every right, power and remedy herein specifically given to Landlord or otherwise in this Lease shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute. Each and every right, power and remedy, whether specifically herein given or otherwise existing, may be exercised from time to time and as often and in such order as may be deemed expedient by Landlord, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any right, power or remedy. No delay or omission by Landlord in the exercise of any right, power or remedy or in the pursuit of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of Tenant or to be an acquiescence therein. Landlord's consent to any request made by Tenant shall not be deemed to constitute or preclude the necessity for obtaining Landlord's consent, in the future, to all similar requests. No express or implied waiver by Landlord of any Event of Default shall in any way be, or be construed to be, a waiver of any future or subsequent Event of Default. To the extent required by Applicable Laws, and only to such extent, Landlord shall use reasonable efforts to mitigate any damages suffered by Landlord that result from an Event of Default.

(f) If any action, suit or proceeding is commenced under or in connection with this Lease, the losing party shall pay to the prevailing party, and the prevailing party shall be entitled to an award for, reasonable attorneys' fees, court costs and other litigation expenses incurred by the prevailing party in connection with such action, suit or proceeding.

50.2. Cure by Landlord. All agreements and covenants to be performed or observed by Tenant under this Lease shall be at Tenant's sole cost and expense and without any abatement of Fixed Rent or Additional Rent. If Tenant fails to pay any sum of money to be paid by Tenant or to perform any other act to be performed by Tenant under this Lease as and when due or required to be performed, and such failure continues beyond 30 days' written notice to Tenant, except in the event of emergencies (when only immediate notice shall be required), Landlord shall have the right, but shall not be obligated, and without waiving or releasing Tenant from any obligations of Tenant, to make any such payment or to perform any such other act on behalf of Tenant in accordance with this Lease. All reasonable sums so paid by Landlord and all necessary incidental costs shall be deemed Additional Rent hereunder and shall be payable by Tenant to Landlord within 10 days following Landlord's statement therefor and submission of reasonable evidence of such expenditures, together with interest thereon at the Overdue Rate. Landlord shall have the same rights and remedies in the event of the nonpayment of such sums · plus interest by Tenant as in the case of default by Tenant in the payment of Rent. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN EXCEPT AS OTHERWISE SET FORTH IN SECTION 15.1 OR 21.l(B), INNO EVENT SHALL TENANT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES UNDER OR WITH RESPECT TO THIS LEASE OR THE PREMISES.

51. SUBORDINATION AND TITLE:

51.1. Nondisturbance and Notice.

(a) Tenant shall at any time hereafter, and from time to time within 30 days of written request of Landlord, execute and deliver to Landlord an instrument in the form attached

hereto as Exhibit M, with such changes thereto as may reasonably be requested by a Mortgagee from time to time and reasonably agreed to by Tenant (herein a "**Subordination Agreement**") subjecting and subordinating this Lease to the lien of any mortgage, deed of trust, security instrument, ground or underlying lease or other document of like nature (hereinafter collectively referred to as "**Superior Mortgage**") which at any time may be placed upon the Premises, or any portion thereof, by Landlord, and to any replacements, renewals, amendments, consolidations, modifications, extensions or refinancings thereof, and to each and every advance made under any Superior Mortgage; provided and so long as the holder of such Superior Mortgage agrees that, for so long as there exists no Event of Default, such holder shall not disturb interfere with, hinder or reduce Tenant's right to quiet enjoyment under this Lease, nor the right of Tenant to continue to occupy the Premises, and all portions thereof, and to conduct its business thereon in accordance with the covenants, conditions, provisions, terms and agreements of this Lease.

(b) If any Mortgagee shall succeed to the rights of Landlord under this Lease or to ownership of the Premises, whether through possession or foreclosure or the delivery of a deed to the Premises in lieu of foreclosure, then such Mortgagee shall automatically be deemed to have recognized this Lease and to assume the obligations of Landlord hereunder accruing on and after the date such Mortgagee acquired title to the Premises, and Tenant shall attorn to and recognize such Mortgagee as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that such Mortgagee may reasonably request to evidence such attornment (whether before or after the making of the Mortgage) without expense to Tenant (other than de minimis expense). In the event of any other transfer of Landlord's interest hereunder, such transferee shall automatically be deemed to have recognized this Lease and to assume the obligations of Landlord hereunder accruing on and after the date of such transfer, subject to the limitations provided in Section 30(h) of this Lease, Tenant shall attorn to and recognize such transferee as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that such transferee and Landlord may reasonably request to evidence such attornment.

(c) Notwithstanding the provisions of subsection (a), the holder of any Mortgage to which this Lease is subject and subordinate shall have the right, at its sole option, at any time, to subordinate and subject the Mortgage, in whole or in part, to this Lease by recording a unilateral declaration to such effect.

(d) Upon fifteen (15) days' advance notice, Tenant shall execute, acknowledge and deliver a document consenting to the assignment by Landlord of this Lease to a Mortgagee and an agreement to pay all Fixed Rent directly to or as directed by such Mortgagee, in a form then in use among institutional lenders, with such changes therein as may be reasonably requested by the Mortgagee and reasonably acceptable to Tenant.

51.2. Tenant's Consent to Assignment for Indebtedness.

Tenant acknowledges that in order to secure Landlord's obligations under any Mortgage debt documents, Landlord will be required to agree in an assignment of lease and/or in the Mortgage (an "**Assignment of Lease**"), among other things, to the assignment (to the extent provided therein) to the Mortgagee of Landlord's right, title and interest to this Lease and to the undertakings of Tenant in this Section. While the Assignment of Lease and the Mortgage are in effect, Tenant hereby:

(a) consents to such assignment;

(b) unless Tenant has been previously directed to make such payments directly to or as directed by the Mortgagee upon notice from the Mortgagee of Landlord's default under the Mortgage, covenants to make in full to Mortgagee, in Mortgagee's name, when due (without offset, deduction, defense, deferment, abatement or diminution, except as provided in this Lease), by wire transfer of immediately available funds in accordance with the terms of this Lease:

(i) each payment of Fixed Rent and, to the extent not directly payable by Tenant to third parties or governmental authorities, all Additional Rent.

(ii) all Repurchase Price, termination amounts, and other sums payable to Landlord under this Lease.

52. **LANDLORD'S RIGHT OF ENTRY; SIGNAGE**: ROOF RIGHTS:

(a) Upon two business days' prior written notice (except in the case of emergency when notice shall be given as is reasonable under the circumstances), and subject in all events to Tenant's security procedures and the rights of tenants and other occupants of the Premises under their respective leases and occupancy agreements, as applicable, Landlord and its designees shall have the right to enter the Premises at any time during normal business hours in order to perform its obligations under this Lease, to inspect the same, post notices of non-responsibility, post notices required by Applicable Laws, and exhibit the Premises to prospective purchasers and mortgagees.

(b) To the extent not prohibited under any Existing Lease, Tenant shall have the right to name the Premises. Tenant shall have the right to monument signage for its benefit and/or the benefit of any tenant(s) of the Premises, provided such signage, is in accordance with Applicable Laws. Landlord will cooperate with and assist Tenant in obtaining any necessary consents to allow any exterior building signage, at the expense of Tenant. Tenant shall have the exclusive right to determine and establish all interior signage within the Premises. Upon Landlord's request not less than three (3) months prior to the Lease Expiration Date or the end of a Renewal Term, or within ten (10) days after an earlier termination of this Lease, as the case may be, Tenant at its own expense shall remove such signage prior to the termination of this Lease and restore any damage to the Premises resulting from such removal.

(c) Subject to the Permitted Encumbrances and the Existing Leases, Tenant shall have the exclusive right, at Tenant's expense, to install, access and maintain an antenna, satellite dish or other communications devices on the roof of the Building, subject to compliance with Applicable Laws; provided that if a variance is required to install any such equipment, such installation shall be subject to Landlord's consent, not to be unreasonably withheld, conditioned or delayed. Tenant shall take all actions necessary to prevent any such installations from adversely affecting applicable warranties with respect to the roof or damaging the structure of the Building, and will indemnify and hold harmless Landlord with respect to any actions which adversely affect such warranties.

53. **NOTICES**: Notices, statements, demands, or other communications required or permitted to be given, rendered or made by either party to the other pursuant to this Lease or pursuant to any

Applicable Law (each a "**Notice**"), shall be in writing (whether or not so stated elsewhere in this Lease) and shall be deemed to have been properly given if sent by hand delivery or overnight courier delivery with receipt of delivery, as follows:

To Landlord:

_____
_____
_____
_____
Attn: _____

With copies to:

_____
_____
_____
_____
Attn: _____

and

_____
_____
_____
Attn: _____

To Tenant:

_____
_____
_____
Attention: _____

With copies to:

_____
_____
_____
Attn: _____

All Notices shall be deemed to have been made or given (i) if delivered by hand as provided for in this Article, on the date receipt thereof is acknowledged in writing (or is refused) by the party to whom the Notice is being given (including an employee or agent of such party at such address), (ii) if sent by overnight commercial courier as provided for in this Article, on the date which is one (1) Business Day after accepted by the commercial courier for delivery. Any party ·listed in this Section may, by notices as aforesaid, designate a different address for addresses for notices, statements, demands or other communications intended for it.

54. **ESTOPPEL CERTIFICATES**: FINANCIAL DATA:

(a) At any time and from time to time, Tenant shall, within twenty (20) days after written request by Landlord or a Mortgagee, execute, acknowledge and deliver to Landlord and/

or such Mortgagee an estoppel certificate certifying: (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification); (ii) the Commencement Date, the Lease Expiration Date and the date, if any, to which all Rent and other sums payable hereunder have been paid; (iii) the amount of Fixed Rent currently payable monthly, (iv) that no notice has been received by Tenant of any default by Tenant hereunder which has not been cured, except as to defaults specified in such certificate; (v) to Tenant's knowledge that Landlord is not in default under this Lease, except as to defaults specified in such certificate; and (vi) such other matters as may be reasonably requested by Landlord, Mortgagee or any current or prospective purchaser or mortgage lender. Any such estoppel certificate may be relied upon by Landlord and any current or prospective purchaser or mortgage lender of the Premises or any part thereof.

(b) Tenant shall deliver to Landlord and any Mortgagee the following information at any time that Tenant is either not a public company, or fails to provide open and free access on Tenant's company website (or other publicly accessible website, including without limitation the Securities and Exchange Commission), on a downloadable basis, of the following financial reporting, at the following times; provided that any such non-public information provided by Tenant to Landlord and Mortgagee under this Lease shall be kept confidential and not disclosed to any party (other than accountants, attorneys and regulators, who are advised of its confidential nature and requested to keep it confidential), except to the extent required by applicable law:

a. within 180 days after the end of each fiscal year of Tenant, (i) a consolidated (if applicable) audited balance sheet 9fTenant as of the end of such year, (ii) a consolidated (if applicable) audited statement of profits and losses of Tenant for such year, and (iii) a consolidated (if applicable) audited statement of cash flows of Tenant, setting forth in comparative form the corresponding figures for the preceding fiscal year in reasonable detail and scope and certified by independent chartered accountants of recognized international standing selected by Tenant;

b. if at such time Tenant prepares such statements and makes them available to its shareholders or creditors, within 45 days after the end of each of the first three (3) fiscal quarters of Tenant (i) an unaudited consolidated (if applicable) balance sheet of Tenant as of the end of such quarter, (ii) unaudited consolidated (if applicable) statements of profits and losses of Tenant for such quarter and (iii) an unaudited consolidated (if applicable) statement of cash flows of Tenant for such quarter, setting forth in comparative form the corresponding figures for the similar quarter of the preceding year, in reasonable detail and scope, and certified to be true and complete by a financial officer of Tenant having knowledge thereof; the foregoing financial statements all being prepared in accordance with generally accepted accounting principles or international accounting principles, as applicable, consistently applied.

(c) At any time and from time to time, Landlord shall, within twenty (20) days after written request by Tenant, execute, acknowledge and deliver to Tenant an estoppel certificate certifying: (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification); (ii) the Commencement Date, the Lease Expiration Date and the date, if any, to which all Rent and other sums payable hereunder have been paid; (iii) the amount of Fixed Rent currently payable monthly, (iv) that no notice has been received by Landlord of any default by Landlord hereunder which has not been

cured, except as to defaults specified in such certificate; (v) to Landlord's knowledge that Tenant is not in default under this Lease, except as to defaults specified in such certificate; and (vi) such other matters as may be reasonably requested by Tenant. Any such estoppel certificate may be relied upon by Tenant, any current or prospective purchaser, investor or lender of Tenant or any prospective assignee or subtenant of Tenant's interest in this Lease or any portion of the Premises.

55. LIENS:

(a) Tenant shall not suffer or permit any mechanic's lien or other lien, security interest or encumbrance to be filed or recorded against the Premises, the Rent, equipment or materials supplied or claimed to have been supplied to the Premises, other than Permitted Encumbrances. If any such mechanic's lien or other lien or encumbrance shall at any time be filed or recorded against the Premises, or any portion thereof, Tenant shall cause the same to be discharged of record (by bonding off or otherwise) within thirty (30) days after receipt of notice of the same. However, in the event Tenant desires to contest the validity of any lien it shall (i) prior to the due date thereof (but in no event later than 30 days after Tenant's receipt of notice of the filing or recording thereof), notify Landlord, in writing, that Tenant intends to so contest same; (ii) on or before the due date thereof, if Tenant's credit rating is below investment grade, deposit with Landlord or Mortgagee a bond or other security (in form and content reasonably satisfactory to Landlord and the Mortgagee) for the payment of the full amount of such lien, and from time to time, if applicable, deposit additional security so that, at all times, adequate security will be available for the payment of the full amount of the lien together with all interest, penalties, costs and other charges in respect thereof.

(b) If Tenant complies with the foregoing, and Tenant continues, in good faith, to contest the validity of such lien in accordance with the requirements of Section 26, Tenant shall be under no obligation to pay such lien until such time as the same has been decreed, by court order, to be a valid lien on the Premises. If security has been deposited with Landlord or Mortgagee, any surplus deposit remaining after the payment or discharge of the lien shall be repaid to Tenant. Tenant shall indemnify and defend Landlord and any Mortgagee against and save Landlord and any Mortgagee and the Premises, and any portion thereof, harmless from and against all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including without limitation, reasonable attorneys' fees, resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any such mechanic's lien or other lien described in Section 20(a) or the attempt by Tenant to discharge same as above provided.

(c) All materialmen, contractors, artisans, engineers, mechanics, laborers and any other Person now or hereafter furnishing any labor, services, materials, supplies or equipment to Tenant with respect to the Premises, or any portion thereof, are hereby charged with notice that they must look exclusively to Tenant to obtain payment for the same. Notice is hereby given that Landlord shall not be liable for any labor, services, materials, supplies, skill, machinery, fixtures or equipment furnished or to be furnished to Tenant upon credit, and that no mechanic's lien or other lien for any such labor, services, materials, supplies, machinery, fixtures or equipment shall attach to or affect the estate or interest of Landlord in and to the Premises, or any portion thereof.

(d) In the event of the failure of Tenant to discharge any charge, lien, security interest or encumbrance as aforesaid, Landlord may, if not discharged by Tenant within three (3) Business Days after notice to Tenant, discharge such items by payment or bond or both, and Tenant will repay to Landlord, upon demand, any and all reasonable amounts paid by Landlord therefor, or by reason of any liability on such bond, and also any and all incidental expenses, including reasonable attorneys' fees, actually incurred by Landlord in connection therewith, together with interest at the Overdue Rate.

56. END OF TERM:

56.1. Surrender.

(a) Upon the expiration or earlier termination of the Term of this Lease, Tenant shall surrender the Premises to Landlord in the same condition and suitable for the same use in which the Premises were on the Commencement Date, except as repaired, rebuilt or altered as required or permitted by this Lease (or, in the case of termination pursuant to Section 10 or 13 herein), and in all cases except for ordinary wear and tear, and shall surrender keys to the Premises to Landlord at the place then fixed for notices to Landlord and shall inform Landlord of all combinations on locks, safes and vaults, if any. Except as otherwise provided herein, Tenant shall at such time remove all of its property (including Tenant's Trade Fixtures). All property of Tenant not removed on or before expiration of the Term of this Lease shall be deemed abandoned and Landlord may remove all ·such property of Tenant, includi11g Tenant's Trade Fixtures, from the Premises and cause its transportation and storage, at the sole risk and expense of Tenant, and Landlord shall not be liable for damage, theft, misappropriation or loss thereof and Landlord shall not be liable in any manner in respect thereto and Landlord shall be entitled to dispose of such property, as Landlord deems fit, without the requirement of an accounting. This Section 21. l shall survive the termination of this Lease.

(b) If the Premises are not surrendered as above set forth, and such holdover continues for a period in excess of ninety (90) days, Tenant shall indemnify, defend and hold Landlord and any Mortgagee ham1less from and against loss or liability resulting from the delay by Tenant in so surrendering the Premises, including, without limitation, any claim made by any succeeding lessee or prospective occupant founded on such delay. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease. If Tenant holds possession of the Premises after expiration of the Term of this Lease, Tenant shall become a tenant from month to month upon the terms herein specified. Such month to month tenancy may be terminated by either Landlord or Tenant by giving 30 days' notice of termination to the other at any time.]n addition to the foregoing, and in addition to the Additional Rent, Tenant shall pay to Landlord for the first month a sum equal to 125% of the Fixed Rent payable hereunder for the month immediately prior to the expiration of this Lease and, thereafter, a sum equal to 150% of the Fixed Rent payable hereunder for the month immediately prior to the expiration of this Lease, during each month or portion thereof for which Tenant shall remain in possession of the Premises or any part thereof after the termination of the Term or of Tenant's rights of possession, whether by lapse of time or otherwise. The provisions of this subsection shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein, at law or at equity.

(c) Except for surrender upon the expiration or earlier termination of the Term hereof as expressly provided herein, no surrender to Landlord of this Lease or of the Premises shall be valid or effective unless agreed to and accepted in writing by Landlord and Mortgagee.

56.2. Return of Premises.

Tenant shall, upon the expiration or termination of this Lease, and at its own expense, return the Premises to Landlord by surrendering the same into the possession of Landlord:

(a) free and clear of all liens, except Permitted Encumbrances and liens created or caused by Landlord or Landlord's Representatives; and

(b) in compliance with the maintenance and legal compliance conditions required by this Lease.

(c) Upon the return of the Premises, Tenant shall deliver therewith:

(i) all licenses, permits and the like, which may be transferred by Tenant at no material cost to Tenant, by general assignment, without warranty as to the transferability or otherwise and without recourse;

(ii) as-built drawings including CAD files and plans for HVAC, mechanical and electrical systems, to the extent in Tenant's possession or control;

(iii) keys or key cards to the Premises; and,

(iv) an assignment of maintenance contracts designated by Landlord and existing warranties, which may be transferred by Tenant at no material cost to Tenant, by general assignment, without warranty as to assignability or otherwise and without recourse;

(v) All pass codes to software pertaining to equipment included in the Improvements.

57. ALTERATIONS:

(a) Tenant may make alterations, additions or improvements to the Premises without Landlord's consent, except as set forth below. All alterations, additions and improvements made by Tenant must comply with the following requirements: (i) such alterations, additions or improvements are in compliance with all Applicable Laws; and (ii) such alterations, additions or improvements will not reduce the fair market value of the Premises, considered as unencumbered by this Lease, or reduce the useful life of the Building, in either case by more than a de minimis amount, and are in compliance with Section 3 hereof, and; (iii) if such alterations, additions or improvements affect the structural, exterior or roof elements of the Premises, such alterations, additions and improvements can be completed without the requirement of obtaining a variance. All alterations, additions and improvements which affect the structure, exterior or roof elements of the Building or the Premises that cannot be completed without a variance must be consented to by Landlord (unless, with respect to such alternations, additions and improvements not affecting the exterior or roof elements of the Building, Section 22(c) is

applicable), such consent not to be unreasonably withheld, conditioned or delayed. [n no event will Tenant install wind turbines on the Building or the Land without Landlord's consent, not to be unreasonably withheld. Tenant shall give prior notice of any alterations, additions or improvements (regardless of whether consent is required) estimated to cost more than $500,000 (which amount shall increase on each anniversary of the date hereof by the relative increase in the CPI during such yearly period) to Landlord and Mortgagee, will provide Landlord with copies of all plans and required permits (or if Landlord's approval is required, then proposed permit applications in lieu of required permits), and will provide such additional information with respect thereto as may reasonably be requested by Landlord or Mortgagee. Landlord shall exercise good faith, commercially reasonable efforts to cooperate with Tenant in Tenant's efforts to obtain any governmental, quasi-governmental or third party licenses, permits or approvals required for such alterations, additions and improvements, including, without limitation, any variances required to be obtained in connection therewith. In no event shall Tenant be permitted to install underground storage tanks or fuel systems on the Premises. No alteration, addition or improvement shall result in any reduction or increase in the Fixed Rent or Additional Rent payable to Landlord hereunder. Landlord hereby approves in concept, subject to the terms of this Lease, the proposed alterations, additions and improvements to the Premises set forth on Exhibit G attached hereto, subject to Landlord's review and approval of the specific details thereof.

(b) All alterations, additions or improvements proposed by Tenant which requi.re Landlord's consent or estimated to cost more than $500,000 (which amount shall increase on each anniversary of the date hereof by the relative increase in the CPI during such yearly period) shall be made at Tenant's sole cost and expense as follows:

(i) Tenant shall submit to Landlord complete plans and specifications for all work to be done by Tenant, if plans are required by applicable governmental authorities. Such plans and specifications shall be prepared by the licensed architect(s) and engineer(s), shall comply with all Applicable Laws, and shall be in a form sufficient to secure the approval of all government authorities with jurisdiction over the Premises.

(ii) With respect to alterations for which Landlord's approval is required, the following procedure shall be applicable. Within ten (10) Business Days after receipt of the complete plans and specifications described above, which plans and specifications shall accompany a notice from Tenant to Landlord specifically requesting Landlord's consent and including a statement in bold type that failure of Landlord to respond within ten (10) Business Days shall be deemed consent to such alterations, Landlord shall notify Tenant in writing whether Landlord approves or disapproves such plans and specifications; and Landlord shall describe in reasonable detail the reasons for any such disapproval. Landlord's failure to deliver a notice within the time period specified above approving or disapproving such plans and specifications shall be conclusively deemed Landlord's approval of such plans and specifications, provided that Tenant has also sent a second notice to Landlord not less than five (5) Business Days prior to the end of such time period stating in bold type that failure of Landlord to respond within the ten (10) Business Day time period shall be deemed consent to the applicable alterations. If Landlord disapproves of such plans and

specifications, Tenant may submit to Landlord revised plans and specifications for Landlord's reasonable approval. Landlord shall notify Tenant in writing whether Landlord approves or disapproves such revised plans and specifications within five (5) Business Days after receipt thereof; and Landlord shall describe in reasonable detail the reasons for any such disapproval. Landlord's failure to deliver a notice within the time period specified above approving or disapproving such plans and specifications shall be conclusively deemed Landlord's approval of such plans and specifications. Tenant shall pay all costs, including the fees and expenses of the licensed architect(s) and engineer(s), in preparing such plans and specifications. Tenant shall promptly reimburse Landlord for all reasonable out-of-pocket costs and expenses, including without limitation architects, engineering and legal costs, incurred by Landlord in reviewing any such alterations or improvements.

(iii) Portions of approved plans and specifications may be modified without the consent of Landlord if any such changes are immaterial or are reasonable modifications necessitated by field conditions or to comply with Applicable Laws. If Tenant wishes to make any other change in approved plans and specifications requiring Landlord's consent, Tenant shall have such architect(s) and engineer(s) prepare plans and specifications for such change and submit them to Landlord for Landlord's approval. The provisions of subsection (ii) above pertaining to Landlord's approval process shall govern Landlord's approval rights with respect to any such changes.

(iv) Tenant shall obtain and comply with all building permits and other government permits and approvals required in connection with the work. Tenant shall, through Tenant's licensed contractor, perform the work in a good and workmanlike manner substantially in accordance with the plans and specifications prepared as set forth above. Tenant shall be responsible for the entire cost of all work (including the cost of all utilities, permits, fees, taxes, and property, worker's compensation and liability insurance premiums in connection therewith) required to make the alterations, additions or improvements. Under no circumstances shall Landlord be liable to Tenant for any damage, loss, cost or expenses incurred by Tenant on account of any plans and specifications, contractors or subcontractors, design of any work, construction of any work, or delay in completion of any work, whether or not Landlord had approved the plans and specifications.

(v) No Material Event of Default shall have occurred and be continuing at the time of commencement of any such alterations.

(c) In the event that Landlord's consent is required for any alterations, additions or improvements located within the Building (as opposed to exterior improvements) and Landlord does not consent thereto in accordance with this Lease, Tenant, at its option, may nevertheless complete such alterations, additions or improvements as long as Tenant provides to Landlord an undertaking to remove the applicable alterations, additions or improvements on or before the end of the Term and restore the Building to the condition it would have been in if such alterations, additions or improvements had not been made. Twenty-four months prior to the end of the Term, Landlord and Tenant will meet and

review all alterations, additions and improvements for which Landlord's consent was required hereunder but not granted, and Landlord shall, within thirty (30) days of such meeting, advise Tenant as to which of such alterations, additions and improvements must be removed as provided above.

(d) Tenant shall keep the Premises free from mechanics' and materialmen's liens arising out of any work performed, labor supplied, materials furnished or other obligations incurred by Tenant in accordance with the requirements of Section 20.

(e) All alterations, additions, fixtures and improvements (other than Tenant's Trade Fixtures), whether temporary or permanent in character, made in or to the Premises by Tenant, shall become part of the Premises and Landlord's property, and Tenant shall be permitted to remove same prior to the end of the Term in accordance with this Lease. Except as set forth in paragraph 22(c), under no circumstances shall Tenant be required to remove any Tenant Improvements, alterations, additions or other improvements to the Premises made by Tenant.

(f) At any time during the Primary Term, on or after the termination date of any Existing Lease, upon written notice from Tenant to Landlord requesting payment, Landlord will pay an amount equal to the Tenant Improvement Allowance to Tenant, so long as no Material Event of Default has occurred and is continuing. Payment of the Tenant Improvement Allowance will be made within thirty (30) days following Tenant's request therefore from time-to-time.

(g) Upon request from Tenant from time-to-time during the Primary Term, so long as no Material Event of Default has occurred and is continuing, Landlord will reimburse Tenant (or make funds available to Tenant based on invoices from contractors and/or suppliers for work performed and/or materials provided) for the cost of replacements, alterations, additions and improvements and other work to the Premises which constitute capital expenditures under generally accepted accounting principles, set forth on the budget attached hereto as Exhibit J (the "Budget"), in an aggregate amount not to exceed [_____] (the "**Allowance**"); provided, however, that Tenant may utilize one hundred percent (100%) of the Allowance for any other replacements, alterations, additions and improvements and other work which constitute capital expenditures to the Building and Premises as a whole, such as core and shell, Building systems and Premises common areas and facilities, but excluding (i) any costs Tenant may incur in expanding the cafeteria beyond the footprint of the Building, (ii) items customarily characterized as space tenant improvements, subtenant improvements, (iii) Tenant's furniture, fixtures and equipment and (iv) movable furniture and equipment for the public seating areas. Notwithstanding the foregoing, the Allowance may be used by Tenant to purchase and install furniture, fixtures and equipment for the cafeteria back of house, service and servery areas or purposes (including, without limitation, freezers, ovens, fry-o-laters, preparation tables, check out and servery display cases). On the date hereof, Landlord has deposited funds in such amount with Mortgagee or First American Title Insurance Company, which will then be released to Tenant pursuant to an escrow agreement in the form attached as Exhibit I. Any work funded by the Allowance shall be of a standard consistent with the standard to which Tenant is required to maintain the Premises under the Lease.

(h) On the date hereof, Landlord has established a reserve with Mortgagee in the amount of [_____] to be used for the costs of repair of the bulkhead along the east side of the Premises. Landlord will complete such repairs to the bulkhead in accordance with the "Bulkhead Scope of Work" attached hereto as Exhibit K by not later than the second anniversary of the Commencement Date, or such earlier date as may be required by Mortgagee, applicable Jaws, and governmental rules and regulations. Such [_____] reserve is not intended to be, and is not, a limit on Landlord's obligation to timely complete the work as set forth in this Section 22(h). Completion of such bulkhead repairs in the manner provided above will be certified to Landlord and Tenant as provided in Exhibit K, whereupon any balance of such reserve funds will be released and remitted to Landlord. All such Landlord work shall be performed in a manner minimizing disruption to the business of Tenant and any subtenants in the Premises and in compliance with all applicable laws. Notwithstanding the foregoing, Tenant acknowledges that the bulkhead repairs will require cordoning parts of the Premises outside of the Building and in the vicinity of the marina and the noise and other disruptions typical of such a construction job.

(i) Tenant may demolish or modify the existing fountain in front of the Building, provided that such fountain is replaced with a fountain or other architectural feature consistent with a Class A building, which may or may not include a water feature.

(j) On the date hereof, Landlord has paid the sum [_____] Tenant as a non-accountable allowance to be used by Tenant in connection with its occupancy of the Premises as determined by Tenant in its sole discretion.

58. **NOTICE OF LEASE**: The parties shall promptly execute and deliver to the other a . Notice of Lease in recordable form and substantially in the form attached hereto as Exhibit H, and either of the parties shall have the right, without notice to the other party, to record such Notice of Lease.

59. **SUBLETTING/ ASSIGNMENT**:

59.1. Rights and Obligations of Tenant.

(a) Tenant may not mortgage, pledge or otherwise encumber its interest in this Lease or in any sublease of the Premises or any part thereof or the rentals payable thereunder. Any such mortgage, pledge or encumbrance, made in violation of this Section shall be void. Provided that no Material Event of Default has occurred and is continuing, Tenant may sublease the Premises or any portion thereof without Landlord's consent, and the interest of Tenant in this Lease may be assigned without Landlord's consent, provided that any such sublease shall expressly be subject and subordinate to the provisions of this Lease and no such sublease shall permit the tenant thereunder to pay rent in advance for a period of more than one (1) month, and provided, further, that no such sublease or assignment shall affect or reduce any obligations of Tenant or any rights of Landlord hereunder, and all obligations of the then current Tenant hereunder shall continue in full effect as the obligations of a principal and not of a guarantor or surety, to the same extent as though no assignment or sublease had been made. If Tenant assigns its interest in this Lease, the assignee shall, in an instrument delivered to Landlord, expressly assume all the obligations of Tenant hereunder from and after the effective date of such assignment.

Tenant shall, within ten (10) days after the execution of any such sublease or assignment, deliver an executed copy thereof to Landlord.

(b) No assignment or sublease whatsoever shall release Tenant from Tenant's obligations and liabilities under this Lease (which shall continue as the obligations of a principal and not of a guarantor or surety) or alter the primary liability of Tenant to pay all Rent and to perform all obligations to be paid and performed by Tenant. The acceptance of Rent by Landlord from any other person or entity shall not be deemed to be a waiver by Landlord of any provision of this Lease. If any assignee, subtenant or successor of Tenant defaults in the performance of any obligation to be performed by Tenant under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor.

(c) Landlord and Tenant acknowledge and agree that the tenants of Landlord leasing space in the Building as of the date hereof ('"**Existing Tenants**") pursuant to the leases and licenses listed on Exhibit E ("**Existing Leases**"), have become subtenants and/or licensees of Tenant from and after the Commencement Date. Landlord has assigned such Existing Leases to Tenant, and Tenant has assumed Landlord's obligations accruing under the Existing Leases after the date hereof, pursuant to assignment and assumption agreements entered into among Landlord, Tenant and the Existing Tenants. In connection with the assignment of the Existing Leases to Tenant, Landlord has delivered all security deposits under the Existing Leases to Tenant and any letters of credit under such Existing Leases have been transferred to Tenant.

(d) Landlord and Lender shall grant a Sublease SNDA (substantially in the forms attached hereto as Exhibit N (a "**Landlord SNDA**") and Exhibit O (a "**Mortgagee SNDA**")) to any Subtenant which enters into an Eligible Sublease. For purposes hereof, "**Eligible Sublease**" shall mean a Sublease on usual and customary terms meeting the following conditions:

(i) Non-Affiliate. The Subtenant is not an Affiliate of Tenant.

(ii) Square Footage/Configuration. The Sublease Premises must be comprised of two contiguous floors or more (or, in the case of a Landlord SNDA, it would also be sufficient if the subtenant is leasing at least 100,000 rentable square feet, even if the sublet premises does not consist of two contiguous floors). In addition, to be an Eligible Sublease for a Mortgagee SNDA, after considering all other space that is then subleased, the remaining space in either tower which is not sublet must be completely contiguous. In determining whether the remaining space is completely contiguous, Floor 1 in either the north or south tower will be disregarded.

(iii) Term. The term of the Sublease shall be at least five (5) years. The term of the Sublease shall not extend beyond the expiration of the term of the Lease (including exercised Renewal Terms).

(iv) Rental. The rental obligations under the Sublease for the aggregate of base rent, property taxes and operating expenses shall on a per square foot basis be equal to or greater than the aggregate base rent, property taxes and operating expenses

pursuant to the Lease with respect to the Sublease Premises on a per square foot basis. The Sublease may be structured as a gross lease with a higher base rent plus tax and operating expense escalations, or as a net lease with a lower base rent and tax and operating expense pass-throughs.

(v) Compliance with Lease. The Sublease must contain provisions whereby the Subtenant agrees to comply with all provisions of this Lease applicable to the Subleased Premises.

(vi) Landlord SNDA Credit Requirement. With respect to a Landlord SNDA, (a) Subtenant's (and/or any sublease guarantor's) tangible net worth (determined under generally accepted accounting principles) must exceed 10 times the greater of (A) Tenant's then current annual Rent (Fixed Rent plus projected Additional Rent) per square foot for the square footage of the Sublease Premises and (B) Subtenant's annual base rent and projected operating expenses and taxes payable pursuant to the Sublease during the first full 12 month period following rent commencement pursuant to the Sublease, or (b) Subtenant's (and/or any sublease guarantor's) creditworthiness is otherwise reasonably acceptable to Landlord. If the Subtenant meets the Mortgagee SNDA Credit Requirement (set forth in clause (vii) below), then the Subtenant shall be deemed to have also met the Landlord SNDA Credit requirement.

(vii) Mortgagee SNDA Credit Requirement. With respect to a Mortgagee SNDA, (A) (i) Subtenant (and/or any sublease guarantor) shall have been in existence as an operating business for at least ten (10) years prior to the date of entering into such Eligible Sublease and (ii) Subtenant shall have a pre-tax income (determined under generally accepted accounting principles) of at least $10,000,000 for each of the last three full fiscal year periods prior to the date of entering into such Eligible Sublease; or (B) the Subtenant (and/or any sublease guarantor) has at the commencement date of the Sublease investment grade long term credit ratings on its unsecured debt (which is not a split rating between rating agencies) from Standard and Poor's Financial Services LLC and Moody's Investors Service, Inc., which on the date hereof is at least BBB- for Standard and Poor's and at least Baa3 for Moody's. In the event either of such rating agencies ceases to issue such credit ratings, the Parties shall reasonably agree on a substitute rating company or agency.

59.2. Assignment of Rents. Tenant assigns to Landlord all security deposits and rents due or to become due from any subtenant, effective during the continuance of a Material Event of Default under the provisions of this Lease. Thereupon, Landlord shall apply any net amount collected by it from subtenants to the Rent due under this Lease. No collection of Rent by Landlord from an assignee of this Lease or from a subtenant shall constitute a waiver of any of the provisions of this Section 24 or an acceptance of the assignee or subtenant as a tenant or a release of Tenant from performance by Tenant of its obligations under this Lease. Tenant shall not directly or indirectly collect or accept any payment of subrent under any sublease more than one (1) month in advance of the date when the same shall become due. Each sublease shall require the subtenant to attorn to Landlord, at Landlord's request, in the event Tenant shall default under this Lease. During the continuance of a Material Event of Default by Tenant under this Lease, Landlord shall have the right to require subtenants to make their rent payments directly to Landlord.

60. HAZARDOUS MATERIAL:

(a) Tenant shall, (i) comply, and cause the Premises to comply, in all material respects (with ‘‘material” having the meaning set forth in Section 12(a)) with all Environmental Laws (as hereinafter defined) applicable to the Premises (including the making of all submissions to governmental authorities required by Environmental Laws and the carrying out of any remediation program specified by such authority); (ii) prohibit the use of the Premises for the generation, manufacture, refinement, production, or processing of any Hazardous Material (as hereinafter defined) or for the storage, handling, transfer or transportation of any Hazardous Material (other than in connection with the operation of businesses conducted at and maintenance of the Premises and in commercially reasonable quantities as a consumer thereof and in compliance with Environmental Laws); (iii) not install or permit the installation on the Premises of any surface impoundments, underground storage tanks, pcb-containing transformers or asbestos-containing materials, it being agreed that Landlord shall not install any of such items on the Premises; and (iv) cause any alterations of the Premises to be done in a way so as to not expose in an unsafe manner the persons working in or visiting the Premises to Hazardous Materials, and in connection with any such alterations shall remove, treat or encapsulate any Hazardous Materials present upon the Premises and affected by such work which are not in compliance with Environmental Laws or which present a danger to persons working in or visiting the Premises.

(b) Tenant shall protect, defend, indemnify and hold harmless Landlord, Mortgagees and their respective direct and indirect members, partners, shareholders, beneficiaries, managers, directors, officers, employees and agents, and any successors and assigns from and against any and all liability, including but not limited to reasonable attorneys’ and consultants’ fees, fines, penalties and civil or criminal damages, and including loss of value, directly or indirectly arising out of the use, generation, storage, treatment, release, discharge, spill, presence or disposal of Hazardous Materials from, on, at, to or under the Premises first arising during the Term of this Lease, including without limitation, the cost of any required or necessary repair, response action, remediation, investigation, cleanup or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following transfer of title to the Premises, except to the extent caused by the gross negligence or willful misconduct of Landlord or any Landlord Party. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be responsible for Hazardous Materials existing at the Premises prior to the date hereof. This agreement to indemnify and hold harmless shall be in addition to any other obligations or liabilities Tenant may have to Landlord at common law, under all Applicable Laws or otherwise, and shall survive, with respect to liability that accrues during the Term of this Lease, subject to the applicable statute of limitations. The representations, warranties and covenants made and the indemnities stated in this Lease are not personal to Landlord, and the benefits under this Lease shall be automatically assigned to subsequent parties in interest to the chain of title to the Premises and Mortgagees, which subsequent parties in interest may proceed directly against Tenant to recover pursuant to this Lease. Tenant, at its expense, may institute appropriate legal proceedings with respect to environmental matters of the type specified in this Section or any lien for such environmental matters conducted in good faith and with due diligence, provided that such proceedings shall not in any way impair the interests of Landlord under this Lease. Counsel to Tenant in such proceedings shall be reasonably approved by

Landlord if Landlord is a defendant in the same proceeding. Landlord shall have the right to appoint co-counsel, which co-counsel will cooperate with Tenant's counsel in such proceedings. The fees and expenses of such co-counsel shall be paid by Landlord, unless such co-counsel is appointed because the interests of Landlord and Tenant in such proceedings have become adverse under legal ethics rules.

(c) Tenant, upon not less than five (5) Business Days' prior notice, which notice shall include reasonably detailed information on Landlord's or Mortgagee's proposed activities) shall permit such persons as Landlord or Mortgagee may designate and (unless an Material Event of Default has occurred and is continuing) approved by Tenant ("**Site Reviewers**") to visit the Premises from time to time and perform an environmental site investigation and assessment ("**Site Assessment**") on the Premises, if Landlord or Mortgagee in good faith reasonably believes the Premises are or may be in violation of applicable Environmental Laws and shall specify those reasons in writing to Tenant, for the purpose of determining whether there exists on the Premises any environmental condition which may result in any liability, cost or expense to Landlord or any other owner or occupier of the Premises. Such Site Assessments may include both above and below the ground testing for environmental damage or the presence of Hazardous Materials on the Premises and such other tests on the Premises as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Such site reviewers shall have liability insurance covering Tenant as an additional named insured with a limit of liability no lower than $1,000,000. Tenant shall supply to the Site Reviewers such historical and operational information regarding the Premises in Tenant's possession or control as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and shall make available for meetings with the Site Reviewers, upon at least three (3) business days advance notice, appropriate personnel of Tenant having knowledge of such matters, if any. Provided that, at the time that it orders a Site Assessment, Landlord or a Mortgagee has reasonable cause to believe that there may be a violation of Environmental Laws with respect to the Premises for which Tenant is responsible under this Section, or if a Material Event of Default has occurred and is continuing, and the Site Reviewers confirm the existence of such violation, the reasonable cost of one Site Reviewer performing and reporting such Site Assessment shall be paid by Tenant within 30 days after demand by Landlord. Landlord, promptly after written request by Tenant and payment by Tenant to the extent required as aforesaid, shall deliver to Tenant copies of reports, summaries or other compilations of the results of such Site Assessments. In undertaking any such activities, Landlord and/or Mortgagee, as the case may be, shall cooperate with Tenant to minimize disruption to Tenant and any other occupants of the Premises.

(d) Tenant shall notify Landlord in writing, promptly upon Tenant's receiving written notice thereof, of any:

(i) notice or claim to the effect that Tenant or any other Person is or may be liable to any Person as a result of the release of any Hazardous Material into the environment from the Premises;

(ii) notice that Tenant or any other Person is subject to investigation by any governmental authority evaluating whether any remedial action is needed to

respond to the release or threatened release of any Hazardous Material into the environment from the Premises;

(iii) notice that the Premises are subject to an environmental lien; or

(iv) notice of violation to Tenant or actual knowledge by Tenant of a condition which might reasonably result in a notice of violation of any applicable Environmental Law that could have a material adverse effect upon the Premises or the value of the Premises.

(v) Release of Hazardous Materials from, on, at, to or under the Premises or presence of Hazardous Materials on the Premises in violation of Environmental Laws.

(e) Landlord has purchased an environmental insurance policy (Chartis Policy No. 2445605 dated May, 30, 2012) and has added Tenant as a named insured thereunder prior to the Commencement Date. Landlord will similarly have Tenant included as an additional insured on any renewal or extension of such policy or any subsequent policy insuring Landlord or its affiliates with respect to the Premises.

61. **PERMITTED CONTESTS**: Tenant shall not be required to (i) pay any Imposition, (ii) comply with any Applicable Law, (iii) remove any lien or encumbrance, (iv) take any action with respect to any encroachment, hindrance, obstruction, violation or impairment referred to in this Lease, or (v) discontinue a particular use under subsection 3(a) herein, so long as Tenant shall contest, in good faith and at its expense, the existence, the amount or the validity thereof, the amount of the damages caused thereby, the applicability thereof to Tenant or the Premises or the extent of its liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (W) the collection of, or other realization upon, the tax, assessment, levy, fee, rent or charge or lien, encumbrance or charge so contested; (X) the sale, forfeiture or loss of the Premises, or any part thereof, or the Fixed Rent or any Additional Rent, or any portion thereof; (Y) any material interference with the use or occupancy of the Premises or any part thereof; and (Z) any interference with the payment of the Fixed Rent or any Additional Rent, or any portion thereof. While any such proceedings are pending, Landlord shall not have the right to pay, remove or cause to be discharged the tax, assessment, levy, fee, rent or charge or encumbrance or charge thereby being contested. Each such contest shall be promptly prosecuted by Tenant to a final conclusion. Tenant shall pay, and save Landlord and the Mortgagee harmless against, any and all losses, judgments, decrees and costs (including all reasonable attorneys' fees and expenses) in connection with any such contest and shall, promptly after the final settlement, compromise or determination of such contest, fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be payable therein or in connection therewith, together with all penalties, fines, interests, costs and expenses thereof or in connection therewith, and perform all acts, the performance of which shall be ordered or decreed as a result thereof; provided, however, that nothing herein contained shall be construed to require Tenant to pay or discharge any lien, encumbrance or other charge created by any act or failure to act of Landlord or the payment of which by Tenant is not otherwise required hereunder, or to perform any act which Tenant is not otherwise required to perform hereunder. No such contest may subject Landlord or the Mortgagee to the risk of any criminal liability. Tenant acknowledges that the Premises are subject to Tax Incentive Financing which extends until June 30, 2018, and that during the period such financing remains in effect Tenant will not be permitted to contest Property Taxes.

62. PURCHASE PROCEDURES:

In the event of the purchase of Landlord's interest in the Premises by Tenant pursuant to any provision of this Lease, the terms and conditions set forth below shall apply.

(a) On the closing date fixed for the purchase of Landlord's interest in the Premises:

(i) Tenant shall pay to Landlord, in lawful money of the United States, by wire transfer of immediately available funds, at Landlord's address hereinabove stated or at any other place in the United States which Landlord may designate, the purchase price; and

(ii) (ii) Landlord shall execute and deliver to Tenant a limited warranty deed, assignment and/or such other instrument or instruments as may be appropriate, which shall transfer Landlord's interest in the Premises subject to, (A) Permitted Encumbrances (except free of the lien of any Mortgage if the purchase is under Section 13), (B) all liens, encumbrances, charges, exceptions and restrictions attaching to the Premises after the Effective Date which shall not have been created or caused by Landlord, and (C) all Applicable Laws then in effect. In the case of a purchase of Landlord's interest in the Premises by Tenant pursuant to Section 13, Landlord shall also pay to Tenant the net condemnation award, when received, if any.

(b) Tenant shall pay all costs, charges and expenses of Landlord and Mortgagee incident to such transfer, including, without limitation, all recording fees, attorneys' fees and expenses, transfer taxes, title insurance premiums and federal, state and local taxes, except for any net income taxes.

(c) Tenant shall pay all Fixed Rent and Additional Rent due and payable up to an including the date Tenant purchases Landlord's interest in the Premises.

(d) If Tenant elects to acquire the Premises by assuming Landlord's Mortgage, it must first obtain the Mortgagee's consent, and if so approved, then it must pay for Mortgagee's assumption and transactional costs.

63. [INTENTIONALLY OMITTED]

64. ARBITRATION:

No dispute relating to this Lease or the relationship of Landlord and Tenant under this Lease shall be resolved by arbitration unless this Lease expressly provides for such dispute to be resolved by arbitration, and either party may request arbitration of any matter in dispute where, in this Lease, arbitration is expressly provided as the appropriate remedy. Any dispute between Landlord and Tenant relating to whether or not Landlord or Tenant has unreasonably withheld, delayed or conditioned its consent where Landlord or Tenant was required to act reasonably under this Lease, may be settled by arbitration at the election of either party, and any arbitration hereunder shall be conducted in accordance with the then prevailing Commercial Arbitration Rules (Expedited Procedures) of the American Arbitration Association (the "**AAA**"), or the successor party thereto from time to time in existence. The arbitrator shall determine the extent to which each party is successful in such arbitration proceeding in addition to rendering a decision on the dispute submitted. If the arbitrator determines that one (1) party is

entirely unsuccessful, then such party shall pay all of the fees of such arbitrator. If the arbitrator determines that both parties are partially successful, then each party shall be responsible for such arbitrator's fees only to the extent such party is unsuccessful (e.g., if Landlord is eighty percent (80%) successful and Tenant is twenty percent (20%) successful, then Landlord shall be responsible for twenty percent (20%) of such arbitrator's fees and Tenant shall be responsible for eighty percent (80%) of such arbitrator's fees). Landlord and Tenant shall each bear their own expenses (including, but not limited to, attorney's fees and expenses of witnesses) in any arbitration proceedings. The arbitration proceeding shall be held in Fairfield County, Connecticut. Within ten (10) days after the giving of such notice, the Parties shall mutually agree to a single, independent, disinterested arbitrator or, failing such agreement, an arbitrator shall be appointed by the AAA. Provided the rules and regulations of the AAA so permit, (i) the AAA shall, within 2 Business Days after such submission or application, select a single arbitrator having at least ten (10) years' experience in leasing and management of commercial properties similar to the Building or the particular subject matter of the dispute in the context of commercial properties, (ii) the arbitration shall commence 2 Business Days thereafter and shall be limited to a total of seven hours on the date of commencement and continue thereafter until completion, with each party having no more than a total of eight hours to present its case and to cross-examine or interrogate persons supplying information or documentation on behalf of the other party, and (iii) the arbitrator shall make a determination within 3 Business Days after the conclusion of the presentation of Landlord's and Tenant's cases, which determination shall be limited to a decision upon (A) whether Landlord or Tenant, as applicable, acted reasonably in withholding its consent or approval, or (B) the specific dispute presented to the arbitrator, as applicable (and the arbitrator shall not be permitted to modify any of the terms of this Lease). The arbitrator's determination shall be final and binding upon the Parties, whether or not a judgment shall be entered in any court.

65. <u>MISCELLANEOUS PROVISIONS</u>:

(a) This Lease and all of the covenants and provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and the heirs, personal representatives, successors and permitted assigns of the parties.

(b) The titles and headings appearing in this Lease are for reference only and shall not be considered a part of this Lease or in any way to modify, amend or affect the provisions thereof.

(c) This Lease contains the complete agreement of the parties with reference to the leasing of the Premises, and may not be amended except by an instrument in writing signed by Landlord and Tenant and consented to by Mortgagee (if any). Any amendment not consented to by Mortgagee (if any) shall be void and have no force and effect.

(d) Any provision or provisions of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

(e) This Lease may be executed in one or more counterparts, and may be signed by each party on a separate counterpart, each of which, taken together, shall be an original, and all of which shall constitute one and same instrument.

(f) The term "Landlord" as used in this Lease shall mean only the owner or owners at the time in question of the Premises. In the event of any transfer of such title or interest,

Landlord named in this Lease (and in case of any subsequent transfers, the then grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed hereunder, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successors and assigns, only during their respective periods of ownership.

(g) This Lease shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

LANDLORD AND TENANT HEREBY SUBMIT TO NON-EXCLUSIVE PERSONAL JURJSDICTION IN THE STATE OF CONNECTICUT AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF CONNECTICUT (AND ANY APPELLATE COURTS TAKING APPEALS THEREFROM) FOR THE ENFORCEMENT OF SUCH PERSON'S OBLIGATIONS HEREUNDER AND WAIVE ANY AND ALL PERSONAL RIGHTS UNDER THE LAW OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN SUCH STATE FOR THE PURPOSES OF SUCH ACTION, SUIT, PROCEEDING OR LITIGATION TO ENFORCE SUCH OBLIGATIONS OF TENANT OR LANDLORD. WITH RESPECT TO A SUIT COMMENCED IN A COURT LOCATED IN THE STATES OF CONNECTICUT OR NEW YORK, LANDLORD AND TENANT HEREBY WAIVE AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE (i) THAT IT IS NOT SUBJECT TO SUCH JURISDICTION OR THAT SUCH ACTION, SUIT OR PROCEEDING . MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN THOSE COURTS OR THAT IT IS EXEMPT OR IMMUNE FROM EXECUTION; (ii) THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM; OR (iii) THAT THE VENUE OF THE ACTION, SUIT OR PROCEEDING IS IMPROPER. IN THE EVENT ANY SUCH ACTION, SUIT, PROCEEDING OR LITIGATION IS COMMENCED, LANDLORD AND TENANT AGREE THAT SERVICE OF PROCESS MAY BE MADE, AND PERSONAL JURJSDICTION OVER LANDLORD AND TENANT OBTAINED, BY SERVICE OF A COPY OF THE SUMMONS, COMPLAINT AND OTHER PLEADINGS REQUIRED TO COMMENCE SUCH LITIGATION BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED UPON LANDLORD OR TENANT, AS THE CASE MAY BE, AT THE ADDRESS FOR NOTICE TO SUCH PERSON IN THIS LEASE (OR IN ANY SUBSEQUENT NOTICE OF CHANGE IN ADDRESS FOR SUCH PARTY). TENANT AND LANDLORD EACH HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATED TO THE ENFORCEMENT OF THIS LEASE.

(h) Any claim based on or in respect of any liability of Landlord under this Lease shall be enforced only against the Premises (including the revenues therefrom and any condemnation awards, insurance proceeds and sales proceeds payable with respect thereto) and not against any other assets, properties or funds of (i) Landlord or any manager, director, officer, shareholder, general partner, limited partner, or direct or indirect partners, employee or agent of Landlord or its managers (or any legal representative, heir, estate, successor or assign of any thereof); (ii) any predecessor or successor Person of Landlord or its managers, either directly or through Landlord or its predecessor or successor Person of Landlord or its general partners; and (iii) any other Person.

(i) Without the written approval of Landlord and Tenant, no Person other than Landlord (including its direct and indirect partners), Mortgagee, Tenant and their respective successors and assigns shall have any rights under this Lease.

(j) There shall be no merger of the leasehold estate created hereby by reason of the fact that the same Person may own directly or indirectly, (i) the leasehold estate created hereby or any interest in this Lease or such leasehold estate and (ii) the fee estate in the Premises. Notwithstanding any such combined ownership, this Lease shall continue in full force and effect until terminated by an instrument executed by both Landlord and Tenant and consented to in writing by the first Mortgagee.

(k) Without the prior written consent of Landlord, Tenant will not, directly or indirectly, consolidate with or merge into any corporation, association, partnership or other business organization or permit any corporation, association, partnership or other business organization to consolidate with or merge into it, or sell or otherwise transfer all or substantially all of its properties and assets, or acquire all or substantially all of the assets of any corporation, association, partnership or other business organization or individual, unless Tenant shall be the entity surviving such consolidation, merger or other action, or the surviving entity or transferee shall, to the extent an assumption of this Lease does not occur by operation of law, enter into an assumption of this Lease.

(l) During the twenty-four (24) month period preceding the date on which the Term of this Lease shall terminate or otherwise expire, subject to the rights of any tenant or other occupant leasing or occupying any portion of the Premises. Landlord may show the Premises to prospective tenants or purchasers at such reasonable times during normal business hours as Landlord may select upon reasonable prior notice to Tenant, provided that Landlord takes precautions not to unreasonably inconvenience Tenant or any persons occupying the Premises in accordance with this Lease and is accompanied by an employee or other representative of Tenant at all times during such entry.

(m) In the event of the termination of this Lease as herein provided, the obligations and liabilities of Landlord and Tenant, as the case may be, actual or contingent, under this Lease which arose at or prior to such termination shall survive such termination for a period of two years, provided that Tenant’s obligations and indemnities under Article 25 shall survive without any time limit.

(n) This Lease is intended as, and shall constitute, a true lease for income tax purposes, and Landlord and Tenant shall report their interests herein for income tax purposes as a true lease and shall not take any action or position inconsistent therewith.

(o) Landlord and Tenant each represent to the other that no broker or finder is entitled to a commission or other compensation in connection with this Lease or the transactions described herein, other than Newmark Grubb Knight Frank, the fees of which will be paid by Landlord pursuant to a separate agreement. Each of Landlord and Tenant will indemnify the other party for claims of other brokers or finders claiming compensation as a result of being engaged by such party.

(p) If no Material Event of Default hereunder has occurred and is continuing, Landlord will join with Tenant, from time to time at the request of Tenant (and at Tenant’s sole cost and

expense), with respect to their interests in the Premises to (i) sell, assign, convey or otherwise transfer an interest in the Premises to any person legally empowered to take such interest under the power of eminent domain, (ii) grant, in the ordinary course of business, easements, licenses, rights of way and other rights and privileges in the nature of easements, {iii) release, in the ordinary course of business, existing easements and appurtenances which benefit the Premises, (iv) dedicate or transfer unimproved portions of the Premises for road, highway or other public purposes, (v) execute petitions to have the Premises annexed to any municipal corporation or utility district, (vi) execute amendments to any covenants and restrictions affecting the Premises and (vii) execute and deliver any instrument, in form and substance reasonably acceptable to Landlord and Mortgagee, necessary or appropriate to make or confirm such grants or releases to any person, with or without consideration, but only if Landlord shall have received (x) a certificate of an authorized officer of Tenant stating that such grant or release does not materially interfere with and is not detrimental to the conduct of business on the Premises and does not unreasonably impair the usefulness of the Premises or substantially impair the fair market value of the Premises or impair Landlord's or Landlord's mortgagee's interest in the Premises, (y) a certificate stating the consideration, if any, being paid for said sale, grant, easement, license, release, right of way, petition, amendment or other such instruments described in this Section, is in the opinion of Tenant fair and adequate; and (z) a duly authorized and binding undertaking of Tenant, in form and substance reasonably satisfactory to Landlord and Mortgagee, to remain obligated under this Lease and under any instrument executed by Tenant consenting to the assignment of Landlord's interest in this Lease as security for indebtedness, as though such easement, license, right-of-way or other right or privilege has not been granted or released, and to perform all obligations of the grantor or party effecting the release under such instrument of grant or release during the Term of this Lease.

(q) Landlord will use its commercially reasonable best efforts to cooperate with governmental entities in securing Federal, State of Connecticut and City of Stamford economic incentives, public improvements or other inducements that may be available or become available to Tenant, provided however that "best efforts" shall not require that Landlord incur any financial obligations to the Federal, State or City authorities, or any other third party, as a condition of securing any such economic incentives. Tenant shall receive I 00% of the benefit of any economic incentives that it secures. Tenant shall reimburse Landlord for all reasonable third party costs and expenses incurred by Landlord in connection therewith provided Tenant has previously approved the same in writing.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

Landlord:

BLT 333 LUDLOW LLC

By: _____

Name:

Title:

Tenant:

STARWOOD HOTELS & RESORTS
WORLDWIDE, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

Landlord:

BLT 333 LUDLOW LLC

By: _____

Name:

Title:

Tenant:

STARWOOD HOTELS & RESORTS
WORLDWIDE, INC.

By: _____

Name:

Title:

EXHIBIT A
LEGAL DESCRIPTION - REAL ESTATE

Tract A:

ALL THAT CERTAIN piece, parcel or tract of land, together with the buildings and improvements thereon, situated in the City of Stamford, County of Fairfield and State of Connecticut and shown and delineated on a certain map entitled “Map of Property Prepared for Lowell M. Schulman, Stamford, Connecticut” Scale 1” = 50’ Oct. 24, 1980 by Ryan and Faulds-Land Surveyors Wilton, Conn.” now on file in the Office of the Town Clerk of Stamford and numbered 10644, reference thereto being had for a more particular description thereof.

Tract B:

ALL THOSE CERTAIN pieces, parcels or tracts of land, with the buildings and improvements thereon, situated in the City of Stamford, County of Fairfield and State of Connecticut known and designated as Parcel 1 and Parcel 2 on a certain map entitled “Map of Property Prepared for Lowell M. Schulman, Stamford, Connecticut, Scale 1” = 50’. May 27, 1981, Ryan and Faulds-Land Surveyors, Wilton, Connecticut” now on file in the Office of the Town Clerk of Stamford and numbered 10720, reference thereto being had for more particular description thereof.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Real estate taxes to the city/town of Stamford, Connecticut/Fairfield not yet due and payable.

2. Sewer and Water use charges not yet due and payable.

3. Restrictive covenants and agreements set forth in Warranty Deed from The Greyrock Land Company to Emily F. Jones dated April 20, 1898 and recorded in Volume 90 at Page 333 of the Stamford Land Records.

4. Restrictive covenants and agreements set forth in Warranty Deed from The Greyrock Land Company to Amos J. Givens dated September 21, 1906 and recorded in Volume 118 at Page 299 of the Stamford Land Records and Deed recorded in Volume 229 at Page 457 of the Stamford Land Records.

5. Electric and gas distribution easement from The Factory Estates, Incorporated to The Connecticut Power Company dated .July 19, 1950 and recorded in Volume 644 at Page 70 of the Stamford Land Records.

6. Electric distribution easement from Irwin S. Chanin and Henry I. Chanin· to The Hartford Electric Light Company dated July 22, 1963 and recorded in Volume 987 at Page 370 of the Stamford Land Records.

7. Electric distribution easement for Bernard H. Trager, Trustee for Thak Associates to The Hartford Electric Light Company dated May 16, 1974 and recorded in Volume 1408 at Page 348 of the Stamford Land Records.

8. Easement from Lowell M. Schulman to the City of Stamford dated February 11, 1986 and recorded in Volume 2724 at Page 53 of the Stamford Land Records; and as revised by that certain easement from Lowell M. Schulman to the City of Stamford dated April I, 1986 and recorded in Volume 2764 at Page 303 of the Stamford Land Records; and as further revised by that certain Public pedestrian easement from Harbor Park Associates to the City of Stamford dated April 24, 1989 and recorded in Volume 3427 at Page 46 of the Stamford Land Records.

9. Conditions and requirements set forth in Certificate No. 578-A issued by the State of Connecticut Traffic Commission dated August 21, 1990 and recorded in Volume 3611 at Page I 18 of the Stamford Land Records.

10. Application and Appeal from Board of Tax Review (Antares 333 Ludlow LP vs. City of Stamford) dated May 27, 2009 and recorded in Volume 10465 at Page I of the Stamford Land Records.

11. Littoral rights of others in and to any land lying below the mean high water mark and rights of others in and to the tidal waters of the East Branch of the Stamford Harbor and the Long Island Sound.

12. Rights of the United States Government to change and alter the harbor, bulkhead or pierhead lines adjacent to the premises, to establish harbor, bulkhead or pierhead lines different from the present lines; and to take land now or formerly under water without compensation.

13. Rights of the United States Government, the State of Connecticut and the City of Stamford or any of their departments or agencies, to regulate and control the use of piers, bulkheads, land under water and land adjacent thereto.

14. Lease from Harbor Park Associates to Deloitte & Touche, a notice of which is dated August 2, 1991 and recorded in Volume 3731 at Page 192 of the Stamford Land Records.

15. Resolution No. 3405 of the 28th Board of Representatives of the City of Stamford, Renaming a Portion of Ludlow Street to Star Point, recorded January 4, 2011 in Volume 10056 at Page 230 of the Stamford Land Records.

16. Notice of Lease dated as of May 8, 2014 between BLT 333 Ludlow LLC and Starwood Hotels & Resorts Worldwide, Inc.

EXHIBIT G

CONCEPT ALTERATIONS

1. Cafeteria expansion
2. Solar panels
3. Fuel cells – location, sizing and impact on neighborhood to be reviewed and approved by Landlord.
4. Replace, modify or convert fountain to an alternate architectural entrance feature which may or may not include a water feature.
5. Extend cladding on façade
6. Above-ground storage tank to be used in connection with the generator

EXHIBIT H

NOTICE OF LEASE

This document was prepared by
and upon recording return to:

Kelley Drye & Warren LLP
101 Park Avenue
New York, NY 10178
Attention: John A. Garraty, Jr., Esq.

NOTICE OF LEASE

This Notice of Lease (this "Memorandum"), dated as of _____ _____, 2014, is made by and between BLT 333 LUDLOW LLC ("Landlord"), and STARWOOD HOTELS & RESORTS WORLDWIDE, INC. ("Tenant").

RECITALS:

A. By that certain Lease ("Lease") dated as of _____ _____, 2014 (the "'Effective Date"), by and between Landlord and Tenant, Landlord leased to Tenant and Tenant leased from Landlord, upon and subject to the terms and provisions contained in the Lease, certain premises ("Premises"), legally described on Exhibit A attached hereto and incorporated herein by reference.

B. Landlord and Tenant desire to execute and record this Memorandum for the purpose of giving notice of the existence of the Lease.

C. Unless otherwise provided herein, all capitalized words and terms in this Memorandum shall have the same meanings ascribed to such words und terms as in the Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Premises.

For and in consideration of the rents reserved and of the covenants and agreements contained in the Lease, Landlord has leased unto Tenant and Tenant has leased from Landlord the Premises.

2. Term.

The Primary Term of the Lease is for a period commencing on _____ _____, 2014 (the "Commencement Date") and expiring on the twentieth (20th) anniversary of the Commencement Date, unless the Lease (a) shall sooner end and terminate as provided in the Lease, or (b) be extended pursuant to the following Tenant renewal options; (i) two (2) renewal terms of five (5) years each, upon the terms, provisions, covenants and conditions set forth in the Lease.

3. Obligation to Purchase.

Tenant has certain obligations to purchase the Premises in connection with a condemnation meeting certain qualifications as set forth in Article 13 of the Lease.

4. Notice of Lease.

This Memorandum is executed for the purposes of giving notice of the existence of the Lease. The Lease is deemed to be a material part hereof as though set forth in length herein. Whenever a conflict of provisions between this Memorandum and the Lease shall occur, the provisions of the Lease shall govern. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Original Lease.

The Lease is on file at the office of Landlord's attorney: 100 Washington Boulevard, Suite 200, Stamford, Connecticut 06902, Attention: David Fite Waters, Esq.

6. Miscellaneous.

Upon the expiration or earlier termination of the Lease, this Memorandum of Lease shall automatically terminate without further act of the parties hereto, and upon request by Landlord, Tenant shall execute any documents reasonably required to evidence such termination and to remove any exceptions lo Landlord's title resulting from the Lease. If Tenant fails to so execute any such documents, then Tenant irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to execute and deliver such documents, which appointment includes full power of substitution and shall be deemed to be coupled with an interest.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum to be executed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

BLT 333 LUDLOW LLC, a Delaware limited liability company

/s/ Hiru Bellara
Hiru Bellara

By: _____
Paul J. Kuehner
Its Authorized Signatory

/s/ Kelle Gordon
Kelle Gordon

STARWOOD HOTELS & RESORTS WORLDWIDE, INC., a Maryland corporation

/s/

By: /s/ Kenneth Siegal
Kenneth Siegal
CAO and General Counsel

/s/ Hiru Bellara
Hiru Bellara

STATE OF CONNECTICUT)
) ss.: Stamford
COUNTY OF FAIRFIELD)

Before me, the undersigned, personally appeared Paul J. Kuehner, who acknowledged himself to be the Authorized Signatory of BLT 333 LUDLOW LLC, a Delaware limited liability company, and that he as such Authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as its Authorized Signatory before me, on this 28th day of February, 2014.

/s/ Hiru Bellara

HIRU BELLARA
Notary Public
Connecticut
My Comm. Expires February 28, 2018

Commissioner of the Superior Court
Notary Public
My Commission Expires: 2/28/2018

STATE OF CONNECTICUT)
) ss.: Stamford
COUNTY OF FAIRFIELD)

Before me, the undersigned, personally appeared Kenneth Siegal, who acknowledged himself to be the CAO and General Counsel of Starwood Hotels & Resorts Worldwide, Inc., a Maryland corporation, and that he as such CAO and General Counsel, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as its CAO and General Counsel before me, on this 28th day of February, 2014.

/s/ Hiru Bellara

HIRU BELLARA
Notary Public
Connecticut
My Comm. Expires February 28, 2018

~~Commissioner of the Superior Court~~
Notary Public
My Commission Expires: 2/28/2018

EXHIBIT A
LEGAL DESCRIPTION

Tract A:
ALL THAT CERTAIN piece, parcel or tract of land, together with the buildings and improvements thereon, situated in the City of Stamford, County of Fairfield and State of Connecticut and shown and delineated on a certain map entitled “Map of Property Prepared for Lowell M. Schulman, Stamford, Connecticut” Scale 1” = 50’ Oct. 24, 1980 by Ryan and Faulds-Land Surveyors Wilton, Conn.” now on file in the Office of the Town Clerk of Stamford and numbered 10644, reference thereto being had for a more particular description thereof.

Tract B:
ALL THOSE CERTAIN pieces, parcels or tracts of land, with the buildings and improvements thereon, situated in the City of Stamford, County of Fairfield and State of Connecticut known and designated as Parcel 1 and Parcel 2 on a certain map entitled “Map of Property Prepared for Lowell M. Schulman, Stamford, Connecticut, Scale 1” = 50’. May 27, 1981, Ryan and Faulds-Land Surveyors, Wilton, Connecticut” now on file in the Office of the Town Clerk of Stamford and numbered 10720, reference thereto being had for more particular description thereof.

EXHIBIT M

SNDA FOR TENANT

(attached)

SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENT AGREEMENT

by and among

_____,
as Lender

- and -

STARWOOD HOTELS & RESORTS WORLDWIDE, INC.,
as Tenant

- and -

BLT 333 LUDLOW LLC,
as Borrower

Dated: _____ ___, 20____
Location: One Star Point, Stamford, Connecticut
Section:
Block:
Lot:
County: Fairfield

PREPARED BY AND UPON
RECORDATION RETURN TO:

SUBORDINATION, NONDISTURBANCE AND ATIORNMENT AGREEMENT

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "**Agreement**") made as of the _____ day _____, 20__ by and among _____, a _____, ("**Lender**"), having an address at _____, STARWOOD HOTELS & RESORTS WORLDWIDE, INC., a _____ ("**Tenant**") having an address at _____, and BLT 333 LUDLOW LLC, a Connecticut limited liability company ("**Borrower**") having an address at 100 Washington Boulevard, Suite 200, Stamford, CT 06902.

RECITALS:

WHEREAS, Tenant and Borrower are parties to a certain lease, as more particularly described on **Exhibit 1** attached hereto (the "**Lease**"), that demises to Tenant the property described in **Exhibit A** attached hereto (the "**Property**");

WHEREAS, the Property is or is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "**Security Instrument**") in favor of Lender, to secure a certain mortgage loan to Borrower, currently held by Lender; and

WHEREAS, Tenant has agreed to subordinate the Lease to the lien of the Security Instrument and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth, and Tenant, Lender and Borrower have agreed to certain additional matters, as set forth below.

NOW, THEREFORE in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Tenant and Borrower hereby agree as follows:

AGREEMENT:

1. Subordination. The Lease shall be subject and subordinate in all respects to the lien of the Security Instrument, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof. In the case of renewals, modifications, consolidations and extensions, the foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness.

2. Nondisturbance. So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default (in each case beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Lender agrees for itself and its successors in interest and for any other person or entity acquiring title to the Property upon a foreclosure of the Security Instrument (an "**Acquiring Party**"), that Tenant's possession of, and rights with respect to, the premises as described in the Lease will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said premises may be expanded as specified in the Lease, by reason of a foreclosure. In the event of a foreclosure, Lender shall not name Tenant as a defendant in such foreclosure action, unless required by applicable law. For purposes of this agreement, a "foreclosure" shall include (but not be limited to) any judicial or non-judicial foreclosure, a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer of the Borrower's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, a deed or an assignment or sale in lieu of foreclosure.

3. Attornment. Tenant agrees to attorn to, accept and recognize any Acquiring Party as the landlord under the Lease for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party, any reasonable instrument which may be necessary or appropriate to evidence such attornment.

4. No Liability. Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither Lender, any receiver nor any Acquiring Party shall be:

(a) liable for any act, omission, negligence, default, warranty or indemnity of Borrower or any prior landlord; however, the foregoing shall not relieve the Lender or any Acquiring Party of the obligation to cure an ongoing default by Borrower under the Lease from and after the date on which the Lender or other Acquiring Party acquires title and/or possession of the Property; or

(b) liable for any failure of Borrower or any prior landlord to construct any improvements, except that Lender or an Acquiring Party shall have such liability with respect to the bulkhead work described on Exhibit K of the Lease (the "Bulkhead Work") and the Tenant Improvements Allowance, but such liability shall not exceed the amounts escrowed therefor in accordance with Sections 22(g) and 22(h) of the Lease and further provided that Lender or the Acquiring Party shall have access to any remaining funds escrowed therefor; or

(c) subject to any offsets, credits, claims or defenses which Tenant might have against Borrower or any prior landlord; however, the foregoing shall not relieve the Lender or any Acquiring Party for liability to cure an ongoing default by Borrower under the Lease from and after the date on which Lender or other Acquiring Party acquires title and/or possession of the Property; or

(d) bound by (i) any rent which Tenant might have paid for more than one (1) month in advance to Borrower or any prior landlord, or (ii) any additional rent or other sums which Tenant might have paid for more than one (1) payment period in advance to Borrower or any prior landlord; or

(e) except as expressly provided in the Lease, bound by any termination, subordination, surrender, amendment or modification of the Lease or release of Tenant's liability thereunder not expressly consented to in writing by Lender in each instance or otherwise expressly permitted by the

Security Instrument (and each of Borrower and Tenant specifically agrees that it shall not terminate, subordinate, surrender, amend or modify the Lease without the prior written consent of Lender in each instance), and any such prohibited action taken without the express written consent of Lender shall be void *ab initio* and of no force and effect; provided, however, the Lender or any such Acquiring Party shall reasonably consider amendments or modifications to the Lease which shall not alter the rent, term or any of the material obligations of Tenant or material rights of Borrower as landlord under the Lease; or

(f) liable to Tenant hereunder or under the terms of the Lease beyond its interest in the Property; or

(g) liable to Tenant for the return of any security deposit given by Tenant or its predecessor to Borrower or any prior landlord, unless such security was actually delivered to Lender or an Acquiring Party, provided, however, that Tenant shall not have the obligation to replace or replenish such security if it has actually been delivered to Lender unless it is thereafter required to be replaced or replenished pursuant to the terms of the Lease.

Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against Borrower or any other prior landlord for prior losses or damages incurred prior to the date that an Acquiring Party takes title to the Property.

5. Rent. Tenant has received notice that the Lease and the Rent (as defined in the Lease) and all other sums due thereunder have been assigned to Lender as security for the loan secured by the Security Instrument. Borrower hereby irrevocably directs Tenant to pay all Rent (as defined in the Lease) and all other amounts payable by Tenant to Borrower, as landlord under the Lease, as directed in the Irrevocable Tenant Payment Direction Letter being executed and delivered concurrently herewith.

6. Lender to Receive Notices. Tenant shall send copies of all notices of default, the exercise of any right to terminate all or any portion of the Lease and the exercise of any option under the Lease to Lender as specified in Exhibit 2 or as otherwise directed by Lender from time to time. To the extent, if any, that Tenant has any right to cancel the Lease as a result of a default by the landlord thereunder, Tenant agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation of the Lease by Tenant shall be effective unless Lender shall have received notice of default giving rise to such cancellation and shall have failed within sixty (60) days after receipt of such notice to cure such default, or if such default cannot be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and thereafter diligently to pursue any action necessary to cure such default.

7. Tenant Offers to Purchase the Property.

(a) Borrower and Tenant agree that (i) if, pursuant to the Lease, Tenant shall offer to purchase the Property or part thereof, notice of rejection of any such offer by Borrower shall be validly

given for all purposes only if consented to in writing by Lender, such right of Lender to consent shall be exercised not later than thirty (30) days from the date that Borrower or Tenant provided to Lender written notice of Borrower's rejection (if Lender shall not consent to such rejection then the Borrower's rejection shall be deemed to be void) or (ii) if Tenant shall become obligated to purchase the Property or part thereof or the right to receive the condemnation award (the "**Award**") pursuant to any provision of the Lease, and in particular Section 13.2 thereof, Tenant will accept a deed (or, if given pursuant to Section 13.2 of the Lease, a special warranty deed), assignment or other instrument conveying and transferring the Property or such part thereof and, if applicable, the Award, which deed, assignment or other instrument is executed and delivered by Lender as being in compliance with the provisions of the Lease, provided that said deed, assignment or other instrument shall convey good title and shall otherwise be in compliance with the provisions of the Lease. The Lender shall comply with the Lease and in particular Section 13.2 and Article 27 of the Lease in connection with any transfers pursuant to this Section 7(a).

(b) Tenant and Borrower acknowledge and agree that any rejection by Borrower of a Tenant offer to purchase the Property made without Lender's written consent shall be void.

8. Purchase Option, Right of First Refusal. The lien of the Mortgage shall unconditionally be and remain at all times a lien on the Property prior and superior to any existing or future option or right of first refusal of Tenant to purchase the Property or any portion thereof. In the event of any transfer of Borrower's interest in the Property by foreclosure, trustee's sale, or other action or proceeding for the enforcement of the Mortgagee or by deed in lieu thereof, Tenant specifically waives any right, whether arising out of the Lease or otherwise, to exercise any purchase option or right of first refusal which remains unexercised at the time of such transfer.

9. Financial Statements. Tenant agrees to provide to Lender copies of all financial statements and similar material required to be delivered to Borrower pursuant to Section 19(b) of the Lease.

10. Successors and Assigns. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties.

11. Duplicate-Originals: Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

12. Third Party Beneficiary. Tenant and Borrower hereby agree that Lender is entitled to all rights and benefits, including, without limitation, rights to indemnification, specifically referencing Lender or any first mortgage holder as set forth in the Lease, notwithstanding the fact that Lender is not a party to the Lease.

13. Miscellaneous.

(a) If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

(b) Tenant shall look only to the estate and property of Lender or any Acquiring Party in the Property for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Lender or an Acquiring Party as the lessor under the Lease, and no other property or assets of Lender or any Acquiring Party shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease.

(c) Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

(d) **EACH OF TENANT, LENDER AND BORROWER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

(e) This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

[Signature Page Follows]

IN WITNESS WHEREOF, Lender, Tenant and Borrower have duly executed this Agreement as of the date first above written.

LENDER:

_____, a _____

By: _____
Name:
Title:

TENANT:

STARWOOD HOTELS & RESORTS
WORLDWIDE, INC., a Maryland corporation

By: _____
Name:
Title:

BORROWER:

BLT 333 LUDLOW LLC

By: _____
Name:
Title:

ADD ACKNOWLEDGMENTS

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT 1

DESCRIPTION OF LEASE

Lease between BLT 333 Ludlow LLC and Starwood Hotels & Resorts Worldwide, Inc. dated as of May 8, 2014

EXHIBIT N

LANDLORD SNDA – SUBTENANTS

(attached)

SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENT AGREEMENT

by and among

BLT 333 LUDLOW LLC,
as Landlord

- and -

[_____],
as Subtenant

Dated: [_____]
Location: One Star Point, Stamford, Connecticut
Section:
Block:
Lot:
County: Fairfield

PREPARED BY AND UPON
RECORDATION RETURN TO:

[_____]

RECOGNITION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

RECOGNITION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "**Agreement**") made as of the ____ day _____, 20____ by and among BLT 333 LUDLOW LLC, a Connecticut limited liability company ("**Landlord**") with an office at 100 Washington Boulevard, Suite 200, Stamford, CT 06902, and _____, a _____ ("**Tenant**") having an address at _____.

RECITALS:

WHEREAS, Landlord and Starwood Hotels & Resorts Worldwide, Inc. ("**Sublandlord**") are parties to a certain lease agreement dated as of _____ ___, 2014 (the "**Prime Lease**"), that demises to Sublandlord the property described on **Exhibit A** attached hereto (the "**Property**");

WHEREAS, Sublandlord and Tenant are parties to a certain sublease, as more particularly described on **Exhibit B** attached hereto (the "**Lease**"), that demises to Tenant a portion of the Property described in the Lease (the "**Premises**");

WHEREAS, Landlord has agreed to recognize Tenant as a subtenant under the Prime Lease and grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth, and Tenant and Landlord have agreed to certain additional matters, as set forth below.

NOW, THEREFORE in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

AGREEMENT:

1. Nondisturbance. So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default (beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Landlord agrees for itself and its successors in interest, that Tenant's possession of the Premises as described in the Lease will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said Premises may be expanded as specified in the Lease, by reason of termination of the Prime Lease.

2. Attornment. In the event that the Prime Lease is terminated and no longer in full force and effect, the Tenant agrees to attorn to, accept and recognize Landlord as the landlord under the Lease for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon the request of Landlord, any reasonable instrument which may be necessary or appropriate to evidence such attornment.

3. No Liability. Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that Landlord shall not be:

(a) liable for any act, omission, negligence, default, warranty or indemnity of Sublandlord or any prior landlord, except Landlord shall not be relieved from the obligation to cure any defaults which

are nonmonetary and continuing in nature, of which defaults Landlord has received written notice and has been afforded an opportunity to cure, and such that the failure to cure the same would be a Landlord default under the Lease; or

(b) liable for any failure of Sublandlord or any prior landlord to construct any improvements; or

(c) subject to any offsets, credits, claims or defenses which Tenant might have against Sublandlord or any prior landlord unless the same have accrued under the Lease, Landlord has received written notice of the same and has been afforded an opportunity to cure the same; or

(d) bound by (i) any rent which Tenant might have paid for more than one (1) month in advance to Sublandlord or any prior landlord, or (ii) any additional rent or other sums which Tenant might have paid for more than one (1) payment period in advance to Sublandlord or any prior landlord; or

(e) bound by any amendment or modification of the Lease or, except in the event of a termination of the Lease, a release of Tenant's liability thereunder not expressly consented to in writing by Landlord in each instance (such consent not to be unreasonably withheld, conditioned or delayed), to the extent such amendment or modification causes the Lease to not satisfy the criteria of an "Eligible Sublease" as defined in Section 24.1(d) of the Prime Lease (and Tenant specifically agrees that it shall not amend or modify the Lease without providing written notice to Landlord in each instance), provided, nothing in this Agreement requires Sublandlord or Tenant to obtain Landlord's consent to a termination of, or reduction of the term of, any Lease; or

(f) liable to Tenant hereunder or under the terms of the Lease beyond its interest in the Property; or

(g) liable to Tenant for the return of any security deposit given by Tenant or its predecessor to Sublandlord or any prior landlord unless actually received by Landlord.

Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against Sublandlord or any other prior landlord for prior losses or damages incurred prior to the date that Tenant attorns to Landlord.

4. Landlord to Receive Notices. Tenant shall send copies of all notices of default under the Lease to Landlord as specified in **Exhibit C** or as otherwise directed by Landlord from time to time. To the extent, if any, that Tenant has any right to cancel the Lease as a result of a default by the landlord thereunder, Tenant agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation of the Lease by Tenant shall be effective unless Landlord shall have received notice of default giving rise to such cancellation and shall have failed within thirty (30) days after receipt of such notice to cure such default, or if such default cannot be cured within thirty (30) days, shall have failed within thirty (30) days after receipt of such notice to commence and thereafter diligently to pursue any action necessary to cure such default, not to exceed sixty (60) days.

5. Successors and Assigns. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties.

6. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

7. Miscellaneous.

(a) If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

(b) Tenant shall look only to the estate and property of Landlord in the Property for the satisfaction of Tenant’s remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Landlord as the lessor under the Lease, and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant’s remedies under or with respect to the Lease.

(c) Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

(d) **EACH OF TENANT AND LANDLORD HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

(e) This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Agreement as of the date first above written.

LANDLORD:

BLT 333 LUDLOW LLC

By: _____

Name:

Title:

TENANT:

_____

By: _____

Name:

Title:

ADD ACKNOWLEDGMENTS

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

LEASE DESCRIPTION

Sublease between Starwood Hotels & Resorts Worldwide, Inc. and [_____] dated as of [_____].

EXHIBIT C

LANDLORD NOTICE ADDRESS

EXHIBIT O

LENDER SNDA – SUBTENANTS

(attached)

NONDISTURBANCE AND ATTORNMENT AGREEMENT

NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") made as of the _____ day _____, 20___ by and among _____, a _____, as Trustee ("Lender"), having an address at _____, and _____, a _____ ("Tenant") having an address at _____.

RECITALS:

WHEREAS, BLT 333 Ludlow LLC ("Borrower") and Starwood Hotels & Resorts Worldwide, Inc. ("Sublandlord") are parties to a certain lease agreement dated as of _____ ____, 2014 (the "Prime Lease"), that demises to Sublandlord the property described on **Exhibit A** attached hereto (the "Property");

WHEREAS, Sublandlord and Tenant are parties to a certain sublease, as more particularly described on **Exhibit B** attached hereto (the "**Lease**"), that demises to Tenant a portion of the Property described in the Lease (the "**Premises**");

WHEREAS, the Property is or is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "**Security Instrument**") in favor of Lender, to secure a certain mortgage loan to Borrower, currently held by Lender; and

WHEREAS, Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth, and Tenant and Lender have agreed to certain additional matters, as set forth below.

NOW, THEREFORE in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Tenant hereby agree as follows:

AGREEMENT:

1. Nondisturbance. So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default (beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Lender agrees for itself and its successors in interest and for any other person or entity acquiring title to the Property upon a foreclosure of the Security Instrument (an "**Acquiring Party**"), that Tenant's possession of, and rights with respect to, the premises as described in the Lease will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said premises may be expanded as specified in the Lease, by reason of a foreclosure. Neither Lender nor said Acquiring Party shall name Tenant as a defendant in any such foreclosure action unless required by applicable law in order to acquire title to the Property. For purposes of this agreement, a "foreclosure" shall include (but not be limited to) any judicial or Mn-judicial foreclosure, a sheriffs or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer of the Borrower's interest in the Property under peril of foreclosure, including, without limitation to the generality. of the foregoing, a deed or an assignment or sale in lieu of foreclosure.

2. Attornment. In the event an Acquiring Party acquires title to the Property upon foreclosure of the Security Agreement and the Prime Lease is not in full force and effect but has been terminated by such Acquiring Party, the Tenant agrees to attorn to, accept and recognize such Acquiring

Party as the landlord under the Lease for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party, any reasonable instrument which may be necessary or appropriate to evidence such attornment.

3. No Liability. Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither Lender, any receiver nor any Acquiring Party shall be:

(a) liable for any act, om1ss1on, negligence, default, warranty or indemnity of Sublandlord or any prior landlord, except Lender shall not be relieved from the obligation to cure any defaults which are nonmonetary and continuing in nature, of which defaults Lender has received written notice and has been afforded an opportunity to cure, and such that the failure to cure the same would be a Lender default under the Lease; or

(b) liable for any failure of Sublandlord or any prior landlord to construct any improvements; or

(c) subject to any offsets, credits, claims or defenses which Tenant might have against Sublandlord or any prior landlord unless the same have accrued under the Lease, Lender has received written notice of the same and has been afforded an opportunity to cure the same; or

(d) bound by (i) any rent which Tenant might have paid for more than one (I) month in advance to Sublandlord or any prior landlord, or (ii) any additional rent or other sums which Tenant might have paid for more than one (l) payment period in advance to Sublandlord or any prior landlord; or

(e) bound by any amendment or modification of the Lease or, except in the event of a termination of the Lease, a release of Tenant's liability thereunder not expressly consented to in writing by Lender in each instance (such consent not to be unreasonably withheld, conditioned or delayed), to the extent such amendment or modification causes the Lease to not satisfy the criteria □fan "Eligible Sublease" as defined in Section 24.l(d) of the Prime Lease (and Tenant specifically agrees that it shall not amend or modify the Lease without providing written notice to Lender in each instance), provided, nothing in this Agreement requires Sublandlord or Tenant to obtain Lender's consent to a termination of, or reduction of the term of, any Lease; or

(f) liable to Tenant hereunder or under the terms of the Lease beyond its interest in the Property; or

(g) liable to Tenant for the return of any security deposit given by Tenant or its predecessor Sublandlord or any prior landlord unless actually received Lender or such Acquiring Party.

Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against Sublandlord or any other prior landlord for prior losses or damages incurred prior to the date that an Acquiring Party takes title to the Property.

4. Lender to Receive Notices. Tenant shall send copies of all notices of default, the exercise of any right to terminate all or any portion of the Lease and the exercise of any extension option (if any) under the Lease to Lender as specified in **Exhibit C** or as otherwise directed by Lender from time to time.

5. Successors and Assigns. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties.

6. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

7. Miscellaneous.

(a) If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

(b) Tenant shall look only to the estate and property of Lender or any Acquiring Party in the Property for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Lender or an Acquiring Party as the lessor under the Lease, and no other property or assets of Lender or any Acquiring Party shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease.

(c) Neither this Agreement nor any of the terms .hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

(d) **EACH OF TENANT AND LENDER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

(e) This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.

LENDER:

_____, a _____, as Trustee

By: _____
Name:
Title:

TENANT:

_____

By: _____
Name:
Title:

ADD ACKNOWLEDGMENTS

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

DESCRIPTION OF LEASE

Sublease between Starwood Hotels & Resorts Worldwide, Inc. and [_____] dated as of [_____].

EXHIBIT C

LENDER NOTICE ADDRESS

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made and entered into as of the 10th day of May, 2017 by and between Starwood Hotels & Resorts Worldwide, LLC (formerly known as Starwood Hotels & Resorts Worldwide, Inc.) a Maryland limited liability company ("Assignor"), and Marriott International, Inc., a Delaware corporation ("Assignee").

Recitals

WHEREAS, BLT 333 Ludlow LLC, a Connecticut limited liability company ("Landlord") and Assignor are parties to that certain Lease, dated May 8, 2014 (the "Lease"), pursuant to which Landlord leases to Assignor certain premises as described therein.

WHEREAS, Assignor desires to assign its rights under the Lease to Assignee, and Assignee desires to assume the liabilities and obligations of Assignor under the Lease, subject to the terms of this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Lease. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Lease and the security deposit (if any) held by Landlord thereunder, and Assignee hereby accepts from Assignor all such right, title and interest in the Lease, subject to the terms set forth in this Agreement.

2. Assumption of Liabilities and Obligations. Assignee hereby assumes all the liabilities and obligations of the tenant under the Lease arising or accruing on or after the date of this Assignment. As between Assignor and Assignee, Assignor shall remain liable for all liabilities and obligations of the tenant under the Lease arising or accruing prior to the date of this Assignment.

3. Successors and Assigns: Third-Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns. This Assignment shall not confer any rights or remedies upon any third party.

4. Entire Agreement; Amendments to Agreement. This Assignment sets forth the entire understanding and agreement (written or oral) between Assignor and Assignee on or prior to the date of this Assignment with respect to the matters set forth herein. No amendment of any terms of this Assignment, waiver of the obligations of Assignor or Assignee under this Assignment, or te1mination of this Assignment, shall be valid unless set forth in writing and executed by Assignor and Assignee.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the parties had signed the same signature page.

[Remainder of page intentionally left blank;
Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

STARWOOD HOTELS & RESORTS WORLDWIDE, LLC
a Maryland limited liability company

By:	/s/ Horace E. Jordan
Name:	Horace E. Jordan
Title:	Vice President

ASSIGNEE:

MARRIOTT INTERNATIONAL, INC.,
a Delaware corporation

By:	/s/ Horace E. Jordan
Name:	Horace E. Jordan
Title:	Vice President

SUBLEASE BETWEEN MARRIOTT INTERNATIONAL, INC. AND MOUNT SINAI GENOMICS, INC. (D/B/A SEMA4)

EXHIBIT B

SUBLEASE PREMISES

(see attached)

SUBLEASE BETWEEN MARRIOTT INTERNATIONAL, INC. AND MOUNT SINAI GENOMICS, INC. (D/B/A SEMA4)

EXHIBIT C

Commencement Date Agreement

Reference is made to that certain Sublease Agreement (as amended, the "Sublease") dated _____ _____, 2019, between Mount Sinai Genomics, Inc. (d/b/a SEMA4) ("Subtenant"), and Marriott International, Inc. ("Sublandlord"), whereby Sublandlord leased to Subtenant and Subtenant leased from Sublandlord certain premises located at One StarPoint a/k/a 333 Ludlow Street in the City of Stamford, County of Fairfield, State of Connecticut (the "Premises").

Sublandlord and Subtenant hereby acknowledge that the Sublease Commencement Date is _____. The Rent Commencement Date is _____. The Sublease Expiration Date is _____.

IN WITNESS WHEREOF, this Commencement Date Agreement is executed this _____ day of _____, _____.

SUBLANDLORD:

MARRIOTT INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

SUBTENANT:

MOUNT SINAI GENOMICS, INC. (d/b/a SEMA4)

By: _____
Name: _____
Title: _____

SUBLEASE BETWEEN MARRIOTT INTERNATIONAL, INC. AND MOUNT SINAI GENOMICS, INC. (D/B/A SEMA4)

EXHIBIT D

Cleaning Specifications

(see attached)

CLEANING SPECIFICATIONS

DAILY - Nightly
Sweep, dry mop or vacuum all floor areas of resilient wood or carpet, remove matter such as gum and tar, which has adhered to the floor.

Empty all ashtrays and waste baskets and removal all trash. Wipe down ashtrays and waste baskets.

Spot wash to remove major smudges, marks and fingerprints from such areas as walls, equipment, doors, partitions and light switches within reach.

Damp mop all non-resilient floors.

Dust and wipe all desk and table tops, so long as desks and table tops are not covered with files, paper or other personal effects

Wash clean all water fountain tops.

Dust closet shelving, coal racks, telephones, furniture, fixtures and window sills.

Dust all vinyl, plastic or leather type synthetic covered chairs nightly and wipe clean as needed

WEEKLY
Spot clean carpet stains.

Spot wash interior partition glass and door glass to remove smudge marks.

MONTHLY
Scrub resilient floor areas using buffable non-slip floor finish.

Clean all interior glass, both sides.

Clean the exterior and saddles of elevator doors.

QUARTERLY
Vacuum all ceiling and wall air supply and exhaust vents and diffusers

Clean all glass and mirrors in common lobbies.

High dust pictures, frames, charts, graphs and similar wall hangings or surfaces not reached in nightly cleanings, the exterior of lighting fixtures, overhead pipes and sprinklers located in the Premises.

SEMI-ANNUALLY

Wash vertical terrazzo or marble surfaces.

Damp wash such items, including surrounding wall or ceiling areas that are soiled.

ANNUALLY
Vacuum drapes.

Dust all storage shelves and damp mop floor areas.

Wash all interior and exterior surfaces of exterior glass.

Refinish resilient floor areas using buffable non-slip floor finish.

LAVATORY CLEANING

Nightly

Scrub, rinse and dry floors.
Wipe mirrors, power shelves, bright work (including flushometers, piping, and toilet seat hinges).
Clean enameled surfaces, wash basins, urinals and bowls.
Wash both sides of all toilet seats with soap and water.
Wash tile walls near urinals with disinfectant
Fill toilet tissue dispensers, as needed
Fill all soap, towel sanitary napkin dispensers as needed
Empty and wash clean all waste cans and other receptacles

Weekly

Treat urinals with a scale solvent, weekly

Monthly

Wash down lavatory walls and stalls from trim to floor.
Wash down partitions, tile floors and enameled surfaces.
Dust all lighting fixtures.

General

Landlord to provide sanitary dispensary units in ladies' rooms.

PORTER/MATRON DUTIES

Police lobby area, elevator cabs and lavatories twice daily.
Fill toilet tissue, soap, towel dispensers, as needed.
Keep garage lobby vestibules clean
Keep sidewalks free from debris and snow/ice.
Keep all stairwells clean and free of debris.
Keep the building entrance doors in clean condition.
Keep base building exterior metal work, marble, and building entrance in clean condition at all times.
Keep plaza, outdoor seating, railings, lights and other appurtenances clean.
Insert plastic liners in outdoor waste disposal cans and empty cans as needed.

Note:

This specification does not include the cleaning of IT/equipment rooms. This specification does not include cleaning of dishes, glasses, silverware, equipment or cooking materials located in a kitchenette. This specification does not include carpet shampooing. This specification does not include the type of cleaning involved for high end finishes such as wood paneling, office glass panel walls, marble, stone or other high finish flooring (other than normal mopping/cleaning).

SUBLEASE BETWEEN MARRIOTT INTERNATIONAL, INC. AND MOUNT SINAI GENOMICS, INC. (D/B/A\ SEMA4)

EXHIBIT E

Rules and Regulations

(see attached)

BUILDING RULES AND REGULATIONS

To the extent the provisions of these Rules and Regulations conflict with the provisions of the lease to which they are attached (the "Lease"), the provisions of the Lease shall control. Defined terms used herein that are not defined shall have the meaning set forth in the Lease. Any reference herein to "tenant" shall include Subtenant and any reference herein to "premises" shall include the Sublease Premises.

1. The sidewalks, driveways, entrances, passages, courts, lobby, esplanade areas, plaza, elevators, vestibules, stairways, corridors, Common Areas or halls shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to arid from the Sublease Premises (although the outdoor plaza and other outdoor Common Areas may be used for outdoor seating), and no tenant shall permit any of its employees, agents, or invitees to loiter in any of said areas (except for the outdoor plaza). No doormat of any kind whatsoever shall be placed or left in any public hall or outside any entry door of the Sublease Premises. Building fire exits are for emergency use only, and they shall not be used for any other purposes by any tenant. No tenant shall encumber or obstruct, or permit encumbrance or obstruction of, the Common Areas or the fire exits of the Building.

2. No awnings or other projections shall be attached to the outside walls of the Building. All curtains, shades, drapes, screens and blinds installed by tenant on any exterior window of the Sublease Premises shall conform in quality, type, design, style and color to the Building standard and shall be subject to Sublandlord's prior consent (including the manner of hanging or attachment).

3. No sign, insignia, advertisement, object, notice or other lettering shall be exhibited, inscribed, painted or affixed by any tenant on any part of the Building without in each such case the prior written consent of Sublandlord. In the event of the violation of the foregoing by any tenant, Sublandlord may remove the same without any liability, and may charge the expense incurred in such removal to the tenant or tenants violating this rule. Interior signs in Common Areas of the Building (if and when approved by Sublandlord), and lettering on doors and directory tablets shall be inscribed, painted or affixed for each tenant by Sublandlord at the reasonable expense of such tenant, and shall be of a size, color and style which matches Building standard or is otherwise reasonably acceptable to Sublandlord. No advertising of any kind by tenant shall refer to or contain a physical depiction of the Building, unless first approved in writing by Sublandlord.

4. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels, or other articles be placed on the window sills or on the peripheral air-conditioning enclosures.

5. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules.

6. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were designed or constructed, and no sweepings, rubbish, rags, acids or other substances shall be thrown or deposited therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees shall have, caused the same. Except as specified in Sublandlord's cleaning specifications, any cuspidors or containers or receptacles used as such in the Sublease Premises shall be emptied, cared for and cleaned by and at the expense of Subtenant.

7. No tenant shall mark, paint, drill into, or in any way deface any part of the Sublease Premises·, Common Areas or the Building. No borings or cuttings shall be pem1itted, except with the prior written consent of Sublandlord, and as Sublandlord may direct. No tenant shall install any resilient tile or similar floor covering in such tenant's premises, except in a manner approved by Sublandlord.

8. No bicycles, vehicles, birds or animals of any kind shall be brought into or kept in or about the Sublease Premises. However, this prohibition shall not apply to dogs which are assisting visually impaired personnel or which may be utilized for detecting illegal drugs or explosives.

9. No noise, including, but not limited to, music or other playing of musical instruments, recordings, radio or television, which, in the judgment of Sublandlord, might disturb other tenants in the Building, shall be made or permitted by any tenant. Sublandlord may require Subtenant to install such control devices or procedures to eliminate such noise (as the case or cases may be) the material, size and location of such installations shall be subject to Sublandlord's prior written approval. Nothing shall be done or permitted in the Sublease Premises by any tenant, which would impair or interfere with the use or enjoyment by any other tenant of any other space in the Building or on the outdoor plaza deck.

10. No tenant nor any of tenant's servants, contractors, employees, agents, visitors or licensees shall at any time bring or keep upon the Sublease Premises any inflammable, combustible or explosive fluid, chemical or substance, except in small quantities as may be required for the proper operation, maintenance and/or cleaning of customary office equipment, provided Subtenant shall comply with any and all laws and regulations governing usage and disposal of same.

11. Additional locks or bolts of any kind which shall not be operable by the grand master key for the Building shall not be placed upon any of the doors or windows by any tenant, nor shall any changes be made in locks or the mechanism thereof which shall make such locks inoperable by said grand master key. Sublandlord shall not be responsible for providing keys or other access to tenant and/or tenant persons for after-hours access to the tenant's premises (such responsibility shall remain with tenant). Each tenant shall, upon the tem1ination of its tenancy, tum over to Sublandlord all security cards, all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys furnished by Sub landlord, such tenant shall pay to Sublandlord the cost thereof.

12. The removal or delivery of furniture or extra-large or heavy items which may interfere with the use and occupancy of the Building by other tenants, or with their access to their respective leased premises, must take place during such hours and in such manner as Sublandlord or its agent may reasonably determine from time to time. All labor and engineering costs incurred by Sublandlord in connection with any moving specified in this rule, including a charge for overhead, shall be paid by Subtenant to Sublandlord, on demand. Sublandlord reserves the right to inspect all objects and matter to be brought into the Building and to exclude frori1 the Building all objects and matter which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Sublandlord may require any person leaving the Building with any package or other object or matter to submit a pass, listing such package or object or matter is being removed, but the establishment and enforcement of such requirement shall not impose any additional responsibility on Sublandlord for the protection of any tenant against the removal of property from the premises of such tenant. Sublandlord shall in no way be liable to any tenant for

damages or loss arising from the admission, exclusion or ejection of any person to or from the Sublease Premises of the Building under the provisions of this Rule 12 or Rule 16 hereof.

13. Subtenant shall not occupy or permit any portion of the Sublease Premises to be occupied as an office for a public stenographer or public typist, or for the storage, manufacture, or sale of liquor, narcotics, dope, tobacco in any form, or as a barber, beauty or manicure shop, or as a school, or as a hiring or employment agency or for the conduct of any business or occupation which involves direct patronage of the general public on such premises. Subtenant shall not engage or pay any employees on the Sublease Premises, except those actually working for Subtenant on the Sublease Premises (excluding independent contractors). Subtenant shall not use the Sublease Premises or any part thereof, or pen11it the Sublease Premises, or any part thereof to be used for manufacturing or for the sale at auction of merchandise, goods or property of any kind or for any business other than as specifically provided for in the Lease.

14. No tenant shall obtain, purchase or accept for use in the Sublease Premises catering, ice, water cooler, towel service, barbering, boot blackening, special cleaning, floor polishing or other similar services from any persons not expressly authorized by Sublandlord to furnish such service. Such services shall be furnished only during regular Business Hours, in the Sublease Premises, and under such reasonable regulations as may be fixed by Sublandlord. Each tenant shall furnish to Sublandlord, and shall update the same from time-to-time when appropriate to ensure that the same shall at all times remain current, the identities of all vendors involved in supplying services to the tenant at the Building and a certificate evidencing appropriate insurance as Sublandlord may reasonably require.

15. Sublandlord shall have the right to prohibit any advertising or identifying sign by any tenant which, in Sublandlord's judgment, tends to impair the reputation of the Building or its desirability as a building for offices and upon written notice from Sublandlord, such tenant immediately shall refrain from or discontinue such advertising or identifying sign.

16. Sublandlord reserves the right to exclude from the Building during hours other than Business Hours all persons connected with or calling upon any tenant who do not present a pass to the Building signed by tenant or whose entry tenant does not approve in response to telephone inquiry from the front desk upon such person's arrival at the Building and Sublandlord may require all persons admitted to or leaving the Building to provide appropriate identification. Subtenant shall furnish Sublandlord with a facsimile of such pass. All persons entering and/or leaving the Building on weekends or Holidays or on non-Holiday weekends before or after Business Hours may be required to sign a register. Subtenant shall be responsible for all persons for whom it issues any such pass and shall be liable to Sublandlord for all acts or omissions of such persons. Any person whose presence in the Building at any time shall, in the judgment of Sublandlord, be prejudicial to the safety, character or reputation of the Building or of its tenants may be ejected therefrom. During any invasion, riot, public excitement or other commotion, Sublandlord may prevent all access to the Building by closing the doors or otherwise for the safety of the tenants and protection of property in the Building.

17. Subtenant, before closing and leaving the Sublease Premises at any time, shall see that all operable windows are closed and lights are turned out. All blinds or drapes above the ground floor shall be lowered or closed when and as reasonably required because of the position of the sun, during the operation of the Building air conditioning systems to cool or ventilate the Sublease Premises. None of the heating, ventilating and air-conditioning supplies or exhausts

shall be covered or obstructed by any articles. All entrance doors in the Sublease Premises shall be left locked by tenant when the Sublease Premises are not in use. Entrance doors shall not be left open at any time. Subtenant acknowledges that a violation of the terms of this paragraph may also constitute a violation of codes, rules or regulations of governmental authorities having or asserting jurisdiction over the Sublease Premises, and Subtenant agrees to indemnify Sublandlord from any fines, penalties, claims, action or increase in fire insurance rates which might result from Subtenant's violation of the terms of this paragraph.

18. Unless Sublandlord shall furnish electrical energy hereunder as a service included in the rent, Subtenant shall, at Subtenant's expense, provide artificial light and electrical energy for the employees of Sublandlord and/or Sublandlord's contractors while doing janitor service or other cleaning in the Sublease Premises and while making repairs or alterations in the Sublease Premises.

19. The Sublease Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

20. The requirements of tenants will be attended to only upon notice of Sublandlord's managing agent and, if Sublandlord or its managing agent requests, upon execution and submission or written application or purchase order. Employees of Sublandlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Sublandlord.

21. Canvassing, soliciting and peddling in ·the Building are prohibited and each tenant shall cooperate to prevent the same.

22. There shall not be used in any space, or in the public halls of the Building, either by any tenant or by any others, in the moving or delivery or receipt of safes, freight, furniture, packages, boxes, crates, paper, office material, or any other matter of thing, any hand trucks except those equipped with rubber tires, side guards and such other safeguards as Sublandlord shall require. Sublandlord may regulate the use of hand trucks or rolling carts in the passenger elevators. or require use of the freight elevators(s) for such purposes.

23. There is no smoking in the Building at any time. Subtenant shall not cause or permit any odors of cooking or other processes or any unusual or objectionable odors to emanate from the Sublease Premises in disturbance of other tenants or which creates a public or private nuisance. Sublandlord may require tenant to install such control devices or procedures to eliminate such odors (as the case or cases may be) the material, size and location of such installations shall be subject to Sublandlord's prior written approval. The cooking or other process shall be discontinued immediately and shall not be resumed until so approved by Sublandlord. No cooking shall be done in the Sublease Premises except as is expressly permitted in the Lease.

24. Sublandlord reserves the right to rescind, alter or waive any rule or regulation at any time prescribed for the Building when, in its judgment, it deems it necessary or desirable for the reputation, safety, care or appearance of the Building, or the preservation of good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of tenants or others in the Building. No rescission, alteration or waiver of any rule or regulation in favor of one tenant shall operate as a rescission, alteration or waiver in favor of any other tenant.

25. The parking areas servicing the Building, including but not limited to any reserved spaces of Subtenant, shall not be used for storage of vehicles or long-term parking of vehicles; it being the

intention that Subtenant's use of said parking areas is to be directly related to Subtenant's use of Sublease Premises as said use is permitted by the terms of its Lease. Sub landlord reserves the right to cause the removal, by towing, of vehicles in violation of this parking rule, it being understood and agreed by Subtenant that Sublandlord's right to tow illegally parked vehicles is hereby noticed to Subtenant and no notice of Sublandlord's right to tow illegally parking vehicles by signage need be posted on the Land or the Building. All costs of the towing of illegally parked cars shall be borne by Subtenant and shall be deemed additional rent.

26. The garage is only to be used by tenants and their employees.

27. The speed limit within the garage is 5 m.p.h. and is strictly enforced.

28. Overnight parking in the Overflow Parking (as defined in the Lease) or in the garage is prohibited. You should defer to your Lease for rights to park in the garage after hours.

29. Vehicles may not be parked in such a manner as to block access to: garages, fire hydrants, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on driveways. Violators will be towed.

30. The following types of vehicles are prohibited in the parking areas or drives except for temporary loading or unloading: commercial vehicles (carrying a sign advertising a business); trucks, vans and vehicles with more than four single-tired wheels.

31. All vehicles parked on the property will be licensed and in operating condition for safe travel on public roads.

32. All persons will comply with Connecticut State Laws and Department of Motor Vehicles regulations on the roads, drives and property.

33. Parking in the garage is "at your own risk". Neither Sublandlord nor its agents shall not be held responsible for any damage to vehicles nor be responsible for any items left in vehicles.

34. All visitors must report to reception of the appropriate building of which they are visiting.

35. Any and all wet and/or food garbage, including coffee grinds, is to be deposited in a plastic liner bag in a waste basket or other receptacle.

36. Each tenant shall separate all refuse and rubbish of such tenant in accordance with the methods and procedures set forth, from time to time, by Sublandlord or otherwise required by law.

37. Each tenant shall rent from Sublandlord, at Sublandlord's then customary Building standard charge, masonite floor protectors which shall be used during any move-in or move-out by the tenant.

38. Each tenant shall furnish to Sublandlord prior to moving in or moving out the identities of all vendors involved in the move and a certificate evidencing appropriate insurance as Sublandlord may reasonably require.

39. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the Building or from the Sublease Premises only on the freight

elevator(s) and through the service entrances and corridors, and only during hours and in a manner approved by Sublandlord. Sublandlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these Rules and Regulations.

40. The use in the Sublease Premises of auxiliary heating devices, such as portable electric heaters, heat lamps or other devices to produce space heating is prohibited.

41. Each tenant shall be responsible for complying and causing its tenant persons to comply with fire safety laws, including, without limitation, those requiring participation in fire drills and reporting regarding designated fire wardens.

42. Each tenant shall furnish to Sublandlord prior to moving in to its premises (and thereafter updating as appropriate so that at all times it shall remain current) a list of persons to be contacted by Sublandlord's employees in case of an emergency.

43. Subtenant shall promptly report to Sublandlord any threat received by it which could in any way affect the safety of the Building and/or the safety and well-being (to persons and property) of other tenant persons.

44. If Sub landlord has reason to believe that a tenant's presence in the Building poses a threat to the safety of the Building and/or to the safety and well-being (to persons and/or to property) of other tenant persons or otherwise poses a threat to the peaceful occupation of the Building's tenant persons, Sublandlord may institute additional security measures, the cost of which shall be borne solely by the tenant and shall be billed as additional rent to the tenant.

45. Sublandlord reserves the right to control and operate the Common Areas and the facilities furnished for the common use of the tenants, including the right to designate certain elevators for delivery service and which Building entrances shall be used by persons entering, leaving and making deliveries to the Building and certain areas of the plazas as the areas where the tenant and tenant persons may congregate for smoking.

46. Sublandlord (or the Building concierge or security person then in charge) may require any person leaving the Building with any package or other object to exhibit an outgoing authorized package/materials pass signed by an authorized representative of the tenant from whose premises the package or object is being removed, but the establishment and enforcement, or failure to enforce, of such requirements shall not impose any responsibility on Sublandlord for the protection of any tenant against the removal of property from the premises of the tenant.

47. Nothing shall be clone or permitted in any tenant's premises and nothing shall be brought into or kept in any tenant's premises which would impair or interfere with any of the Building services or the proper and economic heating, cleaning or other servicing of the Building or the tenant's premises, or the use or enjoyment by any other tenant of any other premises or the Common Areas, nor shall there be installed by any tenant any ventilating, air conditioning, electrical or other equipment of any kind which, in the judgment of Sublandlord, might cause any such impairment or interference.

48. In connection with any work performed in the Sublease Premises, each tenant shall comply with the Contractor Rules and Regulations attached hereto.

Contractor Rules and Regulations - Stamford Portfolio

The following outlines the regulations and requirements that apply to all firms working at One Starpoint, 333 Ludlow Street, Stamford, CT. These regulations and requirements apply to general construction, tenant ,lease space construction, and performance of a tenant service contracts. No deviation or exception will be permitted without the written approval from the Building manager. **Violation of these rules may result in the ejection from the property of individuals or firms.** Questions or comments should be directed to the Building manager. Capitalized terms used herein and not defined shall have the meanings ascribed to such terms in the lease to which these rules and regulations are attached (the "Lease"). Any reference herein to "tenant" shall include Subtenant and any reference herein to "premises" shall include the Sublease Premises.

1. All contractors, subcontractors, or their agents ("Contractors") shall enter and exit the Building through the service entrance only. Service entrance is located at rear of Building by loading dock. Workers are restricted to certain areas. Access to toilet areas will be limited to those specifically approved by the Building manager.

2. All Contractors must be properly and visually identified at all times. The identification system must be approved prior to the start of any work and may take the form of approved badges for attachment to clothing. **All contractors must sign in and out of the Building with security desk.**

3. All Contractors shall maintain a professional manner while at the Building including but not limited to:

    a. No abusive language.

    b. No smoking.

    c. No standing in lobbies.

    d. No use of radios/tapes.

    e. No alcoholic beverages.

    f. No firearms or weapons.

4. All work areas are to be kept free of trash, debris, and non-useful materials. All work areas are to be left broom clean at the end of each day. All affected public areas are to be kept free of any construction materials, debris, or dust at all times. All Contractors must protect existing air conditioning vents and ductwork to prevent dust and debris from entering the HVAC system.

5. No storage of flammable substances will be allowed in the Building unless approved by the Building manager and in accordance with all applicable building codes and regulations.

6. Any Contractor who anticipates working on the Building's life safety systems (sprinklers, smoke detectors, fire command speakers) or whose work may affect the system, fire alarms, etc., must obtain written consent of the Building manager at least 48 hours prior to commencement of the work.

7. Hot work operations involving open flames or producing heat and/or sparks, including but not limited to welding, oxygen and arc cutting, open flame soldering, brazing, hot riveting, grinding, etc. require the issuance of a hot work permit. Hot work permits will be issued by the Building manager on a daily basis. Adherences to the hot work operations policy as dictated by the properties insurance carrier are mandatory and allow for no exceptions.

8. All required exits shall remain free and unobstructed at all times. All emergency exit lighting shall be maintained throughout the project.

9. All life safety equipment shall be continuously maintained, including the proper type and quantity of fully operational fire extinguisher located within the site. All Contractors must provide these for all projects.

10. No Contractor may begin any work that will or may disrupt the Building's electrical, plumbing, or air conditioning service without at least 48 hours prior notice and consent of the Building manager.

11. There will be absolutely no use of tenant and/or building property such as telephones, hand carts, etc., unless specifically approved by the Building manager in advance of their use.

12. All large deliveries will be scheduled with the Building manager. Advanced notification of at least 48 hours is required. Scheduling elevators for deliveries and trash removal will be the responsibility of the Contractors or the tenant using service request.

13. Storage of supplies or trash will only be allowed in designated areas at designated times.

14. Immediately upon being awarded a job, the superintendent of the successful bidder may be required to set up a field office as determined by the Building manager.

15. All Contractors must observe all applicable OSHA requirements, Federal, State, and Local rules and regulations for each project as required. The tenant and its Contractor shall obtain, at their cost, all necessary permits and fees.

16. No Contractors may perform any work that will prevent the quiet enjoyment of the property by tenants. Work producing excessive noise or odor is prohibited during normal building hours (7:00 a.m. - 6:00 p.m., Monday through Friday). The Building manager reserves the right to stop any such work at its sole discretion.

17. All Contractors working in the Building must provide a Certificate of Insurance, in an amount and type of coverage as required by the Building manager. (See Exhibit A.)

18. Masonite panels and other padding must be used to protect all walls, floors, and elevators from any damage that may be caused by moving demolition debris or construction materials through any part of the Building. Panels must be carefully taped to eliminate the risk of tripping.

19. All Contractors are required to use rubber wheeled carts in removing debris and trash from tenant floors. Under no circumstances will metal wheeled carts be allowed. All doors are to be protected against damage.

20. The delivery of materials and hauling of debris will be routed through the loading dock and freight elevators. No deliveries or hauling may be made through the main lobbies.

21. No Contractor may use restroom sinks for cleaning tools or materials or soil tenant washrooms. Slop sinks are available.

22. All Contractors will be responsible at its sole cost for the satisfactory repair or replacement (as reasonably determined by the Building manager) of any areas or material damaged as a result of Contractors' work.

23. No signage, tape, or paint may be affixed to windows.

24. Sublandlord shall have the right to assign building engineers to monitor and assist with all bulk move-ins or move-outs. Quantity of engineers needed for tenant's move is evaluated by Sublandlord based on overall risk of damage to property and size of tenant's project and is at the sole discretion of Sublandlord. Cost of assigned engineers will be at tenant's expense.

EXHIBIT A - INSURANCE REQUIREMENTS

I. All Contractors shall provide the following minimum insurance coverage:

A. Commercial General Liability
Written on an occurrence form for bodily injury liability and property damage liability with limits of not less than $1,000,000 combined single limit each occurrence and $2,000,000 in aggregate.

Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal injury liability. A combination of primary and excess policies may be utilized. Policies shall be primary and noncontributory.

B. Excess liability (umbrella) insurance on the above with limits of not less than $10,000,000

C. Worker's Compensation - Statutory Limits

D. Employer's Liability
With minimum liability limits of $1,000,000 bodily injury by accident each accident, $1,000,000 bodily injury by disease policy limit; $1,000,000 bodily injury each employee.

E. Commercial Automobile Liability
Combined Single Limit - $1,000,000 per accident.

Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.

F. Property Insurance
All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any property by the Contractor.

II. Policies described in Sections I.A. and I.B. above shall include the following as additional insured, including their officers, directors and employees:

1. Starwood Hotels & Resorts Worldwide, LLC
2. Marriott International, Inc.
3. BLT 333 Ludlow LLC
4. BLT Management LLC

A GL-2010 Endorsement shall be utilized for the policy (ies) described in Section I.A. above. Please note that the spelling of these parties must be exactly correct or the contract duties will not be allowed to commence.

III. Contractors shall waive any and all rights of subrogation against the parties identified in Paragraph II above as additional insureds.

IV. All policies will be written by companies licensed to do business in the State of Connecticut and which have a rating by Best's Key Rating Guide not less than "A-/XII"

V. Contractors shall furnish to the Building manager certificate(s) of insurance evidencing the above coverage at [_____] with copies to Sublandlord at [_____]. Original certificate(s) of insurance must be provided before Contractor commences contract duties or contract duties will not be allowed to commence.

VI. Certificate(s) of insurance relating to policies required under this exhibit shall contain the following words verbatim:

> "It is agreed that this insurance will not be canceled, not renewed or the, limits of coverage in any way reduced without at least thirty (30) day's advance written notice sent by certified mail, return receipt requested to: the Building manager at [_____] with copies to Starwood Hotels & Resorts Worldwide, LLC, Attn: Real Estate Legal Department"

In addition, the language set forth in this Paragraph VI shall also be added to each policy in the form of an endorsement.

SUBLEASE BETWEEN MARRIOTT INTERNATIONAL, INC. AND MOUNT SINAI GENOMICS, INC. (D/B/A SEMA4)

EXHIBIT F

INTENTIONALLY OMITTED

SUBLEASE BETWEEN MARRIOTT INTERNATIONAL, INC. AND MOUNT SINAI GENOMICS, INC. (D/B/A SEMA4)

EXHIBIT G

HVAC SPECIFICATIONS

	Indoor	Outdoor
During the cooling season when Outdoor temperatures are as indicated on this chart	74°F +/- 2°F	92°F dry bulb, 76°F wet bulb
During the heating season when Outdoor temperatures are as indicated on this chart	72°F	4°F dry bulb
Ventilation	A minimum of fifteen (15) cubic feet per minute of fresh air ventilation based on one person per 180 rentable square feet of space.	

SUBLEASE BETWEEN MARRIOTT INTERNATIONAL, INC. AND MOUNT SINAI GENOMICS, INC. (D/B/A SEMA4)

EXHIBIT H

SUBORDINATION AGREEMENT

(see attached)

SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENTAGREEMENT

by and among

WELLS FARGO BANK NORTIIWEST, N.A., as Trustee
as Lender

- and -

STARWOOD HOTELS & RESORTS WORLDWIDE, INC.,
as Tenant

- and -

BLT 333 LUDLOW LLC,
as Borrower

Dated: May 8, 2014

Location: One Star Point, Stamford, Connecticut

County: Fairfield

PREPARED BY AND UPON
RECORDATION RETURN TO:

Michael J. Feinman
Blank Rome LLP
405 Lexington A venue
New York, NY 10174-0208

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "**Agreement**") made as of the 8th day of May, 2014 by and among WELLS FARGO BANK NORTHWEST, N.A., as Trustee, a national banking association, ("**Lender**"), having an address at 260 North Charles Lindbergh Drive, Salt Lake City, Utah 84116, Attention: Corporate Trust Lease Group, Reference: CTL 2014-15 Trust (Starwood, Stamford, CT), STARWOOD HOTELS & RESORTS WORLDWIDE, INC., a Maryland corporation ("**Tenant**") having an address at One StarPoint, Stamford, CT 06902, and BLT 333 LUDLOW LLC, a Connecticut limited liability company ("**Borrower**") having an address at 100 Washington Boulevard; Suite 200, Stamford, CT 06902,

RECITALS:

WHEREAS, Tenant and Borrower are parties to a certain lease, as more particularly described on **Exhibit 1** attached hereto (the "**Lease**"), that demises to Tenant the property described in Exhibit A attached hereto (the "**Property**");

WHEREAS, the Property is or is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "**Security Instrument**") in favor of Lender, to secure a certain mortgage loan to Borrower, currently held by Lender; and

WHEREAS, Tenant has agreed to subordinate the Lease to the lien of the Security Instrument and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth, and Tenant, Lender and Borrower have agreed to certain additional matters, as set forth below.

NOW, THEREFORE in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Tenant and Borrower hereby agree as follows:

AGREEMENT:

1. Subordination. The Lease shall be subject and subordinate in all respects to the lien of the Security Instrument, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements. and extensions thereof. In the case of renewals, modifications, consolidations and extensions, the foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness.

2. Nondisturbance. So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default (in each case beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Lender agrees for itself and its successors in interest and for any other person or entity acquiring title to the Property upon a foreclosure of the Security Instrument (an "**Acquiring Party**"), that Tenant's possession of, and rights with respect to, the premises as described in the Lease will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said premises may be expanded as specified in the Lease, by reason of a foreclosure. In the event of a foreclosure, Lender shall not name Tenant as a defendant in such foreclosure action, unless required by applicable law. For purposes of this agreement, a "foreclosure" shall include (but not be limited to) any judicial or non-judicial foreclosure, a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer of the Borrower's interest in the Property under peril of foreclosure,

including, without limitation to the generality of the foregoing, a deed or an assignment or sale in lieu of foreclosure.

3. Attornment. Tenant agrees to attorn to, accept and recognize any Acquiring Party as the landlord under the Lease for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party, any reasonable instrument which may be necessary or appropriate to evidence such attornment.

4. No Liability. Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither Lender, any receiver nor any Acquiring Party shall be:

(a) liable for any act, omission, negligence, default, warranty or indemnity of Borrower or any prior landlord; however, the foregoing shall not relieve the Lender or any Acquiring Party of the obligation to cure an ongoing default by Borrower under the Lease from and after the date on which the Lender or other Acquiring Party acquires title and/or possession of the Property; or

(b) liable for any failure of Borrower or any prior landlord to construct any improvements, except that Lender or an Acquiring Party shall have such liability with respect to the bulkhead work described on Exhibit K of the Lease (the "**Bulkhead Work**") and the Tenant Improvements Allowance, but such liability shall not exceed the amounts escrowed therefor in accordance with Sections 22(g) and 22(h) of the Lease and further provided that Lender or the Acquiring Party shall have access to any remaining funds escrowed therefor; or

(c) subject to any offsets, credits, claims or defenses which Tenant might have against Borrower or any prior landlord; however, the foregoing shall not relieve the Lender or any Acquiring Party for liability to cure an ongoing default by Borrower under the Lease from and after the date on which Lender or other Acquiring Party acquires title and/or possession of the Property; or

(d) bound by (i) any rent which Tenant might have paid for more than one (1) month in advance to Borrower or any prior landlord, or (ii) any additional rent or other sums which Tenant might have paid for more than one (1) payment period in advance to Borrower or any prior landlord; or

(e) except as expressly provided in the Lease, bound by any termination, subordination, surrender, amendment or modification of the Lease or release of Tenant's liability thereunder not expressly consented to in writing by Lender in each instance or otherwise expressly permitted by the Security Instrument {and each of Borrower and Tenant specifically agrees that it shall not terminate, subordinate, surrender, amend or modify the Lease without the prior written consent of Lender in each instance), and any such prohibited action taken without the express written consent of Lender shall be void ab initio and of no force and effect; provided, however, the Lender or any such Acquiring Party shall reasonably consider amendments or modifications to the Lease which shall not alter the rent, term or any of the material obligations of Tenant or material rights of Borrower as landlord under the Lease; or

(f) liable to Tenant hereunder or under the terms of the Lease beyond its interest in the Property; or

(g) liable to Tenant for the return of any security deposit given by Tenant or its predecessor to Borrower or any prior landlord, unless such security was actually delivered to Lender or an Acquiring Party, provided, however, that Tenant shall not have the obligation to replace or replenish such security if it has actually been delivered to Lender unless it is thereafter required to be replaced or replenished pursuant to the terms of the Lease. Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against Borrower or any other prior landlord for prior losses or damages incurred prior to the date that an Acquiring Party takes title to the Property.

5. Rent. Tenant has received notice that the Lease and the Rent (as defined in the Lease) and all other sums due thereunder have been assigned to Lender as security for the loan secured by the Security Instrument. Borrower hereby irrevocably directs Tenant to pay all Rent (as defined in the Lease) and all other amounts payable by Tenant to Borrower, as landlord under the Lease, as directed in the Irrevocable Tenant Payment Direction Letter being executed and delivered concurrently herewith.

6. Lender to Receive Notices. Tenant shall send copies of all notices of default, the exercise of any right to terminate all or any portion of the Lease and the exercise of any option under the Lease to Lender as specified in Exhibit 2 or as otherwise directed by Lender from time to time. To the extent, if any, that Tenant has any right to cancel the Lease as a result of a default by the landlord thereunder, Tenant agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation of the Lease by Tenant shall be effective unless Lender shall have received notice of default giving rise to such cancellation and shall have failed within sixty (60) days after receipt of such notice to cure such default, or if such default cannot be cured within sixty (60) days, shall have failed within sixty

(60) days after receipt of such notice to commence and thereafter diligently to pursue any action necessary to cure such default.

7. Tenant Offers to Purchase the Property.

(a) Borrower and Tenant agree that (i) if, pursuant to the Lease, Tenant shall offer to purchase the Property or part thereof, notice of rejection of any such offer by Borrower shall be validly given for all purposes only if consented to in writing by Lender, such right of Lender to consent shall be exercised not later than thirty (30) days from the date that Borrower or Tenant provided to Lender written notice of Borrower's rejection (if Lender shall not consent to such rejection then the Borrower's rejection shall be deemed to be void) or (ii) if Tenant shall become obligated to purchase the Property or part thereof or the right to receive the condemnation award (the "Award") pursuant to any provision of the Lease, and in particular Section 13.2 thereof, Tenant will accept a deed (or, if given pursuant to Section 13.2 of the Lease, a special warranty deed), assignment or other instrument conveying and transferring the Property or such part thereof and, if applicable, the Award, which deed, assignment or other instrument is executed and delivered by Lender as being in compliance with the provisions of the Lease, provided that said deed, assignment or other instrument shall convey good title and shall otherwise be in compliance with the provisions of the Lease. The Lender shall comply with the Lease and in particular Section 13.2 and Article 27 of the Lease in connection with any transfers pursuant to this Section 7(a).

(b) Tenant and Borrower acknowledge and agree that any rejection by Borrower of a Tenant offer to purchase the Property made without Lender's written consent shall be void.

8. Purchase Option, Right of First Refusal. The lien of the Mortgage shall unconditionally be and remain at all times a lien on the Property prior and superior to any existing or future option or right of first refusal of Tenant to purchase the Property or any portion thereof. In the event of any transfer of Borrower's interest in the Property by foreclosure, trustee's sale, or other action or proceeding for the enforcement of the Mortgagee or by deed in lieu thereof, Tenant specifically waives any right, whether arising out of the Lease or otherwise, to exercise any purchase option or right of first refusal which remains unexercised at the time of such transfer.

9. Financial Statements. Tenant agrees to provide to Lender copies of all financial statements and similar material required to be delivered to Borrower pursuant to Section 19(b) of the Lease.

10. Proceeds Trustee. Tenant and Borrower agree that the Lender named herein (Wells Fargo Bank Northwest, N.A., as Trustee) is approved and designated as "Proceeds Trustee" for purposes of the Lease.

11. Successors and Assigns. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties.

12. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

13. Third Party Beneficiary. Tenant and Borrower hereby agree that Lender is entitled to all rights and benefits, including, without limitation, rights to indemnification, specifically referencing Lender or any first mortgage holder as set forth in the Lease, notwithstanding the fact that Lender is not a party to the Lease.

14. Miscellaneous.

(a) If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

(b) Tenant shall look only to the estate and property of Lender or any Acquiring Party in the Property for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Lender or an Acquiring Party as the lessor under the Lease, and no other property or assets of Lender or any Acquiring Party shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease.

(c) Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against. which enforcement of the termination, amendment, supplement, waiver or modification is sought.

(d) **EACH OF TENANT, LENDER AND BORROWER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

(e) This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

[Signature Page Follows]

IN WITNESS WHEREOF, Lender, Tenant and Borrower have duly executed this Agreement as of the date first above written.

Witnesses:

/s/

/s/ Kim King

LENDER:

WELLS FARGO BANK NORTHWEST, N.A., as Trustee, a national banking association

By: /s/ Joseph H. Pugsley

Name: Joseph H. Pugsley

Title: Assistant Vice President

Witnesses:

TENANT:

STARWOOD HOTELS & RESORTS WORLDWIDE, INC., a Maryland corporation

By:

Name:

Title:

Witnesses:

BORROWER:

BLT 333 LUDLOW LLC

By:

Name: Paul J. Kuehner

Title: Manager

IN WITNESS WHEREOF, Lender, Tenant and Borrower have duly executed this Agreement as of the date first above written.

Witnesses:

_____

_____

LENDER:

WELLS FARGO BANK NORTHWEST, N.A., as Trustee, a national banking association

By: _____

Name:

Title:

Witnesses:

/s/ _____

/s/ _____

TENANT:

STARWOOD HOTELS & RESORTS WORLDWIDE, INC., a Maryland corporation

By: /s/ Kenneth S. Siegel

Name: Kenneth S. Siegel

Title: Chief Administrative Officer & General Counsel

Witnesses:

_____

_____

BORROWER:

BLT 333 LUDLOW LLC

By: _____

Name: Paul J. Kuehner

Title: Manager

IN WITNESS WHEREOF, Lender, Tenant and Borrower have duly executed this Agreement as of the date first above written.

Witnesses:

_____

_____

LENDER:

WELLS FARGO BANK NORTHWEST, N.A., as Trustee, a national banking association

By: _____
Name:
Title:

Witnesses:

/s/ _____

/s/ _____

TENANT:

STARWOOD HOTELS & RESORTS WORLDWIDE, INC., a Maryland corporation

By: _____
Name:
Title:

Witnesses:

/s/ Hiru Bellara

/s/ Kelle Gordeon

BORROWER:

BLT 333 LUDLOW LLC

By: /s/ Paul J. Kuehner
Name: Paul J. Kuehner
Title: Manager

ACNOWLEDGMENTS

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On the 30th day of April in the year 2014, before me, the undersigned, personally appeared Joseph H. Pugsley, A.V.P. of Wells Fargo Bank Northwest, N.A., as trustee, a national banking association, and he/she as such A.V.P., being duly authorized, executed the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of said national banking association.

NOTARY PUBLIC
MARGARET E HAWKINS
648721
COMMISSION EXPIRES
SEPTEMBER 26, 2015
STATE OF UTAH

/s/

Signature and Office of Individual
taking acknowledgment

STATE OF CONNECTICUT)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 2014, before me, the undersigned, personally appeared _____, _____ of **Starwood Hotels & Resorts Worldwide, Inc.**, a corporation, and he/she as such _____, being duly authorized, executed the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act of said corporation.

Signature and Office of Individual
taking acknowledgment

STATE OF CONNECTICUT)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 2014, before me, the undersigned, personally appeared **Paul J. Kuehner**, **Manager** of **BLT 333 Ludlow LLC**, a limited liability company, and he/she as such Manager, being duly authorized, executed the foregoing instrument and acknowledged the same to be his/her free act and deed and free act and deed of said limited liability company.

Signature and Office of Individual
taking acknowledgment

ACKNOWLEDGMENTS

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____ in the year 2014, before me, the undersigned, personally appeared _____, _____ **Wells Fargo Bank Northwest, N.A., as trustee,** a national banking association, and he/she as such _____, being duly authorized, executed the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of said national banking association.

/s/
Signature and Office of Individual
taking acknowledgment

STATE OF CONNECTICUT)
) ss.:
COUNTY OF _____)

On the 2nd day of May in the year 2014, before me, the undersigned, personally appeared Kenneth S. Siegel, Chief Administrative Officer & General Counsel of **Starwood Hotels & Resorts Worldwide, Inc.**, a corporation, and he/she as such Chief Administrative Officer & General Counsel, being duly authorized, executed the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act of said corporation.

ROSEMARIE S. CAPALBO
NOTARY PUBLIC
MY COMMISSION EXPIRES
JAN. 30, 2017

/s/ Rosemarie S. Capalbo
Signature and Office of Individual
taking acknowledgment

STATE OF CONNECTICUT)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 2014, before me, the undersigned, personally appeared **Paul J. Kuehner**, **Manager** of **BLT 333 Ludlow LLC**, a limited liability company, and he/she as such Manager, being duly authorized, executed the foregoing instrument and acknowledged the same to be his/her free act and deed and free act and deed of said limited liability company.

Signature and Office of Individual
taking acknowledgment

ACNOWLEDGMENTS

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____ in the year 2014, before me, the undersigned, personally appeared _____, _____ of **Wells Fargo Bank Northwest, N.A., as trustee**, a national banking association, and he/she as such _____, being duly authorized, executed the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of said national banking association.

/s/
Signature and Office of Individual
taking acknowledgment

STATE OF CONNECTICUT)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 2014, before me, the undersigned, personally appeared _____, _____ of **Starwood Hotels & Resorts Worldwide, Inc.**, a corporation, and he/she as such _____, being duly authorized, executed the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act of said corporation.

Signature and Office of Individual
taking acknowledgment

STATE OF CONNECTICUT)
) ss.: Stamford
COUNTY OF FAIRFIELD)

On the 28th day of April in the year 2014, before me, the undersigned, personally appeared **Paul J. Kuehner**, **Manager** of **BLT 333 Ludlow LLC**, a limited liability company, and he/she as such Manager, being duly authorized, executed the foregoing instrument and acknowledged the same to be his/her free act and deed and free act and deed of said limited liability company.

HIRU BELLARA
Notary Public
Connecticut
My Comm. Expires February 28, 2018

/s/ Hiru Bellara
Signature and Office of Individual
taking acknowledgment

EXHIBIT A

PROPERTY DESCRIPTION

TRACT A:

All that certain piece, parcel or tract of land, with the buildings and improvements thereon, situated in the city of Stamford in the county of Fairfield and state of Connecticut, shown and delineated on a certain map entitled "Map of Property Prepared for Lowell M. Schulman, Stamford, Connecticut" Scale 1' = 50' Oct. 24, 1980 by Ryan and Faulds - Land Surveyors Wilton, Conn.", now on file in the office of the town clerk of said Stamford and numbered 10644, reference thereto being had for a more particular description thereof.

TRACT B:

All those certain pieces, parcels or tracts of land, with the buildings and improvements thereon, situated in the city of Stamford in the county of Fairfield and state of Connecticut, known and designated as Parcel 1 and Parcel 2 on a certain map entitled "Map of Property Prepared for Lowell M. Schulman, Stamford, Connecticut, Scale 1" = 50', May 27, 1981, Ryan and Faulds - Land Surveyors, Wilton, Connecticut", now on file in the office of the town clerk of said Stamford and numbered 10720, reference thereto being had for a more particular description thereof.

EXHIBIT A

PROPERTY DESCRIPTION

TRACT A:

All that certain piece, parcel or tract of land, with the buildings and improvements thereon, situated in the city of Stamford in the county of Fairfield and state of Connecticut, shown and delineated on a certain map entitled "Map of Property Prepared for Lowell M. Schulman, Stamford, Connecticut" Scale 1' = 50' Oct. 24, 1980 by Ryan and Faulds - Land Surveyors Wilton, Conn.", now on file in the office of the town clerk of said Stamford and numbered 10644, reference thereto being had for a more particular description thereof.

TRACT B:

All those certain pieces, parcels or tracts of land, with the buildings and improvements thereon, situated in the city of Stamford in the county of Fairfield and state of Connecticut, known and designated as Parcel 1 and Parcel 2 on a certain map entitled "Map of Property Prepared for Lowell M. Schulman, Stamford, Connecticut, Scale 1" = 50', May 27, 1981, Ryan and Faulds - Land Surveyors, Wilton, Connecticut", now on file in the office of the town clerk of said Stamford and numbered 10720, reference thereto being had for a more particular description thereof.

EXHIBIT 1

DESCRIPTION OF LEASE

Lease between BLT 333 Ludlow LLC and Starwood Hotels & Resorts Worldwide, Inc. dated as of May 8, 2014.

SUBLEASE BETWEEN MARRIOTT INTERNATIONAL, INC. AND MOUNT SINAI GENOMICS, INC. (D/B/A SEMA4)
EXHIBIT I

Sublandlord's Work

Install 2 sets of glass doors and a single wood door for security
Install separate electric meter(s) for 6N
Install a new supplemental AC unit for 6N IDF

SUBLEASE BETWEEN MARRIOTT INTERNATIONAL, INC. AND MOUNT SINAI GENOMICS, INC. (D/B/A SEMA4)
EXHIBIT 4.3(C)(IX)

Excerpt of Management Agreement

Gross Rent for any month shall mean the Fixed Rent paid by Tenant to the landlord under the Lease, plus the items of additional rent paid by Tenant for operating expenses, including but not limited to reimbursement of payroll expense, security costs, cleaning costs, landscaping/snow charges, utility charges, repair and maintenance costs and real estate taxes to the extent such items are typically paid for the continued operation of a Class A office building but excluding any and all capital expenditures, any fees payable to Manager, and any costs relating to the operation of the business of Tenant.

SUBLEASE

SUBLEASE ("**Sublease**") dated as of the 1st day of June, 2017, between **ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI** having an office at 150 East 42nd Street, New York, New York 10017 ("**Sublandlord**"), and **MOUNT SINAI GENOMICS, INC. (d/b/a SEMA4)** having an office at 1425 Madison Avenue, 3rd Floor, New York, NY 10029 ("**Subtenant**").

W I T N E S S E T H:

WHEREAS, by Agreement of Lease dated as of April 24, 2014 (the "**Original Lease**"), between 200 Park South Associates LLC (together with its successors and assigns, "**Prime Landlord**"), as landlord, and Sublandlord, as tenant, as the same has been amended by that certain Lease Modification Agreement dated as of March 6, 2017 (the "**First Amendment;**" the Original Lease as modified by the First Amendment, the "**Prime Lease**"), Prime Landlord leased to Sublandlord certain premises in the building (the "**Building**") known as 200 Park Avenue South, New York, New York; and

WHEREAS, Sublandlord desires to sublet to Subtenant, and Subtenant desires to hire from Sublandlord, a portion of the premises demised under the Prime Lease upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter provided, Sublandlord and Subtenant hereby agree as follows:

1. DEMISE AND TERM; CONDITIONS OF SUBLEASE.

(a) Sublandlord hereby leases to Subtenant, and Subtenant hereby hires from Sublandlord, a portion of the thirteenth (13t h) floor, more particularly known as Suite 1305 and Suite 1309 and as shown on Exhibit A hereto (the "**Subleased Premises**") in the Building. The parties acknowledge that the Subleased Premises is the Additional Space (as defined in the First Amendment). The term of this Sublease (the "**Term**") shall commence on the Additional Space Commencement Date (as such term is defined in the First Amendment, the "**Commencement Date**") and shall end on the day (the "**Expiration Date**") that immediately precedes the New Expiration Date (as defined in the First Amendment). The parties acknowledge and agree that the term Additional Space Commencement Date as used herein shall take into account the effect of any Tenant's Delay (as defined in the First Amendment, but only to the extent caused by Subtenant or Sublandlord acting at the direction of Subtenant, without duplication).

(b) Subtenant waives the right to recover any damages which may result from Sublandlord's failure to timely deliver possession of the Subleased Premises. If Sublandlord shall be unable to timely deliver possession of the Subleased Premises in the manner required hereunder and provided Subtenant is not responsible for such inability to give possession, the Commencement Date hereunder shall not occur until Sublandlord shall be able to so deliver possession of the Subleased Premises to Subtenant, and no such failure to timely deliver possession shall in any way affect the validity of this Sublease or the obligations of Subtenant hereunder or give rise to any claim for damages by Subtenant or claim for rescission of this Sublease, nor shall the same in any way be construed to extend the Term. The parties agree that this Section 1(b) constitutes an express provision as to the time at which Sublandlord shall deliver possession of the Subleased Premises to Subtenant, and Subtenant hereby waives any rights to rescind this Sublease which Subtenant might otherwise have pursuant to Section 223-a of the Real Property Law of the State of New York or any other law of like import now or hereafter in force.

(c) Upon determination of the Commencement Date, Sublandlord and Subtenant, at the request of either party, shall enter into an agreement confirming such date, but the failure of either party to do so shall not affect the rights or obligations of the parties under this Sublease.

2. SUBORDINATE TO PRIME LEASE. This Sublease is subject and subordinate to (a) the Prime Lease and the terms thereof and (b) the matters to which the Prime Lease is or shall be subject and subordinate. A true and complete copy of the Prime Lease has been delivered to and examined by Subtenant.

3. INCORPORATION BY REFERENCE.

(a) The terms, covenants and conditions of the Prime Lease are incorporated herein by reference so that, except as set forth in Paragraph (b) of this Section 3, and except to the extent that such incorporated provisions are inapplicable to (including, without limitation, any provisions of the Prime Lease relating exclusively to the portion of the premises thereunder on the fourteenth (14th) floor of the Building) or modified by the provisions of this Sublease, all of the terms, covenants and conditions of the Prime Lease that bind or inure to the benefit of the landlord thereunder shall, in respect to this Sublease, bind or inure to the benefit of Sublandlord, and all of the terms, covenants and conditions of the Prime Lease that bind or inure to the benefit of the tenant thereunder shall, in respect of this Sublease, bind or inure to the benefit of Subtenant, with the same force and effect as if such incorporated terms, covenants and conditions were completely set forth in this Sublease, and as if the words "Landlord," "Owner" or "Lessor" and "Tenant" or "Lessee" or words of similar import, wherever the same appear in the Prime Lease, were construed to mean, respectively, "Sublandlord" and "Subtenant" in this Sublease, and as if the words "premises," "leased premises" and "demised premises" or words of similar import, wherever the same appear in the Prime Lease, were construed to mean "Subleased Premises" in this Sublease, and as if the word "Lease" or words of similar import, wherever the same appear in the Prime Lease, were construed to mean this "Sublease." Notwithstanding the foregoing, the time limits contained in the Prime Lease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of the tenant thereunder, or for the exercise by the tenant thereunder of any right or remedy, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by five (5) days, so that in each instance Subtenant shall have five (5) days less time to observe or perform hereunder than Sublandlord has as the tenant under the Prime Lease, unless such period is (5) or fewer days, in which instance Subtenant shall have two (2) days less time to observe or perform hereunder than Sublandlord has as the tenant thereunder.

(b) The following provisions of the Prime Lease shall not be incorporated herein by reference and shall not apply to this Sublease:

(i) With respect to the Original Lease:

A. The definition of "Owner" set forth in Article 34, as to Sublandlord, but not Prime Landlord;

B. The final sentence of Article 40 and Section 43(b), as to Sublandlord, but not Prime Landlord (Limitation of liability to landlord's interest);

C. Final two sentences of Article 58 (Free freight and initial move);

D. Article 70 (Broker);

E. The first sentence of Article 73 (Existing airconditioning unit), it being agreed the air conditioning unit referred to in Article 73 shall be deemed to refer

to the unit installed or to be installed in the Subleased Premises by Prime Landlord pursuant to the First Amendment; .

F. The proviso on the third through fourth lines of the first paragraph of Article 75 (Directory listing at no charge);

G. G. Article 80 (Condition of Demised Premises)

H. Sections 81(a), (b) and (f) (Term, fixed annual rent, first monthly installment);

I. Article 91 (Notices);

J. Exhibit A (Floor Plan); and

K. Exhibit C (Landlord's Work)

(ii) With respect to the First Amendment:

A. Article 2 (Additional Space Commencement Date, New Expiration Date), other than the final three sentences of the second paragraph;

B. Article 3 (Condition of the Additional Space), other than the second paragraph (Additional Items, Substitute Items), the third paragraph (IT Work) and the final paragraph (Tenant's Delay) which collectively shall be applicable with respect to Landlord's Work (as defined in the First Amendment);

C. Article 4 (Fixed Annual Rent);

D. Section 50(n) and the final sentence of Section 50G), as set forth in Article 12 (Transfers not requiring consent);

E. Article 13 (No Other Brokers);

F. Article 14 (Representations);

G. Article 18 (Confirmation of Lease);

H. Exhibit B (Landlord's Work);

I. Exhibit C (Additional Space Commencement Date Agreement).

Notwithstanding any provision of the Prime Lease or this Sublease to the contrary, it is the intention of the parties hereto that under no circumstances shall Subtenant have any right to renew or extend the Term of this Sublease.

4. PERFORMANCE BY SUBLANDLORD. Any obligation of Sublandlord that is contained in this Sublease by incorporating the provisions of the Prime Lease may be observed or performed by Sublandlord using reasonable efforts, after notice from Subtenant, to cause Prime Landlord to observe and/or perform the same, and Sublandlord shall have a reasonable period of time to enforce its rights to cause such observance or performance. Sublandlord shall not be required to perform any obligation of Prime Landlord under the Prime Lease, and Sublandlord shall have no liability to Subtenant for the failure of Prime Landlord to perform any obligation under the Prime Lease. Subtenant shall not in any event have any rights in respect of the Subleased Premises greater than Sublandlord's rights under the Prime Lease. Sublandlord shall not be responsible for any failure or interruption, for any reason whatsoever, of the services or facilities that are appurtenant to, or supplied at or to, the Subleased Premises, including, without limitation, electricity, heat, air conditioning, water, elevator service and cleaning service, if any. No failure to furnish, or interruption of, any such services or facilities shall give rise to any (a) abatement or reduction of Subtenant's obligations under this Sublease, (b) constructive eviction, whether in whole or in part, or (c) liability on the part of Sublandlord.

5. NO BREACH OF PRIME LEASE. Subtenant shall not do or permit to be done any act or thing that will constitute a breach or violation of any term, covenant or condition of the Prime Lease by

the tenant thereunder, whether or not such act or thing is permitted under the provisions of this Sublease. In the event Subtenant's continued occupancy (including without limitation as a result of a transfer of control of Subtenant) constitutes a breach of the Prime Lease, Sublandlord shall have the right to terminate this Sublease by written notice to Subtenant and if Sublandlord shall so terminate this Sublease, (i) Subtenant shall promptly vacate and surrender the Subleased Premises to Sublandlord in accordance with the terms of this Sublease, and in all events prior to the expiration of any applicable cure periods under the Prime Lease with respect to such breach, (ii) notwithstanding the termination of this Sublease, Subtenant shall remain liable for all Rent hereunder for the balance of the unexpired Term (and Sublandlord shall be permitted to use or apply any Security Deposit held hereunder for the payment of such Rent) and (iii) Subtenant's indemnity set forth in Section 7(a) hereof shall expressly apply to all liabilities incurred by Sublandlord as a result of such breach of the Prime Lease. The provisions of this Section 5 shall survive the expiration or earlier termination of this Sublease.

6. NO PRIVITY OF ESTATE. Nothing contained in this Sublease shall be construed to create privity of estate or of contract between Subtenant and Prime Landlord.

7. INDEMNITY; INSURANCE.

(a) Subtenant shall indemnify, defend and hold harmless Sublandlord from and against all claims, actions, losses, costs, damages, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which Sublandlord may incur or pay by reason of (i) any accidents, damages or injuries to persons or property occurring in, on or about the Subleased Premises, (ii) any breach or default hereunder on Subtenant's part, (iii) any work done or Alterations performed in or to the Subleased Premises by Subtenant and/or Subtenant's employees, agents, contractors, invitees or any other person claiming through or under Subtenant, or (iv) any act, omission or negligence on the part of Subtenant and/or Subtenant's employees, agents, customers, contractors, invitees, or any other person claiming through or under Subtenant.

(b) Subtenant shall (i) maintain all insurance that Sublandlord is required to maintain under the Prime Lease, naming Sublandlord, Prime Landlord and any other parties required by the Prime Lease as additional insureds or loss payees, as applicable, and (ii) on or prior to the Commencement Date, shall deliver to Sublandlord appropriate certificates of such insurance, including copies of endorsements or clauses in the applicable insurance policies that evidence waivers of subrogation and naming of additional insureds. Subtenant shall deliver to Sublandlord evidence of each renewal or replacement of a policy prior to the expiration of such policy.

8. MUTUAL WAIVER OF SUBROGATION. The terms of the penultimate paragraph of Article 44 of the Original Lease shall be applicable to the parties hereunder.

9. RENT.

(a) Subtenant shall pay to Sublandlord rent ("**Fixed Rent**") at the rate of $362,180.00 per annum from the Commencement Date through the Expiration Date, payable in advance in equal monthly installments of $30,181.67.

(b) Monthly installments of Fixed Rent shall be paid in advance in equal monthly installments on the first day of each month of the Term. If the Commencement Date shall not be the first day of a month, Fixed Rent shall be prorated on a per diem basis. The installment of Fixed Rent for the calendar month in which the Expiration Date occurs shall be prorated on a per diem basis if the Expiration Date does not occur on the last day of the month.

(c) Fixed Rent and all other amounts ("**Additional Rent;**" together with Fixed Rent, collectively "**Rent**" or "**rent**") payable by Subtenant to Sublandlord under the provisions of this Sublease shall be paid promptly when due, without notice or demand therefor, and without deduction, abatement, counterclaim or setoff. Fixed Rent and Additional Rent shall be paid to Sublandlord in lawful money of the United States at the office of Sublandlord or such other place (or by wire) as Sublandlord may designate from time to time. No payment by Subtenant or receipt by Sublandlord of any lesser amount than the amount stipulated to be paid hereunder shall be deemed other than on account of the earliest stipulated Fixed Rent or Additional Rent; nor shall any endorsement or statement on any check or letter be deemed an accord and satisfaction, and Sublandlord may accept any check or payment without prejudice to Sublandlord's right to recover the balance due or to pursue any other remedy available to Sublandlord. Any provisions in the Prime Lease incorporated herein by reference (whether capitalized or lower case) referring to "fixed rent," "annual rent," "base rent," "rent," ,"additional rent," "escalations," "payments" or "charges" or words of similar import shall be deemed to refer to Fixed Rent and Additional Rent due under this Sublease.

(d) Notwithstanding anything to the contrary contained herein, so long as (i) Subtenant shall not be in default hereunder and (ii) Prime Landlord has waived $30,181.67 of the fixed annual rent under the Prime Lease pursuant to Section 4(a) of the First Amendment, the Fixed Rent payable by Subtenant hereunder (but not any Additional Rent) shall be abated for the first month of the Term in the amount of $30,181.67. Subtenant acknowledges that if this Sublease shall terminate due to a default by Subtenant hereunder or if this Sublease shall be rejected in the case of a bankruptcy, the foregoing abated Fixed Rent shall be immediately due and payable.

10. ELECTRICITY, UTILITIES AND OTHER CHARGES

(a) From and after the Commencement Date, Subtenant shall pay real estate tax escalations attributable to the Subleased Premises pursuant to Article 47 of the Original Lease (as modified by Article 6 of the First Amendment) to Sublandlord consistently with the terms thereof, except that the term "The Percentage" shall mean 1.75%.

(b) From and after the Commencement Date, Subtenant shall pay cost of living adjustments for the Subleased Premises pursuant to Article 48 of the Original Lease (as modified by Article 7 of the First Amendment) to Sublandlord consistently with the terms thereof; it being acknowledged and agreed that for purposes of the foregoing, the term "Base Year" shall mean the month of January, 2017 and the term "annual rent" shall mean the annual Fixed Rent hereunder.

(c) From and after the Commencement Date, Subtenant shall pay amounts due with respect to the lobby attendant under Article 68 of the Original Lease (as modified by Article 8 of the First Amendment) to Sublandlord consistently with the terms thereof, except that, notwithstanding the terms of Article 8 of the First Amendment, the reference to "0.59%" in Article 68 of the Original Lease shall instead be deemed to be a reference to 1.75%.

(d) From and after the Commencement Date, Subtenant shall pay for electricity on a submetering basis with respect to the Subleased Premises in accordance with Article 76 of the Original Lease (as modified by Article 9 of the First Amendment) to Sublandlord consistently with the terms thereof; it being agreed that Subtenant shall pay Sublandlord 100% of Sublandlord's cost for electricity with respect to the Subleased Premises (including, without limitation, any surcharge paid by Sublandlord to Prime Landlord).

(e) Subtenant shall pay for amounts due on account of late payment of rent hereunder pursuant to the Article 78 of the Original Lease (as modified by Article 10 of the First Amendment) to Sublandlord consistently with the terms thereof, except that, notwithstanding the terms of Article 10 of the First Amendment, the reference to "$521.00" in Article 78 of the Original Lease shall instead be deemed to be a reference to $1509.00.

(f) From and after the Commencement Date, Subtenant shall pay amounts due with respect to water charges and sprinklers under Articles 29 and 30 of the Original Lease (as modified by Article 11 of the First Amendment) to Sublandlord consistently with the terms thereof, except that, notwithstanding the terms of Article 11 of the First Amendment, the two references to "**$30.00**" in Articles 29 and 30 of the Original Lease shall instead be deemed to be references to $87.00.

(g) Subtenant shall be solely responsible for and pay as Additional Rent under this Sublease upon demand all additional rent and other charges incurred or due under the Prime Lease as a result of (i) a breach of this Sublease by Subtenant, (ii) any demand by Subtenant for any additional or overtime services (including, without limitation, overtime HVAC, above-standard cleaning, above-standard refuse removal, overtime freight elevator and condenser water), and (iii) any additional costs or charges incurred as a result of Subtenant's use and occupancy of the Subleased Premises (including, without limitation, charges as a result of high-density occupancy).

(h) If Subtenant requires any utilities that are not provided by Prime Landlord under the Prime Lease, subject to the terms and conditions of the Prime Lease, Subtenant shall make all arrangements therefor directly with the utility provider and pay all costs thereof.

11. USE. Subtenant shall use and occupy the Subleased Premises only for the uses permitted under the Prime Lease, and for no other purpose. Subtenant shall not violate any prohibitions on use contained in the Prime Lease. No representation or warranty is made by Sublandlord, and nothing contained in this paragraph or elsewhere in this Sublease, shall be deemed to be a representation or warranty by Sublandlord that the Subleased Premises may be lawfully used for Subtenant's intended purposes; and Sublandlord shall have no liability whatsoever to Subtenant if such use is not permitted by the present certificate of occupancy or any applicable zoning or other law or ordinance. Subtenant shall comply with (a) the Prime Lease, (b) any certificate of occupancy relating to the Subleased Premises, (c) all present and future laws, statutes, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments asserting jurisdiction over the Subleased Premises (including without limitation pursuant to Article 45 of the Original Lease, as modified by Article 5 of the First Amendment, provided, however that, notwithstanding the terms of Article 5 of the First Amendment, the two references to "**0.59%**" in Section 45(a) of the Original Lease shall instead be deemed to be references to 1.75%; and (d) all requirements applicable to the Subleased Premises of the board of fire underwriters and/or the fire insurance rating or similar organization performing the same or similar function.

12. CONDITION OF SUBLEASED PREMISES.

(a) On the Commencement Date, Sublandlord shall deliver the Subleased Premises to Subtenant vacant and broom-clean.

(b) Except as expressly provided in this Section 12, Subtenant is leasing the Subleased Premises "AS IS", and Sublandlord shall have no obligation to furnish, render or supply any work, labor, services, fixtures, equipment, decorations or other items to make the Subleased Premises ready or suitable for Subtenant's occupancy. Sublandlord has not made and does not make any

representations or warranties as to the physical condition of the Subleased Premises, or any other matter affecting or relating to the Subleased Premises. In making and executing this Sublease, Subtenant has relied solely on such investigations, examinations and · inspections as Subtenant has chosen to make or has made. Subtenant acknowledges that Sublandlord has afforded Subtenant the opportunity for full and complete investigations, examinations and inspections.

(c) Sublandlord shall not be required to perform any work to the Subleased Premises to prepare the same for occupancy and/or use by Subtenant.

(d) Sublandlord shall have no obligation to provide any services to Subtenant or the Subleased Premises pursuant to this Sublease (other than any obligation of Sublandlord that is contained in this Sublease by incorporating the provisions of the Prime Lease, subject to the limitations set forth in Section 4 hereof). To the extent the parties decide that Sublandlord will provide Subtenant any additional services, the allocation of costs and other terms thereof shall be set forth in one or more separate agreements between the parties.

13. CONSENTS AND APPROVALS. In any instance when Sublandlord's consent or approval is required under this Sublease, Sublandlord's refusal to consent to or approve any matter or thing shall be deemed reasonable if, inter alia, such consent or approval has not been obtained from Prime Landlord under the Prime Lease. If Subtenant shall seek the approval or consent of Sublandlord and Sublandlord shall fail or refuse to give such consent or approval, Subtenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Sublandlord, it being intended that Subtenant's sole remedy shall be an action for injunction or specific performance and that such remedy shall be available only in those instances where Sublandlord shall have expressly agreed in writing not to withhold or delay its consent unreasonably.

14. TERMINATION OF PRIME LEASE. If for any reason the term of the Prime Lease shall terminate prior to the expiration of this Sublease, this Sublease shall thereupon be terminated (except as to such provisions that this Sublease expressly provides shall survive a termination) and Sublandlord shall not be liable to Subtenant by reason thereof.

15. ASSIGNMENT AND SUBLETTING.

(a) Subtenant shall not, by the sale of all or substantially all of its assets, the sale of 50% or more of any class of its capital stock or voting securities or equity interest, transfer of "control" (as defined in Section 50(j) of the Prime Lease, as set forth in Article 12 of the First Amendment) of Subtenant or any occupant claiming under Subtenant, operation of law or otherwise, assign, sell, mortgage, pledge or in any other manner transfer or encumber this Sublease or any interest therein, or sublet the Subleased Premises or any part or parts thereof, or grant any concession or license or otherwise permit occupancy of all or any part of the Subleased Premises by anyone other than Subtenant (any of the foregoing, a "**Transfer**"), without (i) the prior written approval of Prime Landlord in each instance to the extent required by and subject to the terms and conditions of Article 50 of the Prime Lease (as set forth in Article 12 of the First Amendment) and (ii) the prior written approval of Sublandlord in each instance, such approval not to be unreasonably withheld or delayed subject to the terms and conditions of Article 50 of the Prime Lease (as set forth in Article 12 of the First Amendment), solely to the extent incorporated by reference herein pursuant to Section 3 hereof. Subtenant acknowledges and agrees that its continued occupancy hereunder shall be expressly subject to Article 50 of the Prime Lease (as set forth in Article 12 of the First Amendment).

(b) In the event of any Transfer (whether or not consented to), Subtenant shall (x) pay all fees and costs, if any, that Sublandlord is required to pay to Prime Landlord under the Prime Lease in connection with such Transfer and (y) reimburse Sublandlord for all reasonable fees incurred by Sublandlord in connection with such Transfer (including, without limitation, reasonable attorneys' fees). Subtenant acknowledges and agrees that any consideration paid or payable to Subtenant in connection with any transfer shall be subject to Section 50(i) of the Prime Lease (as set forth in Article 12 of the First Amendment) as to both Prime Landlord and Sublandlord.

16. ALTERATIONS. Subtenant shall not make, cause, suffer or permit the making of any alterations, changes, replacements, improvements, installations or additions ("**Alterations**") in, to or about the Subleased Premises, without the prior written approval of Sublandlord and Prime Landlord in each instance as required in accordance with the applicable terms and conditions of the Prime Lease (with respect to Sublandlord's consent, as incorporated by reference). Additionally any Alterations shall be subject to Articles 3 and 49 of the Original Lease and any other applicable terms and conditions of the Prime Lease, including without limitation obtaining the consent of Prime Landlord to the contractors performing the Alterations. If Subtenant makes, causes, suffers or permits the making of any Alterations in, to or about the Subleased Premises, Subtenant shall (x) pay all fees and costs, if any, that Sublandlord is required to pay to Prime Landlord under the Prime Lease in connection with such Alterations and (y) reimburse Sublandlord for all reasonable fees incurred by Sublandlord in connection with such Alterations (including, without limitation, reasonable attorneys' fees).

17. BROKERAGE. Subtenant and Sublandlord each represents to the other that it has not dealt with any broker or finder in connection with this sublease transaction. Subtenant and Sublandlord each agree to indemnify, defend and hold the other harmless from and against any costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from a breach by the indemnifying party of the foregoing representation. The provisions of this Section 17 shall survive the expiration or earlier termination of this Sublease.

18. WAIVER OF JURY TRIAL AND RIGHT TO COUNTERCLAIM. Subtenant hereby waives all right to trial by jury in any summary or other action, proceeding, or counterclaim arising out of or in any way connected with this Sublease, the relationship of Sublandlord and Subtenant, the Subleased Premises (including the use and/or occupancy thereof) and any claim of injury or damages with respect thereto. Subtenant also hereby waives all right to assert or interpose a counterclaim (but not the right to raise or assert mandatory counterclaims)' in any summary proceeding or other action or proceeding to recover or obtain possession of the Subleased Premises or for nonpayment of Fixed Rent or Additional Rent. The provisions of this Section 18 shall survive the expiration or earlier termination of this Sublease.

19. HOLDOVER. If vacant and exclusive possession of the Subleased Premises is not surrendered to Sublandlord in accordance with the provisions of this Sublease on the expiration or earlier termination of this Sublease, Sublandlord shall be entitled to immediately reenter the Subleased Premises and dispossess Subtenant (and/or any person claiming by, through or under Subtenant). In the event of any such holding over, Subtenant shall pay as holdover rent or use and occupancy for each month (or portion thereof) of the holdover tenancy an amount calculated in accordance with Article 74 of the Original Lease (it being acknowledged and agreed that for purposes of the foregoing, the term "annual rent" shall mean the annual Fixed Rent hereunder), subject to all of the other terms of this Sublease insofar as the same are applicable to such holdover tenancy. The acceptance of any such use and occupancy payment paid by Subtenant pursuant to this Section 19 shall in no event preclude Sublandlord from commencing and prosecuting a holdover or summary eviction proceeding and the provisions of this Section 19 shall be deemed to be an "agreement expressly providing otherwise" within the meaning of

Section 232-c of the Real Property Law of the State of New York and any successor or similar law of like import. In addition Subtenant shall indemnify and shall save Sublandlord harmless from and against all costs, claims, loss or liability resulting from the failure of Subtenant to surrender the Subleased Premises on the Expiration Date or sooner termination of the Sublease, including, without limitation, any amounts payable by Sublandlord pursuant to Article 74 of the Original Lease or under any indemnity contained in the Prime Lease. Nothing contained in this Section 19 shall (i) imply any right of Subtenant to remain in the Subleased Premises after the termination of this Sublease without the execution of a new lease, (ii) imply any obligation of Sublandlord to grant a new lease or (iii) be construed to limit any right or remedy that Sublandlord has against Subtenant as a holdover tenant or trespasser. The provisions of this Section 19 shall survive the expiration or earlier termination of this Sublease.

20. SECURITY DEPOSIT.

(a) On or prior to the date that Subtenant is no longer controlled by or under common control with Sublandlord, Subtenant shall deposit with Sublandlord the sum of TWO HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED THIRTY-FIVE and 00/100 ($271,635.00) Dollars as security (the "**Security Deposit**") for the performance and observance by Subtenant of the terms, covenants and conditions of this Sublease. Subtenant's failure to timely deliver the Security Deposit shall be a material default under this Sublease. If Subtenant defaults in respect of any of the terms, covenants or conditions of this Sublease, including, but not limited to, the payment of Fixed Rent and Additional Rent, Sublandlord may use, apply or retain the whole or any part of the Security Deposit so deposited to the extent required for the payment of any Fixed Rent and Additional Rent or any other sum as to which Subtenant is in default, or for reimbursement of any sum that Sublandlord may expend or may be required to expend by reason of Subtenant's default in respect of any of the terms, covenants and conditions of this Sublease, including, but not limited to, any damages or deficiency in resubletting of the Subleased Premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Sublandlord. If Subtenant shall fully and faithfully comply with all of the terms, covenants and conditions of this Sublease, the Security Deposit (without interest) shall be returned to Subtenant after both the date fixed as the end of this Sublease and delivery of possession of the entire Subleased Premises to Sublandlord in the condition required hereunder. Subtenant further covenants that it will not assign or encumber or attempt to assign or encumber the Security Deposit, and that neither Sublandlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. In the event of any use, application or retention of the Security Deposit by Sublandlord, Subtenant shall, within five (5) days of demand, pay to Sublandlord the sum so used, applied or retained.

(b) In lieu of the cash Security Deposit, Subtenant shall deliver to Sublandlord a clean, irrevocable and unconditional letter of credit ("**Letter of Credit**") issued by and drawn upon a member of the Clearing House Association or another commercial bank reasonably satisfactory to Sublandlord (hereinafter referred to as the "**Issuing Bank**") with offices for banking purposes in New York City, and having a Commercial Paper credit rating of A-1/P-1 or better from Standard & Poor's (the "**Minimum Rating Requirement**"), which Letter of Credit shall be payable in New York City, have a term of not less than one (1) year, be in a form that complies with requirements sets forth in Section 20(c) below and that is otherwise reasonably acceptable to Sublandlord, name Sublandlord as beneficiary, and be maintained in the amount of the Security Deposit for the entire Term plus a period of sixty (60) days thereafter. Notwithstanding the foregoing, the Letter of Credit may provide that it can be drawn upon the office of Issuing Bank located outside of New York City if the drawing thereon may be consummated by facsimile and/or reputable overnight courier.

(c) The Letter of Credit shall provide that (i) the Issuing Bank shall pay to Sublandlord or its duly authorized representative an amount up to the face amount of the Letter of Credit upon presentation of the Letter of Credit and a sight draft in the amount to be drawn; and (ii) the Letter of Credit either shall be for a term ending sixty (60) days after the end of the Term or shall be deemed to be automatically renewed, without amendment, for consecutive periods of one (1) year each during the Term of this Sublease, unless the Issuing Bank sends written notice to Sublandlord by certified or registered mail, return receipt requested, not less than sixty (60) days next preceding the then expiration date of the Letter of Credit, that it elects not to have such Letter of Credit renewed.

(d) Notwithstanding anything to the contrary contained herein, Subtenant acknowledges that Subtenant is obligated to provide Sublandlord with Replacement Security (as hereinafter defined) within fifteen (15) days of notice from Sublandlord if any of the following events (each, a "**Triggering Event**") occurs: (1) the Issuing Bank of the Letter of Credit is placed into receivership or conservatorship by the Federal Deposit Insurance Corporation or any successor or similar entity; or (2) the Issuing Bank of the Letter of Credit fails to meet the Minimum Rating Requirement. Within fifteen (15) days of Sublandlord's notice to Subtenant of a Triggering Event, Subtenant shall replace the Letter of Credit with either a letter of credit issued by a commercial bank that satisfies the requirements set forth in Section 20(b) hereof or other security (the "**Replacement Security**") acceptable to Sublandlord in its sole and absolute discretion. If Subtenant fails to provide the Replacement Security as aforesaid, then, notwithstanding anything in this Sublease to the contrary, (1) such failure shall constitute a default under this Sublease for which there shall be no notice or grace or cure periods being applicable thereto other than the aforesaid fifteen (15) day period and Sublandlord shall be entitled to exercise any and all rights and remedies provided under this Sublease, and (2) Sublandlord may immediately draw upon the Letter of Credit in whole or in part, and the proceeds thereof shall be held or applied, as applicable, pursuant to the terms of this Sublease.

(e) In the event Sublandlord assigns or otherwise transfers its interest in the Prime Lease, Sublandlord shall have the right to transfer (at no expense to it) the cash Security Deposit or Letter of Credit, as the case may be, deposited hereunder to the transferee, and Sublandlord shall, after notice to Subtenant of such transfer, including the name and address of the transferee, be released by Subtenant from all liability for the return of such cash Security Deposit or Letter of Credit. In such event, Subtenant agrees to look solely to the transferee for the return of said cash Security Deposit or Letter of Credit. Upon Sublandlord's assignment or other transfer of its interest in the Prime Lease, Subtenant shall have its bank issue a new Letter of Credit on all the same terms and conditions and in the appropriate amount to such transferee in exchange for the return of the then existing Letter of Credit and without charge to Sublandlord or such transferee. It is agreed that the provisions hereof shall apply to every transfer or assignment made of said cash Security Deposit or Letter of Credit to a transferee.

(f) Sublandlord may draw upon the Letter of Credit at the following times: (i) at any time that Sublandlord is permitted to use or apply the Security Deposit pursuant to the terms hereof; (ii) upon any failure by Subtenant to renew, at least thirty (30) days in advance of expiration, a Letter of Credit that would otherwise expire prior to the date which is sixty (60) days after the end of the Term; or (iii) as set forth in Section 20(d) above. Amounts drawn by Sublandlord under this subparagraph shall be held by Sublandlord as cash security pursuant to the terms of this Section 20.

21. SURRENDER. Subtenant shall, on or prior to the expiration or earlier termination of this Sublease (i) remove all of Subtenant's movable fixtures and movable partitions, telephone and other equipment, computer systems, trade fixtures, furniture, furnishings and other items of personal property which are removable without material damage to the Building and any other items required to be removed

in accordance with and subject to the terms of the Prime Lease and (ii) surrender to Sublandlord the Subleased Premises, vacant, broom-clean and in good order and condition in accordance with and subject to the terms of the Prime Lease. In the event any Alterations to the Subleased Premises are performed by or on behalf of Subtenant that Prime Landlord requires must be removed and/or restored to the original condition, Subtenant shall be liable to remove and/or restore such Alterations prior to the expiration or earlier termination of this Sublease. Subtenant agrees to reimburse Sublandlord for all costs and expenses incurred in removing and storing Subtenant's property, or repairing any damage to the Subleased Premises caused by or resulting from Subtenant's failure to comply with the provisions of this Section 21. The provisions of this Section 21 shall survive the expiration or earlier termination of this Sublease.

22. NO WAIVER. Sublandlord's receipt and acceptance of Fixed Rent or Additional Rent, or Sublandlord's acceptance of performance of any other obligation by Subtenant, with knowledge of Subtenant's breach of any provision of this Sublease, shall not be deemed a waiver of such breach. No waiver by Sublandlord of any term, covenant or condition of this Sublease shall be deemed to have been made unless expressed in writing and signed by Sublandlord.

23. SUCCESSORS AND ASSIGNS. The provisions of this Sublease, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. In the event of any assignment or transfer by Sublandlord of the leasehold estate under the Prime Lease, the Sublandlord shall be entirely relieved and freed of all obligations that arise or accrue under this Sublease after the effective date of such assignment or transfer.

24. LIABILITY OF SUBLANDLORD. Sublandlord's employees, officers and trustees, disclosed or undisclosed, shall have no personal liability under this Sublease.

25. INTERPRETATION. Irrespective of the place of execution or performance, this Sublease shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed within the State of New York. The captions, headings and titles, if any, in this Sublease are solely for convenience of reference and shall not affect its interpretation. This Sublease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Sublease to be drafted. Each covenant, agreement, obligation or other provision of this Sublease binding upon Subtenant shall be deemed and construed as a separate and independent covenant of Subtenant, not dependent on any other provision of this Sublease unless otherwise expressly provided. This Sublease may be executed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument.

26. NOTICES. All notices, requests, demands and other communications with respect to this Sublease shall be in writing, shall be delivered by hand (against signed receipt) or sent by registered or

certified mail (return receipt requested), or nationally recognized overnight courier (with verification of delivery) to the following addresses:

If to Sublandlord:

c/o Mount Sinai Health System
Department of Real Estate Services
150 East 42nd Street, 2nd Floor
New York, New York 10017
Attn: Vice President for Real Estate Services

With a copy to:

Mount Sinai Health System
Office of the General Counsel
150 East 42nd Street, 2nd Floor
New York, New York 10017
Attn: Christopher A. Considine, Esq.

and

Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, New York 10036
Attn: Andrew L. Herz, Esq.

If to Subtenant:

Mount Sinai Genomics, Inc.
1425 Madison Avenue, 3rd Floor
New York, NY 10029
Attn: General Counsel

or to such other address or addresses as Sublandlord or Subtenant may designate from time to time. Any such notices, requests, demands and other communications shall be deemed to have been received on the third (3r d) business day after the mailing thereof if mailed in accordance with the terms hereof or upon hand delivery if delivered by hand or one business day following deposit with the overnight courier if delivered by overnight courier. Notice delivered by legal counsel to the parties on behalf of such counsel's client in accordance with the terms of this Section 26 shall be deemed effective notice.

27. CONSENT OF PRIME LANDLORD UNDER PRIME LEASE. The parties acknowledge that pursuant to Article 50 of the Prime Lease (as set forth in Article 12 of the First Amendment) since Subtenant is controlled by or under common control with Sublandlord, Prime Landlord has consented to this Sublease, provided that this Sublease shall convey no rights to Subtenant

until Sublandlord shall have given Prime Landlord written notice hereof, together with a copy of this Sublease. Upon the unconditional execution of this Sublease by both parties, Sublandlord shall give Prime Landlord written notice hereof, together with a copy of this Sublease. Subtenant expressly acknowledges and agrees that Subtenant's continued occupancy of the Subleased Premises shall be subject to the applicable terms of Article 50 of the Prime Lease (as set forth in Article 12 of the First Amendment).

28. HAZARDOUS MATERIALS. In accordance with and subject to the terms of Article 86 of the Original Lease, Subtenant shall use no Hazardous Materials (as defined in therein) in, on, under or about the Subleased Premises or any part of the Building and surrounding areas.

29. SIGNS. Subtenant may not install any sign, other than in accordance with and subject to Article 75 of the Original Lease, including without limitation obtaining the prior written approval of Prime Landlord and Sublandlord in each instance, which approval from Prime Landlord and Sublandlord shall be granted or withheld in accordance with the terms and conditions of the Prime Lease (with respect to Sublandlord's consent, as incorporated by reference). Sublandlord shall have no liability to Subtenant for the failure of the Prime Landlord to consent to Subtenant's sign. Sublandlord shall use commercially reasonable efforts to obtain a Building directory listing for Subtenant. Subtenant shall be solely responsible for the costs for any such sign(s) and/or Building directory listings.

30. AMENDMENT OF PRIME LEASE. Sublandlord reserves its right to amend or modify the Prime Lease provided that such amendment does not materially and adversely affect Subtenant.

[INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Sublease as of the day and year first above written.

ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI

By: /s/ Stephen Harvey

Name: Stephen Harvey

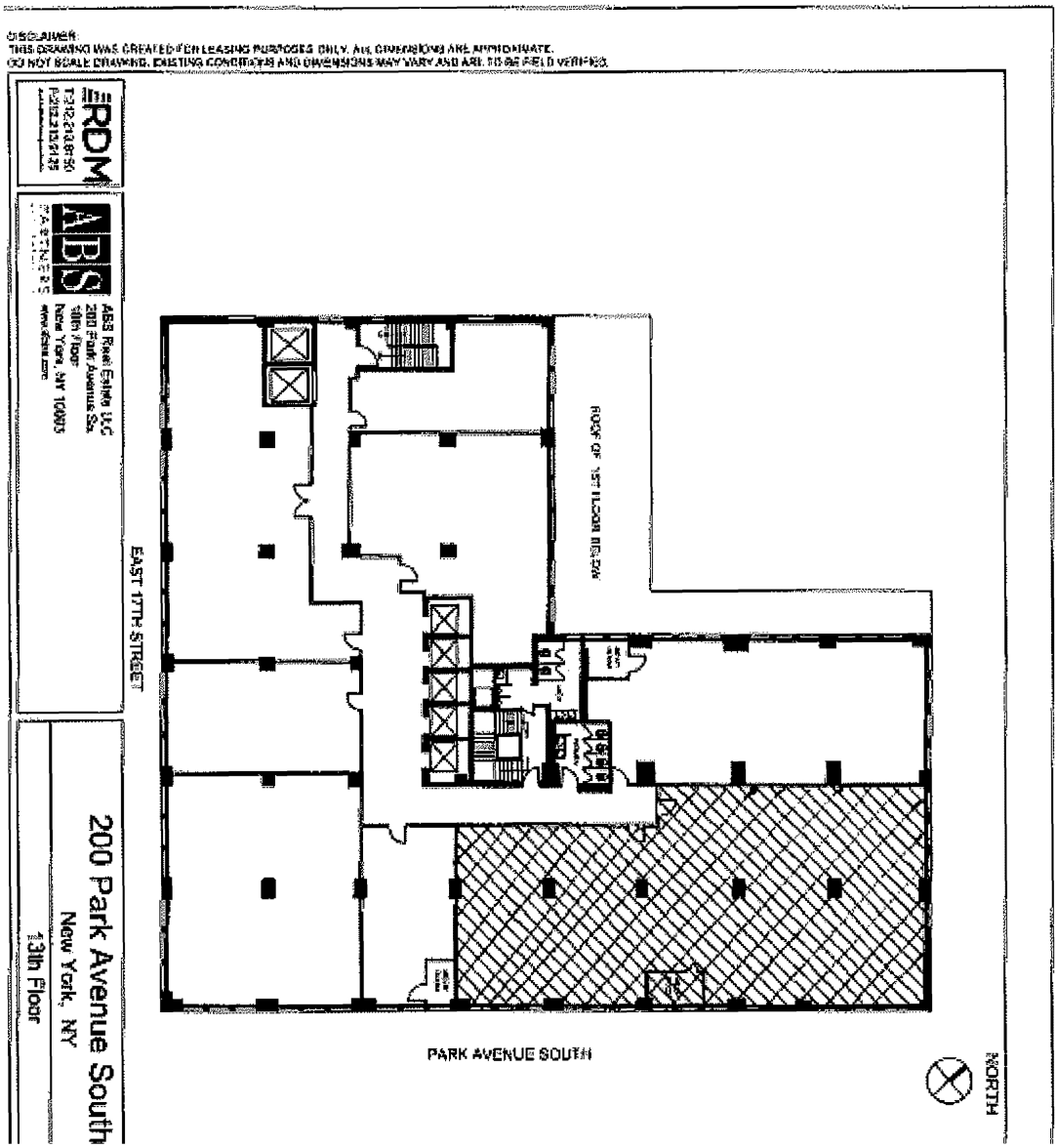
Title: Senior Vice President and Chief Financial Officer

MOUNT SINAI GENOMICS, INC.

By: /s/ Eric Schadt

Name: Eric Schadt, Ph. D.

Title: President and CEO


DISCLAIMER:
THIS DRAWING WAS CREATED FOR LEASING PURPOSES ONLY. ALL DIMENSIONS ARE APPROXIMATE.
DO NOT SCALE DRAWING. EXISTING CONDITIONS AND DIMENSIONS MAY VARY AND ARE TO BE FIELD VERIFIED.
RDM
ABS PARTNERS
ABS Real Estate LLC
200 Park Avenue So.
18th Floor
New York, NY 10003
EAST 17TH STREET
ROOF OF 1ST FLOOR BELOW
PARK AVENUE SOUTH
NORTH
200 Park Avenue South
New York, NY
13th Floor

FIRST AMENDMENT TO SUBLEASE

This First Amendment to Sublease (this "**Amendment**") dated as of the 22nd day of December, 2017, between **ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI** having an office at 150 East 42nd Street, New York, New York 10017 ("**Sublandlord**"), and **MOUNT SINAI GENOMICS, INC. (d/b/a SEMA4)** having an office at 333 Ludlow Street, South Tower, 3rd Floor, Stamford, CT 06902 ("**Subtenant**").

W I T N E S S E T H:

WHEREAS, Sublandlord and Subtenant entered into a Sublease dated as of June 1, 2017 (the "**Existing Sublease**"), pursuant to which Sublandlord subleased to subtenant certain premises (the "**Existing Subleased Premises**") in the building (the "**Building**") known as 200 Park Avenue South, New York, New York; and

WHEREAS, Sublandlord desires to sublet to Subtenant, and Subtenant desires to hire from Sublandlord, the balance of the premises demised under the Prime Lease (as defined in the Existing Sublease) upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter provided, Sublandlord and Subtenant hereby agree as follows:

1. Defined Terms. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Existing Sublease. From and after the date hereof, all references in the Existing Sublease and herein to the "**Sublease**" shall be deemed to mean the Existing Sublease, as amended hereby.

2. Additional Subleased Space.

(a) Effective for the period (the "**Suite 1406 Term**") commencing as of January 1, 2018 (the "**Suite 1406 Commencement Date"**) and ending on the Expiration Date, Sublandlord subleases to Subtenant, and Subtenant hereby hires from Sublandlord, a portion of the fourteenth (14th) floor of the Building, more particularly known as Suite 1406 and as shown on Exhibit A hereto (the "**Additional Subleased Space**") upon and subject to the terms of the Sublease. Throughout the Suite 1406 Term, all references in the Sublease to the term "Subleased Premises" shall be deemed to include both the Existing Subleased Premises and the Additional Subleased Space. The parties acknowledge that the Additional Subleased Space is the Original Space (as defined in the First Amendment) and that the Subleased Premises hereunder is the entire premises leased by Sublandlord from Prime Landlord under the Prime Lease.

(b) Except as otherwise expressly provided herein, all of the other terms of the Existing Sublease shall remain as set forth in the Existing Sublease throughout the remainder of the term of the Sublease.

(c) (i) Subtenant shall accept possession of the Additional Subleased Space in its "as is" condition on the Suite 1406 Commencement Date, (ii) Sublandlord shall be under no obligation to make any changes, improvements, or alterations to the Additional Subleased Space to prepare the same for Subtenant's occupancy, (iii) Subtenant shall not be entitled to any work allowance or rent credit with respect to the Additional Subleased Space, (iv) the taking of occupancy of the whole or part of the Additional Subleased Space by Subtenant shall be conclusive evidence that Subtenant shall have accepted

possession thereof and that the Additional Subleased Space shall be in good and satisfactory condition at the time such occupancy shall be so taken and (v) Sublandlord has not made and does not make any representations or warranties with respect to the Additional Subleased Space.

(d) Subtenant waives the right to recover any damages which may result from Sublandlord's failure to timely deliver possession of the Additional Subleased Space. If Sublandlord shall be unable to timely deliver possession of the Additional Subleased Space in the manner required hereunder and provided Subtenant is not responsible for such inability to give possession, the Suite 1406 Commencement Date hereunder shall not occur until Sublandlord shall be able to so deliver possession of the Additional Subleased Space to Subtenant, and no such failure to timely deliver possession shall in any way affect the validity of this Amendment or the obligations of Subtenant hereunder or give rise to any claim for damages by Subtenant or claim for rescission of this Amendment, nor shall the same in any way be construed to extend the Suite 1406 Term. The parties agree that this Section 2(d) constitutes an express provision as to the time at which Sublandlord shall deliver possession of the Additional Subleased Space to Subtenant, and Subtenant hereby waives any rights to rescind this Amendment which Subtenant might otherwise have pursuant to Section 223-a of the Real Property Law of the State of New York or any other law of like import now or hereafter in force.

3. Rent. Subtenant shall continue to pay all Fixed Rent with respect to the Existing Subleased Premises at the rates and in the manner provided for in the Existing Sublease. In addition, during the Suite 1406 Term, Subtenant shall pay Fixed Rent with respect to the Additional Subleased Space in the manner provided for in the Existing Sublease at the rate of $125,090.00 per annum, payable in advance in equal monthly installments of $10,424.17 (the "**Additional Subleased Space Fixed Rent**"). Throughout the Suite 1406 Term, all references in the Sublease to the term "Fixed Rent" shall be deemed to include Fixed Rent with respect to both the Existing Subleased Premises and the Additional Subleased Space, including without limitation for purposes of Section 19 of the Existing Sublease; it being acknowledged and agreed that the Fixed Rent with respect to the Existing Subleased Premises and the Additional Subleased Space in the aggregate shall equal the amount of $487,270.00 per annum, payable in advance in equal monthly installments of $40,605.83.

4. Electricity, Utilities and Other Charges. Subtenant shall continue to pay all Additional Rent with respect to the Existing Subleased Premises at the rates and in the manner provided in the Existing Sublease. In addition, Subtenant shall pay to Sublandlord all Additional Rent with respect to the Additional Subleased Space commencing on the Suite 1406 Commencement Date at the rates and in the manner provided in the Existing Sublease, including without limitation:

(a) real estate tax escalations attributable to the Additional Subleased Space pursuant to Article 47 of the Original Lease (as modified by Article 6 of the First Amendment) consistently with the terms thereof; it being acknowledged and agreed that the term "The Percentage" with respect to the Additional Subleased Space only shall mean 0.59% (and with respect to the Existing Subleased Premises and the Additional Subleased Space in the aggregate shall mean 2.34%) and (ii) the term "Base Tax Year" shall mean the New York City real estate tax year commencing on July 1, 2016 and ending on June 30, 2017 with respect to both the Existing Subleased Premises and the Additional Subleased Space;

(b) cost of living adjustments for the Additional Subleased Space pursuant to Article 48 of the Original Lease (as modified by Article 7 of the First Amendment) consistently with the terms thereof; it being acknowledged and agreed that for purposes of the Additional Subleased Space only, (i) the term "Base Year" shall mean the month of January, 2014 and (ii) the term "annual rent" shall mean the annual Fixed Rent with respect to Additional Subleased Space hereunder;

(c) amounts due with respect to the lobby attendant under Article 68 of the Original Lease (as modified by Article 8 of the First Amendment) with respect to the Additional Subleased Space consistently with the terms thereof; it being acknowledged and agreed that the reference to "0.59%" in Article 68 of the Original Lease for purposes of the Additional Subleased Space only shall mean "0.59%" (and for purposes of the Existing Subleased Premises and the Additional Subleased Space in the aggregate shall mean "2.34%");

(d) for electricity on a submetering basis with respect to the Additional Subleased Space in accordance with Article 76 of the Original Lease (as modified by Article 9 of the First Amendment) consistently with the terms thereof; it being acknowledged and agreed that Subtenant shall pay Sublandlord 100% of Sublandlord's cost for electricity with respect to both the Existing Subleased Premises and the Additional Subleased Space (including, without limitation, any surcharge paid by Sublandlord to Prime Landlord);

(e) amounts due on account of late payment of monthly rent with respect to the Existing Subleased Premises and/or the Additional Subleased Space pursuant to the Article 78 of the Original Lease (as modified by Article 10 of the First Amendment) consistently with the terms thereof; it being acknowledged and agreed that for any portion of such rents, the sum of "$2,030.00" as set forth in Article 10 of the First Amendment shall apply;

(f) amounts due with respect to water charges and sprinklers under Articles 29 and 30 of the Original Lease (as modified by Article 11 of the First Amendment) consistently with the terms thereof; it being acknowledged and agreed that with respect to the Additional Subleased Space only, such monthly water charge shall be $30.00 and such monthly sprinkler charge shall be $30.00 (and with respect to the Existing Subleased Premises and the Additional Subleased Space in the aggregate, such monthly water charge shall be $117.00 and such monthly sprinkler charge shall be $117.00); and

(g) any payment with respect to the Additional Subleased Space pursuant to Article 45 of the Original Lease (as modified by Article 5 of the First Amendment) consistently with the terms thereof; it being acknowledged and agreed that the two references to "0.59%" in Section 45(a) of the Original Lease with respect to the Additional Subleased Space only shall mean "0.59%" (and with respect to the Existing Subleased Premises and the Additional Subleased Space in the aggregate shall mean "2.34%").

For avoidance of doubt, it is the parties intention that all rent and other charges payable by Sublandlord to Prime Landlord under the Prime Lease shall be payable by Subtenant to Sublandlord hereunder.

5. Security Deposit. Effective as of the Suite 1406 Commencement Date, the amount of the Security Deposit, if and when required pursuant to the terms of Section 20 of the Existing Sublease, shall be equal to the sum of THREE HUNDRED SIXTY-FIVE THOUSAND FOUR HUNDRED FIFTY-TWO and 50/100 ($365,452.50) Dollars.

6. Additional Subleased Space Cancellation Right.

(a) Each of Sublandlord and Subtenant shall have the option to cancel the Sublease solely with respect to the Additional Subleased Space upon not less than ninety (90) days' prior written notice (any such written notice, an "**Additional Subleased Space Cancellation Notice**") to the other party, as of a date set forth in such Additional Subleased Space Cancellation Notice (the "**Additional Subleased Space Cancellation Date**"), which date shall be no sooner than January 1, 2020. A properly delivered Additional Subleased Space Cancellation Notice shall be irrevocable upon delivery.

(b) If either Sublandlord or Subtenant properly delivers an Additional Subleased Space Cancellation Notice to the other, then the following terms and conditions shall be applicable:

(i) Notwithstanding any such cancellation of the Sublease as to the Additional Subleased Space, Subtenant shall remain liable to pay Fixed Rent and Additional Rent payable by Subtenant pursuant to Section 3 and Section 4 of this Amendment through Additional Subleased Space Cancellation Date and to cure any default under any of the terms, covenants and conditions of the Sublease with respect to the Additional Subleased Space existing on the Additional Subleased Space Cancellation Date. Such defaults shall be cured within the periods provided in the Sublease, and such liability of Subtenant shall survive any such cancellation.

(ii) The Suite 1406 Term shall end on the Additional Subleased Space Cancellation Date. On or prior to the Additional Subleased Space Cancellation Date, Subtenant shall vacate the Additional Subleased Space and surrender possession thereof to Sublandlord in accordance with the provisions of Section 21 of the Existing Sublease, as if said date of cancellation were the original Expiration Date and the Additional Subleased Space were the Subleased Premises.

(iii) If vacant and exclusive possession of the Additional Subleased Space is not surrendered to Sublandlord in accordance with the provisions of this Section 6 upon or prior to the Additional Subleased Space Cancellation Date, Sublandlord shall be entitled to immediately reenter the Additional Subleased Space and dispossess Subtenant (and/or any person claiming by, through or under Subtenant). In the event of any such holding over, Subtenant shall pay as holdover use and occupancy for each month (or portion thereof) of the holdover tenancy an amount calculated in accordance with Article 74 of the Original Lease (it being acknowledged and agreed that for purposes of the foregoing, the term "annual rent" shall mean the annual Additional Subleased Space Fixed Rent), subject to all of the other terms of the Sublease insofar as the same are applicable to such holdover tenancy. The acceptance of any such use and occupancy payment paid by Subtenant pursuant to this Section 6 shall in no event preclude Sublandlord from commencing and prosecuting a holdover or summary eviction proceeding and the provisions of this Section 6 shall be deemed to be an "agreement expressly providing otherwise" within the meaning of Section 232-c of the Real Property Law of the State of New York and any successor or similar law of like import. In addition, to the extent applicable, Subtenant shall indemnify and shall save Sublandlord harmless from and against all costs, claims, losses or liabilities resulting from the failure of Subtenant to surrender the Additional Subleased Space on the Additional Subleased Space Cancellation Date, including, without limitation, any amounts payable by Sublandlord pursuant to Article 74 of the Original Lease or under any indemnity contained in the Prime Lease. Nothing contained in this Section 6 shall (x) imply any right of Subtenant to remain in the Additional Subleased Space after the Additional Subleased Space Cancellation Date without the execution of a new sublease, (y) imply any obligation of Sublandlord to grant a new sublease or (z) be construed to limit any right or remedy that Sublandlord has against Subtenant as a holdover tenant or trespasser. The provisions of this Section 6 shall survive the expiration or earlier termination of the Sublease.

(iv) Upon the cancellation of the Sublease with respect to the Additional Subleased Space as aforesaid, (x) Sublandlord shall be relieved of all of its obligations under the Sublease with respect to the Additional Subleased Space from and after the date immediately following Additional Subleased Space Cancellation Date, and (y) except as otherwise provided in this Section 6, Subtenant shall be relieved of all of its obligations under the Sublease with respect to the Additional Subleased Space from and after the date immediately following Additional Subleased Space Cancellation Date. Notwithstanding the foregoing, any obligations of Subtenant or Sublandlord to indemnify the other pursuant to the terms of the Sublease with respect to any

matters relating to the Additional Subleased Space, which obligations expressly survive the expiration or sooner termination of the Sublease, shall survive the Additional Subleased Space Cancellation Date.

(v) Effective upon the date immediately following the Additional Subleased Space Cancellation Date, the terms of Sections 3, 4 and 5 of this Amendment shall be of no further force or effect (with respect to the period following the Additional Subleased Space Cancellation Date). Following the Additional Subleased Space Cancellation Date, (x) all references to the term "Subleased Premises" shall mean the Existing Subleased Premises, (y) Subtenant shall continue to pay all Fixed Rent and Additional Rent with respect to the Existing Subleased Premises at the rates and in the manner provided for in the Existing Sublease, and (z) Subtenant's obligations with respect to the Security Deposit shall be governed solely by Section 20 of the Existing Sublease.

(vi) If, prior to the Additional Subleased Space Cancellation Date, Subtenant has deposited the Security Deposit in cash in the amount of $365,452.50 pursuant to the terms of Section 20 of the Existing Sublease, as modified by Section 5 of this Amendment, and if Subtenant shall fully and faithfully comply with all of the terms, covenants and conditions of the Sublease, then promptly following the Additional Subleased Space Cancellation Date and the surrender of vacant possession of the Additional Subleased Space to Sublandlord in accordance with the terms hereof, Sublandlord shall return to Subtenant a sum equal to the positive difference, if any, between (a) the amount of the Security Deposit then held by Sublandlord and (b) $271,635.00. If Sublandlord is then holding such Security Deposit in the form of a Letter of Credit, then if Subtenant shall fully and faithfully comply with all of the terms, covenants and conditions of the Sublease, Subtenant shall have the right to either (x) reduce the amount of the existing Letter of Credit to $271,635.00, or (y) provide a new letter of credit in the amount of $271,635.00 which meets the requirements of Sections 20(b) and (c) of the Sublease. In the event that Subtenant shall elect to reduce the amount of the existing Letter of Credit, Sublandlord shall cooperate with Subtenant in authorizing such reduction. In the event that Subtenant shall elect to provide a new Letter of Credit, then upon delivery to Sublandlord of such new Letter of Credit, Sublandlord shall return the existing Letter of Credit to Subtenant (together with a letter from Sublandlord authorizing its cancellation, if so required by the issuing bank).

7. Brokerage Subtenant and Sublandlord each represents to the other that it has not dealt with any broker or finder in connection with this transaction. Subtenant and Sublandlord each agree to indemnify, defend and hold the other harmless from and against any costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from a breach by the indemnifying party of the foregoing representation. The provisions of this Section 7 shall survive the expiration or earlier termination of the Sublease.

8. Notice to Prime Landlord. This Amendment shall convey no rights to Subtenant until Sublandlord shall have given Prime Landlord written notice hereof, together with a copy of this Amendment. Upon the unconditional execution of this Amendment by both parties, Sublandlord shall give Prime Landlord written notice hereof, together with a copy of this Amendment. Subtenant expressly acknowledges and agrees that Subtenant's continued occupancy of the Subleased Premises shall be subject to the applicable terms of Article 50 of the Prime Lease (as set forth in Article 12 of the First Amendment).

9. Incorporation by Reference. Notwithstanding anything to the contrary contained in Section 3 of the Existing Sublease, (a) the provisions of the Prime Lease relating exclusively to the portion of the premises thereunder on the fourteenth (14th) floor of the Building shall be incorporated by

reference with respect to the Additional Subleased Space and (b) the air conditioning unit referred to in Article 73 of the Original Lease shall be deemed to refer to both the existing air conditioning unit located in the Existing Subleased Premises and the existing air conditioning unit located in the Additional Subleased Space.

10. Certification. Subtenant hereby certifies that as of the date hereof, (a) the Existing Sublease is in full force and effect and has not been modified or amended, (b) to Subtenant's knowledge, Sublandlord is not in default under the Existing Sublease and has completed all improvements and made all contributions (if any) required of Sublandlord under the Existing Sublease and Subtenant knows of no event which, with notice or the passage of time or both, would constitute such a default and (c) Subtenant has made no demand against Sublandlord and to Subtenant's knowledge, has no present right to make such demand with respect to charges, liens, defenses, counterclaims, offsets, claims, or credits against the payment of Fixed Rent or Additional Rent or the performance of Subtenant's obligations under the Existing Sublease. Sublandlord hereby certifies that as of the date hereof, (i) the Existing Sublease is in full force and effect and, except for this Amendment, has not been modified or amended and (ii) to Sublandlord's knowledge, all Fixed Rent and Additional rent billed by Sublandlord under the Existing Sublease through the date of this Amendment has been paid by Subtenant.

11. Notices. Effective as of the date hereof, any notice sent to Subtenant under the Sublease shall instead be delivered to Mount Sinai Genomics, Inc., 333 Ludlow Street, South Tower, 3rd Floor, Stamford, CT 06902, Attn: General Counsel. Except as modified hereby, the provisions of Section 26 of the Existing Sublease shall remain in full force and effect.

12. Miscellaneous. Except as amended herein, all of the other terms of the Existing Sublease are and shall remain in full force and effect and are hereby ratified and confirmed. This Amendment is submitted to Subtenant on the understanding that it shall not be considered an offer and shall not bind Sublandlord in any way until (i) Subtenant has duly executed and delivered duplicate originals to Sublandlord, and (ii) Sublandlord has executed and unconditionally delivered one of said originals to Subtenant. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. If any of the provisions of the Sublease or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the Sublease or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of the Sublease shall be valid and enforceable to the fullest extent permitted by law. This Amendment may not be orally waived, terminated, changed or modified. Sublandlord and Subtenant each represents and warrants to the other that (a) this Amendment (1) has been duly authorized, executed and delivered by such party and (2) constitutes the legal, valid and binding obligation of such party and (b) the execution and delivery of this Amendment is not prohibited by, nor does it conflict with or constitute a default under, any agreement or instrument to which such party may be bound or any legal requirements applicable to such party.

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IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Amendment as of the day and year first above written.

ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI

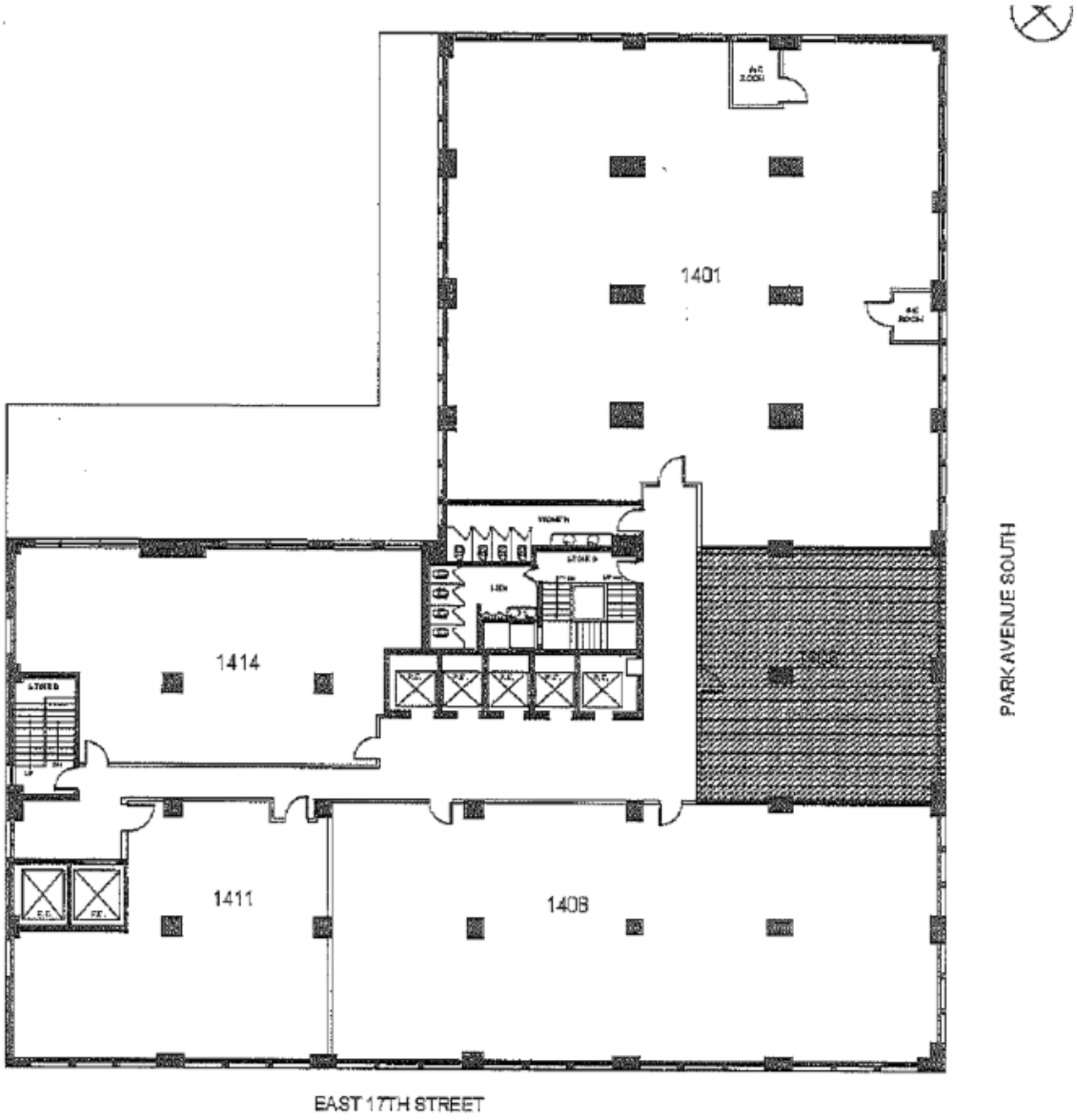
By: /s/ Stephen Harvey
Name: Stephen Harvey
Title: Sr. V.P. Finance & CFO

MOUNT SINAI GENOMICS, INC.

By: /s/ Matthew Rosamond
Name: Matthew Rosamond
Title: CFO

Exhibit A

Additional Subleased Space



FIRST AMENDMENT TO SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT (this "**Amendment**") is entered into as of this ___ day of July, 2019, by and between **MARRIOTT INTERNATIONAL**, **INC**., a Delaware corporation ("**Sublandlord**") and **ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI**, an educational institution chartered by the New York State Board of Regents ("Subtenant").

WHEREAS, Sublandlord and Subtenant have entered into that certain Sublease Agreement, dated as of June 6, 2017 (the "**Existing Sublease**"; the Existing Sublease as amended by this Amendment, the "**Sublease**") for certain premises located on the third (3rd floor of the South Tower of the buildings located at One StarPoint a/Ida 333 Ludlow Street, Stamford, Connecticut (the "**Existing Premises**"); and

WHEREAS, the parties desire to amend the Existing Sublease on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto do covenant and agree as follows:

1) **Definitions**. Capitalized terms used in this Amendment and not defined herein shall have the meanings set forth in the Existing Sublease.

2) **Amendments to the Existing Sublease**.

a) Effective on the later of (y) the ninetieth (90th) day following the date of this Amendment (the "**Scheduled Relocation Commencement Date**") and (z) the date that Sublandlord tenders to Subtenant vacant possession of the New Premises in the Delivery Condition with Sublandlord's Work (as hereinafter defined) Substantially Complete (as hereinafter defined) (the "**Relocation Commencement Date**"), Subtenant shall relocate from the Existing Premises to that certain space located on the seventh (7th) and eighth (8th) floors in the North Tower of the Building, as shown on the floor plans attached hereto as Exhibit A (the "**New Premises**"). Except as modified herein, effective on the Relocation Commencement Date: (i) the terms of the Existing Sublease shall apply to the New Premises; (ii) any reference to the Sublease Premises in the Existing Sublease shall be deemed to refer to the New Premises; and (iii) Exhibit A attached hereto shall replace Exhibit B to the Existing Sublease. If Sublandlord is unable to deliver possession of the New Premises in the Delivery Condition with Sublandlord's Work Substantially Complete on the Scheduled Relocation Commencement Date, Sublandlord shall not be liable for any damage caused thereby, nor shall the Sublease be void or voidable, but, rather the Relocation Commencement Date shall be the date that vacant possession of the New Premises in the Delivery Condition with Sublandlord's Work substantially completed is so tendered to Subtenant, subject to the extension of the New Premises Rent Commencement Date (as hereinafter defined) pursuant to the terms of Section 2(d) of this Amendment.

b) As used herein, "**Substantial Completion**" or "**Substantially Complete**" means that Sublandlord's Work has been completed, except for minor or insubstantial details of construction, decoration and mechanical adjustments, the non-completion of which will not materially and adversely interfere with Subtenant's occupancy of the New Premises for the Subtenant's Permitted Use (the "**Punch List Items**"). Following Substantial

Completion of Sublandlord's Work, Sublandlord shall promptly commence and use reasonably diligent efforts to complete all Punch List Items within 30 days following Substantial Completion of Sublandlord's Work, or such longer period of time as may be reasonable under the circumstances, and do so in a manner so as to minimize interference with Subtenant's operations in the New Premises.

c) If Sublandlord reasonably believes that the Relocation Commencement Date is likely to be later than the Scheduled Relocation Commencement Date, Sublandlord shall make good faith efforts to give Subtenant a non-binding estimate not less than thirty (30) days prior to the date on which Sublandlord anticipates that Sublandlord's Work will be Substantially Complete and, upon Subtenant's request from time to time, to provide a non-binding estimate (which may be written or oral) of the anticipated Relocation Commencement Date. Sublandlord shall deliver a notice to Subtenant (a "**Substantial Completion Notice**") stating that Sublandlord believes that Sublandlord's Work is, or is about to be, Substantially Complete, and setting forth a date (the "**Walk-Through Date**"), not less than three (3) Business Days after the giving of such notice, for the parties to conduct a joint inspection of Sublandlord's Work. On the Walk-Through Date, Sublandlord and Subtenant and their respective consultants shall jointly inspect Sublandlord's Work to determine if Sublandlord's Work is Substantially Complete. Within two (2) Business Days after such walk-through, Subtenant shall deliver a written notice to Sublandlord (the "**Subtenant Inspection Notice**"), which notice shall either (y) confirm Subtenant's agreement that Sublandlord's Work is Substantially Complete and specify in reasonable detail any Punch List Items yet to be completed, or (z) dispute the occurrence of Substantial Completion of Sublandlord's Work, specifying in reasonable detail all items of work asserted to be incomplete which result in Sublandlord's Work not being Substantially Complete. If, in the Subtenant Inspection Notice, (i) Subtenant concurs that Sublandlord's Work is Substantially Complete, provided that all other conditions to the occurrence of the Relocation Commencement Date have been fully satisfied, Subtenant shall be deemed to have accepted the New Premises in the Delivery Condition including Sublandlord's Work as of the Walk-Through Date and Sublandlord shall have no further obligation to perform any work, supply any materials, or make any alterations or improvements to prepare the New Premises for Subtenant's occupancy, subject to Sublandlord's completion of any Punch-List Items, which Sublandlord shall proceed with reasonable diligence to complete, or (ii) Subtenant concludes that Sublandlord's Work is not Substantially Complete, Subtenant shall be deemed to concur that any item of work not specified and listed as incomplete in the Subtenant Inspection Notice is completed for all purposes of this Section 2(c) and the Sublease. If Subtenant fails to appear on the Walk-Through Date, or if the parties conduct a joint inspection of Sublandlord's Work and Subtenant fails within two (2) Business Days after such inspection to deliver to Sublandlord the Subtenant Inspection Notice containing the information required pursuant to clauses (y) or (z) of this Section 2(c) (as applicable), then in either such case Subtenant shall be deemed to have concurred that Sublandlord's Work has been fully completed as of the Walk-Through Date and Subtenant shall be deemed to have accepted delivery of possession of the New Premises in the Delivery Condition, including Sublandlord's Work therein, and Sublandlord shall have no further obligation to perform any work, supply any materials, or make any alterations or improvements to prepare the New Premises for Subtenant's occupancy.

d) During the period following Sublandlord's delivery of its estimate to Subtenant that Sublandlord's Work will likely be Substantially Complete within thirty (30) days, Subtenant shall have a limited non-exclusive license to enter the New Premises to inspect the same, take measurements, install cable and set up its information technology/communications systems; provided that Subtenant shall maintain the insurance required under this Sublease with respect to the New Premises and obtain all licenses and permits necessary for such pre-occupancy activities; and provided further, Subtenant shall not be permitted to do any work in and to the New Premises except in accordance with Article 9 of the Sublease and shall in no event unreasonably interfere with Sublandlord's performance of Sublandlord's Work.

e) Sublandlord shall use commercially reasonable efforts to cause the Relocation Commencement Date to occur on the Scheduled Relocation Commencement Date. Subject to the last sentence of this Section 2(e) and delays resulting from force majeure causes not to exceed one hundred twenty (120) days in the aggregate, (i) if the Relocation Commencement Date does not occur by the one hundred twentieth (120th) day following the date of this Amendment (the "**First Relocation Outside Date**"), then the New Premises Rent Commencement Date shall be delayed by one (1) day for each day occurring during the period commencing on the First Relocation Outside Date until the earlier to occur of (I) the Relocation Commencement Date and (II) the day immediately preceding the Second Relocation Outside Date (as hereinafter defined), and (ii) if the Relocation Commencement Date does not occur by the one hundred fiftieth (150th) day following the date of this Amendment (the "**Second Relocation Outside Date**"), then the New Premises Rent Commencement Date shall be delayed by two (2) days for each day occurring during the period commencing on the Second Relocation Outside Date until the Relocation Commencement Date. Notwithstanding anything contained in this provision to the contrary, if any failure by Sublandlord to deliver the Sublease Premises to Subtenant in the Delivery Condition on any date is due to delays caused by Subtenant or its agents, such delay shall not be deemed to delay the Relocation Commencement Date or the New Premises Rent Commencement Date, and the Relocation Commencement Date and New Premises Rent Commencement Date shall be deemed to be the date each of same would have occurred but for such delay.

f) Sublandlord shall grant Subtenant a period expiring on the earlier to occur of (i) Subtenant's surrender of the Existing Premises in accordance with the terms of this paragraph and (ii) ten (10) business days following the Relocation Commencement Date (the "**Move Out Period**") in which to vacate and return the Existing Premises to Sublandlord in broom clean condition, with all of the Existing Furniture in place and as otherwise required pursuant to Section 9.4 of the Existing Sublease, with any damage caused by Subtenant repaired as identified in a final walk-through of the Existing Premises. Upon expiration of the Move Out Period, Subtenant's possession of the Existing Premises shall be terminated and all references in the Existing Sublease to the Sublease Premises shall no longer include the Existing Premises. Subtenant agrees to reasonably cooperate with Sublandlord to preserve the existing wiring, cabling, security systems, furniture, fixtures and equipment within the Existing Premises that may be of use to future sublessees of the Existing Premises.

g) Effective on the Relocation Commencement Date, the definition of Base Rent set forth in Section 1.1(b) of the Existing Sublease shall be deleted and restated as follows (with the

definition of the term “Lease Year” amended as provided in Section 2(j) of this Amendment):

“**Base Rent** shall mean the following (subject to Section 4.1 hereof):

Lease Year	Annual Base Rent	Monthly Base Rent	Annual Base Rent per Square Foot*
1	$1,900,210.00	$158,350.83	$32.50
2	$1,958,678.00	$163,223.17	$33.50
3	$2,017,146.00	$168,095.50	$34.50
4	$2,075,614.00	$172,967.83	$35.50
5	$2,134,082.00	$177,840.17	$36.50
6	$2,192,550.00	$182,712.50	$37.50
7	$2,251,018.00	$187,584.83	$38.50
8	$2,309,486.00	$192,457.17	$39.50
9	$2,367,954.00	$197,329.50	$40.50
10	$2,426,422.00	$202,201.83	$41.50
11	$2,484,890.00	$207,074.17	$42.50
12	$2,543,358.00	$211,946.50	$43.50
13	$2,601,826.00	$216,818.83	$44.50
14	$2,660,294.00	$221,691.17	$45.50
15	$2,718,762.00**	$226,563.50	$46.50

* In the event of any conflict between the Annual Base Rent specified above and the Annual Base Rent per Square Foot specified above, the Annual Base Rent specified above will govern.

**Note: Lease Year 15 is a partial year.

h) The term “New Premises Rent Commencement Date” shall mean the Relocation Commencement Date, subject to Section 2(e) of this Amendment. Notwithstanding anything to the contrary provided in the Sublease, Subtenant shall pay Base Rent to Sublandlord as rental for the Sublease Premises commencing on the New Premises Rent Commencement Date.

i) The definition of Broker(s) set forth in Section 1.l(c) of the Existing Sublease shall include CBRE.

j) Effective as of the Relocation Commencement Date, the definition of Lease Year in Section 1.1(g) of the Existing Sublease shall be deleted and restated as follows: "**Lease Year** shall mean the twelve (12) month period commencing on the Relocation Commencement Date (as defined in the First Amendment to this Sublease) and each subsequent consecutive twelve (12) month period or portion thereof occurring during the Sublease Term".

k) Effective as of the Relocation Commencement Date, the definition of Rentable Area of the Sublease Premises in Section 1.1(k) of the Existing Sublease shall be deleted and restated as follows: "Rentable Area of the Sublease Premises shall mean 58,468 rentable square feet, which Sublandlord and Subtenant have stipulated as the Rentable Area of the Sublease Premises".

l) The definition of Sublease Expiration Date in Section 1.1(n) of the Existing Sublease shall be deleted and restated as follows: "**Sublease Expiration Date** shall mean January 31,2034".

m) Effective as of the Relocation Commencement Date, the definition of Subtenant's Percentage Share in Section 1.1(q) of the Existing Sublease shall be deleted and restated as follows: "**Subtenant's Percentage Share** shall mean thirteen and fifty five hundredths percent (13.55%) with respect to increases in Property Taxes, Other Taxes and Operating Expenses (as such terms are hereinafter defined)".

n) Section 2.3 of the Existing Sublease is hereby deleted in its entirety.

o) Notwithstanding the terms of Section 2.4 of the Existing Sublease, effective as of the Relocation Commencement Date, Subtenant shall be entitled to four (4) reserved parking spaces located in the Garage at no additional cost to Subtenant. The location of such reserved spaces shall be on the second (2nd) floor of the Garage as shown on Exhibit B and Sublandlord shall provide reasonable signage designating such spaces as reserved for Subtenant exclusive use. Sublandlord shall have the right to relocate such reserved parking spaces to another part of the Garage upon reasonable prior notice to Subtenant.

p) Effective as of the Relocation Commencement Date, the terms of Article 3 of the Sublease shall be deleted and restated as follows:

"3.1 Except as otherwise provided in this Sublease, the Sublease Term shall be the period commencing on the Sublease Commencement Date and ending on the Sublease Expiration Date unless sooner terminated as otherwise provided in this Sublease.

3.2 Following the Relocation Commencement Date, at the request of Sublandlord or Subtenant, Sublandlord and Subtenant shall execute and deliver a written agreement, confirming the Relocation Commencement Date and the New Premises Rent Commencement Date; provided, however, the failure to execute and deliver such instrument shall not affect in any manner whatsoever the validity of the Relocation Commencement Date or the New Premises Rent Commencement Date."

q) Effective as of the Relocation Commencement Date, the terms of Section 4.1 of the Existing Sublease shall be deleted and restated as follows:

"Base Rent. Subject to the terms and conditions hereof, commencing on the Relocation Commencement Date and until the Sublease Expiration Date, Subtenant shall pay Base Rent to Sublandlord as rental for the Sublease Premises; provided, however, that so long as Subtenant is not then in default under the terms of this Sublease beyond applicable notice and cure periods, fifty percent (50%) of the monthly Base Rent payments for the first nine (9) months of the first (1st) Lease Year (i.e., commencing on the Relocation Commencement Date) shall be abated. For the avoidance of doubt, if a default by Subtenant under this Sublease shall occur for which Sublandlord accepts a Subtenant cure, then the aforesaid limited abatement may be taken following such cure so long as Subtenant is not then in further default under this Sublease beyond applicable notice and cure periods."

r) Effective as of the Relocation Commencement Date, the definition of Base Operating Year in Section 4.3(a) of the Existing Sublease shall be deleted and restated as follows: "**Base Operating Year** shall mean the period commencing January 1, 2019 and ending December 31, 2019".

s) Effective as of the Relocation Commencement Date, the definition of Base Tax Year in Section 4.3(b) of the Existing Sublease shall be deleted and restated as follows: "**Base Tax Year** shall mean the period commencing July 1, 2019 and ending June 30, 2020".

t) Effective as of the Relocation Commencement Date, the first sentence of Section 6.3(c) of the Existing Sublease shall be deleted and restated as follows: "Subtenant shall maintain a ratio of not more than one Occupant (as defined below) for each one hundred ninety five (195) square feet of rentable area in the Sublease Premises (initially three hundred (300) Occupants) (the "**Occupant Density**")".

u) Effective as of the Relocation Commencement Date, the last two (2) sentences of Section 7.2(a) of the Existing Sublease shall be deleted and restated as follows: "Sublandlord, at Sublandlord's cost, shall furnish Subtenant with up to three hundred (300) access cards for Subtenant and its permitted Occupants working in the Sublease Premises, which number shall be inclusive of those access cards already provided to Subtenant for the Existing Premises. Subtenant shall be responsible, at its sole cost, for the cost of replacing any access cards due to misplacement, for new or additional Occupants, or if any such access cards are lost."

v) The following language is hereby inserted at the end of Section 13.1 of the Existing Sublease:

"In addition, notwithstanding anything to the contrary provided in this Sublease, Subtenant shall have the right to assign its interest in this Sublease to the Initial Subsubtenant, regardless of whether the Initial Subsubtenant then constitutes an Affiliate of Subtenant, without obtaining Sublandlord's consent therefor or Sublandlord's having a right to recapture pursuant to the terms of Section 13.3 so long as (y) Subtenant provides Sublandlord with written notice of such assignment within ten (10) days thereof and (z) the Initial Subsubtenant assumes in writing all of the obligations of Subtenant under this Sublease. The foregoing rights to assignment shall not be applicable to any other Transfer with respect to Subtenant, the Initial Subsubtenant or any other subsubtenant, and the terms of this Article 13 shall apply to any such other Transfer. For the avoidance

of doubt, and in addition to the matters set forth in Section 13.7 below, the named Subtenant herein as of the date hereof shall in no manner whatsoever ever be released from any liability for the full, timely and complete payment and performance of the terms and conditions of this Sublease by reason of the Initial Subsublease, such assignment to the Initial Subsubtenant or otherwise, except as otherwise expressly provided in this Sublease. Any party to whom this Sublease may be sublet, assigned or Transferred without the consent of Sublandlord under this Section 13.1 shall be referred to as a "**Permitted Transferee**", and any such sublease, assignment or transfer shall be referred to as a "**Permitted Transfer**"."

w) Article 13 of the Existing Sublease is hereby amended by inserting the following provisions after Section 13.9:

"13.10 Transfers to Qualified Permitted Transferees.

(a) Notwithstanding anything to the contrary, an assignment of this Sublease to a Permitted Transferee shall not release Subtenant from its obligations hereunder unless with respect to any such assignment any Permitted Transferee has a net worth computed in accordance with generally accepted accounting principles (exclusive of intangibles and goodwill) that is One Billion Dollars ($1,000,000,000) or more immediately following such Permitted Transfer (the "**Net Worth Threshold**"). For purposes hereof, the term "**Financial Standard**" shall mean satisfaction of the requirements of the Net Worth Threshold. A Permitted Transferee which satisfies the Financial Standard is referred to herein as a "**Qualified Permitted Transferee**".

(b) The aforementioned amount of One Billion Dollars ($1,000,000,000) as used each time in this Section 13.10 shall be adjusted on each anniversary of the Relocation Commencement Date to reflect the percentage increase in the Price Index that has theretofore occurred from the Price Index (as hereinafter defined) that was in effect on the Relocation Commencement Date. It is understood and agreed that in determining the net worth of any Permitted Transferee or pursuant to this Article 13, such net worth shall be determined based upon such Permitted Transferee's most recent audited financial statements (audited by a regionally recognized certified public accounting firm) using the same methodology used to determine the net worth of the Subtenant in the Subtenant's audited financial statements for the period ending December 31, 2017, copies of which have been made available to Sublandlord; provided, if such most recent audited financial statement is for a period ending more than three (3) months prior to the date such financial statement is delivered to Sublandlord, then Sublandlord shall be provided with the most recent year-to-date unaudited financial statement (which shall be certified by the Chief Financial Officer or other officer of the Permitted Transferee who has knowledge of and responsibility for the financial reporting of the Permitted Transferee) in addition to such most recent audited financial statement. If such Permitted Transferee does not have audited financial statements, such Permitted Transferee shall provide the most recent year-to-date unaudited financial statements (which shall be certified by the Chief Financial Officer or other officer of the Permitted Transferee who has knowledge and responsibility for the financial reporting of the Permitted Transferee). Sublandlord shall have the right to request any and all such other financial information (including, if any financial statements are unaudited, that such financial statements be certified by a regionally recognized certified public accounting firm) as Sublandlord shall deem

reasonably necessary to determine if such Permitted Transferee is a Qualified Permitted Transferee. For purposes hereof, the term "**Price Index**" shall mean the Consumer Price Index for All Urban Consumers, New York-Northern N.J.-Long Island, NY-NJ-CT-PA, 1982-84=100. If the Bureau of Labor Statistics should cease to publish such index in its present form and calculated on the present basis, a comparable index or an index reflecting changes in the cost of living determined in a similar manner or by substitution, combination or weighting of available indices, expenditure groups, items, components or population, published by the Bureau of Labor Statistics or by a responsible financial periodical or recognized authority shall be designated by Sublandlord to be the Price Index thereafter.

(c) In the event of an assignment of this Sublease to a Qualified Permitted Transferee, (Sublandlord shall release Subtenant in full from any further liability hereunder arising from and after the date of such assignment and Sublandlord and any party claiming by or through Sublandlord shall agree to look solely to the Qualified Permitted Transferee for satisfaction of any and all rights, claims, liabilities, and damages arising from and after the date of such assignment. Notwithstanding the foregoing, Sublandlord shall not be required to release Subtenant as provided above until (A) it has received all financial information and statements requested or required pursuant to the terms of this Article with respect to the Permitted Transferee and all relevant assignment documentation in accordance with the terms of this Sublease and (B) it is reasonably satisfied that the assignee is a Qualified Permitted Transferee. Sublandlord reserves the right to request additional financial information with respect to such Qualified Permitted Transferee prior to releasing Subtenant.

13.11. Recognition Agreement. Notwithstanding anything to the contrary contained herein, if Subtenant sub-subleases the entire Sublease Premises to the Initial Subsubtenant, Sublandlord shall, upon the request of Subtenant, provided that Subtenant shall not then be in default under this Sublease beyond the expiration of any applicable notice and cure periods, execute and deliver to the Initial Subsubtenant, a Recognition Agreement in form mutually acceptable to Sublandlord and the Initial Subsubtenant (a "**Recognition Agreement**") stating, in substance, that so long as the Initial Subsubtenant shall not be in default of any of its obligations under the Initial Subsublease, beyond the expiration of any applicable notice and grace period, the Initial Subsubtenant' s leasehold estate shall not be terminated or disturbed by reason of the termination of this Sublease in the event of the default of Subtenant hereunder, but shall be modified as follows. Upon the attornment and recognition referred to in the preceding sentence, this Sublease (and not the Initial Subsublease) shall continue in full force and effect as, or as if it were, a direct sublease between Sublandlord and the Initial Subsubtenant upon all of the then executory terms, conditions and covenants as are set forth in this Sublease, including the Base Rent and Additional Rent due hereunder. Further, for the avoidance of any doubt, upon such attornment and recognition, in no event shall Subtenant be released from any liability for the full, timely and complete payment and performance of the terms and conditions of this Sublease. Subtenant shall reimburse Sublandlord, as Additional Rent, within thirty (30) days after demand for any reasonable out of-pocket attorneys' fees and disbursements actually incurred by Sublandlord in connection with the granting of such a Recognition Agreement."

x) Sublandlord agrees to request from the Landlord a recognition agreement in favor of Subtenant whereby Landlord would recognize this Sublease in the event of the termination of the Lease. Notwithstanding the foregoing, Subtenant hereby acknowledges

and agrees that such request does not constitute an agreement or statement that the Sublease qualifies for recognition by the Landlord or its mortgagee pursuant to the terms of the Lease. In no event shall Sublandlord be obligated to obtain any such recognition agreement; Sublandlord's only obligation shall be to make a request of Landlord therefor. Subtenant shall promptly reimburse Sublandlord for any out-of-pocket costs or expenses incurred by it in connection with such recognition agreement.

y) Effective as of the Relocation Commencement Date, all references to the "South Tower" in Section 11.l(c) of the Existing Sublease shall refer to the "North Tower".

z) Articles 28 and 29 of the Existing Sublease shall each be deleted in their entirety.

aa) Effective as of the Relocation Commencement Date, the terms of Article 31 of the Existing Sublease shall be deleted and restated as follows:

"31.1 So long as no default by Subtenant beyond any applicable notice and cure period shall have occurred and be continuing under this Sublease either on the date Subtenant exercises the Expansion Option or at any time through and including the date that the Option Space is incorporated into the Sublease Premises as provided below, Subtenant shall have the one-time option (the "**Expansion Option**") to sublease all or a portion of the sixth (6th) floor of the North Tower of the Building comprising at least 10,000 rentable square feet of space (the "**Option Space**"), by giving to Sublandlord written notice of Subtenant's exercise of the Expansion Option and the Option Space that Subtenant elects to sublease (the "**Option Exercise Notice**") by no later than December 31, 2019. If the exercised Expansion Option is for Option Space comprising less than all of the sixth (6th) floor, then the location of the Option Space on the sixth (6th) floor shall be as mutually agreed to in writing by Sublandlord and Subtenant. The term of this Sublease with respect to the Option Space shall commence on the date that Sublandlord tenders vacant possession of the Option Space to Subtenant in the condition provided in this Section 31.1 below (the "**Option Space Delivery Date**"), which date shall be (a) no earlier than sixty (60) days following Subtenant's delivery to Sublandlord of the Option Exercise Notice and (b) no later than one hundred eighty (180) days following Subtenant's delivery to Sublandlord of the Option Exercise Notice (the "**Outside Option Space Delivery Date**"). Sublandlord shall make good faith efforts to give Subtenant a non-binding estimate not less than thirty (30) days prior to the date on which Sublandlord anticipates that the Option Space Delivery Date will occur and, upon Subtenant's request from time to time, to provide a non-binding estimate (which may be written or oral) of the anticipated Option Space Delivery Date.

If Subtenant exercises its Expansion Option, all terms and conditions applicable to the Sublease Premises shall also apply to the Option Space from and after such commencement date, with the following exceptions: (i) the Annual Base Rent and Monthly Base Rent with respect to the Option Space shall be based upon the then-Annual Base Rent Per Square Foot multiplied by the square footage of the Option Space; (ii) no tenant improvement allowance for the Option Space will be provided; (iii) no free rent period shall be applicable to the Option Space, except as expressly provided below; and aside from delivering the Option Space in broom-clean, as-is condition, Sublandlord shall have no obligation to perform any work or improvements in the Option Space other than demising same if necessary and leaving existing furniture in the Option Space.

Subject to the last sentence of this paragraph and delays resulting from force majeure causes not to exceed one hundred twenty (120) days in the aggregate, (i) if the Option Space Delivery Date

does not occur by the Outside Option Space Delivery Date, then the date upon which Subtenant shall commence paying Base Rent solely with respect to the Option Space (the "**Option Space Rent Commencement Date**") shall be delayed by one day for each day occurring during the period commencing on the Outside Option Space Delivery Date until the earlier to occur of (a) the Option Space Delivery Date and (b) the day immediately preceding the Second Outside Option Space Delivery Date (as hereinafter defined), and (ii) if the Option Space Delivery Date does not occur by the date that is thirty (30) days following the Outside Option Space Delivery Date (the "**Second Outside Option Space Delivery Date**"), then the Option Space Rent Commencement Date shall be delayed by two (2) days for each day occurring during the period commencing on the Second Outside Option Space Delivery Date until the Option Space Delivery Date. Notwithstanding anything contained in this provision to the contrary, if any failure by Sublandlord to deliver the Option Space to Subtenant in the condition provided by this Section 31.1 above on any date is due to delays caused by Subtenant, such delay shall not be deemed to delay the commencement of the term of this Sublease with respect to the Option Space or the Option Space Rent Commencement Date and the Option Space Delivery Date and Option Space Rent Commencement Date shall be deemed to be the date each of same would have occurred but for such delay.

Notwithstanding the foregoing, if (A) Subtenant assigns this Sublease (excluding an assignment to an Affiliate of Subtenant or a Successor in accordance with Section 13.1) or (B) Subtenant subleases any portion of the Rentable Area of the Sublease Premises (excluding a sublease to an Affiliate of Subtenant or a Successor in accordance with Section 13.1), Subtenant's rights under this Section with respect to the Option Space shall be void and of no further force or effect.

31.2 Sublandlord and Subtenant agree that in the event that, on or prior to September 30, 2020, Sublandlord shall sublease to Subtenant additional space (other than pursuant to Section 31.1 above) within the Building (understanding that Sublandlord and Subtenant shall have no obligation to do so), such sublease of additional space will be on the same terms of this Sublease, including, without limitation, that the term of such sublease will be co-terminous with the Term of this Sublease; the base rent on a per rentable square foot basis will be the same as the Base Rent under this Sublease; no tenant improvement allowance or free rent period will be provided; and Sublandlord shall not be obligated to perform any work or improvements to the space."

bb) Subject to the terms of Section 3.1 of the Existing Sublease, prior to the Relocation Commencement Date, Sublandlord shall perform the work ("**Sublandlord's Work**") set forth on Exhibit C attached hereto. Sublandlord shall apply to the cost of the Sublandlord's Work a tenant improvement allowance sum equal to $584,680 (the "**TI Allowance**"), to be funded by Sublandlord as Sublandlord's Work progresses. To the extent the costs of Sublandlord's Work exceed the TI Allowance, such excess shall be the sole cost and expense of Sublandlord, except with respect to any requested changes to Sublandlord's Work requested by Subtenant following the date hereof and approved by Sublandlord to the extent that such changes cause the cost of Sublandlord' s Work to exceed the TI Allowance. Sublandlord's reasonable costs incurred to implement any such changes shall be reimbursed by Subtenant within thirty (30) days after receipt of an invoice therefor. To the extent the costs of Sublandlord's Work are less than the TI Allowance, such savings shall inure solely to the benefit of Sublandlord. In addition to the TI Allowance, Sublandlord shall reimburse Subtenant for its actual out of pocket moving expenses from the Existing Premises to the New Premises up to an aggregate amount equal to $14,617. Subtenant shall provide Sublandlord with invoices to support any request for moving expenses.

cc) Effective as of the Relocation Commencement Date, subject to the terms of this paragraph, Sublandlord has agreed to allow Subtenant to connect Subtenant's property and equipment to the generator system that Sublandlord has installed on the Property for use by subtenants in the Building (the "**Generator System**"). Except for Sublandlord' s Work, any work required to be performed by Subtenant in connecting Subtenant's property or equipment to the Generator System shall be performed at Subtenant's cost, in accordance with all Applicable Laws, and otherwise in accordance with the terms of Article 9 of the Existing Sublease. Only Sublandlord may have access to the Generator System panel (located elsewhere in the Building), provided that subject to reasonable prior notice Sublandlord shall allow Subtenant to access the panel as necessary to perform its obligations under this paragraph, so long as Subtenant utilizes Sublandlord's contractor to perform the alterations to the panels. At no additional cost to Subtenant except as otherwise expressly provided for herein, but subject to the terms of this paragraph, Sublandlord shall repair and maintain in good condition in accordance with Applicable Laws and the Building Standard the Generator System and any such connection to the Generator System (including such testing of the Generator System as Sublandlord determines in its sole but reasonable discretion is necessary to confirm such required condition). Subtenant hereby releases Sublandlord and its affiliates from all claims, liability, loss, damage, cost and expense to Subtenant, its affiliates, its beneficial owners and related parties in the event the Generator System fails to provide standby power to Subtenant or if the Generator System damages Subtenant's property or equipment, except to the extent of physical damage to equipment resulting from the gross negligence or willful misconduct of Sublandlord or its employees or agents. Subtenant shall not permit the aggregate connected load of Subtenant's property and equipment on the Generator System to include equipment not located within the New Premises. Subtenant shall pay to Sublandlord, in consideration of Sublandlord's making available to Subtenant a portion of the capacity of the Generator System, as Additional Rent, Subtenant's proportionate share (based on the capacity of standby power being provided to Sublandlord and other subtenants of the Building from the Generator System) of the annual maintenance and operating expenses for the Generator System, which Subtenant shall pay to Sublandlord in the same manner as Base Rent that is due hereunder for the period commencing on the Relocation Commencement Date and continuing thereafter through the Sublease Term. Notwithstanding the foregoing, in no event shall Sublandlord be liable under this Sublease for consequential, special or punitive damages.

dd) Subject to the terms of this paragraph, Subtenant shall have the right to terminate this Sublease effective as of the last day of the tenth (10th) Lease Year (such date, as applicable, being referred to herein as "**Subtenant's Termination Date**"). Subtenant shall have the right to terminate this Sublease as provided in this paragraph effective as of Subtenant's Termination Date only by giving written notice thereof to Sublandlord not later than eighteen (18) months prior to the applicable Subtenant's Termination Date (the "**Notice Date**"), as to which date time shall be of the essence. If Subtenant exercises Subtenant's right to terminate this Sublease as of Subtenant's Termination Date as provided in this paragraph, then Subtenant, on Subtenant's Termination Date, shall vacate the Sublease Premises and surrender the Sublease Premises to Sublandlord in accordance with the terms of this Sublease that govern Subtenant's obligations upon the expiration or earlier termination of the Sublease Term. If Subtenant exercises Subtenant's right to so terminate this Sublease as provided in this paragraph, then Subtenant shall pay to Sublandlord the following (the "**Termination Fee**"): on or prior to the Notice Date (as to which date time shall be of the essence) an amount equal to $4,872,335, which sum equals a termination fee in the amount of $3,815,037, plus the reimbursement of unamortized Sublease costs in the amount of $1,057,298. If Subtenant fails to pay the Termination Fee to

Sublandlord on or prior to the Notice Date, then Subtenant's exercise of its right to terminate this Sublease as of Subtenant's Termination Date shall be deemed ineffective.

ee) Effective as of the date hereof, the term "Sublease" shall mean the Existing Sublease as amended by this Amendment.

3) **Miscellaneous**.

a) Except as otherwise modified by this Amendment, the Sublease and all covenants, agreements, terms and conditions thereof shall remain in full force and effect and, as modified hereby, are hereby in all respects ratified and confirmed.

b) The Sublease as amended by this Amendment constitutes the entire understanding between the parties hereto with respect to the transactions set forth herein and may not be modified or terminated or any of its provisions waived verbally but only by agreement in writing signed by the party against whom enforcement of any modification, termination or waiver is sought.

c) This Amendment may be executed in counterparts, which may be electronic; it being understood that all such counterparts, whether original or electronic, taken together, shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN **WITNESS WHEREOF,** the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

In the presence of:

SUBLANDLORD:
MARRIOTT INTERNATIONAL, INC.

Jennifer B. Goldin
Donna L. Wilson

By _____
Name: Bao Giang Valery Baudeuin
Title: Vice President

STATE OF MARYLAND)
) ss.:
COUNTY OF MONTGOMERY)

August 2, 2019

Personally appeared, Bao Giang Valery Baudeuin, the Vice President of MARRIOTT INTERNATIONAL, INC., signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such officer and the free act and deed of said corporation, before me.

ANNE R. SMITH
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires November 16, 2022

_____
Notary Public
My Commission Expires: 11/16/22

SUBTENANT:

ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI

Vijay Harvey
Pakentami

By _____
Name: Stephen Harvey
Title: Senior Vice President and CFO

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

August 1st, 2019

Personally appeared, Stephen Harvey, the Senior Vice President and CFO of ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such officer and the free act and deed of said corporation, before me.

_____
Notary Public
My Commission Expires:

QICHEN XU
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. 01XU6308277
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES JULY 21, 2022

14

7828318v3

Exhibit A

Floor Plan of the New Premises

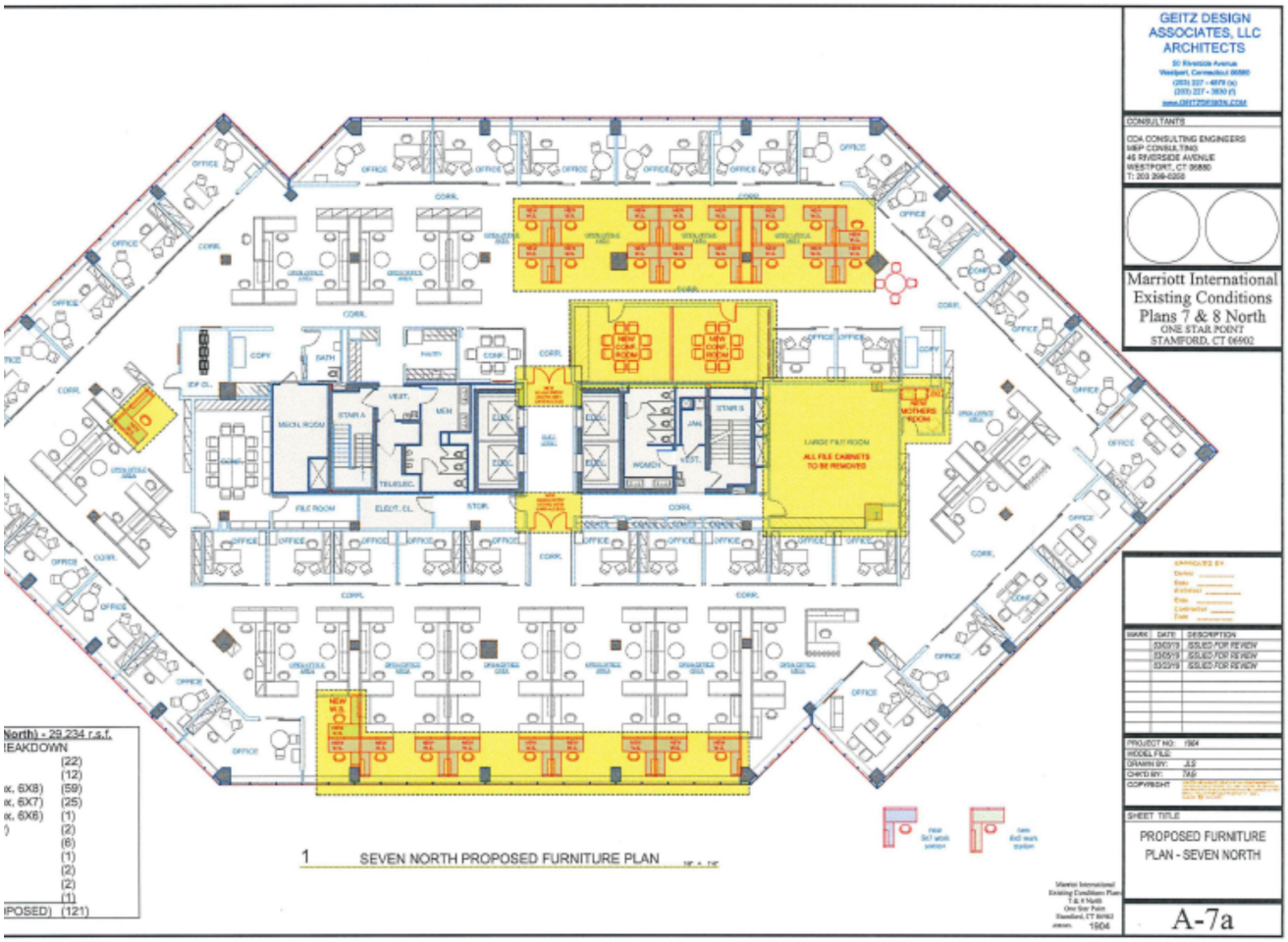

GEITZ DESIGN ASSOCIATES, LLC
ARCHITECTS
CONSULTANTS
CDA CONSULTING ENGINEERS
MEP CONSULTING
46 RIVERSIDE AVENUE
WESTPORT, CT 06880
T: 203 299-0350
Marriott International
Existing Conditions
Plans 7 & 8 North
ONE STAR POINT
STAMFORD, CT 06902
MARK | DATE | DESCRIPTION
03/07/19 | ISSUED FOR REVIEW
03/15/19 | ISSUED FOR REVIEW
03/22/19 | ISSUED FOR REVIEW
PROJECT NO: 1904
MODEL FILE:
DRAWN BY: JLS
CHK'D BY: TAG
COPYRIGHT
SHEET TITLE
PROPOSED FURNITURE PLAN - SEVEN NORTH
A-7a
North) - 29,234 r.s.f.
EAKDOWN
(22)
(12)
α, 6X8) (59)
α, 6X7) (25)
α, 6X8) (1)
(2)
(6)
(1)
(2)
(2)
(1)
POSED) (121)
1 SEVEN NORTH PROPOSED FURNITURE PLAN

EXHIBIT A - NEW PREMISES (8th Floor North)

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Exhibit B

Reserved Parking Spaces

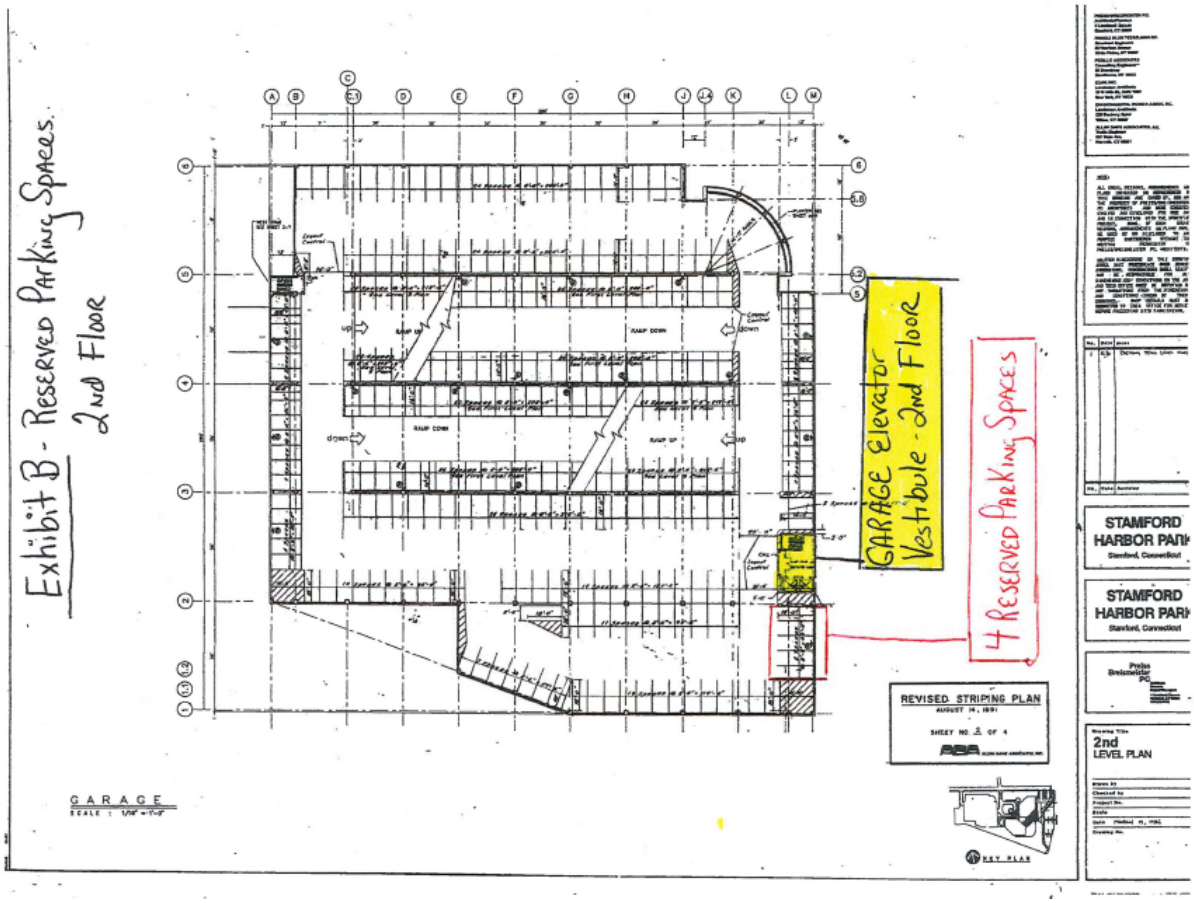

Exhibit C

Sublandlord's Work

- Vacant, broom-clean with existing furniture to remain (or be removed as mutually agreed to)
- Sublandlord to remove all file cabinets from large 7 North file room as outlined on a drawing listed on Exhibit A
- Provide and install 29 additional workstations shown on the drawings listed on Exhibit A
- Install a shower in CEO office in the approximate location outlined on the drawings listed on Exhibit A or some other mutually acceptable location if not practicable or feasible
- Separate tenant electric
- Disconnect UPS from Premises and pull back any associated Marriott/SW legacy wiring
- Work together to preserve any improvements to the space (cameras, card readers, wiring, etc.) that can be re-used by Subtenant
- Install glass elevator vestibule doors installed in accordance with municipal codes capable of card key magnetic lock off on both floors (Subtenant to provide its own security card readers on these doors - Subtenant's install and system must be compatible with base building system)
- Programmable card key access system for all Premises entry doors, staircases and elevator lock offs on both floors (all of which shall remain on the base Building security system)
- Sublandlord shall provide programmed card keys (up to 300; additional cards requested by Subtenant will be at then Building standard charges)
- Create one "Mother's Room" with wall mounted changing table, refrigerator, sink and cushioned chair in accordance with code in the 7th floor location outlined on the drawings listed on Exhibit A
- Combine one conference room and adjacent "SVP" office on the 8th Floor with a sliding glass door passageway
- Divide the 7th Floor "Situation Room" (highlighted on the attached drawings) into two separate conference rooms and finish new demising wall to current design criteria. Refurnish with appropriately sized furniture from only Sublandlord's existing inventory
- The internal security camera system serving the New Premises shall be disconnected from the main system but left intact for Subtenant to reconnect to its security system
- Install two roof-top mounted compressor units to support current split system HVAC units located in the IDF closets on each floor (air-handlers already exist but Sublandlord shall separate from its current compressor and install two new compressor to serve only these two units)
- Relocate any water piping in the ceiling in each IDF room as needed over equipment/cabinets/racks in IDF
- Re-circuit the generator to provide complete backup to Subtenant's Premises, including all base building systems required to allow for Subtenant's occupancy during a power shutdown
    - Subtenant to provide its own rack mounted UPS
    - Sublandlord to install a single automatic transfer switch

SUBLEASE

SUBLEASE ("**Sublease**") dated as of the 23rd day of April 2019, between **ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI** having an office at 150 East 42nd Street, New York, New York 10017 ("**Sublandlord**"), and **MOUNT SINAI GENOMICS, INC. (d/b/a SEMA4)** having an office at 333 Ludlow Street, Stamford, Connecticut 06902 ("**Subtenant**").

W I T N E S S E T H:

WHEREAS, by Lease dated as of April 23, 2019 (the "**Prime Lease**"), between Waterfront Office Building LP (together with its successors and assigns, "**Prime Landlord**"), as landlord, and Sublandlord, as tenant, Prime Landlord leased to Sublandlord the entirety of the first (1st and second (2nd) floors in the building (the "**Building**") known as 62 Southfield Avenue, Stamford, Connecticut; and

WHEREAS, Sublandlord desires to sublet to Subtenant, and Subtenant desires to hire from Sublandlord, the entire premises demised under the Prime Lease upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter provided, Sublandlord and Subtenant hereby agree as follows:

1. DEMISE AND TERM; CONDITIONS OF SUBLEASE.

(a) Sublandlord hereby leases to Subtenant, and Subtenant hereby hires from Sublandlord, the entire premises demised to Sublandlord by Prime Landlord under the Prime Lease (as more particularly shown on Exhibit C of the Prime Lease) (the "**Subleased Premises**") in the Building. The term of this Sublease (the "**Term**") shall commence on the Commencement Date (as defined in the Prime Lease) and shall end on the day (the "**Expiration Date**") that immediately precedes the Lease Expiration Date (as defined in the Prime Lease). The parties acknowledge and agree that the term, "Commencement Date," as used herein shall take into account the effect of any Tenant's Delay (as defined in the Prime Lease, but only to the extent caused by Subtenant or Sublandlord acting at the direction of Subtenant, without duplication).

(b) Subtenant waives the right to recover any damages which may result from Sublandlord's failure to timely deliver possession of the Subleased Premises. If Sublandlord shall be unable to timely deliver possession of the Subleased Premises in the manner required hereunder and provided Subtenant is not responsible for such inability to give possession, the Commencement Date hereunder shall not occur until Sublandlord shall be able to so deliver possession of the Subleased Premises to Subtenant, and no such failure to timely deliver possession shall in any way affect the validity of this Sublease or the obligations of Subtenant hereunder or give rise to any claim for damages by Subtenant or claim for rescission of this Sublease, nor shall the same in any way be construed to extend the Term. The parties agree that this Section 1(b) constitutes an express provision as to the time at which Sublandlord shall deliver possession of the Subleased Premises to Subtenant, and Subtenant hereby waives any rights to rescind this Sublease which Subtenant might otherwise have under applicable law.

(c) Upon determination of the Commencement Date, Sublandlord and Subtenant, at the request of either party, shall enter into an agreement confirming such date, but the failure of either party to do so shall not affect the rights or obligations of the parties under this Sublease.

2. SUBORDINATE TO PRIME LEASE.

(a) This Sublease is subject and subordinate to (a) the Prime Lease and the terms thereof and (b) the matters to which the Prime Lease is or shall be subject and subordinate. A true and complete copy of the Prime Lease has been delivered to and examined by Subtenant.

(b) Pursuant to the terms of Sections 12.5 of the Prime Lease, in the event that Prime Landlord succeeds to the interests of Sublandlord under this Sublease by reason of termination of the Prime Lease or otherwise, then (i) subject to the provisions of Section 3 of the Recognition Agreement (as defined in the Prime Lease), Subtenant shall be bound to Prime Landlord and Prime Landlord shall be bound to Subtenant under all of the then-executory terms, covenants and conditions of the Prime Lease for the balance of the term thereof remaining, with the same force and effect as if Subtenant was the Tenant under the Prime Lease, and (ii) subject to the terms of Section 15(b) below, Subtenant shall attorn to Prime Landlord as its landlord, and, upon request, shall execute and deliver the Recognition Agreement (as defined in the Prime Lease) to confirm such attornment and recognition. The use of the term Prime Landlord in this paragraph shall be deemed to include any Prime Landlord designee. Subtenant hereby waives all rights under any present or future law to elect, by reason of the termination of the Prime Lease, to terminate this Sublease or surrender possession of the Premises.

3. INCORPORATION BY REFERENCE.

(a) The terms, covenants and conditions of the Prime Lease are incorporated herein by reference so that, except as set forth in Paragraph (b) of this Section 3, and except to the extent that such incorporated provisions are inapplicable to or modified by the provisions of this Sublease, all of the terms, covenants and conditions of the Prime Lease that bind or inure to the benefit of the landlord thereunder shall, in respect to this Sublease, bind or inure to the benefit of Sublandlord, and all of the terms, covenants and conditions of the Prime Lease that bind or inure to the benefit of the tenant thereunder shall, in respect of this Sublease, bind or inure to the benefit of Subtenant, with the same force and effect as if such incorporated terms, covenants and conditions were completely set forth in this Sublease, and as if the words “Landlord,” “Owner” or “Lessor” and “Tenant” or “Lessee” or words of similar import, wherever the same appear in the Prime Lease, were construed to mean, respectively, “Sublandlord” and “Subtenant” in this Sublease, and as if the words “premises,” “leased premises” and “demised premises” or words of similar import, wherever the same appear in the Prime Lease, were construed to mean “Subleased Premises” in this Sublease, and as if the word “Lease” or words of similar import, wherever the same appear in the Prime Lease, were construed to mean this “Sublease.” Notwithstanding the foregoing, the time limits contained in the Prime Lease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of the tenant thereunder, or for the exercise by the tenant thereunder of any right or remedy, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by five (5) days, so that in each instance Subtenant shall have five (5) days less time to observe or perform hereunder than Sublandlord has as the tenant under the Prime Lease, unless such period is (5) or fewer days, in which instance Subtenant shall have two (2) days less time to observe or perform hereunder than Sublandlord has as the tenant thereunder.

The following provisions of the Prime Lease shall not be incorporated herein by reference and shall not apply to this Sublease (but shall not affect Sublandlord's obligations set forth in Section 4 hereof):

A. Section 3.2 (Renewal Terms);
B. Section 3.3 (Cancellation Option);
C. Section 4.l(a) (Fixed Rent);
D. Sections 6.2(c) and (d) (Audit);
E. Section 7.5 (Insurance);
F. Section 8.3 (Landlord's Compliance Obligations);
G. Section 9.3 (Review of Tenant's Plans), subject to the terms of Section 16 hereof;
H. Section 10.2 (Landlord's Obligations);
I. Article 11 (Utilities and Services), , subject to the terms of Section 16(b) hereof;
J. The terms of Article 13 relating to a Non-Disturbance Agreement (as defined in the Prime Lease), as to Sublandlord, but not Prime Landlord (Subordination and Attornment);
K. Section 18.8 (Landlord Event of Default);
L. Section 19.2 (Cure of Landlord Defaults);
M. Sections 22.1, 22.2, 22.4, 22.5, 22.7, 22.8, 22.9, 22.10, 22.11, 22.12, and 22.13 (Landlord's Work);
N. Article 23 (Expansion Rights);
O. Article 24 (Environmental Obligations);
P. Article 31 (Brokerage); and
Q. Section 33.3 (Notice of Lease).

Notwithstanding any provision of the Prime Lease or this Sublease to the contrary, it is the intention of the parties hereto that under no circumstances shall Subtenant have any right to renew or extend the Term of this Sublease.

4. PERFORMANCE BY SUBLANDLORD. Any obligation of Sublandlord that is contained in this Sublease by incorporating the provisions of the Prime Lease may be observed or performed by Sublandlord using reasonable efforts, after notice from Subtenant, to cause Prime Landlord to observe and/or perform the same, and Sublandlord shall have a reasonable period of time to enforce its rights to cause such observance or performance. Sublandlord shall not be required to perform any obligation of Prime Landlord under the Prime Lease, and Sublandlord shall have no liability to Subtenant for the failure of Prime Landlord to perform any obligation under the Prime Lease. Subtenant shall not in any event have any rights in respect of the Subleased Premises greater than Sublandlord's rights under the·Prime Lease. Sublandlord shall not be responsible for any failure or interruption, for any reason whatsoever, of the services or facilities that are appurtenant to, or supplied at or to, the Subleased Premises, including, without limitation, electricity, heat, air conditioning, water, elevator service and cleaning service, if any. No failure to furnish, or interruption of, any such services or facilities shall give rise to any (a) abatement or reduction of Subtenant's obligations under this Sublease, (b) constructive eviction, whether in whole or in part, or (c) liability on the part of Sublandlord.

5. NO BREACH OF PRIME LEASE. Subtenant shall not do or permit to be done any act or thing that will constitute a breach or violation of any term, covenant or condition of the Prime Lease by the tenant thereunder, whether or not such act or thing is permitted under the provisions of this Sublease.

In the event Subtenant's continued occupancy (including without limitation as a result of a transfer of control of Subtenant) constitutes a breach of the Prime Lease, Sublandlord shall have the right to terminate this Sublease by written notice to Subtenant and if Sublandlord shall so terminate this Sublease, (i) Subtenant shall promptly vacate and surrender the Subleased Premises to Sublandlord in accordance with the terms of this Sublease, and in all events prior to the expiration of any applicable cure periods under the Prime Lease with respect to such breach, (ii) notwithstanding the termination of this Sublease, Subtenant shall remain liable for all Rent hereunder for the balance of the unexpired Term (and Sublandlord shall be permitted to use or apply any Security Deposit held hereunder for the payment of such Rent) and (iii) Subtenant's indemnity set forth in Section 7(a) hereof shall expressly apply to all liabilities incurred by Sublandlord as a result of such breach of the Prime Lease. The provisions of this Section 5 shall survive the expiration or earlier termination of this Sublease.

6. NO PRIVITY OF ESTATE. Nothing contained in this Sublease shall be construed to create privity of estate or of contract between Subtenant and Prime Landlord.

7. INDEMNITY: INSURANCE.

(a) Subtenant shall indemnify, defend and hold harmless Sublandlord and Sublandlord's partners, members, trustees directors, officers, principals, board members, agents, faculty and employees from and against all claims, actions, losses, costs, damages, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which Sublandlord may incur or pay by reason of (i) any accidents, damages or injuries to persons or property occurring in, on or about the Subleased Premises, (ii) any breach or default hereunder on Subtenant's part, (iii) any work done or Alterations performed in or to the Subleased Premises by Subtenant and/or Subtenant's employees, agents, contractors, invitees or any other person claiming through or under Subtenant, or (iv) any act, omission or negligence on the part of Subtenant and/or Subtenant's employees, agents, customers, contractors, invitees, or any other person claiming through or under Subtenant.

(b) Subtenant shall (i) maintain all insurance that Sublandlord is required to maintain under the Prime Lease, naming Sublandlord, Mount Sinai Health System, Inc., Prime Landlord and any other parties required by the Prime Lease as additional insureds or loss payees, as applicable, and (ii) on or prior to the Commencement Date, shall deliver to Sublandlord appropriate certificates of such insurance, including copies of endorsements or clauses in the applicable insurance policies that evidence waivers of subrogation and naming of additional insureds. Subtenant shall deliver to Sublandlord evidence of each renewal or replacement of a policy prior to the expiration of such policy.

8. MUTUAL WAIVER OF SUBROGATION. The terms of Section 7.4 of the Prime Lease shall be applicable to the parties hereunder.

9. RENT.

(a) Subtenant shall pay to Sublandlord rent ("**Fixed Rent**") in advance on the first day of each calendar month during the Term, commencing on the Rent Commencement Date (as defined in the Prime Lease) (provided, that if the Rent Commencement Date is not the first day of a month, then

the Fixed Rent for the month in which the Rent Commencement Date occurs shall be prorated and paid on the Rent Commencement Date), as follows:

Lease Year	Start Month	End Month	Rent PSF	Monthly Rent	Term Rent
1	l	8*	$0.00	$0.00	$0.00
1	9	20**	$35.54	$196,372.33	$2,356,467.99
2	21	24	$0.00	$0.00	$0.00
2	25	32	$36.61	$134,842.33	$1,618,108.02
3	33	36	$0.00	$0.00	$0.00
3	37	44	$37.70	$138,887.61	$1,666,651.26
4	45	48	$0.00	$0.00	$0.00
4	49	56	$38.83	$143,054.23	$1,716,650.80
5	57	60	$0.00	$0.00	$0.00
5	61	68	$39.99	$147,345.86	$1,768,150.32
6	69	80	$41.19	$227,649.35	$2,731,792.24
7	81	92	$42.43	$234,478.83	$2,813,746.02
8	93	104	$43.70	$241,513.20	$2,898,158.40
9	105	116	$45.01	$248,758.60	$2,985,103.15
10	117	128	$46.36	$256,221.35	$3,074,656.24
11	129	140	$47.76	$263,907.99	$3,166,895.93
12	141	152	$49.19	$271,825.23	$3,261,902.81
13	153	164	$50.67	$279,979.99	$3,359,759.89
14	165	176	$52.18	$288,379.39	$3,460,552.69
15	177	188	$53.75	$297,030.77	$3,564,369.27
16	189	200	$55.36	$305,941.70	$3,671,300.35
17	201	212	$56.65	$313,057.34	$3,756,688.10
18	213	224	$56.65	$313,057.34	$3,756,688.10
19	225	236	$56.65	$313,057.34	$3,756,688.10
20	237	248	$56.65	$313,057.34	$3,756,688.10
21	249	260	$56.65	$313,057.34	$3,756,688.10
22	261	272	$56.65	$313,057.34	$3,756,688.10
23	273	284	$56.65	$313,057.34	$3,756,688.10
24	285	296	$56.65	$313,057.34	$3,756,688.10
25	297	308	$56.65	$313,057.34	$3,756,688.10
26	309	320	$56.65	$313,057.34	$3,756,688.10
27	321	324	$56.65	$104,352.45	$1,252,229.37

* It being understood that this period shall be a full eight month period (which may or may not end on the final day of a calendar month).

** It being understood that this period shall end on the final day of the twentieth (20t h) full calendar month and, if the Rent Commencement Day is not the first day of a month, shall include the partial calendar month following the Rent Commencement Date in addition to the twelve (12) consecutive calendar months

(b) Fixed Rent and all other amounts ("**Additional Rent;**" together with Fixed Rent, collectively "**Rent**" or "**rent**") payable by Subtenant to Sublandlord under the provisions·of this Sublease shall be paid promptly when due, without notice or demand therefor, and without deduction, abatement, counterclaim or setoff. Fixed Rent and Additional Rent shall be paid to Sublandlord in lawful money of the United States at the office of Sublandlord or such other place (or by wire) as Sublandlord may designate from time to time. No payment by Subtenant or receipt by Sublandlord of any lesser amount than the amount stipulated to be paid hereunder shall be deemed other than on account of the earliest stipulated Fixed Rent or Additional Rent; nor shall any endorsement or statement on any check or letter be deemed an accord and satisfaction, and Sublandlord may accept any check or payment without prejudice to Sublandlord's right to recover the balance due or to pursue any other remedy available to Sublandlord. Any provisions in the Prime Lease incorporated herein by reference (whether capitalized or lower case) referring to "fixed rent," "annual rent," "base rent," "rent," "additional rent," "escalations," "payments" or "charges" or words of similar import shall be deemed to refer to Fixed Rent and Additional Rent due under this Sublease.

(c) Notwithstanding anything to the contrary contained herein, so long as (i) Subtenant shall not be in default hereunder and (ii) Prime Landlord has waived the first eight (8) months of the fixed annual rent under the Prime Lease pursuant to Article 4 of the Prime Lease, the Fixed Rent payable by Subtenant hereunder (but not any Additional Rent) shall be abated for the first eight (8) month of the Term. Subtenant acknowledges that if this Sublease shall terminate due to a default by Subtenant hereunder or if this Sublease shall be rejected in the case of a bankruptcy, the foregoing abated Fixed Rent shall be immediately due and payable.

10. ELECTRICITY. UTILITIES AND OTHER CHARGES

(a) From and after the Commencement Date, Subtenant shall pay Tenant's Proportionate Share (as defined in the Prime Lease) of escalations in Taxes and Operating Expenses (as such terms are defined in the Prime Lease) pursuant to Article 6 of the Prime Lease to Sublandlord consistently with the terms thereof.

(b) From and after the Commencement Date, Subtenant shall pay for electricity on a submetering basis in accordance with Section 11.3 of the Prime Lease to Sublandlord consistently with the terms thereof.

(c) Subtenant shall pay for amounts due on account of late payment of rent hereunder pursuant to the Section 4.2 of the Prime Lease to Sublandlord consistently with the terms thereof, except that the reference to the term "Default Rate" in Section 4.2 of the Prime Lease shall instead be deemed to mean the lesser of (i) the Base Rate plus six percent (6%) per annum or (ii) the maximum rate of interest permitted by Applicable Laws (as such terms are defined in the Prime Lease).

(d) From and after the Commencement Date, Subtenant shall pay amounts due with respect to water charges under Section 11.4 of the Prime Lease to Sublandlord consistently with the terms thereof.

(e) Subtenant shall be solely responsible for and pay as Additional Rent under this Sublease upon demand all additional rent and other charges incurred or due under the Prime Lease as a result of (i) a breach of this Sublease by Subtenant, (ii) any demand by Subtenant for any additional or overtime services (including, without limitation, overtime HVAC (if any), above-standard cleaning, above-standard refuse removal, and overtime freight elevator), and (iii) any additional costs or charges

incurred as a result of Subtenant's use and occupancy of the Subleased Premises (including, without limitation, charges as a result of high density occupancy) or charges arising out of Tenant's desire for additional electrical service and water (whether for HVAC or otherwise) (including, without limitation, the costs for the purchase and installation of additional generators, water towers, battery back-up, UPS, risers, conduits, tanks, and other fixtures, equipment, and improvements required to provide such additional service).

(f) If Subtenant requires any utilities that are not provided by Prime Landlord under the Prime Lease, subject to the terms and conditions of the Prime Lease, Subtenant shall make all arrangements therefor directly with the utility provider and pay all costs thereof.

11. USE. Subtenant shall use and occupy the Subleased Premises only for the uses permitted under the Prime Lease, and for no other purpose. Subtenant shall not violate any prohibitions on use contained in the Prime Lease. No representation or warranty is made by Sublandlord, and nothing contained in this paragraph or elsewhere in this Sublease, shall be deemed to be a representation or warranty by Sublandlord that the Subleased Premises may be lawfully used for Subtenant's intended purposes; and Sublandlord shall have no liability whatsoever to Subtenant if such use is not permitted by the present certificate of occupancy or any applicable zoning or other law or ordinance. Subtenant shall comply with (a) the Prime Lease, (b) any certificate of occupancy relating to the Subleased Premises, (c) all present and future laws, statutes, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments asserting jurisdiction over the Subleased Premises (including without limitation, pursuant to Article 8 of the Prime Lease); and (d) all requirements applicable to the Subleased Premises of the board of fire underwriters and/or the fire insurance rating or similar organization performing the same or similar function.

12. CONDITION OF SUBLEASED PREMISES.

(a) On the Commencement Date, Sublandlord shall deliver the Subleased Premises to Subtenant vacant and broom-clean.

(b) Except as expressly provided in this Section 12, Subtenant is leasing the Subleased Premises "**AS IS**", and Sublandlord shall have no obligation to furnish, render or supply any work, labor, services, fixtures, equipment, decorations or other items to make the Subleased Premises ready or suitable for Subtenant's occupancy. Sublandlord has not made and does not make any representations or warranties as to the physical condition of the Subleased Premises, or any other matter affecting or relating to the Subleased Premises. In making and executing this Sublease, Subtenant has relied solely on such investigations, examinations and inspections as Subtenant has chosen to make or has made. Subtenant acknowledges that Sublandlord has afforded Subtenant the opportunity for full and complete investigations, examinations and inspections.

(c) Sublandlord shall not be required to perform any work to the Subleased Premises to prepare the same for occupancy and/or use by Subtenant.

(d) Sublandlord shall have no obligation to provide any services to Subtenant or the Subleased Premises pursuant to this Sublease. To the extent the parties decide that Sublandlord will provide Subtenant any additional services, the allocation of costs and other terms thereof shall be set forth in one or more separate agreements between the parties.

13. CONSENTS AND APPROVALS. In any instance when Sublandlord's consent or approval is required under this Sublease, Sublandlord's refusal to consent to or approve any matter or thing shall be deemed reasonable if, inter alia, such consent or approval has not been obtained from Prime Landlord under the Prime Lease. If Subtenant shall seek the approval or consent of Sublandlord and Sublandlord shall fail or refuse to give such consent or approval, Subtenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Sublandlord, it being intended that Subtenant's sole remedy shall be an action for injunction or specific performance and that such remedy shall be available only in those instances where Sublandlord shall have expressly agreed in writing not to withhold or delay its consent unreasonably.

14. TERMINATION OF PRIME LEASE. If for any reason the term of the Prime Lease shall terminate prior to the expiration of this Sublease (including, without limitation, pursuant to the terms of Section 3.3 of the Prime Lease), this Sublease shall thereupon be terminated (except as to such provisions that this Sublease expressly provides shall survive a termination) and Sublandlord shall not be liable to Subtenant by reason thereof.

15. ASSIGNMENT AND SUBLETTING.

(a) Subtenant shall not, by the sale of all or substantially all of its assets, the sale of 50% or more of any class of its capital stock or voting securities or equity interest, transfer of Control (as defined in the Prime Lease) of Subtenant or any occupant claiming under Subtenant, operation of law or otherwise, assign, sell, mortgage, pledge or in any other manner transfer or encumber this Sublease or any interest therein, or sublet the Subleased Premises or any part or parts thereof, or grant any concession or license or otherwise permit occupancy of all or any part of the Subleased Premises by anyone other than Subtenant (any of the foregoing, a "**Transfer**"), without (i) the prior written approval of Prime Landlord in each instance to the extent required by and subject to the terms and conditions of Article 12 of the Prime Lease and (ii) the prior written approval of Sublandlord in each instance, such approval not to be unreasonably withheld or delayed subject to the terms and conditions of Article 12 of the Prime Lease. Subtenant acknowledges and agrees that its continued occupancy hereunder shall be expressly subject to Article 12 of the Prime Lease.

(b) Notwithstanding anything herein to the contrary, the parties agree that if subsequent transfers of ownership interests in Subtenant result in a Change of Control (as defined in the Prime Lease) of Subtenant, (i) Subtenant (concurrently with or after giving effect to such Change of Control) or any separate guarantor of Subtenant's obligations shall either satisfy the Net Worth Threshold (as defined in the Prime Lease) at the time of such Change of Control or shall deposit with Prime Landlord a Letter of Credit in an amount equal to the Assignment Security (as such terms are defined in the Prime Lease) and shall attorn to the Prime Landlord on all the same terms and conditions otherwise applicable to an attornment under the Recognition Agreement (as defined in the Prime Lease) (ii) this Sublease shall automatically terminate at the time of such Change of Control, (iii) Sublandlord shall be released in full from any further liability hereunder, and (iv) Subtenant and any party claiming by or through Subtenant shall agree to look solely to Prime Landlord of Sublandlord' s obligations hereunder for satisfaction of any all rights, claims, liabilities, and damages arising from and after the date of such Change of Control.

(c) In the event of any Transfer (whether or not consented to), Subtenant shall (x) pay all fees and costs, if any, that Sublandlord is required to pay to Prime Landlord under the Prime Lease in connection with such Transfer and (y) reimburse Sublandlord for all reasonable fees incurred by Sublandlord in connection with such Transfer (including, without limitation, reasonable attorneys' fees).

Subtenant acknowledges and agrees that any consideration paid or payable to Subtenant in connection with any transfer shall be subject to Section 12.l(c) of the Prime Lease as to both Prime Landlord and Sublandlord.

16. ALTERATIONS.

(a) Subtenant shall not make, cause, suffer or permit the making of any alterations, changes, replacements, improvements, installations or additions ("**Alterations**") in, to or about the Subleased Premises, without the prior written approval of Sublandlord and Prime Landlord in each instance as required in accordance with the applicable terms and conditions of the Prime Lease (with respect to Sublandlord's consent, as incorporated by reference). Notwithstanding the foregoing, Sublandlord shall cooperate with Subtenant, at no cost to Sublandlord, in submitting any plans for Alterations to Prime Landlord upon the terms of Section 4 hereof and Sublandlord's consent shall be deemed given to any Alterations to which Prime Landlord has consented or to which Prime Landlord's consent is not required pursuant to the terms of the Prime Lease. Additionally any Alterations shall be subject to Article 9 of the Prime Lease and any other applicable terms and conditions of the Prime Lease, including without limitation obtaining the consent of Prime Landlord to the contractors performing the Alterations. If Subtenant makes, causes, suffers or permits the making of any Alterations in, to or about the Subleased Premises, Subtenant shall (x) pay all fees and costs, if any, that Sublandlord is required to pay to Prime Landlord under the Prime Lease in connection with such Alterations and (y) reimburse Sublandlord for all reasonable fees incurred by Sublandlord in connection with such Alterations (including, without limitation, reasonable attorneys' fees). At Sublandlord's or Prime Landlord's request, Subtenant shall remove any Alterations installed by Subtenant to the extent such Alterations are required to be removed by Sublandlord pursuant to the Prime Lease prior to the Expiration Date in accordance with the Prime Lease.

(b) Sublandlord hereby agrees to pass-through to Subtenant the Tenant Improvement Allowance (as defined in Section 22.3 of the Prime Lease) (including the additional allowances set forth in Section 22.3(d) of the Prime Lease) as and when received by Sublandlord and disbursement thereof shall be upon the terms and conditions of Section 22.3 of the Prime Lease.

17. BROKERAGE. Subtenant and Sublandlord each represents to the other that it has not dealt with any broker or finder in connection with this sublease transaction. Subtenant and Sublandlord each agree to indemnify, defend and hold the other harmless from and against any costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from a breach by the indemnifying party of the foregoing representation. The provisions of this Section 17 shall survive the expiration or earlier termination of this Sublease.

18. WAIVER OF JURY TRIAL AND RIGHT TO COUNTERCLAIM. Subtenant hereby waives all right to trial by jury in any summary or other action, proceeding, or counterclaim arising out of or in any way connected with this Sublease, the relationship of Sublandlord and Subtenant, the Subleased Premises (including the use and/or occupancy thereof) and any claim of injury or damages with respect thereto. Subtenant also hereby waives all right to assert or interpose a counterclaim (but not the right to raise or assert mandatory counterclaims) in any summary proceeding or other action or proceeding to recover or obtain possession of the Subleased Premises or for nonpayment of Fixed Rent or Additional Rent. The provisions of this Section 18 shall survive the expiration or earlier termination of this Sublease.

19. HOLDOVER. If vacant and exclusive possession of the Subleased Premises is not surrendered to Sublandlord in accordance with the provisions of this Sublease on the expiration or earlier

termination of this Sublease, Sublandlord shall be entitled to immediately reenter the Subleased Premises and dispossess Subtenant (and/or any person claiming by, through or under Subtenant). In the event of any such holding over, Subtenant shall pay as holdover rent or use and occupancy for each month (or portion thereof) of the holdover tenancy an amount calculated in accordance with Section 21.3 of the Prime Lease (it being acknowledged and agreed that for purposes of the foregoing, the term "Rent" in the Prime Lease shall mean the Fixed Rent and Additional Rent hereunder), subject to all of the other terms of this Sublease insofar as the same are applicable to such holdover tenancy. The acceptance of any such use and occupancy payment paid by Subtenant pursuant to this Section 19 shall in no event preclude Sublandlord from commencing and prosecuting a holdover or summary eviction proceeding. In addition Subtenant shall indemnify and shall save Sublandlord harmless from and against all costs, claims, loss or liability resulting from the failure of Subtenant to surrender the Subleased Premises on the Expiration Date or sooner termination of the Sublease, including, without limitation, any amounts payable by Sublandlord pursuant to Section 21.3 of the Prime Lease or under any indemnity contained in the Prime Lease. Nothing contained in this Section 19 shall (i) imply any right of Subtenant to remain in the Subleased Premises after the termination of this Sublease without the execution of a new lease, (ii) imply any obligation of Sublandlord to grant a new lease or (iii) be construed to limit any right or remedy that Sublandlord has against Subtenant as a holdover tenant or trespasser. The provisions of this Section 19 shall survive the expiration or earlier termination of this Sublease.

20. SECURITY DEPOSIT.

(a) On or prior to the date that Subtenant is no longer controlled by or under common control with Sublandlord, Subtenant shall deposit with Sublandlord the sum of $1,767,350.97 as security (the "**Security Deposit**") for the performance and observance by Subtenant of the terms, covenants and conditions of this Sublease. Subtenant's failure to timely deliver the Security Deposit shall be a material default under this Sublease. If Subtenant defaults in respect of any of the terms, covenants or conditions of this Sublease, including, but not limited to, the payment of Fixed Rent and Additional Rent, Sublandlord may use, apply or retain the whole or any part of the Security Deposit so deposited to the extent required for the payment of any Fixed Rent and Additional Rent or any other sum as to which Subtenant is in default, or for reimbursement of any sum that Sublandlord may expend or may be required to expend by reason of Subtenant's default in respect of any of the terms, covenants and conditions of this Sublease, including, but not limited to, any damages or deficiency in resubletting of the Subleased Premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Sublandlord. If Subtenant shall fully and faithfully comply with all of the terms, covenants and conditions of this Sublease, the Security Deposit (without interest) shall be returned to Subtenant after both the date fixed as the end of this Sublease and delivery of possession of the entire Subleased Premises to Sublandlord in the condition required hereunder. Subtenant further covenants that it will not assign or encumber or attempt to assign or encumber the Security Deposit, and that neither Sublandlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. In the event of any use, application or retention of the Security Deposit by Sublandlord, Subtenant shall, within five (5) days of demand, pay to Sublandlord the sum so used, applied or retained.

(b) In lieu of the cash Security Deposit, Subtenant shall deliver to Sublandlord a clean, irrevocable and unconditional letter of credit ("**Letter of Credit**") issued by and drawn upon a member of the Clearing House Association or another commercial bank reasonably satisfactory to Sublandlord (hereinafter referred to as the "**Issuing Bank**") with offices for banking purposes in New York City, and having a Commercial Paper credit rating of A-1/P-l or better from Standard & Poor's (the "**Minimum Rating Requirement**"), which Letter of Credit shall be payable in New York City, have a

term of not less than one (1) year, be in a form that complies with requirements sets forth in Section 20(c) below and that is otherwise reasonably acceptable to Sublandlord, name Sublandlord as beneficiary, and be maintained in the amount of the Security Deposit for the entire Term plus a period of sixty (60) days thereafter. Notwithstanding the foregoing, the Letter of Credit may provide that it can be drawn upon the office of Issuing Bank located outside of New York City if the drawing thereon may be consummated by facsimile and/or reputable overnight courier.

(c) The Letter of Credit shall provide that (i) the Issuing Bank shall pay to Sublandlord or its duly authorized representative an amount up to the face amount of the Letter of Credit upon presentation of the Letter of Credit and a sight draft in the amount to be drawn; and (ii) the Letter of Credit either shall be for a term ending sixty (60) days after the end of the Term or shall be deemed to be automatically renewed, without amendment, for consecutive periods of one (1) year each during the Term of this Sublease, unless the Issuing Bank sends written notice to Sublandlord by certified or registered mail, return receipt requested, not less than sixty (60) days next preceding the then expiration date of the Letter of Credit, that it elects not to have such Letter of Credit renewed.

(d) Notwithstanding anything to the contrary contained herein, Subtenant acknowledges that Subtenant is obligated to provide Sublandlord with Replacement Security (as hereinafter defined) within fifteen (15) days of notice from Sublandlord if any of the following events (each, a "**Triggering Event**") occurs: (1) the Issuing Bank of the Letter of Credit is placed into receivership or conservatorship by the Federal Deposit Insurance Corporation or any successor or similar entity; or (2) the Issuing Bank of the Letter of Credit fails to meet the Minimum Rating Requirement. Within fifteen (15) days of Sublandlord's notice to Subtenant of a Triggering Event, Subtenant shall replace the Letter of Credit with either a letter of credit issued by a commercial bank that satisfies the requirements set forth in Section 20(b) hereof or other security (the "**Replacement Security**") acceptable to Sublandlord in its sole and absolute discretion. If Subtenant fails to provide the Replacement Security as aforesaid, then, notwithstanding anything in this Sublease to the contrary, (1) such failure shall constitute a default under this Sublease for which there shall be no notice or grace or cure periods being applicable thereto other than the aforesaid fifteen (15) day period and Sublandlord shall be entitled to exercise any and all rights and remedies provided under this Sublease, and (2) Sublandlord may immediately draw upon the Letter of Credit in whole or in part, and the proceeds thereof shall be held or applied, as applicable, pursuant to the terms of this Sublease.

(e) In the event Sublandlord assigns or otherwise transfers its interest in the Prime Lease, Sublandlord shall have the right to transfer (at no expense to it) the cash Security Deposit or Letter of Credit, as the case may be, deposited hereunder to the transferee, and Sublandlord shall, after notice to Subtenant of such transfer, including the name and address of the transferee, be released by Subtenant from all liability for the return of such cash Security Deposit or Letter of Credit. In such event, Subtenant agrees to look solely to the transferee for the return of said cash Security Deposit or Letter of Credit. Upon Sublandlord's assignment or other transfer of its interest in the Prime Lease, Subtenant shall have its bank issue a new Letter of Credit on all the same terms and conditions and in the appropriate amount to such transferee in exchange for the return of the then existing Letter of Credit and without charge to Sublandlord or such transferee. It is agreed that the provisions hereof shall apply to every transfer or assignment made of said cash Security Deposit or Letter of Credit to a transferee.

(f) Sublandlord may draw upon the Letter of Credit at the following times: (i) at any time that Sublandlord is permitted to use or apply the Security Deposit pursuant to the terms hereof; (ii) upon any failure by Subtenant to renew, at least thirty (30) days in advance of expiration, a Letter of Credit that would otherwise expire prior to the date which is sixty (60) days after the end of the Term; or

(iii) as set forth in Section 20(d) above. Amounts drawn by Sublandlord under this subparagraph shall be held by Sublandlord as cash security pursuant to the terms of this Section 20.

21. SURRENDER. Subtenant shall, on or prior to the expiration or earlier termination of this Sublease (i) remove all of Subtenant's movable fixtures and movable partitions, telephone and other equipment, computer systems, trade fixtures, furniture, furnishings and other items of personal property which are removable without material damage to the Building and any other items required to be removed in accordance with and subject to the terms of the Prime Lease and (ii) surrender to Sublandlord the Subleased Premises, vacant, broom-clean and in good order and condition in accordance with and subject to the terms of the Prime Lease. In the event any Alterations to the Subleased Premises are performed by or on behalf of Subtenant that Prime Landlord requires must be removed and/or restored to the original condition, Subtenant shall be liable to remove and/or restore such Alterations prior to the expiration or earlier termination of this Sublease. Subtenant agrees to reimburse Sublandlord for all costs and expenses incurred in removing and storing Subtenant's property, or repairing any damage to the Subleased Premises caused by or resulting from Subtenant's failure to comply with the provisions of this Section 21. The provisions of this Section 21 shall survive the expiration or earlier termination of this Sublease.

22. NO WAIVER. Sublandlord's receipt and acceptance of Fixed Rent or Additional Rent, or Sublandlord's acceptance of performance of any other obligation by Subtenant, with knowledge of Subtenant's breach of any provision of this Sublease, shall not be deemed a waiver of such breach. No waiver by Sublandlord of any term, covenant or condition of this Sublease shall be deemed to have been made unless expressed in writing and signed by Sublandlord.

23. SUCCESSORS AND ASSIGNS. The provisions of this Sublease, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. In the event of any assignment or transfer by Sublandlord of the leasehold estate under the Prime Lease, the Sublandlord shall be entirely relieved and freed of all obligations that arise or accrue under this Sublease after the effective date of such assignment or transfer.

24. LIABILITY OF SUBLANDLORD. Sublandlord's employees, officers and trustees, disclosed or undisclosed, shall have no personal liability under this Sublease.

25. INTERPRETATION. Irrespective of the place of execution or performance, this Sublease shall be governed by and construed in accordance with the laws of the State of Connecticut applicable to agreements made and to be performed within the State of Connecticut. The captions, headings and titles, if any, in this Sublease are solely for convenience of reference and shall not affect its interpretation. This Sublease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Sublease to be drafted. Each covenant, agreement, obligation or other provision of this Sublease binding upon Subtenant shall be deemed and construed as a separate and independent covenant of Subtenant, not dependent on any other provision of this Sublease unless otherwise expressly provided. This Sublease may be executed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument.

26. NOTICES. All notices, requests, demands and other communications with respect to this Sublease shall be in writing, shall be delivered by hand (against signed receipt) or sent by registered or certified mail (return receipt requested), or nationally recognized overnight courier (with verification of delivery) to the following addresses:

If to Sublandlord:

c/o Mount Sinai Health System
Department of Real Estate Services
150 East 42nd Street, 2nd Floor
New York, New York 10017
Attn: Vice President for Real Estate Services

With a copy to:

Mount Sinai Health System
Office of the General Counsel
150 East 42nd Street, 2nd Floor
New York, New York 10017
Attn: Jill Clayton, Esq.

and

Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, New York 10036
Attn: Andrew L. Herz, Esq.

If to Subtenant:

Mount Sinai Genomics, Inc.
333 Ludlow Street
Stamford, Connecticut 06902
Attn: General Counsel

or to such other address or addresses as Sublandlord or Subtenant may designate from time to time. Any such notices, requests, demands and other communications shall be deemed to have been received on the third (3rd business day after the mailing thereof if mailed in accordance with the terms hereof or upon hand delivery if delivered by hand or one business day following deposit with the overnight courier if delivered by overnight courier. Notice delivered by legal counsel to the parties on behalf of such counsel's client in accordance with the terms of this Section 26 shall be deemed effective notice.

27. CONSENT OF PRIME LANDLORD UNDER PRIME LEASE. The parties acknowledge that pursuant to Section 12.4(b) of the Prime Lease, Prime Landlord has consented to this Sublease. Upon the unconditional execution of this Sublease by both parties, Sublandlord shall give Prime Landlord written notice hereof, together with a copy of this Sublease. Subtenant expressly acknowledges and agrees that Subtenant's continued occupancy of the Subleased Premises shall be subject to the applicable terms of Article 12 of the Prime Lease.

28. HAZARDOUS MATERIALS. Except as set forth in Article 24 of the Prime Lease, Subtenant shall use no Hazardous Materials (as defined in therein) in, on, under or about the Subleased Premises or any part of the Building and surrounding areas, and Subtenant shall fully comply with the terms set forth in Article 24 of the Prime Lease.

29. SIGNS. Subtenant may not install any sign, other than in accordance with and subject to Section 5.5 of the Prime Lease, including without limitation obtaining the prior written approval of Prime

Landlord and Sublandlord in each instance, which approval from Prime Landlord and Sublandlord shall be granted or withheld in accordance with the terms and conditions of the Prime Lease (with respect to Sublandlord's consent, as incorporated by reference). Sublandlord shall have no liability to Subtenant for the failure of the Prime Landlord to consent to Subtenant's sign. Sublandlord shall use commercially reasonable efforts to obtain a Building directory listing for Subtenant. Subtenant shall be solely responsible for the costs for any such sign(s) and/or Building directory listings.

30. AMENDMENT OF PRIME LEASE. Sublandlord reserves its right to amend or modify the Prime Lease provided that such amendment does not materially and adversely affect Subtenant.

31. FF&E. Sublandlord and Subtenant acknowledge and agree that the Subleased Premises are delivered to Subtenant together with the Existing FF&E (as defined in Section 22.1(e) of the Prime Lease), which Subtenant may use at no cost to Subtenant or dispose of at no cost to Sublandlord. Concurrently with the delivery of this Sublease by Sublandlord to Subtenant, Subtenant shall execute and deliver a Bill of Sale in substantially the same form as Exhibit T of the Prime Lease conveying the Existing FF&E to Subtenant. All such Existing FF&E is delivered to Subtenant "as is", "with all faults" and without warranty whatsoever. Sublandlord shall have no responsibility for the repair, maintenance and replacement of the Existing FF&E. Upon the Expiration Date or earlier termination of this Sublease, Subtenant shall remove all then-remaining Existing FF&E from the Subleased Premises at no cost to Sublandlord.

[INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Sublease as of the day and year first above written.

ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI

By: /s/ Stephen Harvey
Name: Stephen Harvey
Title: CFO

MOUNT SINAI GENOMICS, INC.

By: /s/ Matt Rosamond
Name: Matt Rosamond
Title: CFO

LEASE AGREEMENT

Between

MOUNT SINAI GENOMICS, INC. (Tenant)

And

1 COMMERCIAL STREET ASSOCIATES, LLC (Landlord)

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LEASE AGREEMENT

LEASE AGREEMENT (this “Lease”) made and entered into as of January 31, 2020 (the “Effective Date”) between l Commercial Street Associates, LLC, a Connecticut limited liability company (hereinafter known as “Landlord”), having its principal place of business at 431 Orange Street, New Haven, Connecticut 06511, and Mount Sinai Genomics, Inc., d/b/a Sema4, a Delaware corporation with a business address at 333 Ludlow Street, Stamford, CT 06902 (hereinafter known as “Tenant”).

PREMISES

The Landlord, in consideration of the covenants, conditions, agreements and stipulations of the Tenant expressed, does, as of the Commencement Date (as defined below), hereby lease to Tenant a certain building (the “Building”) and underlying land known as l Commercial Street, Branford, Connecticut, more particularly described in Exhibit A attached hereto (the “Property”). The “Premises” consists of approximately 37,400 square feet, comprised of two components: (i) the larger space, consisting of approximately 27,000 square feet (“Large Space”); and (ii) the smaller space, consisting of approximately I 0.400 square feet (“Small Space”) as are more particularly described in Exhibit B attached hereto, together with all parking spaces. Along with the Premises, Landlord hereby leases to Tenant all appurtenances pertaining to the Premises. Tenant shall have access and use of the Premises twenty-four (24) hours per day, seven (7) days per week, at no extra charge.

TERM AND USE

The Term of the Lease and the estate hereby granted (collectively the “Term”) shall commence on February 1, 2020, hereinafter known as the “Commencement Date”, and shall end on January 31, 2030, hereinafter known as “End of Term”. Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that Tenant was provided with early access to the Small Space commencing on October 1, 2019 (“Tenant’s Early Access”). In connection with Tenant’s Early Access, Tenant shall pay Landlord a one-time fee in the amount of $9,186.68 (the “Early Access Fee”), within fifteen (15) days following the Effective Date. Landlord hereby agrees that the Early Access Fee represents the full and complete payment required from Tenant with respect to Tenant’s Early Access.

The Premises shall be used by the Tenant for the specific use as an administrative office, medical office, medical laboratories, clinical/research laboratories, blood drawing station and the like and for doing all things incidental and necessary to the foregoing uses, and as office space for corporate office activities (collectively, the “Use”). Landlord does not warrant or represent that applicable zoning and the Building’s certificate of occupancy permit the Use at the Premises. Tenant will be responsible for obtaining any necessary municipal permits and approvals for the Use and Landlord agrees to cooperate “with Tenant in the municipal permit/approval process. Landlord shall not unreasonably withhold. condition or delay its consent to uses at the Premises other than those specified above.

RENT

The “Rent” under this Lease for the Term hereof shall payable as set forth below and shall include the Base Rent and Common Area Charges.

1. Base Rent for the Term shall, starling on the Commencement Date be paid as follows: (the “Base Rent”):

Period	Monthly Rent	Annual Rent
February 1, 2020- January 31, 2022	$36,465.00	$437,580.00
February 1, 2022- January 31, 2025	$39.581.67	$474,980.00
February 1, 2025- January 31, 2028	$42.698.33	$512,380.00
February 1, 2028- January 31, 2030	$45,815.00	$549,780.00

2. In addition to Base Rent, commencing on the Commencement Date, the Tenant shall pay the Landlord one hundred (100.00%) percent for all reasonable out-of-pocket expenses actually incurred by Landlord with respect to the operation, management, and maintenance of the interior and exterior of the Building, the grounds, and all areas incidental to the Premises, hereinafter referred to as “Common Area Charges”. The costs shall include such items as, but not limited to, real estate taxes, all property insurance, sewer taxes or usage fees, water usage fees, electricity, gas, landscape maintenance, snow removal, security, administrative costs, management fees (not to exceed 4% of gross rents), roof repairs, general maintenance and repairs (other than those for which Tenant is responsible, referred to as “Tenant’s Repairs”). Common Area Charges shall exclude depreciation, interest and amortization payments on any mortgage or other indebtedness of Landlord, capital expenditures and the cost of capital improvements, leasing commissions, structural repairs, expenses reimbursed to the Landlord by property insurance, any environmental compliance or remediation or legal compliance costs of any kind; fees or expenses not expressly referred to in the Lease, or any costs required to be paid by Landlord alone hereunder, or otherwise provided to be paid by parties other than Tenant; all costs, fees and disbursements relating to activities for the solicitation and execution of leases for space in the Building or other marketing of the Property (including, without limitation, legal fees and brokerage costs); the cost of any repair made by Landlord because of the total or partial destruction of the Building or the condemnation of a portion of the Property; any costs representing an amount paid to a corporation, entity or person related to Landlord which is in excess of the amount which would be paid in the absence of such relationship; any late charges, interest, fines or penalties due to Landlord’s failure to fulfill its obligations; any costs of selling, syndicating, financing, mo1tgaging or transferring any of Landlord’s interest(s) in the Property or any portion thereof; any bad debt loss or rent loss or any reserves therefor; any costs, expenses and disbursements paid or incurred by Landlord in the operation, maintenance and management of the Property if such expenses are not considered operating expenses under GAAP.

During the first Lease Year, the Tenant shall pay $8,259.17 per month in addition to Base Rent (hereinafter referred to as “CAC Contribution”) towards the Common Area Charges. The Landlord wil1 reconcile the difference between the CAC Contribution and the Common Area Charges at the end of each calendar year and provide Tenant with a written statement thereof by April 1st of each year. Also, the monthly CAC Contribution wi11 be adjusted at the end of each calendar year by the Landlord to reflect the projected costs for the upcoming year. The Landlord will provide notice of the new CAC Contribution for the upcoming Lease Year.

Any statements delivered to Tenant containing estimated or actual representations of Common Area Charges (or calculations thereof), shall contain reasonably itemized breakdowns. Any such statements containing estimates shall be based on reasonable, good faith projections of the immediately preceding year’s operating budget. In the event Tenant disputes any of Common Area Charges under the Lease, the parties shall have thirty (30) days following Tenant’s notice of such dispute to resolve same by written agreement, failing which, Tenant shall have the right to refer such dispute to a reputable, independent,

certified public accountant for prompt detem1ination. Said determination shall be issued in written form and shall be final and binding on the parties. Tenant shall pay the costs of said accountant, unless Landlord is proven to have overcharged Tenant, in which case Landlord shall pay for said costs. Notwithstanding the foregoing, Landlord agrees to make available, upon five (5) business days' notice, its statements, books and records relating to said dispute for audit, inspection and copying by Tenant and/or said accountant. Any Lease payments made by Tenant pending any dispute(s) shall be without prejudice to Tenant.

Any "real estate taxes'' passed through to Tenant under the Lease shall exclude any fines, interest or penalties arising due to Landlord's late payment or nonpayment of same as well as all franchise, income, profit, sales, conveyance, death, inheritance, succession, transfer or other nonreal estate taxes, as well as any real estate taxes not fairly allocable to the Te1m. In the event Landlord receives any refunds or abatements of real estate taxes during any periods for which Tenant has made CAC Contribution payments therefor, Landlord shall promptly so notify Tenant and Tenant shall promptly receive Tenant's Share of such refunds or abatements in the form of reimbursement(s) or Rent credit(s). Tenant shall have the right, by appropriate proceedings conducted diligently and in good faith, to contest the amount(s) or validity of any real estate taxes, and Landlord agrees to reasonably cooperate with Tenant in such proceedings.

Notwithstanding anything to the contrary contained herein, during any period of the Term that Tenant obtains an exemption from real estate taxes for the Premises, Tenant shall not be responsible any real estate taxes applicable to the Premises.

3. The Rent shall be paid to the Landlord on the first day of each month, in advance, at the address specified herein, or at such other place as the Landlord may designate, in lawful money of the United States of America, as and when the same shall become due and payable and without abatement of offset and without notice or demand therefor.

4. If any installment of Rent as provided for in this Lease is not received at the Landlord's address within ten (10) days after the same is due and payable, the Tenant shall pay an additional amount equal to four percent (4%) of the monthly Rent so due.

5. As used herein, "Lease Year" shall mean each twelve month period commencing on the Commencement Date and ending on the End of Term.

6. In the event of any partial calendar months occurring during the Term, Tenant's Rent shall be prorated on a per diem basis to reflect such partial calendar month(s).

TENANT'S REPAIRS

Except to the extent caused by Landlord's negligence or willful misconduct, and further subject to Landlord's repair obligations set forth in this Lease, during the Term Tenant agrees to provide and pay for all ordinary and necessary maintenance, repairs and replacements of the interior of the Premises including, but not limited to, lighting tubes, ballasts, lavatory fixtures and accessories, exit signage, janitorial service, refuse and trash removal, and, except for Landlord's repairs provided herein, all windows and doors and those portions of the heating, ventilating and air conditioning, electrical, plumbing and other systems located exclusively within and exclusively serving the Premises in a professional manner. Commencing on the Commencement Date, Tenant shall maintain service contracts for the heating, ventilating and air conditioning systems serving the Premises, Tenant, at Tenant's

expense, shall comply with all applicable laws which shall impose any violation, order or duty upon Landlord or Tenant with respect to its particular manne1· of use of the Premises.

LANDLORD'S REPAIRS

During the Term, the Landlord shall contract for landscaping and snow removal service, which reasonable costs shall be reimbursed by the Tenant to the Landlord through the Common Area Charges. So long as the Lease has not been terminated, the Tenant shall contract for all other services needed for the Premises. During the Term of the Lease, Landlord, at its own expense, shall maintain and provide all structural repairs and replacements to the Premises and the Building (including, but not limited to, the roof, the foundation, the floor slab, windows and doors) and those portions of Building equipment and systems not located exclusively within or exclusively serving the Premises. Unless such repairs or replacements shall be required by reason of the Tenant's Improvements or equipment, the default by Tenant in any of its obligations beyond all applicable notice, grace and cure periods, or the negligence or willful misconduct of the Tenant, its officers, employees, contractors, agents, or invitees, in which the Tenant shall reimburse the Landlord for all such costs and expenses thirty (30) days of written demand therefor. Notwithstanding anything to the contrary contained herein, (i) Landlord, at its sole cost, shall be responsible for any repair or replacement needed to the electrical panels, circuits and transformers supporting electricity service to the Premises; and (ii) during the first thirty (30) months of the Term (the "Capital Repair Period"), the Landlord, at its sole cost, shall be solely responsible for capital repairs and replacement of heating, ventilating and air conditioning ("HVAC") equipment and systems deemed reasonably necessary. Notwithstanding the foregoing or anything to the contrary contained herein, except for the HVAC costs for the Tenant that wet-e considered part of the four-month Base Rent discount during Tenant's Early Access, with respect to capital replacements and repairs of the Building (including mechanicals and equipment) which are required following the expiration of the Capital Repair Period, Landlord shall be obligated to promptly perform the same and the cost thereof shall be amortized on a straight line basis over a period equal to the useful life thereof (pursuant to generally accepted accounting principles and the IRS Guidelines) and Tenant shall pay, as additional rent, such amortized amounts to the extent the same are applicable to the Term. Landlord, at Landlord's expense, shall comply with all applicable laws affecting the real estate generally and the Property specifically.

INSURANCE AND INDEMNITY

At all times during the term of this Lease, the Landlord shall insure the Property against loss or damage by fire, flood, and such other casualties in an amount equal to the full replacement value thereof, and shall insure against rent loss and maintain comprehensive general liability insurance coverage in amounts held by reasonably prudent commercial landlords of comparable properties in the Branford, Connecticut, area containing appropriate endorsements waiving the insurer's right of subrogation against Tenant.

1. The Tenant shall not knowingly commit or permit any violation of the policies carried by the Landlord, or do or permit anything to be done, or keep or permit anything to be kept, on or in the Premises, which in case of any of the foregoing, could result in the termination of such insurance policies, could adversely affect the Landlord's right of recovery under any such policies, or would result in the refusal by insurance companies to insure the Premises in the amounts satisfactory to the Landlord. If any such action by the Tenant shall result in an increase in the rate of insurance premiums, the Tenant shall pay the increase lo the Landlord upon presentation of proof from the insurer of the specific increases and their direct connection to Tenant's actions, Landlord acknowledges that the Use will not result in the termination of such insurance policies, will not adversely affect the Landlord's right of recovery under

any such policies, and will not result in the refusal by insurance companies to insure the Premises in the amounts satisfactory to the Landlord.

2. At all times during the Term of this Lease, the Tenant shall insure the Premises and all Tenant's Improvements, and the Tenant's Property against loss or damage by fire, flood, and such other casualties equal to the full replacement value. During the Term, Tenant will keep in full force and effect a policy of commercial general liability insurance in which the limits shall initially be less than two million dollars ($2,000,000) combined single limit, three million dollars general aggregate ($3,000,000), such limits to be increased as reasonably specified by the Landlord. During the Term, the Tenant shall also carry plate glass window insurance and otherwise be responsible for the same when damaged during the term of the Lease, except to the extent that same constitutes a Landlord repair obligation as expressly provided in this Lease. During any time when Tenant shall be making alterations or improvements to the Premises, the Tenant shall keep in full force and effect a policy of completed value builder's risk insurance (on an "installations floater"), including building materials, covering loss from damage from fire, lightening, extended coverage perils, vandalism and malicious mischief, and perils in an amount not less than the final cost of such alterations or improvements, or maintain a property policy with equivalent construction coverage having no construction exclusion.

3. All insurance policies provided by the Tenant shall be affected under valid and enforceable policies in form and substance then standard in the State of Connecticut. Within thirty (30) days of the Commencement Date, the Tenant shall provide ce1tificates to the Landlord of the insurance. To the extent commercially practicable, all such insurance policies shall contain an agreement by the insurers that such policies shall not be canceled, amended, or otherwise modified without thirty (30) days written notice to the Landlord, and the Landlord's rights and interests under such policies shall not be subject to cancellation by reason of any act or omission of the Tenant All insurance policies provided by the Tenant shall name the Landlord (and, if requested and specified by Landlord in writing, Landlord's mortgage lenders) as additional insured to the ex1ent of their liability due to the negligent acts or omissions of Tenant.

4. During the Term, Tenant shall indemnify and hold the Landlord harmless against any liability or expense, including reasonable attorney's fees, on account of any accident or injury to the Tenant, the Tenant's employees, servants, agents, customers, invitees, licensees, contractors, or visitors, who may be injured by the Tenant on the Premises. Tenant's indemnity of Landlord specifically excludes any losses, liabilities, claims, damages or expenses arising from the negligence or misconduct of Landlord or Landlord's agents, employees, contractors, or invitees, or arising from Landlord's breach of its obligations or representations under the Lease. Landlord hereby agrees to indemnify, defend and hold Tenant harmless from and against any and all losses, liabilities, claims, damages or expenses (including, without limitation, reasonable attorneys' fees and costs), arising from or in connection with the negligence or misconduct of Landlord or Landlord's agents, employees, contractors or visitors, or arising from or in connection with Landlord's breach of its obligations or representations in the Lease.

5. Notwithstanding anything in the Lease to the contrary, Landlord and Tenant hereby agree to look first to the proceeds of their respective insurance policies before proceeding against each other in connection with any claim relating to any matter covered by the Lease, to the extent permitted by their respective insurance coverages. In furtherance of the foregoing, Landlord and Tenant each hereby waives all claims and rights of recovery against the other and against the officers, employees, agents, and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, caused by or resulting from any casualty of the type covered by the commercial property insurance required to be carried under this Lease, based on coverage for 100%

replacement cost, without regard for any deductible amounts, and without regard for whether such insurance is then in effect, and notwithstanding that any such loss or damage may be due to or result from the negligence or willful misconduct of either of the parties or their respective officers, employees. or agents.

CONDITION OF PREMISES

Tenant has inspected the Premises, its utilities and mechanical systems, including the HVAC equipment, and is satisfied with the condition thereof, and is accepting possession of the Premises in "as-is" condition, subject to Landlord's representations, warranties anti obligations hereunder and latent defects. Tenant has not relied on any representations of Landlord or any agent of Landlord to determine the condition of the Premises, except for the representations expressly provided herein, Landlord hereby warrants and represents that, as of the Commencement Date, Landlord shall deliver the Premises with all mechanical, roof and structural components in good working order, but otherwise as-is.

ALTERATIONS AND IMPROVEMENTS

1. The Tenant shall not make or have made alterations, improvements, decorations, installations and substitutions (collectively called "Tenant's Improvements") in, of or to the Premises without the prior written consent of the Landlord. Approval by Landlord shall not be unreasonably withheld, conditioned or delayed. Unless otherwise specified, any improvements or alterations in the Premises made by Tenant (including without limitation permanent partitions, wall paneling and lighting fixtures, but excepting the Tenant's Property), shall be and remain upon and be surrendered with the Premises at the End of Term. If the Landlord requests in writing the removal of any of the Tenant's Improvements (including, but not limited to, telephone and computer cabling installed by or on behalf of Tenant but no other wiring (i.e., electrical, security, etc.) at the time of Landlord's approval of same, the Tenant shall in good workmanlike manner remove said improvements at the End of Term. Notwithstanding the foregoing, Tenant shall have the right to perform minor cosmetic decorating and remodeling in the Premises without obtaining Landlord's prior written consent.

2. The Tenant shall obtain all necessary permits and certificates for the commencement and prosecution of the Tenant's Improvements. The Tenant's Improvements shall not constitute the basis for a claim against the Landlord or a lien or charge upon or against the Premises. If at any time any such claim or charge shall be filed against the Premises, the Tenant shall cause such claim, lien or charge to be properly released of record or bonded over. The Tenant shall pay for all materials constituting Tenant's Improvements, and the Tenant agrees that none of such materials shall be at any time subject to any lien, security interest, charge, installment sales contract, by any other person, firm or corporation whether created voluntarily or involuntarily.

ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATIONS

Tenant hereby covenants to Landlord that during the Term hereof and subject to the limitations set forth below: (a) Tenant shall (i) materially comply with all Laws applicable to the discharge, generation, manufacturing, removal, transportation, treatment, storage, disposal and handling of Hazardous Materials or Wastes as apply to the activities of the Tenant and its employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns at the Premises, and remove any Hazardous Materials or Wastes introduced by Tenant into the Premises in accordance with all applicable Laws and orders of governmental authorities having jurisdiction, (ii) pay or cause to be paid all costs associated with such removal including remediation and restoration of the Premises, and (iii) indemnify Landlord from and

against all losses, claims and costs arising out of the migration of Hazardous Materials or Wastes introduced by Tenant from or through the Premises into or onto or under other portions of the Property or the Premises or other properties; (b) Tenant shall keep the Premises free of any lien imposed pursuant to any applicable Law in connection with the existence of Hazardous Materials or Wastes in or on the Premises introduced by Tenant; (c) Tenant shall not install or permit to be installed in the Premises any asbestos, asbestos-containing materials, urea formaldehyde insulation; (d) Tenant shall not cause as a result of an intentional or unintentional act or omission on the part of Tenant or any occupant of the Premises, a releasing, spilling, leaking, pumping, emitting, pouring, discharging, emptying or dumping of any Hazardous Materials or Wastes onto the Premises due to Tenant's activities on the Premises during the Term hereof; (e) Tenant shall, prior to taking possession of the Premises, identify in writing to Landlord all Hazardous Materials or Wastes currently used by Tenant and shall notify Landlord of any changes or addition to the Hazardous Materials or Wastes so used; (f) Tenant shall give all notifications and prepare all reports required by Laws or any other law with respect to Hazardous Materials or Wastes existing on, released from or emitted from the Premises due to Tenant's activities on the Premises during the Term hereof (ru1d shall give copies of all such notifications and reports to Landlord); (g) Tenant shall promptly notify Landlord in writing of any release, spill, leak, emittance, pouring, discharging, emptying or dumping of Hazardous Materials or Wastes in or on the Premises by Tenant; (h) In the event of any spill, discharge of Hazardous Materials or Wastes caused by Tenant, Tenant shall pay for periodic environmental monitoring by Landlord of the Premises as may be legally required, paid as additional rent; and (i) Tenant shall promptly notify Landlord in writing of any summons, citation, directive, notice, letter or other communication, written or oral, from any local, state or federal governmental agency, or of any claim or threat of claim known to Tenant, made by any third party relating to the presence or releasing, spilling, leaking, pumping, emitting, pouring, discharging, emptying or dumping of any Hazardous Materials or Wastes onto the Premises.

The term "Hazardous Materials or Wastes" shall mean any hazardous or toxic materials, pollutants, chemicals, or contaminants, including without limitation asbestos, asbestos-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls (PCB's) and petroleum products as defined, determined or identified as such in any Laws, as hereinafter defined. The term "Laws" means any federal, state, county, municipal or local laws, rules or regulations (whether now existing or hereinafter enacted or promulgated) including, without limitation, the Clean Water Act, 33 U.S.C. § 1251 et seq. (1972), the Clean Air Act, 42 U.S.C. § 7401 et seq. (1970), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Subsection I 802, and The Resource Conservation and Recovery Act, 42 U.S.C. Subsection 6901 et seq., any similar state laws, as well as any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments.

Tenant hereby agrees to defend, indemnify and hold harmless Landlord, its employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns from and against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and costs incurred in the investigation, defense and settlement of claims or remediation of contamination) incurred by such indemnified parties as a result of Tenant violating any express obligations under this Section. Tenant shall bear, pay and discharge, as and when the same become due and payable, any and all such judgments or claims for damages, penalties or otherwise against such indemnified parties, shall hold such indemnified parties harmless against all claims, losses, damages, liabilities, costs and expenses, and shall assume the burden description with any and all persons, political subdivisions or government agencies. The parties hereto agree that the provisions of this paragraph respecting Tenant's indemnification of the Landlord arising out of Tenant's violation of an express obligation under this Section and Tenant's agreement to remediate the same are material terms of

this Lease and Landlord would not have entered into this Lease if the Tenant would not agree to such provisions. The provisions of this Paragraph shall survive termination of this Lease.

Tenant acknowledges that the Premises are subject to an Access Authorization between Landlord and Environ International Corp. for the purpose of periodic monitoring ground water in various interior and exterior locations on the Premises ("Monitoring"). Tenant agrees to cooperate with the Monitoring, provided that Tenant is provided reasonable notice of all requiredaccess. Landlord, Environ International Corp. and their respective agents shall exercise all access rights to the Premises, in each instance, upon reasonable advance notice to Tenant, in a manner consistent with Tenant's reasonable security requirements, and in a manner that does not unreasonably interfere with Tenant's business operations or cause damage to the Premises.

Notwithstanding anything to the contrary contained herein, Tenant shall have no liability whatsoever in connection with any and all Hazardous Materials or Wastes (and any related equipment such as, but not limited to, underground storage tanks) not deposited or created by Tenant. Landlord, at i1s sole cost and expense, shall promptly comply with all applicable laws in connection with any Hazardous Materials or Wastes in or about the Prope11y not deposited or created by Tenant.

If asbestos or other Hazardous Materials or Wastes are discovered in the Premises in connection with the performance of Tenant's Improvements or otherwise, Landlord shall, at Landlord's expense, remove or otherwise encapsulate the asbestos or other Hazardous Materials or Wastes to the extent required by, and in accordance with, all applicable laws. Until the completion of any such work, Tenant's obligation to pay Rent shall be postponed one (1) day for each day Tenant is delayed in using the Premises or performing Tenant's Improvements until Landlord has completed such removal or other encapsulation. All such work shall be performed with reasonable diligence so as to minimize interference with the conduct of Tenant's business and access to the Premises, Landlord shall indemnify and hold Tenant and the Tenant's employees, trustees, agents and contractors harmless against and from any and all claims of whatever nature arising wholly or in part from or in connection with the presence, removal or encapsulation of such asbestos or other Hazardous Materials or Wastes in the Premises. The provisions of this Section shall survive the expiration or termination of this Lease.

SIGN

Tenant shall not place any sign(s) on or about the Premises, without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord hereby approves of Tenant placing signs in all locations where the present tenant has signage. Landlord agrees that Tenant may install, at Tenant's sole cost and expense, directory, Building facade and Premises entrance signage, which shall be subject to Landlord's prior review and approval, which approval shall not be unreasonably withheld, conditioned or delayed.

TENANT'S PROPERTY

Any trade fixtures, equipment and other personal property (collectively, "Tenant's Property") installed in or attached to the Premises by the Tenant, shall remain the property of the Tenant and may be removed by the Tenant at any time during this Lease. The Tenant shall pay for the cost of repairing any damages to the Premises resulting from such installation or removal. The Landlord shall not be liable to the Tenant or any person or company for damage or theft to the Tenant's Property other than if caused by Landlord's negligence or willful misconduct.

UTILITIES AND FUEL

Landlord will maintain connections for utility companies to provide electricity, water, gas and sewer to service the Premises and the Property. Landlord represents that, as of the Commencement Date, the Premises shall be separately metered for electricity and gas. The cost of water consumption and sewer use will be included in Common Area Charges. The Tenant agrees to pay all actual charges imposed by any utility company for services furnished exclusively to the Premises during the term of this Lease, including, but not limited to, electricity, gas, telephone, and cable television.

ASSIGNMENT AND SUBLETTING

The Tenant agrees not to assign or in any way encumber this Lease, nor sublet the Premises, or any part hereof, without obtaining prior written consent of the Landlord, which shall not be unreasonably withheld, conditioned or delayed. In the event the Landlord consents to an assignment, by reason of a sale of the Tenant, or for any other purpose, the Tenant will remain liable for full performance of the lease unless Landlord agrees otherwise.

Tenant shall have the right, upon prior notice to Landlord, but without obtaining Landlord's consent, to assign the Lease or sublet all or part of the Premises to any affiliate, parent, subsidiary, divisional entity, partner, joint venture entity or related business entity of Tenant, or to any entity arising by virtue of merger, consolidation or other business combination with Tenant or Tenant's parent entity, or to any purchaser of all or substantially all of Tenant's, membership or other ownership interests or assets, or to any entity under the ownership or control of Tenant's parent entity or holding entity (individually, a 11 Related Entity" and collectively, "Related Entities"). In addition, Landlord agrees not to unreasonably withhold, condition or delay its consent to any proposed assignment or sublease to any parties not constituting a Related Entity. For purposes hereof, Landlord shall grant or withhold its consent in writing (with specific reasons for withholding its consent), within thirty (30) days after receiving Tenant's request therefor. Landlord's failure to so respond within said thirty (30)-day period shall be deemed a consent to said proposed assignment or sublease. Upon any permitted assignment or sublease, Landlord, upon Tenant's request, agrees to enter into a reasonable nondisturbance agreement with any such assignee or subtenant. In the event of any assignment, Tenant shall remain primarily liable for all obligations arising under the Lease unless Landlord agrees otherwise in writing.

DAMAGE OR DESTRUCTION

1. In the event that the Premises, other than Tenant's Improvements or Tenant's Property, is damaged by fire or other insured casualty, but the Tenant shall continue to have reasonably convenient access, and no portion shall be rendered unfit for the use and occupancy contemplated hereunder, the Landlord shall repair such damage with diligence. During the repair period, the Rent shall not be abated or suspended.

2. ln the event that the Premises, other than Tenant's Improvements or Tenant's Property, are damaged or destroyed by fire or other insured casualty, and the Tenant shall not have reasonably convenient access, or any portion of the Premises is rendered unfit for the use and occupancy contemplated hereunder, and if in the sole but reasonable judgment of the Landlord the damage may be repaired within ninety (90) days after the occurrence, then the Landlord shall notify the Tenant within thirty (30) days after the occurrence, and shall repair such damage with diligence. If the Premises does not have reasonably convenient access, or some portion of the Premises is rendered unfit, the Rent shall be abated during the period until Tenant regains full occupancy with the Premises restored. The Tenant shall

have the right to terminate the Lease, within ten (10) days' notice, if the Landlord cannot or does not repair the damage and receive appropriate authority for use and occupancy after the ninety (90) day period, except for delays caused by Acts of God, strikes, or government regulation. Except as otherwise set forth herein, no damages, compensation or claim shall by payable to the Landlord or the Tenant, or any other person, by reason of inconvenience, loss of business, or annoyance arising from any damage, or repair thereof.

CONDEMNATION

If the Building, or so much of the Building as is necessary for the Tenant's use and occupancy for the purpose set forth herein as determined by Tenant in its reasonable but sole determination, shall be taken by condemnation or in any other manner, then the term of this Lease shall terminate as of the date title vests in the taking authority, and the Rent shall be apportioned as of such date. The Tenant shall have the right in any condemnation proceeding to any award payable for the Tenant's trade fixtures, loss of business, and moving and relocation costs and the value of the Tenant's Property. The Tenant shall have no other right to any award for taking of the land, the contract value of this Lease, and rights to all such rewards shall be retained by the Landlord.

DEFAULT

1. Any of the following shall constitute "Default" under this Lease: (a) in the event that Tenant fails to timely pay Rent or Common Area Charges, or any other charge payable by Tenant to the Landlord, under this Lease within five (5) days of Tenant receiving written notification of such failure pursuant to the Notice section of this Lease; (b) in the event that Tenant fails to obtain or maintain the required insurance under this Lease, and the same is not cured within three (3) days following Landlord's written notice; or in the event that Tenant does, or fails to do, any other action provided for by this Lease, and does not remedy the same within thirty (30) days of receiving written notice of such failure; provided, however, that if such default cannot reasonably be cured within such thirty (30) day period, such period shall be extended as is reasonably necessary to complete such cure, provided Tenant commences such cure within such thirty (30)day period, and proceeds with all reasonable diligence to complete same.

2. In the event of Default, the Landlord shall have the immediate right, at its election, to terminate this Lease by giving the Tenant ten (10) days' notice of the Landlord's election to terminate. After such ten (10) day period, the Landlord may elect to lawfully take possession and remove the property and possessions of the Tenant, and the same may be stored in a public warehouse, at the cost for the account of the Tenant. The Landlord shall not be guilty of trespass, or be liable for loss or damage occasioned thereby.

3. In the event of a Default, Tenant shall pay to the Landlord within ten (10) days of written demand, the Rent due and payable up to the time of Default, plus (upon submission of documentation sufficiently detailed to allow Tenant to confirm the same) the out-of-pocket costs reasonably incurred by Landlord as a result of such Default, plus any lawful late charges and/or interest provided in the Lease, all expenses, including reasonable attorney's fees, incurred by Landlord in recovering possession, re-leasing the same, and collecting Rent, all costs of repairs and decorations to re-lease the Premises, and all brokerage commissions in re-leasing the Premises. If the Landlord elects to take possession, subsequent and as a result of a Default, Landlord may re-lease the whole or part of the Premises, for period equal to, greater or less than, the remainder of the term of this Lease, and at such rent and upon such terms as the Landlord shall deem reasonable. The Landlord shall be entitled to the rent under such re-leasing, and such amount shall be deducted from the amount of Rent that Tenant owes hereunder on a monthly basis.

4. In lieu of the monthly damages provided in Section 4 above, if the Landlord elects to reenter and take possession of the Premises, and whether or not the Landlord has terminated this Lease, Landlord may elect to demand, as liquidated damages, within thirty (30) days of written demand, the then discounted present value of the difference, if any, between (a) the then remaining Rent reserved under the Lease, and (b) the fair market rental value of the Premises for the then balance of the Term.

5. Landlord shall have a duty to reasonably mitigate its damages following any Tenant Default. In addition, Landlord's damages available under the Lease shall preclude any duplicative recoveries for the same injury suffered.

HOLDING OVER

If Tenant shall hold over in the Premises beyond the End of the Term, such tenancy shall be deemed a month-to-month lease and the Tenant shall pay to the Landlord Rent equal to the Common Area Charges and one hundred and fifty (150%) percent of the Base Rent payable at the End of Tenn. The hold-over rent shall be paid in equal monthly installments. The provisions of this article shall not constitute a waiver or limit any other rights and remedies of the Landlord provided herein or at law.

SUBORDINATION

This Lease and all rights of the Tenant hereunder are subject to and subordinate to any mortgage or ground lease made by the Landlord, which affect the Premises. It is the intention of the Landlord and Tenant that this provision be self-operative, and no further instrument shall be required to effect a subordination of this Lease. Upon demand, however, the Tenant shall at any time execute, acknowledge and deliver to the Landlord any reasonable subordination agreement to any future mortgagee or ground lessor. If in the mortgaging of the Premises by the Landlord, any mortgagee requests modifications to the Lease, and such modification does not materially increase the obligations of the Tenant or decrease Tenant's rights under the Lease, the Tenant shall not withhold or delay consent to such modification.

Notwithstanding anything to the contrary contained herein, Tenant's subordination and attornment to any future mortgages, ground leases or encumbrances shall be conditioned upon its receipt of reasonable and binding nondisturbance agreements protecting Tenant's tenancy as long as Tenant is not in Default of its obligations under the Lease. In addition, Landlord shall obtain such nondisturbance agreement(s) from any and all current mortgages or ground lessors and provide same to Tenant within sixty (60) days of the date of the Lease. If Landlord fails to provide such nondisturbance agreement(s) from such current mortgagees and ground lessors within such period, Tenant shall have the right to cancel the Lease, without liability, by written notice to Landlord, in which case Landlord shall immediately return to Tenant any prepaid Rent. Landlord hereby represents and warrants that there are no defaults under any such current mortgages or ground leases and that same permit Landlord to lease the Premises to Tenant as contemplated by the Lease. Landlord represents that, as of the date hereof; there are no superior leases encumbering the Property.

ENTITY EXISTENCE/AUTHORITY

Each party represents to the other that it has full power and authority to enterinto and consummate the transaction contemplated by this Lease. and it has obtained all required approvals and authorizations in connection therewith.

NOTICES

Whenever notice is required by conditions of this Lease, such notice shall be in writing and shall be given or served in person, or sent by a nationally recognized overnight carrier, or by registered or certified mail, return receipt requested, and addressed as follows:

To Landlord at

_____
_____
_____
_____

To Tenant at:

_____
_____
Attn: _____
_____
_____

With Copy to:

_____
_____
_____
_____
Attn: _____

Or to such other person or address as either party shall have specified for itself by notice to the other party in the manner set forth previously.

SECURITY DEPOSIT

The Tenant shall deposit with the Landlord the sum of Twenty-Eight Thousand Three Hundred Fifty ($28,350.00) Dollars within ___ days following the full execution of this Lease. The security deposit will be held by the Landlord, without liability for interest except as required by law, as security for the performance by the Tenant of all terms of this Lease. The Security Deposit shall not be used to pay Rent at the End of Term. The Security Deposit shall be returned to the Tenant within thirty (30) days after vacating the Premises with a final accounting of offsets, if any.

LANDLORD'S RULES AND REGULATIONS

Tenant agrees to abide by and follow all rules promulgated by Landlord from time to time, a copy of such rules is attached hereto as Exhibit C and made a part hereof. Landlord shall notify Tenant of any modification of said rules. Landlord hereby agrees to enforce any and all rules and regulations regarding the Property in a good faith, non-discriminatory manner amongst all of the tenants of the Property. In the event of any conflict between the Lease and such rules and regulations, the Lease shall govern and control

in each instance. No such rules and regulations shall materially impair Tenant's leasehold interest in the Premises or increase Tenant's Rent obligations.

LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS

If an event of Tenant Default has occurred and is continuing beyond any applicable notice and cure periods, the Landlord may make any payment or fulfill any obligation on behalf of the Tenant regarding the repair and maintenance of the Premises. The Landlord shall not be obligated to perform any of Tenant's covenants. The Tenant is not released of its obligations thereto if the Landlord performs any of the Tenant's obligations. If the Landlord makes any payment in performance of the Tenant's obligations, the payment shall become Rent as used in this Lease, together with interest of four percent (4%) per year or the maximum rate allowable by law.

LIENS

The Tenant shall not suffer or permit any mechanics liens, materialmen's liens or other liens to be filed against the Premises. If any such lien shall be filed, the Tenant shall cause the same to be discharged of record or bonded over within thirty (30) days of the receipt of notice by the Tenant of the filing of the same.

WASTE

The Tenant covenants and agrees not to do or knowingly suffer any waste, damage, disfigurement or injury to the Premises of any part hereof.

INSPECTION BY LANDLORD

Upon reasonable advance notice, the Tenant agrees to permit the Landlord, and its representatives, to enter the Premises at reasonable hours. The Landlord shall have the right to exhibit the same for the purpose of sale. And during the last year of the Lease, the Landlord shall have the right to exhibit the Premises for the purpose of leasing or for a sale, Landlord shall exercise any and all access rights to the Premises available under the Lease, in each instance, upon reasonable advance notice to Tenant (except in cases of emergency when no such notice is required), in a manner consistent with Tenant's reasonable security requirements, and in a manner which does not unreasonably interfere with Tenant's business operations.

SURRENDER OF PREMISES

On the last day of this Lease, or upon any earlier termination, the Tenant shall quit and surrender the Premises to the Landlord, in broom-clean condition reasonable wear and tear, Landlord's maintenance and repair obligations and damage by casualty or condemnation excepted. The Tenant shall remove all Tenant's Property, and shall remove those portions of the Tenant's Improvements designated by the Landlord at the time of Landlord's approval of same, and repair any damage incidental thereto such removal.

ESTOPPEL CERTIFICATE

The Tenant agrees to deliver to the Landlord's written request, within ten (10) days of receipt, a written certificate, in recordable form, representing, to the extent true, all reasonable terms and conditions requested by such certificate.

LIMITATION OF LIABILITY

Anything within this Lease to the contrary notwithstanding, the Tenant agrees that it shall look solely to the interest, estate and property of the Landlord in the Property and any and all proceeds derived therefrom (including, but not limited to, the sales, rentals and insurance proceeds) for the collection of any judgment, or other judicial process, requiring the payment of money by the Landlord, and for no other assets of the Landlord or of any member in the Landlord.

RIGHTS OF LANDLORD; NON-WAIVER

No right or remedy conferred upon the Landlord is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative. The failure of Landlord or Tenant to insist upon strict performance of any provision of this Lease shall not be construed as a waiver or relinquishment thereof for the future. Receipt by the Landlord of Rent, with knowledge of a breach of any provision shall not be deemed a waiver of such breach.

BROKER

Landlord and Tenant each hereby warrant and represent that it has dealt: with no brokers or agents in connection with the Lease, and each hereby agrees to indemnify, defend and hold the other harmless from and against all losses, liabilities, claims, damages and expenses (including, without limitation, reasonable attorneys' fees) arising out of any breach or alleged breach of said representation, respectively.

ENTIRE AGREEMENT; AMENDMENT

This Lease and all Exhibits attached constitute the entire agreement between the Tenant and the Landlord. Th.is Lease may not be modified except in writing, signed by both parties.

NOTICE OF LEASE

This Lease shall not be recorded on the Branford land records. Upon written request by either party, the other party shall execute a Notice of Lease, in recordable form, satisfying the requirements of Section 47-19 of the Connecticut General Statutes, as amended.

PREJUDGMENT REMEDY WAIVER

TENANT HEREBY ACKNOWLEDGES THAT THE TRANSACTIONS EVIDENCED BY THIS AGREEMENT ARE COMMERCIAL TRANSACTIONS AS THAT TERM IS DEFINED IN SECTION 52-278(A) OF THE CONNECTICUT GENERAL STATUTES AND KNOWINGLY WAIVES AND RELINQUISHES ANY AND ALL RIGHTS WHICH HE MAY HAVE, PURSUANT TO ANY LAW OR CONSTITUTIONAL PROVISION, INCLUDING, WITHOUT LIMITATION, SECTION 52-278(A) ET SEQ OF THE CONNECTICUT GENERAL STATUTES, TO ANY NOTICE OR HEARING PRIOR TO ANY ATTEMPT BY THE LANDLORD TO OBTAIN A PREJUDGMENT REMEDY AGAINST THE UNDERSIGNED IN CONNECTION WITH SUCH TRANSACTION.

MISCELLANEOUS

1. Quiet Enjoyment. Landlord hereby covenants that as long as Tenant is not in default under the Lease beyond any applicable notice and cure period, Tenant shall quietly have, hold and enjoy the Premises.

2. Attorneys' Fees. In the event Landlord and Tenant engage in any litigation regarding any subject matter relating to the Lease, each party shall pay its own costs in connection with such litigation.

3. General Abatement. In addition to the rights of Tenant in the event of a casualty or condemnation, if all or part of the Premises (or Tenant's access thereto) are rendered untenantable, and such conditions were not caused by Tenant, Tenant's Rent obligations shall abate for the duration of such untenantable conditions, said abatement to reflect the portions of the Premises which are untenantable. The conditions giving rise to such abatement shall include, without limitation, environmental conditions and Landlord's failure to perform its maintenance, repair and replacement obligations under the Lease. Notwithstanding the foregoing, if such untenantable conditions arise at any time during the last year of the Term, and affect twenty percent or more of the rentable area of the Premises; Tenant shall have the right to cancel the Lease, without liability, upon written notice to Landlord, in which case Landlord shall immediately return any prepaid Rent.

4. Tenant Force Majeure. Tenant shall be excused from performing any of its Lease obligations (other than Rent payment obligations) during the period of any delays beyond its reasonable control, including, without limitation, delays caused by Landlord's breaches of the Lease and so-called "Acts of God."

5. Tenant's Right to Cure. To the extent Landlord fails to perform any of its obligations under the Lease, and such failure continues beyond thirty (30) days' following Tenant's notice to Landlord, except in the event of genuine emergencies (an. immediate notice shall be required), then Tenant shall have the right to cure such non-performance for the account of Landlord, and any amount of reasonable costs so incurred by Tenant shall be reimbursed by Landlord to Tenant within thirty (30) days following Tenant's statement therefor, failing which, Tenant shall have the right to offset such reasonable costs against its Rent next coming due and payable.

6. Governing Law and Venue. This Lease shall be interpreted and enforced in accordance with the internal laws of the State of Connecticut and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of State of Connecticut.

7. Generator. Landlord acknowledges that an emergency generator presently exists at the Premises which exclusively services the Premises. Landlord agrees that, during the Term, Tenant shall have the exclusive use of such generator, at Tenant's sole cost and expense.

8. Waiver. Each of Landlord and Tenant hereby waives any and all claims and rights to recover against the other consequential, special, and indirect damages arising out of, under, or in connection with this Lease.

9. Outside Business Equipment. Subject to all applicable local, state and federal laws and the terms and conditions of this Lease, Tenant shall have the right, at Tenant's expense, and for its own use, to purchase, install, maintain and operate commercially reasonable business equipment outside the Premises (including, without limitation, telecommunication equipment or satellite dish, and associated cables and equipment, a supplemental HVAC system, storage containers, etc.) (collectively, "Outside Business

Equipment"), subject to Landlord's prior approval which approval shall not be unreasonably withheld, conditioned or delayed.

10. Successors and Assigns. This Lease shall be binding upon, and inure to the benefit of, the respective parties and their heirs, administrators, executors, legal representatives, successors and permitted assigns.

11. Counterparts. This Lease may be executed in multiple counterparts, all of which, when taken together, constitute one and the same instrument. Counterparts of this Lease transmitted by facsimile or electronically in portable document format (PDF) shall be deemed originals.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Landlord and the Tenant have caused this Lease to be duly executed as of the Effective Date.

Landlord:

Signed and delivered in the presence of:

1 COMMERCIAL STREET
ASSOCIATES, LLC

By: /s/ Richard Michaud
Richard Michaud
Member

Tenant:

MOUNT SINAI GENOMICS, INC,

By: /s/ Joel Sendek
Name: Joel Sendek
Title: Chief Financial Officer

EXHIBIT A
Legal Description of the Property

NO. l COMMERCIAL STREET

That certain piece or parcel o(land with all the buildings and improvements thereon, situated in the Town of Branford, County of New Haven and State of Connecticut, known as Lot No. 12 and one-half of Lot No. 11 as shown on a map entitled “Commercial Street, Industrial Park, located on Commercial Street, Branford, Conn., Philip W, Genovese & Assoc. Engineers and Land Surveyors, Hamden, Conn. Scale l” = 100 feet, June l, 1972” which map is on file in the Branford Town Clerk’s Office as Map No. 1186, reference to which is hereby made and being bounded and described as follows:

WESTERLY: by the remaining portion of lot No. 11 on said map, 325.00 feet, more or less;

NORTHERLY: by Lot No.9, 141.15 feet in part and in part by land now or formerly of the State of Connecticut 95.01 feet;

EASTERLY: by Lot No. 13 on said map, 461.52 feet;

SOUTHERLY: by Commercial Street, in a curved line, 356.75 feet.

EXHIBIT B
Description of Premises

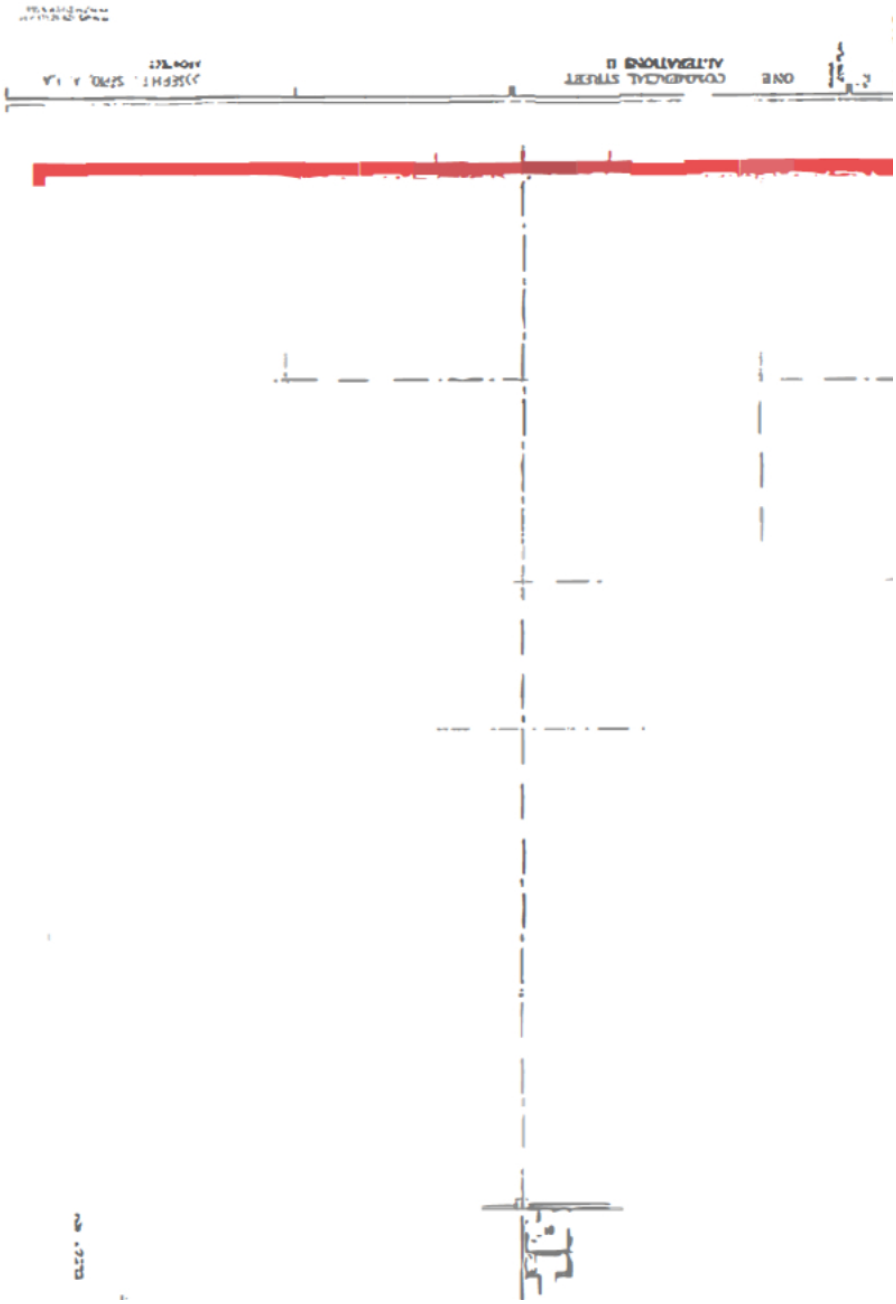

EXHIBIT C

Rules

1. Tenant shall not obstruct any pedestrian walks, entrances, or exits to the Building in which the Premises are situated, or any areas or facilities, with anything or in any manner whatsoever, nor obstruct any and all entrances, exits, curbs cuts, or walks serving the Jot upon which said Building is located or industrial park in which said lot and Building are located, nor create or suffer any hazardous condition therein, or thereat.

2. Tenant shall not leave, place, or dispose of any litter, refuse, garbage, debris, or thing outside the Premises, other than garbage, refuse in containers or receptacles expressly designated by Landlord for that purpose, as and where so designated. Containers and receptacles will remain on designated pads and will not be moved by Tenant. All refuse and garbage shall be removed by Tenant from the Premises and deposited and disposed of in containers, in a manner and at times acceptable to Landlord. Tenant shall supply refuse removal service-and shall timely pay for such removal of its refuses as and when invoiced for the same.

3. Receiving, shipping, loading and unloading by Tenant shall be done at the overhead door or docks serving the Premises; and Tenant, its employees, agents or invitees shall exercise due care and safety precautions with respect to the same.

4. Tenant shall not conduct, advertise or suffer the occurrence of any auction sale, bankruptcy sale, going out of business sale, distress sale, or the like at the Premises or in the industrial park in which the same are situated.

5. Tenant shall not overload the floors of the Premises, without installing, at its expense, appropriate floor support.

6. Tenant shall keep the Premises clean and free of refuse at all times, shall paint the interior of the Premises when reasonably necessary, and shall use pest extermination service as and when required and whenever Landlord shall reasonably direct.

7. Tenant shall comply with all applicable laws and governmental authorities regarding its particular manner of use of the Premises, as said laws may from time to time appear and/or be amended.

8. Tenant shall keep and maintain temperatures at the Premises sufficiently high to prevent freezing of, or interference with, any flow in pipes in, at, and about the Premises.

9. Tenant shall not attach, display, or maintain on the exterior side of the outer walls, doors, windows, or roof of the Premises or the Building of which the same form a part, any sign, awning, aerial lettering matter, or thing of any kind without Landlord’s prior written consent (not to be unreasonably withheld, conditioned or delayed. Tenant shall not place neon signs, or any similar signs, on the interior windows without Landlord’s written approval. In the event Landlord grants approval to Tenant for the display or erection of any sign, display, or lettering, Tenant shall maintain and keep the same in good repair, good appearance, and good working order at all times, and make all replacements thereto as when required to keep the same in such condition.

10. Tenant shall not use any sound device which shall be deemed objectionable to Landlord or other Tenants, including but not limited to loudspeakers, microphones, transmitters, and amplifiers.

11. Tenant shall not do anything which may damage the personal property of any business or occupant at the Building in which the Premises are located or any part thereof, or be a nuisance to other tenants, there.

12. The plumbing facilities, drains, and lines in or about the Premises shall not be used by Tenant or anyone under its control for any purpose other than that which they were constructed, not shall Tenant put (or dispose of) any foreign substance therein of a kind other than for which such facility was specifically designed, or permit such event to occur; and all costs and expense of repairing, replacing, or restoring said facilities or equipment by reason of any breakage, stoppage, or damage proven to be a result from a violation of this provision shall be borne by the Tenant.

13. Tenant shall not bum any trash or garbage of any kind in or about the Premises, the building lot, industrial park, or within one thousand feet outside property lines of the industrial park.

14. Tenant shall not use nor suffer the use of the respective portions of the lot for any purpose other than those designated by Landlord, to wit: parking areas for parking vehicles used in the business conducted in the Premises, employee parking, and parking for business invitees, loading docks for loading and unloading of vehicles transporting materials or equipment to or from the Premises; and curbs cuts and turnaround areas for the unobstructed passage of vehicles to and from said Lot.

MASTER SERVICES AGREEMENT

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

This master services and collaboration agreement (this "**Agreement**"), effective as of April 2, 2018 (the "**Effective Date**"), is between Mount Sinai Genomics, Inc., d/b/a Sema4, a Delaware corporation having a principal business address at 1425 Madison Avenue, New York, NY 10029 ("**Sema4**"), Icahn School of Medicine at Mount Sinai, a not-for-profit New York education corporation with a principal business address of One Gustave L. Levy Place, New York, NY 10029 ("**ISMMS**"), The Mount Sinai Hospital ("**MSH**"), Beth Israel Medical Center ("**BIMC**"), St. Luke's-Roosevelt Hospital Center (**SLR**"), and The New York Eye and Ear Infirmary ("**NYEE**") (each a "**Hospital**" and collectively (the "**Mount Sinai Hospitals**"). ISMMS and the Mount Sinai Hospitals shall collectively be referred to as the "**Mount Sinai Parties**." The parties hereto are also referenced herein individually as "**Party**" or jointly as the "**Parties**." The Parties acknowledge and agree that ISMMS and each Hospital is separately incorporated, responsible solely for its own obligations and liabilities, and shall not be responsible for the obligations of any of the other Mount Sinai Parties.

WHEREAS, Sema4 is a health information company that operates two CLIA-certified laboratories, and the Mount Sinai Parties wish to retain Sema4 to perform certain Services (as set forth below); and

WHEREAS, this Agreement is made for the benefit of the Parties and in anticipation of a robust collaborative relationship between the Mount Sinai Parties and Sema4.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sema4 and the Mount Sinai Parties hereby agree as follows:

AGREEMENT

1. **Services**.

   a. Sema4 shall furnish to the Mount Sinai Parties certain services (the "**Services**") as specified in statements of work (each a "**SOW**") entered into by the applicable Parties. The Parties acknowledge that different SOWs may involve different Mount Sinai Parties. Each SOW shall be subject to and made part of this Agreement, and, in the event of a conflict between this Agreement and a SOW, the terms of the SOW shall control. Each SOW shall set forth all matters deemed appropriate by the Mount Sinai Parties which are receiving Services under the SOW and Sema4, including but not limited to:

      i. a description of the Services to be covered by the SOW;

      ii. the timeline for Sema4's performance of the Services;

      iii. the fees and expenses associated with Sema4's performance of the Services, and the terms of payment thereof;

iv. the work product, deliverables, results, reports, or other output associated with the Services (the "**Deliverables**"), including a description of required format and content.

b. **Personnel.** Sema4 shall perform the Services through its employed or contracted personnel ("**Sema4 Personnel**"). Sema4 shall assign Sema4 Personnel at appropriate levels of experience and responsibility to perform the Services and use best efforts to ensure continuity of staffing during an SOW. The Mount Sinai Parties shall have the right to review the qualifications of all Sema4 Personnel assigned to perform the Services, and shall have the right to request a replacement of any such Sema4 Personnel, which Sema4 shall not unreasonably withhold. Sema4 shall not subcontract any of its obligations under this Agreement without notifying the Mount Sinai Parties in writing. Sema4 shall remain wholly responsible for all actions of any permitted subcontractors.

c. With respect to all Sema4 Personnel, Sema4 shall:

i. be responsible for the payment of all compensation in compliance with all applicable state and federal laws and regulations, as well as income tax and all withholdings, social security, FICA taxes, and insurance coverage, including workers' compensation coverage obligations, and any other employment requirements;

ii. ensure that all Sema4 Personnel performing Services have the requisite skill, training and qualifications to perform those Services; and ensure that all Sema4 Personnel comply with this Agreement, all applicable policies and procedures of the Mount Sinai Parties, and all applicable laws and regulations.

d. **Deliverables**. Sema4 shall submit each Deliverable to the Mount Sinai Parties for review and approval. If the Deliverable does not meet the applicable specifications, the Mount Sinai Parties will notify Sema4 in what respects the Deliverable is non-conforming and identify a reasonable date by which the corrected Deliverable is to be resubmitted. The Mount Sinai Parties shall have [***] days to evaluate a Deliverable. Within this evaluation period, the Mount Sinai Parties shall provide written notice of its: (i) acceptance of such Deliverable or (ii) rejection of such Deliverable, specifying the basis therefore. Sema4 shall have [***] days to cure any defect and resubmit the work product for acceptance and payment; provided, however, that the Mount Sinai Parties are under no obligation to accept such resubmitted Deliverable and shall provide written notice of its acceptance or rejection of the resubmitted Deliverable, as required above. The Mount Sinai Parties' failure to provide written notice of its rejection of a Deliverable will constitute acceptance of such Deliverable.

e. **Performance.** Sema4 shall comply with all laws and regulations applicable to this Agreement and the Services. Sema4 shall, and shall cause the Sema4 personnel to, perform the Services in a timely, competent, professional, and workmanlike manner and consistent with the highest industry standards.

f. **Fair Market Value; No Payment for Referrals.** Sema4 and the Mount Sinai Parties acknowledge and agree that the compensation set forth in each SOW was negotiated in good faith based on the fair market value for the Services, was not be determined in a manner that took into account the volume or value of any business generated between Sema4 and the Mount Sinai Parties, and does not obligate any Party to purchase, use, recommend, or arrange for the use of any product(s) of another Party or its affiliates. No consideration or amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral of patients between any of the Parties.

2. **Confidentiality**.

a. "**Confidential Information**" means information disclosed by either Party (as applicable, the "**Disclosing Party**") that such Disclosing Party owns or controls and maintains as confidential and discloses to the other Party (as applicable, the "**Receiving Party**") under this Agreement, including without limitation, any such information regarding finances, commercial strategies, products or services, research, and intellectual property that: (i) if disclosed in tangible form, is marked as "confidential" upon disclosure or (ii) if disclosed in intangible form, is summarized in a writing marked "confidential" and provided to Receiving Party within thirty (30) days of the intangible disclosure; *provided, however*, that failure to so mark or summarize Confidential Information shall not compromise or alter its confidential status if a reasonable person would recognize, based upon its content and/or the context of its disclosure, that such disclosure was intended as confidential. For clarity, Confidential Information includes the foregoing information of a third party in possession of a Disclosing Party, that such Disclosing Party has a legal right to disclose to the Receiving Party under terms of confidentiality as set forth herein.

b. Notwithstanding the foregoing, Confidential Information shall not include information that the Receiving Party demonstrates by written or electronic records: (i) was already in the Receiving Party's possession prior to disclosure by the Disclosing Party; (ii) is or later becomes a matter of public knowledge through no act or omission of the Receiving Party; (iii) is disclosed to the Receiving Party by a third party who had an apparent bona fide legal right to so disclose and who does so without imposing a confidential obligation with respect thereto; or (iv) is developed independently by the Receiving Party without use of, reference to or reliance on the Disclosing Party's Confidential Information.

c. **Restrictions; Maintenance of Confidentiality.** Each Receiving Party shall use each Disclosing Party's Confidential Information solely for the purposes of performing its obligations under this Agreement. Each Receiving Party shall protect the confidentiality of such Confidential Information and guard it from disclosure to third parties with at least the same degree of care it uses to protect the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care, and shall only disclose such Confidential Information to its directors, trustees, officers, employees, faculty, researchers, consultants, and advisors who are obligated

to maintain the confidential nature of such Confidential Information and who need to know such Confidential Information for the performance of the Party's obligations under this Agreement. Where permitted, third parties (*i.e.*, those who are not employees of such Party) to whom Receiving Party discloses the Disclosing Party's Confidential Information, shall only be permitted access to such Confidential Information if Receiving Party has entered into a legally binding confidentiality agreement with such third parties that is at least as protective of such Confidential Information as this Agreement. For clarity, Receiving Party shall be fully responsible to Disclosing Party for compliance by such third parties with such obligations. Notwithstanding the foregoing, the Receiving Party shall also be permitted to disclose Confidential Information to the extent required by applicable law, court order, or other governmental authority with jurisdiction provided that the Receiving Party promptly provides the Disclosing Party, to the extent legally permissible, with written notice of such requirement and cooperates, at the Disclosing Party's written request and expense, with the Disclosing Party's legal efforts to prevent or limit the scope of such required disclosure.

d. **Return; Remedies.** Upon termination of this Agreement or otherwise upon the Disclosing Party's request, the Receiving Party shall, at the Disclosing Party's option, destroy or return to the Disclosing Party the Confidential Information and all copies of all or any portion thereof in any tangible or intangible form whatsoever, unless the Receiving Party is expressly authorized by the Disclosing Party to continue to use such Confidential Information. For a period of five (5) years from receipt, the Receiving Party shall treat Confidential Information received in connection with this Agreement, provided that the Receiving Party will continue to comply with the terms of this Section for any retained Confidential Information. Each Party acknowledges that its disclosure of any of the Confidential Information without the Disclosing Party's prior written consent except as permitted hereunder would cause continuing, substantial and irreparable injury to the Disclosing Party and that the Disclosing Party's remedies at law for such disclosure shall not be adequate. Accordingly, the Parties agree that the Disclosing Party shall be entitled to seek immediate injunctive relief against the breach or threatened breach of the foregoing, and that such rights shall be in addition to, and not in limitation of, any other rights or remedies to which the Disclosing Party may be entitled at law or equity.

e. **PHI.** The Parties shall enter into a business associate agreement covering the use or disclosure of protected health information under this Agreement, which shall become part of this Agreement.

3. **Intellectual Property**.

a. Except as specifically set forth herein or in a SOW, in no event will this Agreement or its performance be interpreted as granting either Party any express or implied right, title or license to the other Party's Intellectual Property. As used herein, "**Intellectual Property**" means all technical information, inventions, developments, discoveries, software, know-how, methods, techniques, formulae, processes, and other proprietary

property, whether or not patentable or copyrightable, and "**Conceived**" means: (i) with respect to any patentable Intellectual Property, "conceived" as such term is defined by U.S. patent law; (ii) with respect to any copyrightable Intellectual Property, "authored" as such term is defined by U.S. copyright law; and (iii) with respect to all other Intellectual Property, developed, created or discovered, as applicable. Unless specifically agreed upon by the Parties in a SOW or separate written agreement, any Intellectual Property that is owned, controlled by, or licensed to any Party prior to the effective date of a given SOW, or outside the scope of a given SOW, as demonstrated by a Party's competent records ("**Background Intellectual Property**"), shall remain the sole property of the Party who owns or controls such Intellectual Property.

b. **Ownership of Intellectual Property**. Unless as otherwise agreed by the Parties in the applicable SOW, inventorship of any Intellectual Property Conceived—and, with respect to any patentable Intellectual Property, reduced to practice—in the performance of a Party's obligations under this Agreement, including improvements or modifications to Background Intellectual Property shall be determined in accordance with U.S. patent or copyright principles, as applicable, whether or not patentable or copyrightable. Except as specifically set forth herein or in a SOW, ownership of any such Intellectual Property shall vest solely in the Mount Sinai Parties.

c. Sema4 represents that the Deliverables shall not contain any Background or third party Intellectual Property, except with the express prior written consent of the Mount Sinai Parties, and that neither the Services nor the Deliverables infringe on the rights of any third party with regard to Intellectual Property. Except as specifically set forth herein or in a SOW, ownership of any Deliverables shall vest solely in the Mount Sinai Parties.

4. **Records.** Sema4 agrees to maintain and make available during this Agreement and for a period of four (4) years thereafter, upon the written request of the Mount Sinai Parties, the Secretary of the Department of Health and Human Services, the Comptroller General, or other applicable government authority, this Agreement, and any other books, records, data and documents that are necessary to certify the nature, performance, and extent of the Services furnished under this Agreement.

5. **Use of Name.** The Parties acknowledge and agree that this Agreement does not grant any Party the right to use any trademark of another Party without such Party's prior written consent,

6. EXCEPT FOR THIRD PARTY INDEMNIFICATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME) ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED ON CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE) OR OTHERWISE.

7. **Indemnification**.

a. The Mount Sinai Parties agree to indemnify Sema4, its affiliates, and its and their respective officers, directors, trustees, employees, subcontractors and agents (collectively, the "**Indemnified Parties**") against any and all claims, liabilities, and/or suits, including losses, damages, expenses, and reasonable attorneys' fees for defending those claims, liabilities, and/or suits (collectively, "**Claims**"), caused by: (i) their [***] or (ii) the [***] of the Mount Sinai Parties under this Agreement; provided that the Mount Sinai Parties shall have no indemnification obligation hereunder to the extent any Claim results from a Sema4 Indemnified Party's [***].

b. Sema4 agrees to indemnify the Mount Sinai Parties' Indemnified Parties against any and all Claims caused by: (i) Sema4's [***] under this Agreement, provided that Sema4 shall have no indemnification obligation hereunder to the extent any Claim results from the Mount Sinai Parties' Indemnified Party's [***], (ii) Sema4's [***], or (iii) any claim that the [***], including but not limited to [***]; provided that Sema4 shall have no indemnification obligation hereunder to the extent any Claim results from a Mount Sinai Party Indemnified Party's [***].

c. **Indemnification Procedure.** Each Party agrees to provide the other Party with prompt notice of any demand, claim, cause of action or suit to which these indemnification provisions apply. The indemnifying Party shall have the exclusive right to control the defense of any such demand, claim or suit, including choice of counsel and any settlement thereof, provided that, as a condition of such control, the indemnifying Party shall first provide written confirmation that it will fully defend and indemnify the indemnitee in this and all related matters.

d. **Settlement; Cumulative Remedies.** No settlement by an indemnifying Party on behalf of any Indemnified Parties, shall acknowledge or implicate any liability, fault, or wrongdoing on the part of such Indemnified Party without such Indemnified Party's prior written consent. The indemnifying Party shall not settle or compromise any claim or action giving rise to liabilities in a manner that imposes any restrictions or obligations on the Indemnified Party, or grants any rights to affecting the Indemnified Party, without the Indemnified Party's prior written consent.

8. **Term and Termination**.

a. The term of this Agreement shall be one (1) year from the Effective Date (the "**Initial Term**") and be automatically renewed for successive one-year terms upon the same terms and conditions as set forth herein (the Initial Term, together with all renewal terms shall be referred to herein as the "**Term**"), unless either Party gives the other Parties at least thirty (30) days' prior written notice of its intent not to renew the term hereof.

b. Either Party may terminate this Agreement or an SOW (except as set forth in such SOW) without cause upon sixty (60) days' prior written notice to the other Parties.

c. Either Party may terminate this Agreement or an SOW: (i) as set forth in an SOW with regard to that SOW, (ii) in the event of a [***], which [***], (iii) effective immediately if the other Party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, assignment for the benefit of creditors, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other Party, and such proceeding is not dismissed within ninety (90) days.

d. The Mount Sinai Parties may terminate effective immediately if Sema4 experiences a change of control event where there is a change in the individuals or entities with the power to direct the management and policies of Sema4, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise, and among other circumstances, if ISMMS's ownership interest in Sema4 decreases to less than 51% of the total outstanding shares of Sema4's voting securities.

e. **Effect of Termination**. Termination of this Agreement will not affect the rights and obligations of the Parties accrued prior to termination hereof. In the event of any termination or expiration of this Agreement, the Parties shall cooperate to effect a transition of the Services. The provisions of Sections 2, 3, 4, 5, 6, 7, 8(e), and 9-16 shall survive the termination or expiration of this Agreement.

9. **Representations**.

a. Sema4 represents, warrants, and covenants that:

i. it has obtained and will continue to maintain any consent, approval, credential, certification, authorization, or license required in connection with the execution, delivery and performance of this Agreement;

ii. neither it nor the Sema4 Personnel: (a) has been convicted of or charged with a criminal offense related to health care (unless it has been reinstated to participation in Medicare after being excluded because of the conviction), or (b) is excluded, debarred, or otherwise ineligible for participation in any government health care program or government payment program, and it will notify the Mount Sinai Parties in writing immediately if any of the foregoing should occur, and the Mount Sinai Parties may immediately terminate the whole or any part of this Agreement, receive a refund of all compensation paid and pursue any other remedies available at law or in equity.

10. **Insurance.**

a. Sema4 shall procure and maintain at its sole expense such insurance covering Sema4's performance under this Agreement, including but not limited to the following:

i. Occurrence based commercial general liability insurance, including, without limitation, coverage for bodily and/or personal injury and death,

property damage (including loss of property and use of property), and contractual liability, with separation of insureds, the Mount Sinai Parties named as additional insureds on a primary and non-contributory basis and limits of not less than $[***] each occurrence and $[***] in the aggregate.

ii. Errors and omissions insurance with limits of not less than $[***] each occurrence and $[***] in the aggregate.

iii. Workers compensation insurance as required by applicable law and employer's liability insurance with limits of not less than $[***] per accident.

iv. Occurrence based cyber insurance (including security and privacy) with limits of not less than $[***] each occurrence and $[***] in the aggregate.

b. Sema4 shall purchase tail coverage if any claims made coverage is discontinued or terminated at any time during or after the term of this Agreement.

c. Upon the request of the Mount Sinai Parties, Sema4 agrees to provide a current and valid Certificate of Insurance evidencing their insurance coverage described above. Any material modification or alteration in such coverage shall be promptly communicated to Mount Sinai Parties in writing at least thirty (30) days in advance.

11. **Governing Law**. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of New York, without giving effect to any conflicts of laws principles. The Parties hereby irrevocably submit to the exclusive jurisdiction of and venue in any state or federal courts located within New York County in the State of New York with respect to any and all disputes concerning or otherwise arising under this Agreement.

12. **Assignment**. Neither this Agreement nor any right or obligation hereunder may be assigned or otherwise transferred (whether voluntarily, by operation of law or otherwise), without the prior express written consent of the other party. No permitted assignment will relieve the assigning Party of responsibility for the performance of any obligations that accrued prior to such assignment, and any permitted assignee shall assume all obligations of its assignor under this Agreement. Any prohibited assignment of this Agreement or any rights, and any prohibited delegation of any obligations hereunder, will be null and void.

13. **Severability**. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

14. **Notices**. Each Party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed below by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

15. **Waiver**. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16. **Counterparts**. This Agreement may be executed in one or more counterparts and by facsimile or pdf, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

17. **Entire Agreement**. This Agreement is the final, complete and exclusive agreement of the parties and supersedes and merges all prior or contemporaneous discussions between the Parties with respect to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by a duly authorized officer of each Party.

18. **Independent Contractors**. The Parties agree that this Agreement creates an independent contractor relationship. Neither Party has the authority to bind the other Party without the express written authorization of the other Party. Neither this Agreement, nor any terms and conditions contained herein, may be construed as creating or constituting an employer-employee, franchisor-franchisee, partnership, joint venture or agency relationship between the Parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative,

AGREED:
MOUNT SINAI GENOMICS, INC.

By: /s/ Matthew Rosamond

Name: Matthew Rosamond

Title: CFO

Date: 4/2/2018

AGREED:
ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI

By: /s/ Stephen Harvey

Name: Stephen Harvey

Title: Sr. VP Finance

Date: 4/6/18

AGREED:
THE MOUNT SINAI HOSPITAL

By: /s/ Michael Pastier

Name: Michael Pastier

Title: Sr. V.P. – Finance

Date: 4/6/18

AGREED:
BETH ISRAEL MEDICAL CENTER

By: /s/ Michael Pastier

Name: Michael Pastier

Title: Sr. V.P. – Finance

Date: 4/6/18

AGREED:
ST. LUKE'S–ROOSEVELT HOSPITAL CENTER

By: /s/ Michael Pastier

Name: Michael Pastier

Title: Sr. V.P. – Finance

Date: 4/6/18

AGREED:
THE NEW YORK EYE AND EAR INFIRMARY

By: /s/ Michael Pastier

Name: Michael Pastier

Title: Sr. V.P. – Finance

Date: 4/6/18

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT (CLINICAL)

THIS FIRST AMENDMENT (this "First Amendment"), effective as of July 31, 2019 (the "First Amendment Effective Date"), is made by and between Mount Sinai Genomics, d/b/a Sema4 and having a business address of 333 Ludlow Street, Stamford, CT 06902 ("Sema4"), and Icahn School of Medicine at Mount Sinai, a not-for-profit New York education corporation with a principal business address of One Gustave L. Levy Place, New York, NY 10029 ("ISMMS"), The Mount Sinai Hospital ("MSH"), Beth Israel Medical Center ("BIMC"), St. Luke's-Roosevelt Hospital Center ("SLR"), and The New York Eye and Ear Infirmary ("NYEE") (collectively, the "Mount Sinai Parties"). Sema4 and the Mount Sinai Parties are also at times herein referenced individually as "Party" or jointly as the "Parties."

WHEREAS, the Parties entered into the Master Services Agreement, effective as of April 2, 2018 (the "Agreement") under which Sema4 would provide services to the Mount Sinai Parties in connection with their clinical operations; and

WHEREAS, the Parties wish to amend certain provisions of the Agreement in accordance with the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

19. DEFINITIONS.

For the purposes of this First Amendment, capitalized words and phrases not otherwise defined herein shall have the meanings set forth in the Agreement.

20. AMENDMENTS TO THE AGREEMENT.

Section 8 "Term and Termination". Section 8(d) is hereby deleted in its entirety and replaced with the following:

> **Termination by Mount Sinai Parties in Event of Assignment**. In the event this Agreement is assigned by Sema4 during the Term as permitted by Section 12 to a Non-Approved Person, the Mount Sinai Parties shall have the right to terminate this Agreement upon written notice to Sema4 effective as of the date of the assignment. "Non-Approved Person" means: (i) a [***], (ii) a [***], (iii) a [***] or (iv) a third party that controls, is controlled by or is under common control with any third party described in clause (i), (ii), or (iii).

Section 12 "Assignment". Section 12 is hereby deleted in its entirety and replaced with the following:

> Neither this Agreement nor any right or obligation hereunder may be assigned or otherwise transferred (whether voluntarily, by operation of law or otherwise), without the prior express written consent of the other party; provided that: (i) the Mount Sinai Parties may assign this Agreement to another entity that is controlled by the Mount Sinai Parties or in connection with a reorganization, merger or sale of substantially all of such Party's assets relating to the subject matter hereto on

reasonable advance notice to Sema4; and provided further that (ii) Sema4 may assign this Agreement to another entity that is controlled by Sema4 or in connection with a reorganization, merger or sale of substantially all of Sema4's assets on reasonable advance notice to the Mount Sinai Parties, provided, however, that Sema4 may not assign this Agreement to any Prohibited Person. "Prohibited Person" means any third party that: (A) has been convicted of a criminal offense related to health care; (B) is currently listed by a federal or state agency as debarred, excluded, or otherwise ineligible for participation in federally or state funded health care programs; (C) is on the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals and Blocked Persons List, or from a nation actively sanctioned by OFAC, as indicated by the U.S. Department of the Treasury, or (D) controls, is controlled by or is under common control with any third party that meets the criteria in subsections (A), (B), or (C). No permitted assignment will relieve the assigning Party of responsibility for the performance of any obligations that accrued prior to such assignment, and except as set forth otherwise in Section 8(d), any permitted assignee shall assume all obligations of its assignor under this Agreement. Any prohibited assignment of this Agreement or any rights, and any prohibited delegation of any obligation s hereunder, will be null and void.

21. AMENDMENT EFFECTIVENESS.

This First Amendment shall be effective, and the Agreement shall be deemed to be amended as set forth herein, on the date hereof.

22. MISCELLANEOUS.

Counterparts. This First Amendment may be executed in any number of counterparts and by the Parties on separate counterparts. Each counterpart shall constitute an original of this First Amendment, but together the counterparts shall constitute one document.

Full Force and Effect. All of the provisions of the Agreement shall remain in full force and effect as so amended. If any term or provision of this First Amendment shall be deemed prohibited by or invalid under any applicable law, such provision shall be invalidated without affecting the remaining provisions of this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment by their duly authorized officers as of Amendment Effective Date.

Mount Sinai Genomics, Inc.

By: /s/ Matthew Rosamond
Name: Matthew Rosamond
Title: CFO
Date: 7/30/2019

St. Luke's – Roosevelt Hospital Center.

By: /s/ Kenneth L. Davis, MD
Name: Kenneth L. Davis, MD
Title: President and CEO
Date: 7/31/2019

Icahn School of Medicine at Mount Sinai

By: /s/ Kenneth L. Davis, MD
Name: Kenneth L. Davis, MD
Title: President and CEO
Date: 7/31/2019

The New York Eye and Ear Infirmary

By: /s/ Kenneth L. Davis, MD
Name: Kenneth L. Davis, MD
Title: President and CEO
Date: 7/31/2019

The Mount Sinai Hospital

By: /s/ Kenneth L. Davis, MD
Name: Kenneth L. Davis, MD
Title: President and CEO
Date: 7/31/2019

Beth Israel Medical Center

By: /s/ Kenneth L. Davis, MD
Name: Kenneth L. Davis, MD
Title: President and CEO
Date: 7/31/2019

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

MASTER SERVICES AGREEMENT

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

This master services and collaboration agreement (this "**Agreement**"), effective as of the date of the last signature below (the "**Effective Date**"), is between Mount Sinai Genomics, Inc., d/b/a Sema4, a Delaware corporation having a principal business address at 1425 Madison Avenue, New York, NY 10029 ("**Sema4**"), and Icahn School of Medicine at Mount Sinai, a not-for-profit New York education corporation with a principal business address of One Gustave L. Levy Place, New York, NY 10029 ("**ISMMS**"). The parties hereto are also referenced herein individually as "**Party**" or jointly as the "**Parties**."

WHEREAS, Sema4 is a health information company that operates two CLIA-certified laboratories, and ISMMS wishes to retain Sema4 to perform certain Services (as set forth below); and

WHEREAS, this Agreement is made for the benefit of both Parties and in anticipation of a robust collaborative relationship between ISMMS and Sema4.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sema4 and ISMMS hereby agree as follows:

AGREEMENT

1. **Services**.

   a. Upon mutual agreement of the Parties, the Parties shall execute statements of work (each a "**SOW**") setting forth the specific obligations of each Party and the specific research services to be performed by Sema4 under each SOW (the "**Services**"). Each SOW shall be deemed a supplement to this Agreement, and, in the event of a conflict between this Agreement and SOW, unless otherwise indicated in the applicable SOW that is executed by both Parties, the terms of this Agreement shall control. Each SOW shall set forth all matters deemed appropriate by ISMMS and Sema4 and, in any event, set forth at minimum:

      i. a description of the Services to be covered by the SOW;

      ii. the timeline for Sema4's performance of the Services;

      iii. the fees and expenses associated with Sema4's performance of the Services, and the terms of payment thereof;

      iv. the format of deliverables and/or results associated with the Services that Sema4 will provide to ISMMS;

      v. Sema4's obligations and standard of care with regard to performing the Services and the handling and storing of samples provided by ISMMS in connection with the Services, if any;

vi. ISMMS's right to require retesting and correction of errors by Sema4, if applicable;

vii. Sema4's duty to maintain records and to account to ISMMS; and

viii. Any other relevant and/or necessary terms, as agreed by the Parties.

b. Upon the execution of a SOW, Sema4 shall use its best efforts to provide the Services in accordance with the terms of this Agreement and the applicable SOW, to keep ISMMS reasonably advised of the progress of the Services, and to maintain complete and accurate laboratory records and store all documents, data, and samples used or produced in connection with the Services in a reasonably safe and secure manner and in accordance with its established practices and all applicable laws and regulations.

c. In connection with the Services, ISMMS shall be responsible for the following, unless otherwise agreed in writing by the Parties: (i) ensuring that the collection and sharing of any samples to be used in the Services for research purposes was approved or exempted by the relevant Institutional Review Board and authorized by donors under informed consent in accordance with federal, state and local laws and regulations which address protection of human subjects in research, including 45 CFR part 46 and (ii) transferring to Sema4 the samples to be used in the Services.

d. **Fair Market Value; No Payment for Referrals**. Sema4 and ISMMS acknowledge and agree that the compensation set forth in each SOW shall represent the fair market value for the Services and will not be determined in a manner that takes into account the volume or value of any business otherwise generated between Sema4 and ISMMS and shall not obligate Sema4 to purchase, use, recommend, or arrange for the use of any product(s) of ISMMS or its affiliates.

2. **Confidentiality**.

a. "**Confidential Information**" means information disclosed by either Party (as applicable, the "**Disclosing Party**") that such Disclosing Party owns or controls and maintains as confidential and discloses to the other Party (as applicable, the "**Receiving Party**") under this Agreement, including without limitation, any such information regarding finances, commercial strategies, products or services, research, and intellectual property that: (i) if disclosed in tangible form, is marked as "confidential" upon disclosure or (ii) if disclosed in intangible form, is summarized in a writing marked "confidential" and provided to Receiving Party within thirty (30) days of the intangible disclosure; *provided, however,* that failure to so mark or summarize Confidential Information shall not compromise or alter its confidential status if a reasonable person would recognize, based upon its content and/or the context of its disclosure, that such disclosure was intended as confidential. For clarity, Confidential Information includes the foregoing

information of a third party in possession of a Disclosing Party, that such Disclosing Party has a legal right to disclose to the Receiving Party under terms of confidentiality as set forth herein.

b. Notwithstanding the foregoing, Confidential Information shall not include information that the Receiving Party demonstrates by written or electronic records: (i) was already in the Receiving Party's possession prior to disclosure by the Disclosing Party; (ii) is or later becomes a matter of public knowledge through no act or omission of the Receiving Party; (iii) is disclosed to the Receiving Party by a third party who had an apparent bona fide legal right to so disclose and who does so without imposing a confidential obligation with respect thereto; or (iv) is developed independently by the Receiving Party without use of, reference to, or reliance on the Disclosing Party's Confidential Information.

c. **Restrictions; Maintenance of Confidentiality**. Each Receiving Party shall use each Disclosing Party's Confidential Information solely for the purposes of performing its obligations under this Agreement. Each Receiving Party shall protect the confidentiality of such Confidential Information and guard it from disclosure to third parties with at least the same degree of care it uses to protect the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care, and shall only disclose such Confidential Information to its directors, trustees, officers, employees, faculty, researchers, consultants, and advisors who are obligated to maintain the confidential nature of such Confidential Information and who need to know such Confidential Information for the performance of A Party's obligations under this Agreement. Where permitted, third parties (*i.e.*, those who are not employees of such Party) to whom Receiving Party is permitted to disclose the Disclosing Party's Confidential Information, who are not employees of Receiving Party (such as consultants and advisors of Receiving Party), shall only be permitted access to such Confidential Information if Receiving Party has entered into a legally binding confidentiality agreement with such third parties that is at least as protective of such Confidential Information as this Agreement. For clarity, Receiving Party shall be fully responsible to Disclosing Party for compliance by such third parties with such obligations. Notwithstanding the foregoing, the Receiving Party shall also be permitted to disclose Confidential Information to the extent required by applicable law, court order, or other governmental authority with jurisdiction provided that the Receiving Party promptly provides the Disclosing Party, to the extent legally permissible, with written notice of such requirement and cooperates, at the Disclosing Party's written request and expense, with the Disclosing Party's legal efforts to prevent or limit the scope of such required disclosure.

d. **Survival of Confidentiality**. For a period of five (5) years from receipt, the Receiving Party shall treat Confidential Information received in connection with this Agreement.

3. **Intellectual Property**.

   a. Except as specifically set forth herein or in a SOW, in no event will this Agreement or its performance be interpreted as granting either Party any express or implied right, title or license to the other Party's Intellectual Property. As used herein, "**Intellectual Property**" means all technical information, inventions, developments, discoveries, software, know-how, methods, techniques, formulae, processes, and other proprietary property, whether or not patentable or copyrightable, and "**Conceived**" means: (i) with respect to any patentable Intellectual Property, "conceived" as such term is defined by U.S. patent law; (ii) with respect to any copyrightable Intellectual Property, "authored" as such term is defined by U.S. copyright law; and (iii) with respect to all other Intellectual Property, developed, created or discovered, as applicable. Unless specifically agreed upon by the Parties in a SOW or separate written agreement, any Intellectual Property that is owned, controlled by, or licensed to either Party to this Agreement prior to the effective date of a given SOW, or outside the scope of a given SOW, as demonstrated by a Party's competent records ("**Background Intellectual Property**"), shall remain the sole property of the Party who owns or controls such Background Intellectual Property.

   b. **Ownership of Intellectual Property**. Unless as otherwise agreed by the Parties in the applicable SOW, inventorship of any Intellectual Property Conceived—and, with respect to any patentable Intellectual Property, reduced to practice—in the performance of a Party's obligations under this Agreement, including improvements or modifications to Background Intellectual Property shall be determined in accordance with U.S. patent or copyright principles, as applicable, whether or not patentable or copyrightable, and ownership of any such Intellectual Property shall vest solely in ISMMS.

   c. **Ownership of Results**. Unless as otherwise agreed by the Parties in the applicable SOW, Mount Sinai will own and solely control all results, data, and information that result from Sema4's performance of the Services ("**Results**"). Sema4 will not have any ownership or use rights in Results and will not use Results for any purpose other than performance of the Services.

4. **Use of Name**. Unless otherwise agreed by the Parties in writing, Mount Sinai will not use Sema4's name without Sema4's prior written consent, except that, without such consent, Mount Sinai may acknowledge Sponsor in scientific publications as appropriate per scientific custom and in listings of research projects. Unless otherwise agreed by the Parties in writing, Sponsor shall not use Mount Sinai's logo, name or the name of any Mount Sinai trustee, officer, faculty member, student, or employee, or any adaptation thereof, without Mount Sinai's prior written consent. In cases where Mount Sinai has given such consent, Sponsor agrees to cooperate with Mount Sinai with respect to any conditions or limitations imposed upon such name usage.

5. NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT, THE SERVICES, AND ANY INTELLECTUAL PROPERTY RESULTING THEREFROM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME) ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED ON CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE) OR OTHERWISE.

6. **Indemnification**.

a. ISMMS agrees to indemnify Sema4, its affiliates, and its and their respective officers, directors, trustees, employees, subcontractors and agents (collectively, the "**Indemnified Parties**") against any and all claims, liabilities, and/or suits, including losses, damages, expenses, and reasonable attorneys' fees for defending those claims, liabilities, and/or suits (collectively, "**Claims**"), in connection with: (i) ISMMS's [***] or (ii) [***] of ISMMS; provided that ISMMS shall have no indemnification obligation hereunder to the extent any Claim results from a ISMMS Indemnified Party's [***].

b. Sema4 agrees to indemnify the ISMMS Indemnified Parties against any and all Claims caused by: (i) Sema4's [***], or (ii) [***] of ISMMS; provided that Sema4 shall have no indemnification obligation hereunder to the extent any Claim results from a ISMMS Indemnified Party's [***].

c. **Indemnification Procedure**. Each Party agrees to provide the other Party with prompt notice of any demand, claim, cause of action or suit to which these indemnification provisions apply. The indemnifying Party shall have the exclusive right to control the defense of any such demand, claim or suit, including choice of counsel and any settlement thereof, provided that, as a condition of such control, the indemnifying Party shall first provide written confirmation that it will fully defend and indemnify the indemnitee in this and all related matters.

d. **Settlement; Cumulative Remedies**.

i. No settlement by an indemnifying Party on behalf of the other Party, or such Party's faculty, students, employees, trustees, officers, affiliates, and agents, shall acknowledge or implicate any liability, fault, or wrongdoing on the part of such Party without such Party's prior written consent. The indemnifying Party shall not settle or compromise any claim or action giving rise to liabilities in a manner that imposes any restrictions or obligations on the other Party, or such Party's faculty, students, employees, trustees, officers, affiliates, and agents, or grants any rights to any Intellectual Property, including

Background Intellectual Property, without the indemnified Party's prior written consent.

ii. If an indemnifying Party declines to assume the defense of any claim or action within thirty (30) days after receiving notice of the claim or action (which failure shall constitute a material breach by such indemnifying Party), then the indemnified Party may assume the defense of such claim or action for the account of and at the risk of the indemnifying Party, and any liabilities related to such claim or action and the defense thereof shall be conclusively deemed a liability of such indemnifying Party. The indemnification rights of the Indemnified Parties under this Article 6 are in addition to all other rights that any indemnified Party may have at law, in equity, or otherwise.

7. **Term and Termination**.

a. The term of this Agreement shall be three (3) years from the Effective Date (the "**Initial Term**") and be automatically renewed for successive one-year terms upon the same terms and conditions as set forth herein (the Initial Term, together with all renewal terms shall be referred to herein as the "**Term**"), unless either Party gives the other Party at least thirty (30) days' written notice of its intent not to renew the term hereof.

b. Either Party may terminate this Agreement: (i) as set forth in an SOW with regard to that SOW, (ii) in the event of [***], which [***], or (iii) effective immediately if the other Party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, assignment for the benefit of creditors, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other Party, and such proceeding is not dismissed within ninety (90) days.

c. ISMMS may terminate effective immediately if Sema4 experiences a change of control event where the power to direct the management and policies of Sema4, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise, and among other circumstances, if Mount Sinai's ownership interest in Sema4 decreases to less than 51% of the total outstanding shares of Sema4's voting securities.

d. **Effect of Termination**. Termination of this Agreement will not affect the rights and obligations of the Parties accrued prior to termination hereof. The provisions of Sections 2, 3, 5, 6, 8, 9, and 11-16 shall survive the termination or expiration of this Agreement.

8. **Representations; HIPAA Compliance; Insurance**.

a. Each Party represents that:

i. the execution, delivery and performance of this Agreement by it, and the grant by it of the rights granted by it herein, are within its corporate powers and have been duly authorized by all necessary corporate and other action;

ii. no consent, approval, authorization of, license from, or declaration or filing with, any public or governmental authority, and no consent of any other person, firm or entity, is required in connection with the execution, delivery and performance of this Agreement and the grant by it of the rights granted by it herein, except for those already duly obtained;

iii. this Agreement has been duly executed by it;

iv. there is no pending or, to its knowledge, threatened litigation involving it that would affect this Agreement or its ability to perform its obligations hereunder or the grant by it of the rights granted by it herein; and

v. the execution, delivery and performance by it of this Agreement, and the grant by it of the rights granted by it herein, do not and will not conflict with, or constitute a violation or breach of, or constitute a default under, or result in the creation or imposition of any lien upon any of its properties, by reason of the terms of: (A) any judgment, mortgage, encumbrance, lease, indenture, agreement or other instrument to which it is a party or which is binding upon it, (B) any requirement of law applicable to it, or (C) its Certificate or Articles of Incorporation, By-Laws or other organizational documents.

b. For clarity, the representations set forth in Sections 8(a) above and 8(e) below shall survive the execution and delivery of this Agreement.

c. Each Party covenants that it shall perform its obligations under this Agreement in compliance in all material respects with all relevant laws and regulations, including laws controlling the export of technical data, computer software, laboratory prototypes, and all other export controlled commodities.

d. Unless specifically agreed by the Parties in the applicable SOW, neither Party will disclosed any protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (as amended) in the performance of this Agreement; all information disclosed, to the extent applicable, shall be de-identified prior to disclosure, consistent with HIPAA and any applicable state legal definitions of de-identification, and neither Party will make any attempt at re-identification. If either Party discovers that any protected health information

has been inadvertently disclosed by the other Party, the receiving Party shall immediately notify the disclosing Party and shall hold such information strictly confidential, use it for no purpose whatsoever, and follow the disclosing Party's directions, at the disclosing Party's expense, with respect to the return or destruction (and certification of such destruction) of such information.

e. Each Party agrees to maintain commercial general liability and professional liability insurance or self-insurance in amounts adequate to cover their respective acts and omissions. The Parties agree that such coverage for professional liability shall be, at a minimum, $[***] per claim and $[***] in the annual aggregate. The Parties agree that such coverage for commercial general liability shall be, at a minimum, $[***] per claim and $[***] in the annual aggregate. In the event that any coverage is "claims made," the Party with such coverage agrees that if the coverage is discontinued or terminated at any time during or after the term of this Agreement, it shall purchase extended reporting insurance ("tail coverage") to cover all claims made regarding its services under this Agreement. For clarity, this section shall survive termination of this Agreement.

f. Upon the request of the other, each Party agrees to furnish each other with a current and valid Certificate of Insurance, or proof of adequate self-insurance, evidencing their insurance coverage described above. Any material modification or alteration in such coverage shall be promptly communicated to the other Party.

9. **Governing Law**. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of New York, without giving effect to any conflicts of laws principles. The Parties hereby irrevocably submit to the exclusive jurisdiction of and venue in any state or federal courts located within the New York County in the State of New York with respect to any and all disputes concerning or otherwise arising under this Agreement.

10. **Assignment**. Neither this Agreement nor any right or obligation hereunder may be assigned or otherwise transferred (whether voluntarily, by operation of law or otherwise), without the prior express written consent of the other party, except that either Party may assign this Agreement (and the rights and duties hereunder) to another entity that is controlled by such Party or in connection with a reorganization, merger or sale of substantially all of such Party's assets relating to the subject matter hereof.

11. No permitted assignment will relieve the assigning Party of responsibility for the performance of any obligations that accrued prior to such assignment, and any permitted assignee shall assume all obligations of its assignor under this Agreement. Any prohibited assignment of this Agreement or any rights, and any prohibited delegation of any obligations hereunder, will be null and void.

12. **Severability**. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13. **Notices**. Each Party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed below by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14. **Waiver**. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15. **Counterparts**. This Agreement may be executed in one or more counterparts and by facsimile or pdf, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

16. **Entire Agreement**. This Agreement is the final, complete and exclusive agreement of the parties and supersedes and merges all prior or contemporaneous discussions between the Parties with respect to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by a duly authorized officer of each Party.

17. **Independent Contractors**. The Parties agree that this Agreement creates an independent contractor relationship. Neither Party has the authority to bind the other Party without the express written authorization of the other Party. Neither this Agreement, nor any terms and conditions contained herein, may be construed as creating or constituting an employer-employee, franchisor-franchisee, partnership, joint venture or agency relationship between the Parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as of the Effective Date.

AGREED:	AGREED:
MOUNT SINAI GENOMICS, INC.	**ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI**
By: /s/ Matthew Rosamond	By: /s/ Sybil Lombillo
Name: Matthew Rosamond	Name Printed: Sybil Lombillo
Title: CFO	Title: Managing Director, IP, Contracts & Licensing
Date: 5/10/2018 | 9:09 AM EDT	Date: 5/9/2018 | 11:31 AM EDT

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

AMENDMENT NO. 1 TO MASTER SERVICES AGREEMENT

This Amendment No.1 to Master Services Agreement (the "**First Amendment**"), effective as of July 31, 2019 (the "**First Amendment Effective Date**"), is entered into by and between Icahn School of Medicine at Mount Sinai, a New York not-for-profit education corporation, having a principal place of business at One Gustave L. Levy Place, New York, NY 10029 ("**ISMMS**") and Mount Sinai Genomics, Inc., d/b/a Sema4 and having a business address of 333 Ludlow Street, Stamford, CT 06902 ("**Sema4**").

WHEREAS, Mount Sinai and Sema4 entered into a Master Services Agreement with an effective date of May 10, 2018 (the "**Agreement**");

WHEREAS, the parties intend to amend the Agreement for the purpose of updating the termination and assignment provisions in accordance with the terms herein;

NOW THEREFORE, in consideration of the mutual obligations in this Amendment and for other good consideration, the receipt and sufficiency of which are hereby acknowledged, ISMMS and Sema4 hereby agree as follows:

1. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. Section 7.c. shall be deleted in its entirety and hereby replaced with the following:

In the event this Agreement is assigned by Sema4 during the Term as permitted by Section 10 to a Non-Approved Person, Mount Sinai shall have the right to terminate this Agreement upon written notice to Sema4 effective as of the date of the assignment. "**Non-Approved Person**" means: (i) a [***], (ii) a [***], (iii) a [***] or (v) a Third Party that controls, is controlled by, or is under common control with any Third Party described in the clause (i), (ii), or (iii). "**Third Party**" means any person or entity other than a Party or a subsidiary of a Party that has assumed the relevant obligations of such Party under this Agreement and the obligations of which subsidiary are guaranteed in writing by such Party.

3. Section 10 shall be deleted in its entirety and hereby replaced with the following:

Assignment. Neither this Agreement nor any right or obligation hereunder may be assigned or otherwise transferred (whether voluntarily, by operation of law, or otherwise), without the prior express written consent of the other Party; provided that: (i) ISMMS may assign this Agreement to another entity that is controlled by ISMMS or in connection with a reorganization, merger, or sale of substantially all of ISMMS's assets relating to the subject matter hereto on a reasonable advance notice to Sema4; and further provided that (ii) Sema4 may assign this Agreement to another entity that is controlled by Sema4 or in connection with a reorganization, merger, or sale of substantially all of Sema4's assets on a reasonable advance notice to ISMMS, provided, however, that Sema4 may not assign this Agreement to any Prohibited Person. "**Prohibited Person**" means any Third Party that: (A) has been convicted of a criminal offense related to health care; (B) is currently listed by a federal or state agency as debarred, excluded, or otherwise ineligible for participation in federally or state funded health care programs; (C) is on the Office of Foreign Asset Control's (OFAC)

Specially Designate Nationals and Blocked Persons List, or from a nation actively sanction by OFAC, as indicated by the U.S. Department of the Treasury, or (D) controls, is controlled by or is under common control with any Third Party that meets the criteria in subsections (A), (B), or (C). No permitted assignment will relieve the assigning Party of responsibility for the performance of any obligations that accrued prior to such assignment, and except as set forth otherwise in Section 7.c., any permitted assignee shall assume all obligations of its assignor under this Agreement. Any prohibited delegation of any obligations hereunder, will be null and void.

4. All other terms and conditions to the Agreement remain unchanged and in full force and effect except to the extent modified by the terms and conditions of this Amendment. The Agreement, as modified by this First Amendment, contains the entire understanding of the parties with respect to the subject matter contemplated herein.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment.

AGREED AND ACCEPTED:

ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI		MOUNT SINAI GENOMICS, INC.	
By:	/s/ Erik Lium	By:	/s/ Matthew Rosamond
Name:	Erik Lium	Name:	Matthew Rosamond
Title:	Executive Vice President	Title:	CFO
Date:	7/31/2019 | 2:20 PM EDT	Date:	8/1/2019

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

DATA STRUCTURING AND CURATION AGREEMENT

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

This Data Structuring and Curation Agreement (this "**Agreement**"), effective as of August 1, 2019 (the "**Effective Date**"), is between, on the one hand, Mount Sinai Genomics, Inc., d/b/a Sema4, a Delaware corporation having a business address at 333 Ludlow St., Stamford, CT 06902 ("**Sema4**"), and on the other hand, Icahn School of Medicine at Mount Sinai, a not-for-profit New York education corporation with a principal business address of One Gustave L. Levy Place, New York, NY 10029 ("**ISMMS**"), The Mount Sinai Hospital ("**MSH**"), Beth Israel Medical Center ("**BIMC**"), St. Luke's-Roosevelt Hospital Center (**SLR**"), and The New York Eye and Ear Infirmary ("**NYEE**") (each a "**Hospital**" and collectively (the "**Mount Sinai Hospitals**"), ISMMS and the Mount Sinai Hospitals shall collectively be referred to as the "**Mount Sinai Parties;**" each of Sema4 and the Mount Sinai Parties are also sometimes referred to herein individually as "**Party**" or jointly as the "**Parties**."

WHEREAS, each of the Mount Sinai Parties are part of the Mount Sinai Health System (the "**Mount Sinai System**"), which is in the process of developing and launching a Genetic Health Initiative founded on the belief that with better data, clinicians can provide better care to patients;

WHEREAS, Sema4 has demonstrated in specific clinical applications, such as reproductive health and oncology, that improved data may enhance patients' health and enable the development of predictive models that may be of clinical value, and Sema4 and the Mount Sinai Parties believe that similar benefits can be brought to the patients and clinicians of the Mount Sinai Parties across a range of health conditions and indications through a progressive program of structuring clinical data that is housed in various clinical datasets developed and maintained by one or more of the Mount Sinai Parties, including the Mount Sinai Data Warehouse ("**MSDW**");

WHEREAS, Sema4 wishes to provide, and the Mount Sinai Parties wish to avail themselves of, certain data structuring services including the development of a genomic health enterprise platform for each of the Mount Sinai Parties, which Services are anticipated to entail expenditure of material resources by Sema4;

WHEREAS, [***] Sema4's performance of the Services, the Mount Sinai Parties are willing to allow Sema4 [***] in accordance with this Agreement;

WHEREAS, Sema4 and the Mount Sinai Parties are parties to that certain Business Associate Addendum (the "**BAA**"), effective as of April 2, 2018, as amended, and this Agreement is an "Underlying Agreement" as defined in the BAA;

WHEREAS, Sema4 is the subject of a formal report confirming Sema4's data security capabilities, and ISMMS and Sema4 are concurrently entering into an agreement for Sema4 to provide sequencing services to ISMMS for the BioMe Biobank (as defined herein); and

WHEREAS, this Agreement is part of a continuum of agreements designed to keep the Mount Sinai Parties and the Mount Sinai System in the forefront of genomic medicine worldwide in a manner that is patient-centered, fully coordinated with clinicians and founded on respect for confidentiality of patient data and informed patient choice, and each of the Parties under such continuum of agreements hereto believe that the services provided by Sema4 to the Mount Sinai Parties will be of value in both the clinical and research activities of the Mount Sinai Parties.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sema4 and the Mount Sinai Parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

Capitalized terms not otherwise defined in this Agreement shall have the following meanings:

"Applicable Cure Period" with respect to any breach by Sema4 on the one hand or a Mount Sinai Party on the other hand means a [***] cure period determined by the [***] (*i.e.*, [***]) taking into account the [***] of the breach, with the understanding that the following cure periods shall be deemed [***] for purposes of this Agreement and the cure period [***] shall not be [***] the applicable following periods: (i) for any breach [***], [***] days after the breaching party receives notice of the breach from the non-breaching party, (ii) where a [***] has been breached, a period of [***] days after the due date of the [***]; provided, however, that, with respect to the first breach of a [***] relating to [***], if Sema4 is making [***] efforts to cure the breach, at Sema4's request, Sema4 shall be entitled to [***] additional [***]-day cure periods (for a total cure period of [***] days); (iii) where a [***] exists but it is not reasonably likely that an actual breach of [***] has occurred, [***] days after the first to occur of Sema4 becoming aware of the [***] or the date on which notice of such [***] is given to Sema4 by the Mount Sinai Parties; (iv) where a [***] breach or any other [***] exists and it is reasonably likely that [***] is being [***] or otherwise [***] in an [***], [***] days after the first to occur of Sema4 becoming aware of the [***] or the date on which notice of such [***] is given to Sema4 by the Mount Sinai Parties; (v) where [***], [***] days after the date of such [***]; and (vi) for any breach that [***] or causes [***], [***] days after the first to occur of Sema4 becoming aware of the breach or receiving notice of the breach from the Mount Sinai Parties unless a [***] period is required by law; provided that the Parties agree and acknowledge there shall be no Applicable Cure Period for any [***].

"BAA" has the term set forth in the Recitals.

"BioMe Biobank" is the biospecimen repository maintained by ISMMS that contains [***].

"Capability Arbiter" means a Third Party expert mutually agreed by the Parties or, if such agreement is not reached within [***] days, then a Third Party expert mutually selected by Third Party experts designated by each Party.

"Clinical Trial" means any investigation in human subjects intended to discover or verify the clinical, pharmacological, and/or other pharmacodynamics effects of an investigational product(s), and/or to identify any adverse reactions to an investigational product(s), and/or to study absorption, distribution, metabolism, and excretion of an investigational product(s) with the object of ascertaining its safety and/or efficacy.

"Commercial Entity" means any entity other than a Non-Commercial Entity.

"Commercial Project" has the meaning set forth in Section 6.1.

"Conceived" means: (i) with respect to any patentable Intellectual Property, "conceived" as such term is defined by U.S. patent law; (ii) with respect to any copyrightable Intellectual Property, "authored" as such term is defined by U.S. copyright law; and (iii) with respect to all other Intellectual Property, developed, created or discovered, as applicable.

"Confidential Information" has the meaning set forth in Section 7.1.

"Covered Data" means [***].

"CRO" means a clinical research organization.

"Data" means the [***].

"Data Dictionary" means those [***].

"De-Identified Covered Data" means [***].

"De-Identified" (including its variants such as "De-Identify" and "De-Identification") means [***].

"Deliverables" has the meaning set forth in Section 2.2.6.

"Fair Market Value" means in the case of any services proposed to be provided by Sema4 on the one hand or by a Mount Sinai Party or Parties on the other hand, the amount that a willing recipient of such services would pay to a willing provider of such services on an arms-length basis taking into account all relevant circumstances, but not taking into account the volume or value of any patient referrals made between the Parties.

"FMV Arbiter" means a Third Party expert mutually agreed by the Parties or, if such agreement is not reached within [***] days, then a Third Party expert mutually selected by Third Party experts designated by each Party.

"Fundamental In-Term Breach" means, in each case after the Applicable Cure Period, if any: (i) a material breach of or failure by [***] to comply with the [***]; (ii) an unauthorized use by [***] of [***] (including, for clarity, the provision to a Third Party of access to [***] that is not authorized under this Agreement or a failure to adhere to the [***] required by this Agreement); (iii) a material breach by [***] of the [***]; (iv) any failure of [***] to [***] upon the [***]; or

(v) a material breach by [***] of any other material obligation under this Agreement, including, for clarity, a failure to [***] (but not a [***]).

"Fundamental Post-Termination Breach" means a breach by [***] of any material obligation under this Agreement that survives the termination of this Agreement, which breach occurs after the termination of this Agreement and continues after the Applicable Cure Period, if any.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the implementing regulations, including, but not limited to, 45 C.F.R. Parts 160 and Part 164, all as may be amended from time to time.

"Identified Covered Data" means [***].

"Independent Director" of Sema4 means a director that has been nominated and elected by the other directors of Sema4 as opposed to by any preferred stockholder of Sema4.

"Institutional Review Board" or "IRB" means the institutional review board of the applicable Mount Sinai Party.

"Intellectual Property" means all technical information, inventions, developments, discoveries, software, know-how, methods, techniques, formulae, processes, and other proprietary property, whether or not patentable or copyrightable.

"Internal Data Structuring Project" means any data structuring project undertaken by one or more Mount Sinai Parties using: (i) solely staff employed by such Mount Sinai Party(ies) or (ii) a combination of such employed staff and one or more Third Party contractor(s) that do not in connection with such services receive any right to use data of the Mount Sinai Parties for any purpose other than the rendering of services by such contractor(s) to the Mount Sinai Parties.

"Milestone" means certain defined events or tasks described in the applicable SOW that must be completed by the date set forth in such SOW.

"MSDW" has the term set forth in the Recitals.

"Mount Sinai Party" or "Mount Sinai Parties" has the meaning set forth in the Recitals.

"Mount Sinai IT" means the Information Security Team of the Mount Sinai Health System and any of its contractors.

"MSIP" means Mount Sinai Innovation Partners, a division of ISMMS.

"Non-Approved Person" means (i) a Prohibited Person, (ii) a Third Party that is an academic medical center or a hospital system operating three or more hospitals, (iii) a Third Party that is or within the thirty-six months prior to the time of the applicable transaction has been in active litigation with or has formally threatened litigation against any Mount Sinai Party or any subsidiary thereof, (iv) a Third Party whose data security system does not in the good faith

judgment of the Mount Sinai Parties or (at the option of Sema4) the opinion of an independent nationally recognized data security expert reasonably acceptable to the Mount Sinai Parties meet or exceed the data security standards of a nationally recognized academic medical center or (v) a Third Party that controls, is controlled by or is under common control with any Third Party described in clause (i), (ii), (iii) or (iv).

"Non-Commercial Entity" means an entity that is a nonprofit organization, academic institution, government organization, or similar entity organized for non-commercial purposes.

"Non-Commercial R&D Activities" means R&D Activities conducted under an agreement with a Non-Commercial Entity, whether or not such R&D Activities are funded in whole or in part by, or are subject to the rights of, any Commercial Entity; provided that an R&D Activity shall not be deemed to be a Non-Commercial R&D Activity if the Mount Sinai Parties have actual knowledge that the R&D Activity is (i) funded by a Commercial Entity through a single-purpose Non-Commercial Entity established by such Commercial Entity for the sole purpose of funding such R&D Activity; or (ii) undertaken by a Non-Commercial Entity that is acting on behalf of a Commercial Entity on another basis that is tantamount to the Commercial Entity acting directly. It is understood and agreed that (A) Mount Sinai shall have no obligation to inquire into or ascertain the sources of any funding obtained by or the rights granted by a Non-Commercial Entity in connection with any Non-Commercial R&D Activity and (B) actual knowledge of the Mount Sinai Parties for purposes of this definition shall mean the actual knowledge of the Chief Executive Officer, General Counsel or Executive Vice President, Mount Sinai Innovation Partners of the Mount Sinai System or the Dean of ISMMS.

"Phase" has the meaning set forth in Section 3.3.

"Prohibited Person" means any Third Party that: (A) has been convicted of a criminal offense related to health care; (B) is currently listed by a federal or state agency as debarred, excluded, or otherwise ineligible for participation in federally or state funded health care programs; (C) is on the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals and Blocked Persons List, or from a nation actively sanctioned by OFAC, as indicated by the U.S. Department of the Treasury, or (D) controls, is controlled by or is under common control with any Third Party that meets the criteria in subsections (A), (B), or (C).

"Protected Health Information" or "PHI" shall have the meaning [***].

"R&D Activities" means research, including for the discovery of clinical and commercial research tools, products (including components of products), therapies or services for the treatment, prevention, palliation, delay and/or diagnosis of diseases or disorders or the improvement of quality of life. R&D Activities shall include, but not be limited to, Clinical Trials.

"Secure Access Portal" means, with respect to a party providing Data or making Data available to any Third Party recipient, a method of providing access to such Data to such recipient in a manner designed to ensure that Data remains on the servers or cloud-based service controlled by such party, for which functionality is enabled that is designed to prevent downloading by a Third Party, and where access is not permitted without appropriate authorization from the providing party or administrators authorized by the providing party. For purposes of this definition,

servers or cloud-based services will be deemed to be controlled by a party if: (a) such servers or service are either owned, leased or otherwise contracted for by such party and (b) such party has the ability to administrate access and security controls for such servers or services.

"Sema4" has the meaning set forth in the Recitals.

"Sema4 Data Environments" has the meaning set forth in Section 7.6.4.

"Sema4 Personnel" has the meaning set forth in Section 2.4.

"Services" has the meaning set forth in Section 2.2.

"SOW" has the meaning set forth in Section 2.2.

"SOW #1" has the meaning set forth in Section 2.3.

"SOW-Specific Dataset" has the meaning set forth in Section 2.2.2.

"Steering Committee" has the meaning set forth in Section 3.1.

"Third Party" means any person or entity other than a Party or a subsidiary of a Party that has assumed the relevant obligations of such Party under this Agreement and the obligations of which subsidiary are guaranteed in writing by such Party.

"3P AMC" means a Third Party academic medical center.

"Twelve Month Work Effort Level" means the level of work effort [***] dedicated by [***] to the performance of [***], as determined by mutual agreement of the Parties or, if such mutual agreement cannot be reached, by the Capability Arbiter.

"Valuation Study" has the meaning set forth in Section 2.1.

ARTICLE 2

SERVICES

2.1 Valuation Study. Prior to the commencement of the provision of Services and prior to the provision of any access to Data of the Mount Sinai Parties by Sema4, the Mount Sinai Parties shall have received a valuation study of the Agreement (the "**Valuation Study**") conducted by a Third Party expert chosen by the Mount Sinai Parties. The Valuation Study shall evaluate (i) the fair market value of the rights and obligations of the Mount Sinai Parties and (ii) the fair market value of the rights and obligations of Sema4 (including [***]), as set forth in this Agreement and conclude that (i) the fair market value ranges are equivalent to each other and (ii) the arrangement contemplated by this Agreement is commercially reasonable.

2.2 Services. From and after the completion of the Valuation Study as set forth in Section 2.1, during the term of this Agreement Sema4 shall furnish to the Mount Sinai Parties

certain [***] as specified in statements of work (each a "**SOW**") entered into by the applicable Parties (all such services described in all such SOWs, collectively, the "**Services**"). The Parties acknowledge and agree that each SOW may involve Sema4 on the one hand, and different Mount Sinai Parties on the other hand. Each SOW entered into by the applicable Parties shall be subject to and made part of this Agreement, and, in the event of a conflict between this Agreement and a SOW, the terms of the SOW shall control. Each SOW shall set forth all matters deemed appropriate by the Mount Sinai Parties that are receiving Services under the SOW and Sema4, including but not limited to:

2.2.1 a description of the Services to be provided pursuant to the SOW;

2.2.2 the [***] in the SOW (the "[***]");

2.2.3 the timeline for Sema4's performance of the Services;

2.2.4 if the [***] for the Services;

2.2.5 the level and scope of engagement necessary on the part of faculty and/or personnel of the Mount Sinai Parties and the work product that will be expected of such faculty and/or personnel; and

2.2.6 the work product, deliverables, results, reports, or other output associated with the Services (the "**Deliverables**"), including a description of required format and content.

2.3 SOW #1. The first SOW ("**SOW #1**") is attached to this Agreement as Exhibit B, is hereby agreed to by the Parties and is hereby incorporated into this Agreement by reference.

2.4 Personnel. Sema4 shall perform the Services through its employed or contracted personnel ("**Sema4 Personnel**"). Sema4 shall assign Sema4 Personnel at appropriate levels of experience and responsibility to perform the Services and use best efforts to ensure continuity of staffing during a SOW. The Mount Sinai Parties shall have the right to review the qualifications of all Sema4 Personnel assigned to perform the Services and shall have the right to request a replacement of any such Sema4 Personnel, and Sema4 shall comply with any reasonable such request. Sema4 shall not subcontract any of its obligations under this Agreement without the express prior written consent of the Mount Sinai Parties, which may be granted or withheld in the sole discretion of the Mount Sinai Parties. Sema4 shall remain wholly responsible for all actions of any permitted subcontractor.

2.4.1 With respect to all Sema4 Personnel, Sema4 shall:

(1) be responsible for the payment of all compensation in compliance with all applicable state and federal laws and regulations, as well as income tax and all withholdings, social security, FICA taxes, and insurance coverage, including workers' compensation coverage obligations, and any other employment requirements;

(2) ensure that all Sema4 Personnel performing Services have the requisite skill, training and qualifications to perform those Services; and

(3) ensure that all Sema4 Personnel comply with this Agreement, all applicable policies and procedures of the Mount Sinai Parties, and all applicable laws and regulations.

2.5 Deliverables. Sema4 shall submit each Deliverable to the Mount Sinai Party(ies) identified in the applicable SOW for review and approval by such Mount Sinai Party(ies). If the Deliverable does not meet the specifications set forth in the SOW, the applicable Mount Sinai Parties shall jointly notify Sema4 with specificity of the manner or respects in which the Deliverable is non-conforming and identify a reasonable date by which the corrected Deliverable is to be resubmitted by Sema4 for further review and approval. The applicable Mount Sinai Party(ies) shall use reasonable commercial efforts to evaluate such deliverable within [***] days from the date of delivery of such Deliverable by Sema4. The applicable Mount Sinai Party(ies) shall provide written notice of its: (i) acceptance of such Deliverable or (ii) rejection of such Deliverable, specifying the basis therefor. Sema4 shall have a period that is determined by the Steering Committee to be reasonable starting from the date of such written notice to cure any defect and resubmit the work product for acceptance; provided, however, that such Mount Sinai Parties are under no obligation to accept such resubmitted Deliverable if it fails to meet the applicable specifications and shall provide written notice of their acceptance or rejection of the resubmitted Deliverable, as contemplated above. The applicable Mount Sinai Party's(ies') failure to provide written notice of their rejection of a Deliverable within the applicable timeframes described above shall not constitute acceptance of such Deliverable; provided that Sema4 shall have the right to bring any delay in the provision of a notice of acceptance or rejection that Sema4 considers to be unreasonable to the Steering Committee and if the applicable Mount Sinai Parties fail to provide to Sema4 a notice of acceptance or rejection within a reasonable period specified by the Steering Committee then such Deliverable shall be deemed accepted.

2.6 Performance. Sema4 shall comply with all laws and regulations applicable to this Agreement and the Services. Sema4 shall, and shall cause the Sema4 Personnel to, perform the Services in a timely, competent, professional, and workmanlike manner and consistent with the highest industry standards.

2.7 Fair Market Value; No Payment for Referrals. Sema4 and the Mount Sinai Parties acknowledge and agree that the consideration set forth in this Agreement and each SOW was negotiated in good faith based on the fair market value for the Services, was not determined in a manner that took into account the volume or value of any business generated between Sema4 and any of the Mount Sinai Parties, and does not obligate any Party to purchase, use, recommend, or arrange for the use of any product(s) or services of another Party or its affiliates. No consideration or amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral of patients between any of the Parties.

2.8 Consideration for Services and Deliverables.

2.8.1 Each of the Parties hereby agree and acknowledge that, except to the extent the [***] of or connection with the Services rendered and Deliverables submitted by Sema4 shall [***] under and in accordance with this Agreement to [***].

2.8.2 Sema4 shall compensate the Mount Sinai Parties for the cost of an Alliance Manager employed by the Mount Sinai Parties to manage the relationships and contractual obligations between Sema4 and the Mount Sinai Parties by performing the duties and services described on Exhibit D hereto (as such description of services may be amended from time to time by the mutual agreement of the parties). The compensable cost for the Alliance Manager for the remainder of 2019 and for 2020 shall be $[***] (prorated in the case of 2019 based on the number of months remaining in 2019 after the Effective Date). The compensable cost for the Alliance Manager for each subsequent calendar year during the Term of this Agreement shall be the compensable cost for the immediately preceding calendar year increased by [***]% (and prorated in the case of a partial calendar year). Such compensable cost shall be paid by Sema4 to the Mount Sinai Parties in a manner and on a timetable that is mutually acceptable to Sema4 and the Mount Sinai Parties.

ARTICLE 3

STEPWISE METHODOLOGY AND STEERING COMMITTEE

3.1 The obligations and responsibilities of the Parties contemplated by this Agreement shall be overseen by a "**Steering Committee**" composed of an equal number of appointees from: (i) Sema4 and (ii) collectively, the Mount Sinai Parties.

3.1.1 The Steering Committee shall have responsibility for the following:

(1) the [***] to the Mount Sinai Parties [***];

(2) the [***] that will [***] the Services;

(3) the other matters ascribed to the Steering Committee in this Agreement other than the matters described in Section 3.1.2.

3.1.2 The Parties agree that the Steering Committee shall not have the authority:

(1) to [***] of the Services;

(2) except as set forth in Section 3.9, to commit Sema4 to a Phase or SOW that would require, in any twelve-month period during the Term, a level of work effort on the part of Sema4 that, together with the work effort required during such period under all other then-existing SOWs (except SOW #1), would exceed the Twelve Month Work Effort Level (as determined by mutual agreement of the Parties or, if such agreement is not able to be reached within fifteen days after an SOW is proposed, then by the Capability Arbiter), unless: (i) the Mount Sinai Parties agree to compensate Sema4 in

each twelve month period for the work effort required by such SOW in excess of the Twelve Month Work Effort Level at Fair Market Value (as determined by mutual agreement of the Parties or, if such agreement is not able to be reached within fifteen days after an SOW is proposed, then by the FMV Arbiter) and (ii) such work effort does not materially interfere with Sema4's business operations or otherwise adversely affect the value of Sema4's business, as mutually determined by the Parties, or if the Parties are unable to mutually make such a determination, by the Capability Arbiter; or

(3) to cause a Party to consent under Section 6.3.5 to an exception from the applicable covenant in Article 5 or this Section 6.3.

3.2 All decisions of the Steering Committee shall be made by consensus, with each appointee having one vote. For those matters described in Section 3.1.1, if the Steering Committee cannot reach consensus, such matter shall be referred to the Dean of ISMMS for resolution, and, in the event the Dean of ISMMS cannot resolve the issue, the issue shall be determined by Chief Executive Officer of the Mount Sinai Health System, in his or her reasonable discretion, and taking into account the legitimate business issues of the Parties with respect to the issues. Any decision by the Chief Executive Officer of the Mount Sinai Health System on such matters shall be final and binding on the Parties. It is understood and agreed that in discharging their functions as described in this Section 3.2 the Dean of ISMMS and the Chief Executive Officer of the Mount Sinai Health System shall act in their respective capacities as such and not in their capacities (if applicable) as members of the Sema4 board of directors, and in no event shall any action taken or decision made by the Dean of ISMMS or the Chief Executive Officer of the Mount Sinai Health System be deemed to breach or violate any duty owed by the Dean of ISMMS or the Chief Executive Officer of the Mount Sinai Health System to Sema4 in any capacity (and Sema4 hereby irrevocably waives any claim for any such breach or violation arising out of the discharge of the functions as described in this Section 3.2 by the Dean of ISMMS and/or the Chief Executive Officer of the Mount Sinai Health System).

3.3 The Parties intend that the program of work under this Agreement shall proceed in multiple phases (each, a "**Phase**"). Each such Phase will proceed pursuant to a separate SOW or SOWs, which shall set forth a Data Dictionary and the applicable Milestones associated with such SOW. The Steering Committee shall have the authority to modify any SOW, Data Dictionary or Milestone as work on each Phase continues, provided that in all instances of fundamental changes in the scope of a SOW or Deliverable, the Steering Committee concludes, prior to the commencement of Services or preparation of Deliverables reflecting such fundamental changes, that the proposed Services or modification of Services (individually or collectively with other such modifications) does not materially affect the fundamental valuation precepts and determination set forth in the Valuation Study described in Section 2.1.

3.4 Pursuant to the terms of SOW #1 the initial Phase ("**Phase 1**") of the program of work requires Sema4 to deliver [***] mutually agreed to by the Parties and [***]. The objectives of Phase 1 are for Sema4 to:

3.4.1 deliver to the Mount Sinai Parties the Identified Covered Data and De-Identified Covered Data, in accordance with this Agreement, which data sets will enable the

Mount Sinai Parties to increase the efficiency of their research activities (including Clinical Trial recruitment); and

3.4.2 develop and make available an interface for providers that allows up to a maximum number of users (which maximum will be established by the Steering Committee) designated by the Mount Sinai Parties to query the De-Identified Covered Data for simple views, as well as other aspects of the Covered Data as agreed by the Parties. For clarity, the Mount Sinai Parties shall be responsible for managing access controls for such interface for Mount Sinai Party users.

3.5 To develop the workplan and SOWs for subsequent Phases, the Steering Committee shall determine which conditions and indications should be the sequential targets for Sema4's data structuring activities in each subsequent Phase under this Agreement.

3.6 The Parties acknowledge and agree that the goal of each subsequent Phase is to [***] to [***] of the Mount Sinai Parties or the Mount Sinai Parties' system administrators. In all instances, as an essential component of each subsequent Phase, Sema4 shall [***]. Without limiting the generality of the foregoing, Sema4 shall use reasonable commercial efforts to deliver to the Mount Sinai Parties Covered Data as contemplated by each applicable SOW that is in a form and that is structured so that the Covered Data can be formatted and be loadable into the standard electronic medical record used by the Mount Sinai Parties, and Sema4 shall cause its personnel to consult with the applicable technical personnel of the Mount Sinai Parties from time to time so as to achieve such objective, including, but not limited to, providing reasonable cooperation to support the Mount Sinai Parties' clinical validation efforts. The Parties expect that after the completion of Phase 1, subsequent Phases will sequentially provide for structuring and curating data with respect to a series of disease states or health conditions specified by the Steering Committee.

3.7 The Mount Sinai Parties and Sema4 agree that, if required, the Mount Sinai Parties shall seek approval by an Institutional Review Board that is permitted under the policies of the Mount Sinai Parties in connection with the structuring of Identified Covered Data for research purposes by the Mount Sinai Parties, and Sema4 shall reasonably support such submission.

3.8 Sema4 and the Mount Sinai Parties shall [***] in connection with that certain Statement of Work #2, dated October 12, 2018, entered into by the Parties ("**JCAP SOW**") pursuant to that certain Master Services Agreement, dated April 2, 2018, by and among the Parties, concerning [***] the JCAP SOW into [***] this Agreement. The Parties shall [***] this Agreement in a manner that [***].

3.9 In the event that Sema4 fails to meet a [***] other than [***], the Mount Sinai Parties shall have the rights set forth in this Section 3.9.

3.9.1 The Mount Sinai Parties shall provide Sema4 with a notice setting forth the nature of such failure and requesting that such failure be cured within [***] days of receipt of the notice. If the failure is not cured within such [***]-day period, then such [***] shall be deemed to be an "**Affected [***]**," such [***] shall be deemed to be an "**Affected [***]**" and the Steering Committee shall have the right to direct Sema4 to (i) continue to make [***] efforts to remedy the failure with respect to the Affected [***] and the Affected [***], or (ii) stop working on the Affected [***], to return to the Mount Sinai Parties the [***] associated with the Affected [***] and to enter into a [***] involving a comparable level of [***] as the Affected [***]. In either case, upon the giving by the Steering Committee of the direction described in clause (i) or (ii) of this Section 3.9.1, (A) the Mount Sinai Parties shall be deemed to be released from the restrictions set forth in Section 5.1, Section 6.1 and Section 6.2 with respect only to the subject matter of the Affected [***], and (B) Sema4 shall not be deemed to have [***] related to [***] other than the Affected [***] even if there is an overlap between the [***] related to such [***] and [***] related to the Affected [***].

3.9.2 If any any time during the Term the number of Affected [***] is at least [***] and is such as to [***] set forth in the [***], then the Mount Sinai Parties shall be entirely released from the restrictions set forth in Section 5.1, Section 6.1 and Section 6.2.

ARTICLE 4

AVAILABILITY OF SOW-SPECIFIC DATASETS; RETURN OF COVERED DATA TO MOUNT SINAI PARTIES

4.1 Mount Sinai and Sema4 shall work together to enable Sema4 to have the necessary access to the approved datasets for all Phases under this Agreement. As set forth in Exhibit B hereto, the following datasets constitute the SOW-Specific Datasets for Phase 1:

4.1.1 Identified copy of [***], including [***] which feed to [***], as agreed upon by both parties to enable the [***];

4.1.2 [***]; and

4.1.3 [***].

4.2 As part of the process of providing access to the SOW-Specific datasets for Phase 1 as set forth in Section 4.1 and SOW #1, to the extent permitted by the licensing agreements between the Mount Sinai Parties and Epic, the Mount Sinai Parties shall develop a procedure and mechanism for certain Sema4 Personnel to have read-only access to the Epic Caboodle data warehouse for [***] in connection with the Services rendered by Sema4 pursuant to this Agreement.

4.3 The Parties agree that the [***] to the Mount Sinai Parties, and, as [***], the Steering Committee will [***] to Sema4's [***]. The Parties acknowledge and agree that [***] the Steering Committee.

4.4 Sema4 shall work with Mount Sinai System administrators to enable the return of the Identified Covered Data via secured file transfer or other means mutually agreed to by the Parties.

4.5 Sema4 agrees to [***] in a manner that will permit the Mount Sinai Parties to [***]. Such [***] shall be subject to [***] by this Agreement [***], including in [***]. Sema4 shall work with Mount Sinai System administrators to enable the [***] mutually agreed to by the Parties. The Steering Committee will then [***] to the Mount Sinai Parties.

4.6 For each Phase after Phase 1, the Steering Committee shall determine the scope of the SOW-Specific Datasets that will be accessed by Sema4 in order for Sema4 to render the Services. Prior to the granting of access to Sema4 of the SOW-Specific Datasets for the applicable Phase, the Mount Sinai Parties and Sema4 agree to obtain any requisite contractual, IRB and/or other regulatory approvals required in connection with such access by Sema4.

4.7 Sema4 and the Mount Sinai Parties agree that access to and use of any the SOW Specific Datasets in each Phase shall solely be provided in accordance with all applicable requirements of HIPAA and other applicable laws, rules and regulations, including without limitation, the requirement by HIPAA that only the minimum identified data may be provided by a covered entity to a business associate that is necessary in order for the business associate to provide services to such covered entity. Sema4 shall make commercially reasonable efforts to promptly return to the Mount Sinai Parties any Identifiable Covered Data that it is not reasonably anticipated will be needed for the provision of Services in the future.

4.8 Sema4 and the Mount Sinai Parties agree to work together to determine the extent to which [***]. The Mount Sinai Parties will be responsible for the costs of configuring the Mount Sinai Parties' standard electronic medical record so that [***].

ARTICLE 5

EXCLUSIVITY AND MILESTONES

5.1 During the Initial Term, the Mount Sinai Parties agree to not engage any Third Party to provide [***]: (i) that are of an [***] that has been agreed to by the Steering Committee and documented in an SOW and (ii) that are [***], except that no such restriction shall apply to (a) any [***] or (b) [***]. For the avoidance of doubt, [***] shall not be deemed [***] if a Third Party is engaging in such activities for the purpose of [***].

5.1.1 Process for Mount Sinai's Use of Third Parties

(1) Notwithstanding Section 5.1, if, during the Initial Term and other than as part of an Internal Data Structuring Project, the Mount Sinai Parties wish to engage a Third Party to provide [***] and are of an [***] that has been agreed to by the Steering Committee, the relevant Mount Sinai Party shall either give notice to Sema4 that the Mount Sinai Party believes Sema4 is not capable of performing the [***] activities or offer to Sema4 the opportunity to perform such activities. Within five business days following receipt of such notice or offer, either: (1) Sema4 shall give notice to the relevant Mount Sinai Party by electronic mail that it does not wish to perform the services in question, and if Sema4 gives such notice to the relevant Mount Sinai Parties within such five business day period or if Sema4 fails to give any notice under this Section 5.1.1(1) to the relevant Mount Sinai Parties within such five business day period, then the relevant Mount Sinai Party(ies) shall be free to proceed with such Third Party with respect to such services with no further obligation to Sema4, or (2) Sema4 shall give notice to the Mount Sinai Party(ies) that Sema4 believes that it is capable of and wishes to provide the services in question, in which case Sema4 and the relevant Mount Sinai Party(ies) shall discuss in good faith within a period of no less than five further business days whether Sema4 is in fact capable of performing the services in question and the terms on which Sema4 may perform such activities. If Sema4 provides the services in question under this Section 5.1.1(1), the cost of the services will be counted toward the Twelve Month Work Effort Level calculation for the relevant twelve-month period or be paid for in cash by the Mount Sinai Parties to the extent the services exceed the Twelve Month Work Effort Level.

(2) If clause 2 in Section 5.1.1(1) applies and within such five business day period Sema4 and the relevant Mount Sinai Parties reach agreement on Sema4's capability to perform the services in question and the terms on which Sema4 shall perform such services, then the relevant Mount Sinai Parties and Sema4 shall [***] for the performance by Sema4 of such services and the relevant Mount Sinai Parties shall [***]. If clause (2) in Section 5.1.1(1) applies and within such three business day period Sema4 and the relevant Mount Sinai Parties do not reach agreement as to whether Sema4 is capable of performing the services in question, then such question shall be escalated to [***], and if within a further period of two business days [***] do not reach agreement then such question shall be resolved by [***] within a further period of seven business days and such resolution shall be final and binding on the Parties. If clause (2) in Section 5.1.1(1) applies and it is determined that Sema4 is not capable of performing the services in question, then the relevant Mount Sinai Parties shall [***]. If clause (2) in Section 5.1.1(1) applies and it is determined that Sema4 is capable of performing the services in question, but within three business days after such determination Sema4 and the relevant Mount Sinai Parties do not reach agreement on the terms on which Sema4 shall provide such services, then such question shall be escalated to [***], and if within a further period of two business days [***] do not reach agreement then [***] for such services shall be [***] as determined by [***] within a further period of seven business days, such resolution shall be final and binding on the Parties and Sema4 and the relevant Mount Sinai Parties shall [***].

5.2 The Mount Sinai Parties and Sema4 agree and acknowledge that, in general, dates by which Milestones for a particular SOW are required to be achieved may only be measured from the date on which the related SOW-Specific Datasets are operationally made available to Sema4 by the Mount Sinai Parties.

5.3 The Mount Sinai Parties and Sema4 also agree and acknowledge that SOWs may need to be adjusted to take account of factors that only become known as work on a given SOW proceeds. Therefore if, as a result of events outside of Sema4's control, the actual costs to Sema4 of providing the Services under a SOW or the scope or level of work effort required of Sema4 under a SOW are, or are reasonably expected to materially increase, then Sema4 shall notify the Steering Committee and the Steering Committee shall not unreasonably withhold its consent to appropriate modifications to the SOW; provided that Sema4 shall continue to use reasonable commercial efforts and proceed with reasonable diligence to achieve the applicable SOW's objectives. The agreed upon modifications to the SOW may not materially affect the fundamental valuation precepts and determinations in the Validation Study set forth in Section 2.1.

ARTICLE 6

RIGHTS TO DATA AND PRODUCTS OF ACTIVITIES

6.1 Except as otherwise provided in this Agreement or as may otherwise be specifically agreed by the Parties in writing, each in its sole discretion, each Mount Sinai Party shall have the unrestricted right to use all of the Covered Data at any time for [***] purposes. Each Mount Sinai Party has the right to use the Covered Data for [***], subject to the terms of this Agreement, including but not limited to the restrictive covenants described in Section 6.2 (but subject to any exceptions set forth therein). The Mount Sinai Parties shall not use the Covered Data to perform R&D Activities that are [***] (collectively, "**Commercial Projects**"), except as permitted by Section 6.3. For the avoidance of doubt, the use of the Covered Data by the Mount Sinai Parties' health care providers to [***] shall not constitute the use of the Covered Data for a Commercial Project, regardless of whether the [***], as long as a Commercial Entity does not [***].

6.2 Each Mount Sinai Party acknowledges and agrees that during the term of this Agreement, and (provided that no Fundamental In-Term Breach and no Fundamental Post-Termination Breach occurs) for a period of [***], such Mount Sinai Party will not [***] that is [***]. Notwithstanding the foregoing, to the extent that [***] is incorporated in a [***]in the Mount Sinai Parties' [***] in a [***], or is contained in the [***] because it was [***] after being so incorporated (the "Incorporated Covered Data"), the Mount Sinai Parties shall not be restricted from using such Incorporated Covered Data for any purposes and the restrictions set forth in Section 6.3 shall not apply. It is also understood that this Section 6.2 shall not restrict the Mount Sinai Parties from [***] in Intellectual Property developed by the Mount Sinai Parties using [***], as long as such Third Party is not [***] itself except for the sole purpose of validating [***].

6.3 During the Initial Term:

6.3.1 If a Mount Sinai Party or a principal investigator employed by one or more of the Mount Sinai Parties (a "**PI**") wishes to use Covered Data in connection with a Commercial Project, the PI (if applicable) and each of the applicable Mount Sinai Party(ies) shall engage in the following process:

(1) Each Commercial Project shall go through a screen to evaluate whether Sema4 is capable of providing services required by such project on more favorable terms in the aggregate than could be provided by the Mount Sinai Parties.

(2) The screening process will be conducted in an expedient manner that does not inhibit the progress of the Commercial Project.

(3) If, following the screen, Sema4 elects not to collaborate with the PI or Mount Sinai Parties on the Commercial Project, the PI or Mount Sinai Parties may use Covered Data in connection with the Commercial Project without engaging Sema4.

(4) If, following the screen, Sema4 and the PI or Mount Sinai Parties agree that Sema4 will collaborate with the PI and/or Mount Sinai Parties on the Commercial Project, Sema4 will be engaged by the PI or Mount Sinai Parties.

(5) If, following the screen, Sema4 concludes that it is capable of providing services in accordance with Section 6.3.1(1) and elects to collaborate with the PI or Mount Sinai Parties on the Commercial Project, but the PI or Mount Sinai Parties do not agree that Sema4 is capable of providing the services in accordance with Section 6.3.1(1), a joint MSIP-Sema4 committee shall review the Commercial Project to resolve the dispute. If there is an equal number of votes cast for and against any action by the joint MSIP-Sema4 committee relating to the review of the prospective engagement of Sema4, the dispute shall be resolved by the Capability Arbiter.

6.3.2 Sema4 acknowledges and agrees that any proprietary information related to a Commercial Project that is disclosed to Sema4 in connection with the screening process described in this Section 6.3 is deemed Confidential Information and is subject to Article 7 of this Agreement. Additionally, Sema4 acknowledges and agrees that it may not use or incorporate such proprietary information for any purposes, including R&D Activities.

6.3.3 If Sema4 submits an R&D Activity opportunity of which Sema4 becomes aware to a Mount Sinai Party, and a Mount Sinai Party wishes to collaborate with Sema4 to provide the service of re-identifying Covered Data and liaising with the Mount Sinai Party's clinicians, then pursuant to an agreement between Sema4 and such Mount Sinai Party, Sema4 shall agree to pay the Mount Sinai Party the Fair Market Value of such service as determined by the mutual agreement of the Parties or, if the Parties are unable to reach agreement, then as determined by the FMV Arbiter.

6.3.4 Sema4 acknowledges and agrees that it shall not unreasonably withhold its consent to exceptions to the covenants in Article 5 or this Section 6.3 if the Dean of ISMMS determines that a covenant in Article 5 or this Section 6.3 with respect to the prospective use of Covered Data creates serious interference with Mount Sinai's ability to fulfill its teaching, research and/or patient care missions. If the Dean reaches such a determination, the Dean shall consult with the Steering Committee, and the Parties will not unreasonably withhold their consent to an exception from the applicable covenant in Article 5 or this Section 6.3 that is drawn in as narrow a manner as is feasible to both address the interference and to preserve Sema4's interests to the greatest extent feasible.

6.4 Sema4 shall [***] to which Sema4 has access under this Agreement for any purpose except as a business associate of the Mount Sinai Parties to provide the services to the Mount Sinai Parties that are specified in the SOW under which Sema4 is authorized to access data in the applicable SOW-Specific Dataset. Upon completion of the work contemplated by a SOW or any applicable Phase thereof, Sema4 shall return to the Mount Sinai Parties [***] to the Mount Sinai Parties [***] except to the extent that a given [***] with respect to an [***]. During the term of this Agreement, Sema4 shall [***] in accordance with the standards set forth [***], unless [***]. The Mount Sinai Parties shall prescribe and Sema4 shall permit the Mount Sinai Parties to conduct reasonable audit procedures to validate the processes by which [***]. In the future, Sema4 and the Mount Sinai Parties may agree, each in its own discretion, to implement an "honest broker system" or other mechanism to enable [***] in a manner that incorporates and links additional datasets to support the health care operations at the Mount Sinai Parties or for another purpose that is mutually agreed to by the Parties, so long as Sema4 and the Mount Sinai Parties each conclude that such implementation will not involve any material risk of non-compliance with then-current applicable law.

6.5 Sema4 shall have the right to use [***] for [***], including [***] (provided that Sema4 shall not [***], or [***], other than in connection with an [***]), subject to compliance with all applicable laws and regulations in its use of [***], and subject to the following restrictions:

6.5.1 Sema4 shall not identify, or attempt to identify in any manner, directly or indirectly, or enable a Third Party to identify (or re-identify), any of the individuals who are the subject of [***], or their family members or relatives, or to contact such individuals or their family members or relatives of such individuals for any reason, without advance written consent by the Mount Sinai Parties; provided, however, that nothing in this Section 6.5.1 shall restrict Sema4 from using data other than Covered Data to contact individuals in connection with clinical or research activities undertaken by Sema4 outside the scope of this Agreement. Sema4 shall notify the Mount Sinai Parties immediately if it: (i) identifies a subject in the [***], (ii) becomes aware that a Third Party has identified such an individual or (iii) has actual knowledge that any of [***] could be re-identified (other than by the Mount Sinai Parties using the key provided by Sema4);

6.5.2 Sema4 shall not use De-identified Covered Data to [***], or the [***] (the [***], collectively, the "**Mount Sinai [***]**"), or any [***], in a manner that makes it reasonably possible to [***], or makes it reasonably possible for a [***], the Mount Sinai [***] or their [***].

(1) The prohibition in Section 6.5.2 shall include Sema4's [***] or any other similar [***] in [***] until Sema4 certifies to the Mount Sinai Parties and the Mount Sinai Parties confirm based on their own analysis (which

confirmation shall not be unreasonably withheld) that such [***] including the Mount Sinai Parties that there is no reasonable risk that a user of such [***] would assume or be reasonably likely to conclude that the [***]. For clarity, this subsection 6.5.2(1) shall not affect the provisions of Section 6.6.

6.5.3 In [***] after such certification and confirmation, Sema4 shall emphasize that the [***], and Sema4 shall obtain the prior approval of the Mount Sinai Parties for the [***]. Nevertheless, Sema4 may use [***] to evaluate any [***] other than Mount Sinai [***], or evaluate [***], so long as such evaluations do not permit the [***] any Mount Sinai [***] (or its affiliates or personnel) specifically.

6.5.4 Sema4 shall not use the [***] in any [***] without the express prior written consent of the Mount Sinai Parties (which may be granted or withheld in the discretion of the Mount Sinai Parties). The foregoing prohibition shall include, but not be limited to, Sema4's use of De-Identified Covered Data to [***]. It is understood and agreed that Sema4 shall have no obligation to inquire into or ascertain the source of any [***] in connection with any [***]. This Section 6.5.3 shall not limit or restrict Sema4's use of the [***] in accordance with this Agreement as part of the [***] that Sema4 uses to[***] that are not specifically designed for use by [***] so long as such [***] are not based on [***] that includes the [***].

6.5.5 During the Term or thereafter, Sema4 shall not [***], or [***], to any Third Party without the Mount Sinai Parties' prior written consent unless one of the following conditions is satisfied: (A) it is not reasonably possible for the Third Party to determine that [***] the Third Party was derived from [***]; (B) [***] constitutes less than [***] to the Third Party, as measured by the number of [***]; or (C) the Third Party is not [***] or any entity controlled by, controlling or under common control with [***]. Any such [***] occurring during the Term shall be permissible only in connection with [***]. Any such [***] occurring after the end of the Term shall be permissible only (i) in connection with a [***], (ii) after Sema4 has provided the Mount Sinai Parties with reasonable advance notice of the [***] in writing, (iii) if the Third Party purchaser is not a Prohibited Person and (iv) if the Third Party purchaser has agreed in writing to assume all of the obligations imposed on Sema4 under this Agreement that survive this Agreement's termination. For clarity, the provisions of this Section 6.5.5 shall not affect the provisions of Section 6.6.

6.5.6 Prior to the time at which Sema4 utilizes any De-Identified Covered Data for any purpose other than the provision of the Services, Sema4 shall develop and implement an "opt-out" process whereby any patient of one or more of the Mount Sinai Parties can direct Sema4 not to add to Sema4's data set of De-Identified Covered Data that Sema4 has the right to use in accordance with this Article 6 any De-Identified Covered Data that is derived from such patient's Identified Covered Data received by Sema4 after the date of delivery of such patient's opt-out notice, and such process shall have been approved by the Mount Sinai Parties (such approval not to be unreasonably withheld).

6.6 Sema4 Disclosure of [***] to Third Parties.

6.6.1 To the extent permitted under this Agreement, Sema4 may provide access to [***] to Third Parties in connection with Sema4's [***], which shall include [***] (but which [***]), and Sema4 may [***] to Third Parties [***] to the [***] to enable the Third Parties to [***] with Sema4, and provided further that Sema4 shall [***] the Mount Sinai Parties of [***], give [***] to the Mount Sinai Parties [***], and shall [***] the Mount Sinai Parties [***], as set forth below. Any other [***] by this Section 6.6.1 shall [***] the Mount Sinai Parties. Notwithstanding the foregoing, until such time as it is [***] for a Third Party to [***] to which the Third Party is [***] by Sema4 was [***] of the Mount Sinai Parties, Sema4 shall [***] to which Third Parties [***] that has [***] by the Parties, each [***].

6.6.2 Sema4 shall require any Third Parties that are permitted to have access to the [***] to agree to the following contractual provisions for the benefit of Sema4 and the Mount Sinai Parties prior to the Third Party accessing the [***] (the following provisions may be subject to any exceptions that are approved in advance in writing by the Mount Sinai Parties):

(1) The Third Party will not identify, or attempt to identify in any manner, directly or indirectly, or enable a Third Party to identify (or re-identify), any of the individuals who are the subject of the [***], or their family members or relatives, or to contact such individuals or their family members or relatives of such individuals for any reason, without advance written consent by the Mount Sinai Parties. The Third Party will notify Sema4 and the Mount Sinai Parties immediately if it identifies a subject in the [***], or if it becomes aware that a Third Party has identified such an individual.

(2) The Third Party shall not use the [***]: (a) to evaluate care or services provided by the Mount Sinai [***] or the Mount Sinai [***], or (b) in a manner that [***].

(3) The Third Party shall be prohibited from any further transfer of [***] (including a transfer to a successor-in-interest to such Third Party unless such successor is approved by Sema4 and assumes the obligations to Sema4 of its predecessor and Sema4 gives notice of such succession to the Mount Sinai Parties).

(4) The Third Party shall return or destroy such [***] upon the termination or expiration of this Agreement with Sema4.

6.6.3 Sema4 shall be responsible for the use by Third Parties of [***] which Sema4 transfers to such Third Parties or to which Sema4 provides access to such Third Parties, and shall take reasonable steps to monitor the use of such data by such Third Parties.

6.7 As of and after the expiration of this Agreement for a period of [***], Sema4 agrees that it shall offer the Services, and any other services that are substantially similar to the Services, to the Mount Sinai Parties [***].

6.8 Except as specifically set forth herein or in a SOW, in no event will this Agreement or its performance be interpreted as granting any Party any express or implied right, title or license to any other Party's Intellectual Property. Unless specifically agreed upon by the Parties in a SOW or separate written agreement, any Intellectual Property that is owned, controlled by, or licensed to any Party prior to the effective date of a given SOW, or outside the scope of a given SOW, as demonstrated by a Party's competent records ("**Background Intellectual Property**"), shall remain the sole property of the Party who owns or controls such Intellectual Property. For the avoidance of doubt, any Intellectual Property developed by a Party in connection with its activities under and in accordance with this Agreement (including, without limitation, a Party's use of De-Identified Data) shall remain the sole property of such Party.

6.9 Ownership of Intellectual Property. Unless as otherwise agreed by the Parties in the applicable SOW, inventorship of any Intellectual Property Conceived and, with respect to any patentable Intellectual Property, reduced to practice in the performance of a Party's obligations under this Agreement, including improvements or modifications to Background Intellectual Property shall be determined in accordance with U.S. patent or copyright principles, as applicable, whether or not patentable or copyrightable. Except as specifically set forth herein or in a SOW, ownership of any such Intellectual Property shall vest solely in the Party that invented or reduced such Intellectual Property to practice. For the avoidance of doubt, any such Intellectual Property invented or reduced to practice by Sema4 in connection with its activities under this Agreement, including the use of De-Identified Covered Data, shall vest solely in Sema4.

6.10 Sema4 shall retain all rights to software and application programming interfaces developed by Sema4 as part of the activities contemplated by this Agreement (referred to herein as the "**Code**"), provided that, (i) in the event that this Agreement is terminated as a result of a breach by the Mount Sinai Parties, the Mount Sinai Parties shall be granted a license by Sema4 as described herein to retain and use the Code for consideration equal to the Fair Market Value of the license, taking into account the Mount Sinai Parties intended use of the Code, and (ii) in the event that this Agreement is terminated as a result of a breach by Sema4, Sema4 shall grant to the Mount Sinai Parties a limited, non-exclusive, fully paid up, royalty-free license to retain and use the Code solely for their internal, non-commercial research and clinical operations purposes, such license to become effective without the payment of any consideration upon such expiration or termination of this Agreement (the license referred to in clause (i) or clause (ii), as applicable, the "**Code License**"). In connection with the Code License, Sema4 shall have no ongoing support or maintenance obligations with regard to Code used or retained by the Mount Sinai Parties following termination of this Agreement, unless agreed by Sema4 in writing, provided that the Code will be escrowed pursuant to a customary escrow agreement prescribed by the Mount Sinai Parties in a manner that enables the Mount Sinai Parties to support and maintain the Code directly or using Third Party vendors, and provided further that, Sema4 shall be obligated to keep the escrowed copy of the Code up to date prior to the termination of this Agreement.

6.11 Sema4 represents that the Deliverables shall not contain any Background Intellectual Property or Third Party Intellectual Property, except with the express prior written consent of the Mount Sinai Parties, and that neither the Services nor the Deliverables infringe on

the rights of any Third Party with regard to Intellectual Property. Except as specifically set forth herein or in a SOW, ownership of any Deliverables shall vest solely in the Mount Sinai Parties.

ARTICLE 7

CONFIDENTIALITY AND DATA SECURITY; COMPLIANCE WITH LAW

7.1 "**Confidential Information**" means information other than PHI governed by Section 7.5 and the BAA that is disclosed by either (a) Sema4 to a Mount Sinai Party or (b) a Mount Sinai Party or Mount Sinai Parties to Sema4 (as applicable, the "**Disclosing Party**") that such Disclosing Party owns or controls and maintains as confidential and discloses to a Mount Sinai Party or Mount Sinai Parties or to Sema4 as applicable (as applicable, the "**Receiving Party**") under this Agreement, including without limitation, any such information regarding finances, commercial strategies, products or services, research, and intellectual property that: (i) if disclosed in tangible form, is marked as "confidential" upon disclosure or (ii) if disclosed in intangible form, is summarized in a writing marked "confidential" and provided to a Receiving Party within thirty (30) days of the intangible disclosure; provided, however, that failure to so mark or summarize Confidential Information shall not compromise or alter its confidential status if a reasonable person would recognize, based upon its content and/or the context of its disclosure, that such disclosure was intended as confidential. For clarity, Confidential Information includes the foregoing information of a Third Party in possession of a Disclosing Party, that such Disclosing Party has a legal right to disclose to the Receiving Party under terms of confidentiality as set forth herein.

7.2 Notwithstanding the foregoing, Confidential Information shall not include information that a Receiving Party demonstrates by written or electronic records: (i) was already in the Receiving Party's possession prior to disclosure by the Disclosing Party; (ii) is or later becomes a matter of public knowledge through no act or omission of the Receiving Party; (iii) is disclosed to the Receiving Party by a Third Party who had an apparent bona fide legal right to so disclose and who does so without imposing a confidential obligation with respect thereto; or (iv) is developed independently by the Receiving Party without use of, reference to or reliance on the Disclosing Party's Confidential Information.

7.3 Restrictions; Maintenance of Confidentiality. Each Receiving Party shall use each Disclosing Party's Confidential Information solely for the purposes of performing its obligations under this Agreement. Each Receiving Party shall protect the confidentiality of such Confidential Information and guard it from disclosure to Third Parties with at least the same degree of care it uses to protect the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care, and shall only disclose such Confidential Information to its directors, trustees, officers, employees, faculty, researchers, consultants, and advisors who are obligated to maintain the confidential nature of such Confidential Information and who need to know such Confidential Information for the performance of the Party's obligations under this Agreement; provided, for clarity, that any Mount Sinai Party may disclose Sema4's Confidential Information to any other Mount Sinai Party. Where permitted, Third Parties (i.e., those who are not employees of such Party) to whom Receiving Party discloses the Disclosing Party's Confidential Information, shall only be permitted access to such Confidential Information if Receiving Party has entered into a legally binding confidentiality agreement with such Third

Parties that is at least as protective of such Confidential Information as this Agreement. For clarity, Receiving Party shall be fully responsible to Disclosing Party for compliance by such Third Parties with such obligations. Notwithstanding the foregoing, the Receiving Party shall also be permitted to disclose Confidential Information to the extent required by applicable law, court order, or other governmental authority with jurisdiction provided that the Receiving Party promptly provides the Disclosing Party, to the extent legally permissible, with written notice of such requirement and cooperates, at the Disclosing Party's written request and expense, with the Disclosing Party's legal efforts to prevent or limit the scope of such required disclosure.

7.4 Return; Remedies. Upon termination of this Agreement or otherwise upon the Disclosing Party's request, the Receiving Party shall, at the Disclosing Party's option, destroy or return to the Disclosing Party the Confidential Information and all copies of all or any portion thereof in any tangible or intangible form whatsoever, unless the Receiving Party is expressly authorized by the Disclosing Party to continue to use such Confidential Information. For a period of five (5) years following the termination date of this Agreement, Sema4 will continue to comply with the terms of this Section for any retained Confidential Information. Each Party acknowledges that its disclosure of any of the Confidential Information without the Disclosing Party's prior written consent except as permitted hereunder would cause continuing, substantial and irreparable injury to the Disclosing Party and that the Disclosing Party's remedies at law for such disclosure shall not be adequate. Accordingly, the Parties agree that the Disclosing Party shall be entitled to seek immediate injunctive relief against the breach or threatened breach of the foregoing, and that such rights shall be in addition to, and not in limitation of, any other rights or remedies to which the Disclosing Party may be entitled at law or equity.

7.5 PHI. The BAA is hereby incorporated by reference into this Agreement.

7.6 Sema4 Data Security.

7.6.1 Sema4 will complete a review of its data transfer and data storage security controls by the Mount Sinai Parties' Information Security Team ("**Mount Sinai IT**"). In the event Mount Sinai IT does not approve the Sema4 data transfer and data storage security controls, the Mount Sinai Parties may suspend their performance under this Agreement until Mount Sinai IT provides its approval. If the Parties do not agree as to whether any such suspension is warranted, the disagreements will be referred to a special information technology committee made up of an equal number of appointees of the Mount Sinai Parties and Sema4. If such special committee is not able to resolve the disagreements, the disagreements will be referred to the Steering Committee for final resolution. Pending final resolution of the disagreements, the Mount Sinai Parties may suspend their performance under this Agreement.

7.6.2 Sema4 will limit access to the Data to Sema4 personnel who have been approved by Sema4's Data Governance Committee and are required to deliver Services to the Mount Sinai Parties.

7.6.3 Sema4 will house the Data in a cloud-based storage environment that has been approved by Mount Sinai IT.

7.6.4 Sema4 will implement, maintain and enforce security procedures and practices that comply with applicable laws, and that are designed to protect the security and confidentiality of Data and prevent unauthorized access, acquisition, destruction, use, modification and/or disclosure of such Data. Sema4 shall have a process in place for the continuous validation of the existence and effectiveness of appropriate security controls within all Sema4 environment (including any maintained by third party service providers or subcontractors) where Data is received, transmitted, stored or processed (collectively, "**Sema4 Data Environments**"). The measures to be implemented by Sema4 will include:

(1) Security Architecture.

(i) Overall Security Framework. Sema4 will have a security program consisting of a comprehensive risk-based security, privacy and compliance framework that covers people, processes and technology domains and provides control objectives that support compliance with applicable law.

(ii) Physical Security. Data will be restricted to secure facilities with limited and traceable access to authorized individuals.

(iii) Data Encryption. Data will be encrypted when in transit (SSLITLS), both over the internet and internally (e.g., while in the cloud or other internal environment) and while stored, with the goal of minimizing the ability of intruders to decipher Data, in the case of unauthorized access to systems, storage or networks.

(iv) Monitoring. Sema4 will implement reasonable technologies and procedures for regular system scanning and monitoring to track potential vulnerabilities and both actual and potential intrusion.

(2) Access Control.

(i) Authorization. Sema4 will have the ability to specify appropriate privilege levels to the Data, including viewer, uploader, contributor, or administrator roles. Project administrators will also have the ability to prevent non-administrators from copying or downloading Data.

(ii) Authentication. Access to Data will require two-factor authentication and Sema4 will implement password complexity requirements, password change requirements, and session timeout features to protect against unauthorized access to Data.

(iii) Firewalls. The security infrastructure should use network firewalls to protect all servers that process Data.

7.6.5 Auditability.

(1) Logging. Access and changes to Data shall be logged to a dedicated server, and logs shall be maintained for at least six (6) years. All user uploads shall be logged and "hashed" to verify integrity. All Data analyses shall be stamped with the date and time processed.

(2) Records Retention. Sema4 shall have the ability to delete Data.

(3) Regular Audits. Sema4 shall regularly audit its security program to ensure adequate security controls and compliance with this Agreement and applicable law.

7.6.6 Incident Response Policy. Sema4 will implement an incident response policy that specifies how Sema4 will respond in the event of a Security Incident, as defined in the BAA, as amended by the Amendment.

7.7 Data Security Audit Rights.

7.7.1 Sema4 shall [***] is in any [***]and shall [***] to determine [***] including without limitation for protection of [***]. Sema4 shall engage an independent third party cybersecurity auditor that is [***] and Sema4 shall [***] by Sema4. Sema4 will also [***] such processes. Sema4 will also [***] and that are [***] by Mount Sinai IT to Sema4. Sema4 acknowledges and agrees that Sema4 [***] this Section 7.7.1 are [***]. If the Parties do not agree as to whether [***] of this Section 7.7.1 have been [***], the disagreements will be referred to a [***] made up of [***] of the Mount Sinai Parties and Sema4. If such [***] is not able to resolve the disagreements, the disagreements will be referred to [***] for final resolution.

7.7.2 Subject to Section 7.7.3, [***] which the requirements of Section 7.7.1 are satisfied, Sema4 shall [***] Mount Sinai IT an [***] by Sema4 and [***] in accordance with the [***].

7.7.3 Within [***] after the Effective Date and within [***] during the Term of the date on which the requirements of this Section 7.7.3 are first satisfied, Sema4 shall receive (i) an [***] that Sema4 [***] and any [***] issued by such [***] to Sema4 in connection with such [***] shall be[***] to Mount Sinai IT or (ii) [***] with a rating of [***] . The requirements of Section 7.7.2 shall not apply so long as the requirements of this Section 7.7.3 are satisfied.

7.7.4 Sema4's compliance with the requirements of this Section 7.7 shall be [***] of Mount Sinai IT.

7.8 Sema4 and the Mount Sinai Parties shall comply with all applicable laws, rules and regulations and the terms of all patient consents that are applicable to Sema4's and the Mount Sinai Parties' activities under this Agreement. Sema4 and the Mount Sinai Parties acknowledge and agree that regulatory requirements and industry standards will evolve during the Term of the Agreement, and the Parties agree to amend this Agreement to bring it into full compliance and to do so in a manner that the Steering Committee reasonably recommends as a result of any such evolution.

7.9 Notwithstanding the foregoing provisions of this Article 7, Sema4 has the right to disclose the terms of this Agreement to financial advisors and actual or potential financing sources or strategic partners provided that such parties are bound by appropriate confidentiality agreements.

7.10 Joint Data Security Report. Sema4 acknowledges and agrees that it is subject to the data security requirements and methodologies set forth in the Joint Data Security Report attached hereto as Exhibit C. If the Joint Data Security Report is not appended to this Agreement as of the Effective Date, Sema4 and the Mount Sinai Parties shall have a period of ninety (90) days from the Effective Date to complete and append such Joint Data Security Report to this Agreement. Sema4 acknowledges and agrees that Sema4 will not have any access to any Covered Data until such Joint Data Security Report is completed and approved by the Steering Committee, except to the extent that any such access is expressly contemplated by another executed written agreement by and among one or more Mount Sinai Party and Sema4.

ARTICLE 8

TERM AND TERMINATION

8.1 Term. The term of this Agreement shall be five (5) years from the Effective Date, subject to earlier termination pursuant to Article 8 (the period from the Effective Date to the earlier of (i) the fifth anniversary of the Effective Date or (ii) the date on which this Agreement is terminated pursuant to Article 8 shall be referred to herein as the Initial Term. If this Agreement has not theretofore been terminated pursuant to Article 8, and if no event of default on the part of Sema4 or event which with the giving of notice or the passage of time or both would constitute an event of default on the part of Sema4 has occurred, Sema4 shall have the option to extend this Agreement for up to two additional one-year periods, such option to be exercised no later than sixty (60) days prior to the then-current expiration of this Agreement (each, an "**Extension Term**"). Upon the expiration of the Initial Term or any applicable Extension Term, this Agreement may be renewed by mutual agreement of the Mount Sinai Parties and Sema4. The period from the Effective Date to the earlier of the expiration of this Agreement, including the Initial Term and all Extension Terms, or if earlier the termination of this Agreement pursuant to Article 8, shall be referred to herein as the "**Term**".

8.2 Termination Due to Fundamental In-Term Breach. Either Sema4 or the Mount Sinai Parties may terminate a SOW as set forth in a SOW with regard to that SOW. Either Sema4 or the Mount Sinai Parties may terminate this Agreement: (i) in the case of the Mount Sinai Parties as the terminating Party, in the event of a Fundamental In-Term Breach by Sema4, (ii) in the case of Sema4 as the terminating Party, upon breach by a Mount Sinai Party of any material obligation of Mount Sinai under this Agreement that is not cured by Mount Sinai within a period of [***] after notice of such breach is given to the Mount Sinai Parties by Sema4, (iii) effective immediately by the Mount Sinai Parties if Sema4, or by Sema4 if the Mount Sinai Parties, become(s) insolvent or seek(s) protection under any bankruptcy, receivership, trust deed, assignment for the benefit of creditors, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such Party or Parties, and such proceeding is not dismissed within [***]. For the avoidance of doubt, this Agreement shall not be terminable by either Sema4 or the Mount Sinai Parties [***]. Upon the occurrence of a Fundamental In-Term Breach, Sema4 shall [***] to the Mount Sinai Parties or [***]. The Parties acknowledge and agree that the Mount Sinai Parties shall be [***] of Sema4 to [***] the Mount Sinai Parties.

8.3 Return of [***]; Termination Due to Fundamental Post-Termination Breach. Upon the expiration or termination of this Agreement pursuant to Section 8.1, Sema4 shall [***] (including for [***]) in accordance with the terms of the Agreement and BAA. Notwithstanding the foregoing, Sema4 may continue to [***] after such termination or expiration, so long as no Fundamental Post-Termination Breach has occurred and is continuing. Upon the occurrence of a Fundamental Post-Termination Breach, Sema4 shall immediately [***] the Mount Sinai Parties or [***].

8.4 Automatic Termination of Sema4 Rights to [***] Due to Adverse Financial Events. The rights of Sema4 to retain and use [***] shall terminate automatically if: (i) Sema4 becomes insolvent; (ii) makes a transfer in fraud of creditors; (iii) makes an assignment for the benefit of creditors; or admits, in writing, its inability to pay its debts as they become due; (iv) commits an act of bankruptcy; (v) files a petition under the United States Bankruptcy Code or under any other similar federal or state law; (vi) is adjudged bankrupt; or is named in a pleading or motion filed in any court proposing to reorganize or adjudicate as a bankrupt, and that pleading or motion is not discharged or denied within [***] days after its filing; (vii) has a receiver or trustee appointed for all or substantially all of its assets, and the receiver or trustee is not discharged within [***] days after its appointment; (viii) has filed against it any tax lien respecting all or substantially all of its property and such tax lien shall not be discharged, removed, or bonded over within sixty (60) days of the date on which it was filed; or (ix) has its assets assigned by law (the events and/or circumstances described in clauses (i)-(ix), collectively, "**Adverse Financial Events**"). Sema4 shall [***] and [***] the Mount Sinai Parties immediately upon occurrence of an Adverse Financial Event.

8.5 Termination by Mount Sinai Parties in Event of [***]. In the event [***] by Sema4 during the Term [***], the Mount Sinai Parties shall have the right to terminate this Agreement upon written notice to Sema4 effective as of [***]. Upon such termination, certain of the provisions hereof shall survive such termination in accordance with Section 9.15. This Section 8.5 does not apply in the case of any [***].

8.6 Effect of Termination. Termination of this Agreement will not affect the rights and obligations of the Parties accrued prior to termination hereof. Upon termination of this Agreement, certain of the provisions hereof shall survive such termination in accordance with Section 9.15. In the event of any termination or expiration of this Agreement, and without limiting any other provision of this Agreement, the Parties shall cooperate to effect a transition of the Services.

ARTICLE 9

MISCELLANEOUS

9.1 Records. Sema4 agrees to maintain and make available during this Agreement and for a period of four (4) years thereafter, upon the written request of the Mount Sinai Parties, the Secretary of the Department of Health and Human Services, the Comptroller General, or other applicable government authority, this Agreement, and any other books, records, data and documents that are necessary to certify the nature, performance, and extent of the Services furnished under this Agreement.

9.2 Use of Name. The Parties acknowledge and agree that this Agreement does not grant any Party the right to use any trademark of another Party without such Party's prior written consent.

9.3 NO SPECIAL DAMAGES. EXCEPT FOR THIRD PARTY INDEMNIFICATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME) ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED ON CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE) OR OTHERWISE.

9.4 Indemnification.

9.4.1 Each Mount Sinai Party agrees to indemnify Sema4, its affiliates, and its and their respective officers, directors, trustees, employees, subcontractors and agents (collectively, the "**Indemnified Parties**") against any and all claims, liabilities, and/or suits, including losses, damages, expenses, and reasonable attorneys' fees for defending those claims, liabilities, and/or suits (collectively, "**Claims**"), caused by: (i) such Mount Sinai Party's [***], (ii) a Mount Sinai Party's [***] (provided that in the case of this clause (ii) the Mount Sinai Parties' indemnification obligations shall be limited to claims by Third Parties), or (iii) the [***] of such Mount Sinai Party under this Agreement; provided that no Mount Sinai Party shall have any indemnification obligation hereunder to the extent any Claim results from any Sema4 Indemnified Party's [***].

9.4.2 Sema4 agrees to indemnify the Mount Sinai Parties' Indemnified Parties against any and all Claims caused by: (i) Sema4's [***] under this Agreement, provided that Sema4 shall have no indemnification obligation hereunder to the extent any Claim results from the Mount Sinai Parties' Indemnified Party's [***], (ii) any claim that the Services or any Deliverable [***] any [***], including but not limited to [***]; provided that Sema4 shall have no indemnification obligation hereunder to the extent any Claim results from a Mount Sinai Party Indemnified Party's [***]; (iii) any failure of Sema4 or any collaborator of Sema4 or any Third Party to which Sema4 [***] to [***] prior to the [***], (iv) any [***]; and (v) any claims of Third Parties arising out of Sema4's [***]; provided that Sema4 shall have no indemnification obligation hereunder to the extent any Claim is [***].

9.4.3 Each Party agrees to provide the other Party with prompt notice of any demand, claim, cause of action or suit to which these indemnification provisions apply. The indemnifying Party shall have the exclusive right to control the defense of any such demand, claim or suit, including choice of counsel and any settlement thereof, provided that, as a condition of such control, the indemnifying Party shall first provide written confirmation that it will fully defend and indemnify the indemnitee in this and all related matters.

9.4.4 No settlement by an indemnifying Party on behalf of any Indemnified Parties, shall acknowledge or implicate any liability, fault, or wrongdoing on the part of such Indemnified Party without such Indemnified Party's prior written consent. The indemnifying Party shall not settle or compromise any claim or action giving rise to liabilities in a manner that

imposes any restrictions or obligations on the Indemnified Party, or grants any rights to affecting the Indemnified Party, without the Indemnified Party's prior written consent.

9.5 Representations. Sema4 represents, warrants, and covenants that:

9.5.1 it has obtained and will continue to maintain any consent, approval, credential, certification, authorization, or license required in connection with the execution, delivery and performance of this Agreement;

9.5.2 neither it nor the Sema4 Personnel: (a) has been convicted of or charged with a criminal offense related to health care (unless it has been reinstated to participation in Medicare after being excluded because of the conviction), or (b) is excluded, debarred, or otherwise ineligible for participation in any government health care program or government payment program, and it will notify the Mount Sinai Parties in writing immediately if any of the foregoing should occur, and the Mount Sinai Parties may immediately terminate the whole or any part of this Agreement, receive a refund of all compensation paid and pursue any other remedies available at law or in equity.

9.6 Insurance. During the term of this Agreement, for so long as Sema4 has rights under Section 6.5, and (except in the case of occurrence-based policies) for at least three (3) years after any Fundamental Post-Termination Breach has occurred, Sema4 shall procure and maintain at its sole expense the following insurance covering Sema4's performance under this Agreement, and Sema4 shall not unreasonably fail to procure such additional commercially-available insurance as the Steering Committee shall prescribe from time to time in connection with Sema4's performance under this Agreement.

9.6.1 Occurrence based commercial general liability insurance, including, without limitation, coverage for bodily and/or personal injury and death, property damage (including loss of property and use of property), and contractual liability, with separation of insureds, the Mount Sinai Parties named as additional insureds on a primary and non-contributory basis and limits of not less than $[***] each occurrence and $[***] in the aggregate.

9.6.2 Errors and omissions insurance with limits of not less than $[***] each occurrence and $[***] in the aggregate.

9.6.3 Workers compensation insurance as required by applicable law and employer's liability insurance with limits of not less than $[***] per accident.

9.6.4 Occurrence based cyber insurance (including security and privacy) with limits of not less than those applicable under the comparable policies maintained by the Mount Sinai Parties from time to time (or such lesser policy limits as the Mount Sinai Parties shall reasonably approve in light of the volume of Covered Data to which Sema4 has rights hereunder at any applicable time and whether such Covered Data is Identified Covered Data or De-Identified Covered Data).

9.6.5 Sema4 shall purchase tail coverage if any claims made coverage is discontinued or terminated at any time during or after the term of this Agreement unless such tail

coverage is not commercially available (in which case Sema4 shall promptly give notice of such unavailability to the Mount Sinai Parties).

9.6.6 Upon the request of the Mount Sinai Parties, Sema4 agrees to provide a current and valid Certificate of Insurance evidencing the insurance coverage required by this Agreement. Any material modification or alteration in such coverage shall be promptly communicated to Mount Sinai Parties and the Steering Committee in writing at least thirty (30) days in advance.

9.7 Governing Law. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of New York, without giving effect to any conflicts of laws principles. The Parties hereby irrevocably submit to the exclusive jurisdiction of and venue in any state or federal courts located within New York County in the State of New York with respect to any and all disputes concerning or otherwise arising under this Agreement.

9.8 Assignment.

9.8.1 Neither this Agreement nor any right or obligation hereunder may be assigned or otherwise transferred (whether voluntarily, by operation of law or otherwise), without the prior express written consent of the other party; provided that: (i) the Mount Sinai Parties may assign this Agreement to another entity that is controlled by the Mount Sinai Parties or in connection with a reorganization, merger or sale of substantially all of such Party's assets relating to the subject matter hereto on reasonable advance notice to Sema4; and provided further that (ii) Sema4 may assign this Agreement to another entity that is controlled by Sema4 or in connection with a reorganization, merger or sale of substantially all of Sema4's assets on reasonable advance notice to the Mount Sinai Parties, provided, however, that Sema4 may not assign this Agreement to any Prohibited Person. Sema4's rights under this Section 9.8.1 shall be subject to the restrictions on the sale of the De-identified Covered Data set forth in Section 6.5.5.

9.8.2 No permitted assignment will relieve the assigning Party of responsibility for the performance of any obligations that accrued prior to such assignment, and except as set forth otherwise in Section 8.5, any permitted assignee shall assume all obligations of its assignor under this Agreement. Any prohibited assignment of this Agreement or any rights, and any prohibited delegation of any obligations hereunder, will be null and void.

9.9 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

9.10 Notices. Each Party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed below by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

9.11 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9.12 Counterparts. This Agreement may be executed in one or more counterparts and by facsimile or pdf, each of which shall be deemed an original and all of which shall he taken together and deemed to be one instrument.

9.13 Entire Agreement. This Agreement, the BAA and the SOWs collectively constitute the final, complete and exclusive agreement of the parties and supersedes and merges all prior or contemporaneous discussions between the Parties with respect to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by a duly authorized officer of each Party.

9.14 Independent Contractors. The Parties agree that this Agreement creates an independent contractor relationship. Neither Party has the authority to bind the other Party without the express written authorization of the other Party. Neither this Agreement, nor any terms and conditions contained herein, may be construed as creating or constituting an employer-employee, franchisor-franchisee, partnership, joint venture or agency relationship between the Parties.

9.15 Survival.

9.15.1 The following provisions of this Agreement shall survive the termination of this Agreement for so long as no Fundamental Post-Termination Breach has occurred: Section 3.1, Section 3.2, Section 6.2, Section 6.5, Section 6.6 and Section 7.6, and each such Section shall terminate if a Fundamental Post-Termination Breach occurs.

9.15.2 The following provisions of this Agreement shall survive the termination of this Agreement and the occurrence of a Fundamental Post-Termination Breach: Article 1, Section 6.4 (first sentence), Section 6.5.1, Section 6.5.2, Section 6.5.5, Section 6.7, Section 6.9, Section 6.10, Article 7, Section 8.2, Section 8.3, Section 8.4, Section 8.5, Section 8.6, Sections 9.1 through 9.4 and Sections 9.6 through 9.18.

9.16 No Joint and Several Liability. The Parties acknowledge and agree that ISMMS and each Hospital is separately incorporated, responsible solely for its own obligations and liabilities, and shall not be responsible for the obligations of any of the other Mount Sinai Parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

AGREED:
MOUNT SINAI GENOMICS, INC.

By: /s/ Matthew Rosamond
Name: Matthew Rosamond
Title: CFO

AGREED:
ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI

By: /s/ Kenneth L. Davis, MD
Name: Kenneth L. Davis, MD
Title: President and CEO

AGREED:
THE MOUNT SINAI HOSPITAL

By: /s/ Kenneth L. Davis, MD
Name: Kenneth L. Davis, MD
Title: President and CEO

AGREED:
BETH ISRAEL MEDICAL CENTER

By: /s/ Kenneth L. Davis, MD
Name: Kenneth L. Davis, MD
Title: President and CEO

AGREED:
ST. LUKE'S-ROOSEVELT HOSPITAL CENTER

By: /s/ Kenneth L. Davis, MD
Name: Kenneth L. Davis, MD
Title: President and CEO

AGREED:
THE NEW YORK EYE AND EAR INFIRMARY

By: /s/ Kenneth L. Davis
Name: Kenneth L. Davis
Title: President and CEO

Exhibit A

[Reserved]

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

Exhibit B

Statement of Work for Phase 1

[***]

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

Exhibit C

Joint Data Security Report

[***]

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

Exhibit D

Alliance Manager Duties and Services

[***]

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

FIRST AMENDMENT TO DATA STRUCTURING AND CURATION AGREEMENT

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

THIS FIRST AMENDMENT TO THE DATA STRUCTURING AND CURATION AGREEMENT (this "**Amendment**"), effective as of March 11, 2020 (the "**Amendment Effective Date**"), is made by and among Mount Sinai Genomics, Inc., d/b/a Sema4 having a business address of 333 Ludlow St, Stamford, CT 06902 **(**"**Sema4**"), and on the other hand, Icahn School of Medicine at Mount Sinai, a not-for-profit New York education corporation with a principal business address of One Gustave L. Levy Place, New York, NY 10029 **(**"**ISMMS**"), The Mount Sinai Hospital **(**"**MSH**"), Beth Israel Medical Center **(**"**BIMC**"), St. Luke's-Roosevelt Hospital Center **(SLR**"), and The New York Eye and Ear Infirmary **(**"**NYEE**") (each a "**Hospital"** and collectively (the "**Mount Sinai Hospitals**"), ISMMS and the Mount Sinai Hospitals shall collectively be referred to as the "**Mount Sinai Parties;**" each of Sema4 and the Mount Sinai Parties are also sometimes referred to herein individually as "**Party**" or jointly as the "**Parties**."

WHEREAS, the Parties entered into a Data Structuring and Curation Agreement, effective as of August 1, 2019 (the "**Agreement**"); and

WHEREAS, the Parties wish to amend certain provisions of the Agreement in accordance with the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS. For the purposes of this Amendment, capitalized words and phrases not otherwise defined herein shall have the meanings set forth in the Agreement.

2. AMENDMENTS TO THE AGREEMENT.

a. The Agreement is hereby amended by deleting Paragraph 6.6.1 of the Agreement in its entirety and replacing it with the following:

> 6.6.1 To the extent permitted under this Agreement, Sema4 may provide access to [***] to Third Parties in connection with Sema4's [***], which shall include [***] (but which [***]). Sema4 shall provide such access only through a [***], provided that Sema4 may [***] De-Identified Covered Data to Third Parties solely to the [***] the Third Parties to [***] with Sema4, and provided further that Sema4 shall [***] the Mount Sinai Parties of any such [***], [***] the Mount Sinai Parties when an agreement with a Third Party collaborator [***], and shall [***] the Mount Sinai Parties when a Third Party has [***] the [***], as set forth below. Any other [***] of the [***] by this Section 6.6.1 shall [***] the Mount Sinai Parties, which [***]. Notwithstanding the foregoing, until such [***] for a Third Party to determine that any specific [***] to which

the Third Party is [***] of the Mount Sinai Parties, Sema4 shall [***] the [***] to which Third Parties are [***] to [***] that has been [***], [***] that are mutually agreed on by the Parties, each acting reasonably.

3. MISCELLANEOUS.

a. Counterparts. This Amendment may be executed in any number of counterparts and by the Parties on separate counterparts. Each counterpart shall constitute an original of this Amendment, but together the counterparts shall constitute one document.

b. Full Force and Effect. All of the provisions of the Agreement shall remain in full force and effect as so amended. If any term or provision of this Amendment shall be deemed prohibited by or invalid under any applicable law, such provision shall be invalidated without affecting the remaining provisions of this Amendment.

c. Complete Agreement. The Agreement, as amended by this Amendment, is the final, complete and exclusive agreement of the Parties and supersedes and merges all prior or contemporaneous discussions between the Parties with respect to the subject matter hereof. No modification of or amendment to the Agreement, nor any waiver of any rights under the Agreement, will be effective unless in writing and signed by a duly authorized officer of each Party.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized officers as of Amendment Effective Date.

Mount Sinai Genomics, Inc.

By: /s/ Joel Sendek

Name: Joel Sendek

Title: CFO

Date: 5/27/2020

Icahn School of Medicine at Mount Sinai

By: /s/ Kenneth L. Davis

Name: Kenneth L. Davis, MD

Title: CEO

Date: 5/20/2020

The Mount Sinai Hospital

By: /s/ Kenneth L. Davis

Name: Kenneth L. Davis, MD

Title: CEO

Date: 5/20/2020

Beth Israel Medical Center

By: /s/ Kenneth L. Davis

Name: Kenneth L. Davis, MD

Title: CEO

Date: 5/20/2020

St. Luke's-Roosevelt Hospital Center

By: /s/ Kenneth L. Davis

Name: Kenneth L. Davis, MD

Title: CEO

Date: 5/20/2020

The New York Eye and Ear Infirmary

By: /s/ Kenneth L. Davis

Name: Kenneth L. Davis, MD

Title: CEO

Date: 5/20/2020

Bio*Me* Biospecimen and Data Access Agreement

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

This **Bio*Me* Biospecimen and Data Access Agreement** ("Agreement") is made by and between Icahn School of Medicine at Mount Sinai, a New York nonprofit education corporation, with a place of business at One Gustave L. Levy Place, New York, NY 10029 ("ISMMS") and Mount Sinai Genomics, Inc., d/b/a Sema4, a Delaware corporation having a business address at 333 Ludlow St., South Tower, 3rd Floor, Stamford, CT 06902 ("Sema4").

WHEREAS, ISMMS desires to support and to conduct research to further the educational, scholarship and research objectives of ISMMS as a nonprofit, tax-exempt educational institution;

WHEREAS, Sema4 desires to conduct research in order to support its R&D Activities (as defined below);

WHEREAS, ISMMS is willing to provide certain [***] for use by the parties in [***] under the terms specified herein;

WHEREAS, Sema4 is willing to conduct [***] provided by ISMMS and to provide such [***] to ISMMS for use by the parties in [***] under the terms specified herein; and

WHEREAS, Sema4 is a CLIA certified lab and has received and maintains approval from the New York State Department of Health to perform clinical whole exome sequencing in the manner set forth in Exhibit D hereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. DEFINITIONS. Capitalized terms not otherwise defined in this Agreement shall have the following meanings:

1.1 "Approved Protocol" means the applicable research protocol that has been approved by [***].

1.2 "Bio*Me* Subjects" means those [***] in the Bio*Me* Biobank.

1.3 "Bio*Me* Biobank" is the [***] maintained by ISMMS that contains the Biospecimens.

1.4 "Biospecimens" means [***] collected from Bio*Me* Subjects.

1.5 "Clinical Data" means, collectively, [***].

1.6 "Collaboration Agreement" means and agreement between a Collaborator or Subcontractor, on the one hand, and ISMMS or Sema4, on the other hand, that involves the Data.

1.7 "Collaborators" means ISMMS Collaborators (as defined in Section 4.8(b)) and/or Sema4 Collaborators (as defined in Section 6.9).

1.8 "Commercial Entity" means any entity other than a Non-Commercial Entity.

1.9 "Data" means, collectively, [***].

1.10 "Data Freeze" means the [***] to be made available to ISMMS under this Agreement and Exhibit D, attached hereto and incorporated herein by reference.

1.11 "De-Identified" (including its variants such as "De-Identify" and "De-Identification") means [***].

1.12 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the implementing regulations, including, but not limited to, 45 C.F.R. Parts 160 and Part 164, all as may be amended from time to time.

1.13 "Institutional Review Board" or "IRB" means ISMMS's institutional review board.

1.14 "Intellectual Property" means any and all rights in and to formulae, inventions, discoveries, technology, know-how, data, databases, documentation, reports, materials, writings, designs, computer software, algorithms, processes, principles, methods, techniques and other information, including patents, trademarks, service marks, trade names, registered designs, design rights, copyrights and any rights or property similar to any of the foregoing in any part of the world, whether registered, or not, together with the right to apply for the registration of any such rights.

1.15 "Non-Commercial Entity" means an entity that is a nonprofit organization, academic institution, government organization, or similar non-commercial entity.

1.16 "Protected Health Information" or "PHI" shall have the meaning of that term as defined in HIPAA.

1.17 "R&D Activities" means research, including for the discovery of clinical and commercial research tools, products (including components of products), therapies or services for the treatment, prevention, palliation, delay and/or diagnosis of diseases or disorders or the improvement of quality of life.

1.18 "Secure Access Portal" means, with respect to a party providing Data or making Data available to any third party recipient, a method of providing access to such Data to such recipient in a manner designed to ensure that Data remains on the servers or cloud-based service controlled by such party, for which functionality is enabled that is designed to prevent downloading by a third party, and where access is not permitted without appropriate authorization from the providing party or administrators authorized by the providing party. For purposes of this definition, servers or cloud-based services will be deemed to be controlled by a party if: (a) such servers or service are either owned, leased or otherwise contracted for by such party and (b) such party has the ability to administrate access and security controls for such servers or services.

1.19 "Secure File Transfer" means with respect to a party providing Data or making Data available to Collaborators including Subcontractors, a method of providing access to such Data by transferring Data. A Secure File Transfer is only permitted in those circumstances where access through a Secure Access Portal is not adequate to enable the conduct of the R&D Activities. A Secure File Transfer must be pursuant to a written Collaboration Agreement. The written Collaboration Agreement must set forth all of the terms and conditions contained in 6.9 and otherwise comply with the terms of this agreement.

1.20 "Sequence Data" means, collectively, the [***] and the [***], conducted by Sema4 or its subcontractors as set forth in Exhibit D. Sequence Data excludes [***].

1.21 "Sequencing" includes [***] as set forth in Exhibit D, and any other methods set forth in the Approved Protocol or otherwise mutually agreed to by the parties.

1.22 "Subcontractors" include a person or entity that provides services to a party for purposes of performing a party's obligations under this Agreement.

2. APPROVED PROTOCOL. The parties agree to comply with all requirements of the Approved Protocol. In the event of a conflict or inconsistency between the terms of the Approved Protocol and the terms of this Agreement, the parties will work together to resolve the inconsistency in a manner consistent with the intention of this Agreement.

3. BIOSPECIMENS.

3.1 ISMMS PROVISION OF BIOSPECIMENS TO SEMA4. ISMMS will provide Sema4 with [***] Biospecimens in accordance with the requirements set forth in Exhibit F and will use reasonable efforts to provide such Biospecimens within the timeframes set forth in Exhibit E, attached hereto and incorporated herein by reference. ISMMS will code each Biospecimen so that ISMMS may link it to Clinical Data concerning the Bio*Me* Subject for such Biospecimen.

3.2 [Reserved.]

3.3 QUALITY APPROVAL. The acceptance criteria for Biospecimens are set forth in Exhibit F.

3.4 USE OF BIOSPECIMENS. Sema4 may use the Biospecimens only to perform [***] as set forth in the Approved Protocol and for Validation Purposes (as defined in Section 10.4(a)) in accordance with this Agreement. Sema4 may not use the Biospecimens for [***]. For clarity, Sequencing will be limited to those methods as set forth in the Approved Protocol or as otherwise mutually agreed by the parties.

3.5 LICENSE TO BIOSPECIMENS. ISMMS hereby grants to Sema4 a non-exclusive, worldwide, royalty free, fully paid-up, sublicensable (only to Subcontractors) license to [***] as set forth in the Approved Protocol and for Validation Purposes (as defined in Section 10.4(a)) in accordance with this Agreement.

3.6 DESTRUCTION UPON WITHDRAWAL OF PARTICIPATION IN BIOME BIOBANK. Sema4 will promptly destroy any Biospecimen for a Bio*Me* Subject upon receipt of notice from ISMMS that such individual has withdrawn participation in the Bio*Me* Biobank.

4. SEQUENCING AND SEQUENCE DATA

4.1 SEQUENCING. Sema4 shall use [***] to complete the [***] Sequencing of all Biospecimens within [***] months from the date that ISMMS provides all of the Biospecimens to Sema4, as described in Exhibit E.

4.2 ACCESS TO SEQUENCE DATA BY ISMMS. The Sequence Data shall be made available to ISMMS for download to ISMMS local systems as described in this Section 4.2 and in accordance with Exhibit D.

(a) PROVISION OF [***] SEQUENCE DATA. Sema4 shall provide to ISMMS the [***] Data in the form set forth in Exhibit D. Sema4 shall use [***] to provide ISMMS with the [***] Data within the timeframes set forth in Exhibit E. Sema4 shall make such [***] available to ISMMS within [***] days of completing [***].

(b) PROVISION OF [***] DATA. Sema4 shall provide to ISMMS the [***] Data in the form set forth in Exhibit D. Sema4 shall use [***] to provide to ISMMS such [***] within the timeframes set forth in Exhibit E. Sema4 shall make such [***] available to ISMMS within [***] days of completing such [***].

(c) CODING OF SEQUENCE DATA. Sema4 shall provide the Sequence Data to ISMMS for each Biospecimen with the original ISMMS bar code number associated with that Biospecimen.

(d) TIME PERIOD OF ACCESS. After the [***] period immediately following ISMMS's receipt of the [***], Sema4 shall [***] ISMMS with [***] to such [***].

4.3 QUALITY. Sema4 shall provide the same Sequence Data to ISMMS as Sema4 uses for its own R&D Activities.

4.4 [***]. This Agreement is [***] and ISMMS [***] any Biospecimens in the Bio*Me* biobank.

4.5 SECURITY OF SEQUENCE DATA. Sema4 and ISMMS shall secure Sequence Data according to Section 6.4.

4.6 PROVISION OF ACCESS TO SEQUENCE DATA TO THIRD PARTIES. Sema4 may provide access to Sequence Data to third parties only as permitted by Section 6.9.

4.7 PROVISION OF SEQUENCE DATA TO JOURNALS. Sema4 and ISMMS may release Sequence Data as necessary to validate research findings as required by journals for publication or for non-profit or governmental funding agencies; provided, however, that a party shall provide [***] of Sequence Data [***] for that purpose.

4.8 ISMMS USE OF SEQUENCE DATA.

(a) Subject to the terms and conditions of this Agreement, Sema4 hereby grants to ISMMS a nonexclusive, worldwide, royalty free, fully paid-up, sublicensable (only to Subcontractors and ISMMS Collaborators in accordance with Section 6.9) license to access, store and use the Sequence Data for research purposes described in Section 4.8(b). The license shall be perpetual except as set forth in Section 10.4(b).

(b) ISMMS may use Sequence Data only for: (i) its own internal research purposes, and (ii) research conducted in collaboration with other Non-Commercial Entities ("ISMMS Collaborators"). ISMMS may not use Sequence Data in research collaborations with Commercial Entities or in any research sponsored or paid for

by any Commercial Entity, except as approved in advance in writing by Sema4, which may be withheld in Sema4's sole discretion. This section does not apply to Analyses, as defined in Section 8 of this Agreement.

(c) The restrictions set forth in Section 4.8(b) above shall expire: (i) for Sequence Data generated in the period of time between the Effective Date and [***] thereafter, [***]) years following the end of such [***] year period, and (ii) for Sequence Data generated in the subsequent one (1) year periods during the Term that follow such [***] year period, [***] years following the end of such subsequent one (1) year period. For Clarity, upon such [***], ISMMS shall [***] research collaborations with Commercial Entities.

5. CLINICAL DATA.

5.1 PROVISION OF CLINICAL DATA. ISMMS shall provide to Sema4 Clinical Data associated with each Biospecimen as described in Exhibit C, attached hereto and incorporated herein by reference, and ISMMS shall use [***] to provide such Clinical Data within the timeframes set forth in Exhibit E.

(a) DATA SCHEMA. The provisional data dictionary and data schema describing the content and format of the Clinical Data ("Data Schema") to be provided to Sema4 are set forth as Exhibit C and incorporated herein by reference. ISMMS shall [***] Sema4; provided that, ISMMS [***] (*e.g.*, t[***]). ISMMS [***] Clinical Data that ISMMS [***] and that ISMMS [***] the Data Schema, upon mutual agreement of the parties that ISMMS will [***] Data Schema, ISMMS shall [***] Sema4 [***] Clinical Data, and Exhibit C shall be automatically amended to reflect such mutual agreement. ISMMS shall [***] with Sema4 in providing the Clinical Data in a format that is usable by Sema4 and shall provide Clinical Data to Sema4 with [***] by Sema4 that [***], as mutually agreed by the parties, to [***] the Clinical Data by Sema4.

(b) PROVISION OF KEY TO CODED CLINICAL DATA. With respect to the [***] Sequence Data, ISMMS will [***] in the [***] to the corresponding Clinical Data concurrently with the provision of the [***] to ISMMS.

5.2 SEMA4 LICENSE TO CLINICAL DATA. ISMMS hereby grants to Sema4 a nonexclusive, worldwide, royalty free, fully paid-up, sublicensable (only to Subcontractors of Sema4 and Sema4 Collaborators in accordance with Section 6.9) license to the Clinical Data to use such Clinical Data as permitted by this Agreement and the Approved Protocol (including for R&D Activities permitted under the Approved Protocol). The license shall be perpetual except as set forth in Section 10.4.

5.3 SECURITY OF CLINICAL DATA. Sema4 shall [***] that its Collaborators [***] Clinical Data as provided in Section 6.4.

5.4 PROVISION OF ACCESS TO CLINICAL DATA TO THIRD PARTIES. Sema4 may provide access to Clinical Data to third parties only as permitted by Section 6.9.

5.5 ISMMS USE OF CLINICAL DATA. For clarity, nothing herein shall be interpreted as restricting any legal use by ISMMS of Clinical Data.

6. DATA SECURITY, DATA PRIVACY AND DATA SHARING.

6.1 DE-IDENTIFICATION. ISMMS will only provide De-Identified Clinical Data to Sema4 under this Agreement. The Clinical Data shall be fully De-Identified by ISMMS under the HIPAA regulations. ISMMS shall use the HIPAA "safe harbor" method (45 CFR §164.514(b)(2)) for De-Identifying the Clinical Data provided to Sema4, unless the HIPAA "expert determination" method (45 CFR §164.514(b)(1)) is requested by Sema4 and mutually agreed to by the parties. If the "expert determination" method is used, Sema4 shall be [***]. If, despite ISMMS's obligation to provide De-Identified Clinical Data to Sema4 under this Section 6.1, ISMMS [***], then ISMMS shall [***], and will provide [***]. In that case, ISMMS shall, within [***], fully De-Identify such Clinical Data and provide it to Sema4, either by: (a) [***], or (b) [***] the Data Schema. If Sema4 must [***] Clinical Data under this Section 6.1, ISMMS shall corresponding to such Clinical Data [***] that ISMMS provides Clinical Data that meets the definition of De-Identified Clinical Data.

6.2 NO RE-IDENTIFICATION. Except as specifically permitted by ISMMS and any necessary Bio*Me* Subject consent, Sema4 shall not attempt in any manner, directly or indirectly, to identify the Bio*Me* Subjects or their family members, or to enable any third party to do so, and shall not contact any Bio*Me* Subject if identified for any reason. Sema4 shall notify ISMMS immediately if Sema4 identifies a Bio*Me* Subject, or if it becomes aware that a Subcontractor or Sema4 Collaborator has identified such an individual. Sema4 agrees to destroy any remaining Biospecimens, Sequence Data or Clinical Data related to a Bio*Me* Subject who has been so identified.

6.3 [***]. Sema4 will not use Clinical Data to [***], in a manner that [***], nor will Sema4 use the Clinical Data in a manner that may have [***].

6.4 SECURITY REQUIREMENTS. Sema4, with respect to Sequence Data and Clinical Data and ISMMS, with respect to Sequence Data, shall implement the security requirements set forth in Exhibit B attached hereto and incorporated by reference. Each party may provide access to Subcontractors or Collaborators to Sequence Data or Clinical Data as applicable, only as permitted by this Agreement and only through a Secure Access Portal, or pursuant to a Secure File Transfer, and in conformance with the Security Program defined at Exhibit B.

6.5 NOTIFICATION OF [***] NOT IN COMPLIANCE WITH AGREEMENT. A party shall report to the other party as soon as reasonably practicable, but in no event more than [***], after becoming aware of any [***] by the first party, its Collaborators or its Subcontractors, which [***] is in violation of this Agreement or applicable law. The notifying party shall promptly mitigate, to the extent practicable, any harmful effect of a [***] in violation of this Agreement or applicable law. Each party agrees to fully cooperate, coordinate with and assist the other parties in any investigation and in gathering the information necessary to determine any legal obligations.

6.6 APPLICABLE LAW. Each party shall, and shall ensure that its Collaborators and Subcontractors, use the Data only in accordance with applicable law, including but not limited to any applicable state health information confidentiality laws, and subject to any applicable restrictions or limitations described in the Approved Protocol.

6.7 SITE OF ACTIVITIES. Each party shall perform all activities set forth in this Agreement within the United States. The Biospecimens and Data shall at all times remain within the United States.

6.8 SUBPOENAS AND COURT ORDERS. Sema4 shall notify ISMMS in the event Sema4 receives a subpoena or a court order to [***], with advance notice to allow ISMMS a reasonable time to object to the [***], if and to the extent such advance notice is legally permissible. ISMMS shall notify Sema4 in the event ISMMS receives a subpoena or a court order to [***], with advance notice to allow Sema4 a reasonable time to object to the [***], if and to the extent such advance notice is legally permissible.

6.9 DATA SHARING LIMITATIONS.

(a) Sema4 may provide access to Clinical Data or Sequence Data to Subcontractors and to third parties under contract with Sema4 to access the Data for R&D Activities permitted under the Approved Protocol (such third parties collectively referred to herein as "Sema4 Collaborators") pursuant to a written Collaboration Agreement, provided that, in addition to its obligations under Section 6.4, Sema4 shall:

(i) grant access to Sema4 Collaborators and Subcontractors only [***];

(ii) contractually prohibit Sema4 Collaborators and Subcontractors from [***];

(iii) require Sema4 Collaborators and Subcontractors to: (1) not attempt in any manner, directly or indirectly, to [***], (2) not contact any [***], (3) notify Sema4 immediately if [***] in connection with the use of the Data by the Sema4 Collaborator or Subcontractor;

(iv) prohibit Sema4 Collaborators and Subcontractors from using Clinical Data: (1) to [***], or (2) in a manner that [***].

(v) require Sema4 Collaborators and Subcontractors to use the Data only in accordance with applicable laws, including but not limited to applicable state health information confidentiality laws;

(vi) require Sema4 Collaborators and Subcontractors to use Data only for [***];

(vii) require Subcontractors to use Data only to provide services to Sema4;

(viii) require Sema4 Collaborators and Subcontractors to comply with the rules Sema4 issues to implement its Security Program as set forth in Exhibit B;

(ix) require Sema4 Collaborators and Subcontractors to report to Sema4 as soon as reasonably practicable, but in no event more than [***], after becoming aware of any [***] that is in violation of this Agreement or applicable law, including [***] in violation of the requirements described in clauses (ii)-(viii) of this Section 6.9(a) and, within ten (10) business days of such notification, to submit to Sema4 a detailed written report including the date and nature of the event, actions taken or to be taken to remediate the issue(s) and plans or processes developed to prevent

further [***], including specific information on timelines anticipated for action; and

(x) require Sema4 Collaborators and Subcontractors to [***] and confirm to Sema4 in writing the [***] immediately upon the expiration or termination of the Collaboration Agreement; and

(xi) be fully responsible to ISMMS under Section 14.2 of this Agreement for compliance by Sema4 Subcontractors and Sema4 Collaborators with the requirements described this Section 6.9(a).

(b) ISMMS may provide access to Sequence Data to its Subcontractors and to ISMMS Collaborators (as defined above in Section 4.8(b)) pursuant to a written Collaboration Agreement, provided that ISMMS shall:

(i) grant access to ISMMS Collaborators and Subcontractors only through a [***];

(ii) contractually prohibit ISMMS Collaborators and Subcontractors from [***];

(iii) require ISMMS Collaborators and Subcontractors to use Sequence Data only in accordance with applicable laws, including but not limited to applicable state health information confidentiality laws;

(iv) require ISMMS Collaborators to use Sequence Data only for [***];

(v) require Subcontractors to use Sequence Data only [***];

(vi) ensure that ISMMS Collaborators and Subcontractors shall report to ISMMS as soon as reasonably practicable, but in no event more than [***], after becoming aware of any [***] in violation of this Agreement or applicable law, including [***] in violation of the requirements described in Section 6.9(b) and, within ten (10) business days of such notification, to submit to ISMMS a detailed written report including the date and nature of the event, actions taken or to be taken to remediate the issue(s) and plans or processes developed to prevent further such [***], including specific information on timelines anticipated for action;

(vii) require ISMMS Collaborators and Subcontractors to comply with the rules ISMMS issues to implement its Security Program at Exhibit B; and

(viii) require ISMMS Collaborators and Subcontractors to [***], or to [***] immediately upon the expiration or termination of the Collaboration Agreement; and

(ix) be fully responsible to Sema4 under Section 14.3 of this Agreement for compliance by such Subcontractors and ISMMS Collaborators with the requirements described in this Section 6.9.

7. CONFIDENTIALITY.

7.1 DEFINITION. For the purposes of this Agreement, "Confidential Information" means any proprietary and confidential information, including but not limited to software and data (including financial, operational, customer, and vendor data owned or controlled by one party hereto, and disclosed by such party to the other during the Term in connection with this Agreement) where such information is not generally known by or disclosed to the public, and shall include, without limitation, the terms of this Agreement. Notwithstanding anything herein to the contrary, "Confidential Information" shall not include information that is: (a) already known to or otherwise in the possession of the party receiving such information hereunder prior to receipt from the other party and that was not known or received as the result of violation of any obligation of confidentiality to the disclosing party; (b) publicly available or otherwise in the public domain prior to disclosure by a party hereto; (c) rightfully obtained by a party hereto from any third party who imposes no confidentiality obligation thereon and who the receiving party does not know to be in breach of any confidentiality obligation to the disclosing party; or (d) developed by a party without use of or reference to (i.e. independently of) any disclosure of Confidential Information made by the other party hereunder, as demonstrated by written or electronic records. Confidential Information shall not include Clinical Data, Sequence Data and/or Analyses (as defined in Section 8). Confidential Information includes the terms and conditions of this Agreement.

7.2 OBLIGATION. Each party (as a "Receiving Party") shall maintain all of the Confidential Information of the other party (the "Disclosing Party") in strict confidence and shall protect such information with the same degree of care that the Receiving Party exercises with its own Confidential Information, but in no event less than a reasonable degree of care. Except as provided in this Agreement, a Receiving Party shall not use or disclose any Confidential Information of the Disclosing Party without the express prior written consent of the Disclosing Party; provided that access to and use of any of the Disclosing Party's Confidential Information may be made to (i) those employees, faculty and other representatives within a Receiving Party's organization who have been informed of the confidentiality obligations and use restrictions herein, provided such employees, faculty and other representatives have a need to use the information to perform the Receiving Party's obligations under this Agreement (ii) a Receiving Party's Collaborators and Subcontractors in each case after the applicable Collaborator or Subcontractor has executed a legally binding non-disclosure or confidentiality agreement with provisions no less stringent than those applicable to the Receiving Party under this Agreement, (iii) a Receiving Party's counsel, accountants and other professional advisors, and (iv) the financial advisors and actual or potential financing sources or investors of a Receiving Party in each case after the applicable financial advisor or actual or potential financing source or investor has executed a legally binding non-disclosure or confidentiality agreement with provisions no less stringent than those applicable to the Receiving Party under this Agreement (collectively, a Receiving Party's "Individual Recipients"). In addition, a party receiving Confidential Information hereunder may disclose it pursuant to the order or requirement of a court or governmental agency or administrative body of competent jurisdiction, provided that the party receiving such order shall (a) notify the other party promptly of such required disclosure (and prior to the deadline for such required disclosure to the extent reasonably practical), (b) cooperate at the Disclosing Party's written request and expense, with the Disclosing Party's efforts to legally contest,

request confidential treatment of, limit the scope of, or otherwise avoid or minimize such required disclosure and (c) shall disclose Confidential Information only to the extent required pursuant to the applicable order or requirement. Each party as a Receiving Party shall be fully responsible to the other party hereto for compliance by its Individual Recipients with all of the confidentiality obligations and use restrictions herein.

7.3 RETURN OF CONFIDENTIAL INFORMATION. All of a Disclosing Party's Confidential Information, and all copies thereof, shall be and remain the property of the Disclosing Party. All such Confidential Information and any and all copies and reproductions thereof shall, upon the sooner of fifteen (15) days after (a) the receipt of written request of the Disclosing Party or (b) the expiration or termination of this Agreement, be promptly returned to the Disclosing Party or destroyed (and such destruction confirmed in writing provided to the Disclosing Party) at the Disclosing Party's directio; provided that (i) during the term of any license hereunder a Receiving Party shall not be obligated to return or destroy any licensed information; (ii) in no event shall Analyses be required to be returned or destroyed and (iii) this Agreement need not be returned or destroyed.

8. ANALYSES. Neither party is providing analysis of any Data under this Agreement to the other party (except the annotations to the Sequence Data as described in Exhibit D). Any analysis, resulting metadata created from such analysis, research results and/or conclusions resulting from research or R&D Activities using the Data, including but not limited to the discovery of a therapeutic or diagnostic target, or therapeutic or diagnostic strategy (collectively, "Analyses") is outside the scope of this Agreement and shall be owned by the party who created it. Each party is free to commercialize its Analyses, in collaboration with any other parties it may choose, with the exception that such party shall not use Analyses (or any information or data whatsoever) to identify any individual Bio*Me* Subject (and shall not permit a third party to do so).

9. COMPENSATION.

9.1 LICENSE OR USE FEE. Neither party shall charge the other party any license or use fee for the materials and Data provided pursuant to this Agreement. Reagents and materials for the preparation and shipment of the Biospecimens may be provided by Sema4 as specified in the Approved Protocol.

9.2 [***] FEE. Sema4 shall [***]ISMMS $[***] for ISMMS's [***] mutually agreed upon or otherwise specified in this Agreement ("[***]"). The [***] but is being provided only as [***] for the [***] associated with the [***] of Biospecimens and for [***]. If more than [***] samples are provided an [***]will imposed that is comparable to the [***].

9.3 INVOICES. ISMMS shall generate an invoice to Sema4 for the [***] Fee, as applicable, and Sema4 shall pay the invoice within [***].

9.4 NO INDUCEMENT. No part of any consideration paid hereunder is a prohibited payment for recommending or arranging for the referral of business or the ordering of items or services. Additionally, the parties agree that neither this Agreement nor any consideration paid hereunder is contingent upon ISMMS's use, recommendation or purchase of any products or services of Sema4 or any of their affiliates.

10. TERM AND TERMINATION.

10.1 TERM. The term of this Agreement (the "Term") shall begin on the date on which the Agreement is signed by all parties (the "Effective Date") and shall continue for five (5) years, unless terminated earlier pursuant to this Section 10. This Agreement shall automatically terminate at the end of the initial five(5) year term, unless an extension or renewal is mutually agreed to in writing signed by each party's authorized representative.

10.2 TERMINATION. A party may terminate this Agreement without penalty to the terminating party, for the following reasons:

(a) Material breach of the Agreement, if the breaching party fails to cure the breach to the satisfaction of the non-breaching parties, within [***] calendar days of breaching party's receipt of a written notice of the breach; provided that, if the occurrence of a material breach is subject to a good-faith dispute, then the party purporting to terminate this Agreement or seek remedies in Section 10.8 for such material breach shall not have the right to do so until the matter is finally adjudicated or otherwise settled by the parties;

(b) Pursuant to Sections 13.5, 16.5 and 16.12.

(c) If another party: (i) becomes insolvent; makes a transfer in fraud of creditors; makes an assignment for the benefit of creditors; or admits, in writing, its inability to pay its debts as they become due; (ii) commits an act of bankruptcy; files a petition under the United States Bankruptcy Code or under any other similar federal or state law; is adjudged bankrupt; or is named in a pleading or motion filed in any court proposing to reorganize or adjudicate as a bankrupt, and that pleading or motion is not discharged or denied within [***] days after its filing; (iii) has a receiver or trustee appointed for all or substantially all of its assets, and the receiver or trustee is not discharged within [***] days after its appointment; (iv) has filed against it any tax lien respecting all or substantially all of its property and such tax lien shall not be discharged, removed, or bonded over within [***] days of the date on which it was filed; or (v) has its assets assigned by law;

(d) Immediately upon written notice if another party is convicted in a criminal proceeding for a violation of HIPAA, or if a court or administrative agency has determined that the party has violated any standard or requirement of HIPAA, or any other security or privacy laws; and

(e) If, following the Effective Date of this Agreement, there is a change in federal or state laws, regulations or governmental administrative policy, or a change in any interpretation of such laws, rules, regulations, policies or general instructions regarding genetic or genomic research that: (i) causes a party to be unequivocally unable to fulfill its obligations in this Agreement, or (ii) renders Sema4 unable to use the Data for R&D Activities permitted by the Approved Protocol, then the parties shall negotiate in good faith to modify the Agreement to avoid any such statutory or regulatory violation in accordance with industry standards and this Agreement shall only terminate in the event that the parties are unable to reach an agreement within [***] days. Upon termination under this Section 10.2(e),

ISMMS shall return or destroy the Sequence Data, Sema4 shall return or destroy the Biospecimens, the Sequence Data and the Clinical Data.

10.3 TERMINATION BY SEMA4. Sema4 has the right, but not the obligation, to terminate this Agreement upon [***] days prior written notice if [***]% of Biospecimens [***] the [***].

10.4 EFFECT OF TERMINATION.

(a) Upon termination or expiration of this Agreement, Sema4 shall [***] and shall cause any Sema4 Subcontractor to [***] Biospecimens. Sema4 shall [***] to ISMMS, except that Sema4 may [***] Biospecimens to [***]. For purposes of this Agreement, "[***]" means [***].

(b) If this Agreement is terminated by Sema4 under Section 10.2(a) as a result of ISMMS's breach of its obligations under Section 3.1, Section 3.3, Section 4.8(b) or Section 6 or under Section 10.3, then the [***], and in addition to any [***], ISMMS shall [***] the Sequence Data, with the [***] that ISMMS shall [***]. The termination of this Agreement for any other reason shall not affect the [***], but in the event of a termination of this Agreement under Section 10.2(a) as a result of ISMMS's breach of its obligations under any provision of this Agreement other than Section 3.1 or Section 3.3, Sema4 shall have such other remedies as may be available to it at law or in equity.

(c) If this Agreement is terminated by ISMMS under Section 10.2(a), then the [***]. In addition to any remedies available to ISMMS at law or in equity, Sema4 shall [***] the Clinical Data [***], with [***] that Sema4 shall [***] Clinical Data that was [***]. After termination, Sema4 [***], and may [***] Analyses, but Sema4 shall [***].

(d) In the case of termination by ISMMS under Section 10.2(c), the [***] and Sema4 shall, automatically and without any further actions of the parties, [***] and Sema4 shall [***].

(e) In the case of any termination or expiration of this Agreement, a party shall be permitted to retain and use Analyses conducted prior to the effective date of termination.

(f) In the case of any termination by Sema4 under Section 10.3, Sema4 shall [***] ISMMS the Sequence Data that was generated prior to termination and ISMMS shall concurrently deliver to Sema4 the key to the code that associates Clinical Data with such Sequence Data. In addition, Sema4 will [***] and [***] ISMMS, except that Sema4 may [***] Biospecimens for which Sequence Data was [***], to [***] the Data that each party retains under this Section 10.4(f).

10.5 TREATMENT OF SEQUENCE DATA AND CLINICAL DATA IN THE EVENT OF LITIGATION. If litigation is brought against ISMMS by any Bio*Me* Subjects seeking return or destruction of their Biospecimens, Sequence Data and/or Clinical Data, ISMMS shall provide prompt notice of the litigation to Sema4. ISMMS and Sema4 shall destroy any associated Biospecimens, Sequence Data and Clinical Data if ordered by a court to do so or if the parties to such litigation agree to do so in a manner consistent with law in settlement of the litigation. ISMMS shall not agree with any third-party to destroy

Sequence Data in Sema4 ‘s possession absent consultation with Sema4 and negotiation in good faith with Sema4’s participation to avoid such a settlement. Except to the extent expressly provided by a court order, Sema4 shall not be obligated to destroy (a) any of its Analyses obtained from, or performed using, Sequence Data or Clinical Data prior to return/destruction of such Data, and (b) any sample-level Clinical Data that was used to perform or obtain such Analyses.

10.6 INJUNCTION. The parties agree that any violation of this Agreement may cause irreparable harm to another party, for which money damages may not be sufficient. Accordingly, in addition to other remedies available to each party at law, in equity, or under this Agreement, in the event of any threatened or actual violation by another party of any provision of this Agreement, the first party shall be entitled to seek an injunction or other decree of specific performance with respect to such violation without the necessity of posting a bond or other security and without the necessity of demonstrating actual damages.

10.7 SURVIVAL; SPECIFIED REMEDIES. Rights and obligations which by their nature should survive, or which this Agreement expressly states shall survive, shall remain in full force and effect following termination or expiration of this Agreement. If Sema4 materially breaches its surviving obligations under Sections 4.5, 4.6, 5.3, 5.4 or 6 and fails to cure such breach within thirty (30) calendar days of its receipt of a written notice from ISMMS of such breach then [***]. In addition to any remedies available to ISMMS at law or in equity, Sema4 shall [***] Clinical Data remaining in their possession, with the exception that they shall not be required to [***] Clinical Data that was used to perform or obtain Analyses. After termination, Sema4 may utilize such Clinical Data solely to [***], and may use such [***], but shall not conduct any new research using such Clinical Data. If ISMMS materially breaches its surviving obligations under Sections 4.8(b) or 6 then the [***]. In addition to any damages at law or in equity, ISMMS shall [***] Sequence Data, with the exception that ISMMS shall not be required to [***] Sequence Data that was used to perform or obtain Analyses. After termination, ISMMS may utilize Sequence Data to [***], may provide Sequence Data to journals in accordance with Section 4.7, and may use Analyses, but ISMMS shall not conduct any new research using such Sequence Data. In the event the ISMMS material breach involves the disclosure or transfer of Sequence Data to a Commercial Entity, then ISMMS shall make reasonable efforts that such Commercial Entity [***] and that ISMMS and such Commercial Entity each [***] that resulted from such material breach.

11. PUBLICITY. A party shall not use another’s logo, name or the name of any of another party’s trustees, officers, faculty members, students, employees, faculty, consultants, or representatives, or any adaptation of any of the foregoing, including in any publication, advertising, promotion, press release, or to suggest endorsement, without such other party’s prior written consent, which may be granted or denied in such party’s discretion. In the case of ISMMS, such consent shall be granted or denied by the Vice President, Office of Marketing and Communications of the Mount Sinai Health System.

12. INTELLECTUAL PROPERTY.

12.1 PRE-EXISTING INTELLECTUAL PROPERTY. Ownership of Intellectual Property existing as of the Effective Date or developed or obtained outside of this Agreement is not affected by this Agreement, and no party shall have any claims to or rights in any

such pre-existing Intellectual Property of another party, except as may be otherwise expressly provided in any other written agreement between the parties.

12.2 NO JOINT INVENTIONS ARE ANTICIPATED BY THIS AGREEMENT. The parties may negotiate a separate agreement for the sharing of joint Intellectual Property in the event that the parties engage in any collaborative research between the parties that could result in joint inventions.

12.3 INTELLECTUAL PROPERTY CREATED UNDER THIS AGREEMENT. Unless otherwise agreed in writing, each party retains ownership of all Intellectual Property developed solely by it or its employees from the activities performed under this Agreement.

12.4 NO OTHER RIGHTS TO CLINICAL DATA OR BIOSPECIMENS. Except as specifically set forth herein, the access to and use of the Clinical Data, Sequence Data and Biospecimens under this Agreement do not imply, and shall not include, any license or transfer of data or Intellectual Property rights or ownership to the other party. Except as expressly set forth in this Agreement, Sema4 shall not give, transfer, license, sell or otherwise provide access to the Clinical Data and Biospecimens to any third party.

12.5 BIOSPECIMENS AND/OR CLINICAL DATA. ISMMS shall own the Biospecimens and Clinical Data at all times.

12.6 SEQUENCE DATA. Except as set forth in Section 10.4(d), Sema4 shall own the Sequence Data at all times.

13. REPRESENTATIONS.

13.1 REPRESENTATIONS AND AGREEMENTS. ISMMS represents and agrees that: (a) in its collection, storage, processing and transfer of Biospecimens and Clinical Data, ISMMS has complied with and shall comply with all federal and state laws and regulations that are applicable to ISMMS; (b) ISMMS is permitted to provide Biospecimens and Clinical Data to Sema4 pursuant to the terms of a valid informed consent ("Informed Consent") and HIPAA authorization ("HIPAA Authorization") approved by an appropriate IRB and signed by the applicable subject from whom such Biospecimens and Clinical Data originated (the "Subject") or the Subject's legally authorized representative (unless such signature is waived by the IRB), which Informed Consent and HIPAA Authorization complies with federal and state laws applicable to ISMMS; (c) the Informed Consent and HIPAA Authorization are or shall be appropriately documented and permit or shall permit the activities contemplated by this Agreement, including the disclosure and use of the Subject's Biospecimens and Clinical Data in accordance with this Agreement; (d) ISMMS has the right to provide the Biospecimens and Clinical Data to Sema4 for use in accordance with this Agreement and the Approved Protocol; (e) the Approved Protocol has been approved by the IRB; and (f) it is not a party to or bound by any arrangements, agreements or commitments with or to any third party that may limit Sema4's rights to access or use the Biospecimens, Clinical Data, Sequence Data and/or Analyses in accordance with the provisions of this Agreement.

13.2 DISCLAIMER OF WARRANTIES. Except for the representation provided in Section 13.1 herein, THE CLINICAL DATA AND BIOSPECIMENS ARE PROVIDED BY

ISMMS "AS IS" AND ISMMS DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CLINICAL DATA AND BIOSPECIMENS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AS TO THE RESULTS OF ANY RESEARCH OR CLINICAL TRIAL. WITHOUT LIMITATION OF THE FOREGOING, ISMMS MAKES NO REPRESENTATION OR WARRANTY AS TO THE IDENTITY, PURITY, SAFETY, OR ACTIVITY OF THE BIOSPECIMENS. FURTHER, SEMA4 ACKNOWLEDGES THAT THE BIOSPECIMENS MAY HAVE UNKNOWN CHARACTERISTICS, MAY CARRY INFECTIOUS AGENTS, OR MAY OTHERWISE BE HAZARDOUS. SEMA4 AGREES TO TAKE APPROPRIATE PRECAUTIONS WHEN HANDLING BIOSPECIMENS AND SHALL ASSUME ALL RESPONSIBILITY FOR THE SAFE USE AND HANDLING OF BIOSPECIMENS BY SEMA4, ITS EMPLOYEES, AGENTS AND REPRESENTATIVES.

13.3 NO CLINICAL USE OF SEQUENCE DATA. ALL SEQUENCE DATA PROVIDED BY SEMA4 TO ISMMS IS PROVIDED FOR RESEARCH PURPOSES ONLY. Although Sema4 is a CLIA-certified lab and the parties anticipate the possible return of the Sequence Data findings to Bio*Me* Subjects and/or the use Sequence Data in the treatment of Bio*Me* Subjects, such uses are not addressed by this Agreement and will be subject to an approved IRB protocol and any and all applicable laws.

13.4 LIMITATION OF LIABILITY. NO PARTY SHALL BE LIABLE TO ANOTHER PARTY IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES SUFFERED BY SUCH PARTY OR ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO THE LOSS OF, DELAY OF, OR FROM THE USE OF CLINICAL DATA BIOSPECIMENS AND/OR SEQUENCE DATA, OR FROM ANY ANALYSES BASED ON OR OBTAINED FROM THE CLINICAL DATA, BIOSPECIMENS AND/OR SEQUENCE DATA, EXCEPT TO THE EXTENT THAT DAMAGES OF SUCH NATURE ARE INCURRED BY A THIRD PARTY AND ARE INCLUDED WITHIN THE INDEMNIFIABLE CLAIMS FOR WHICH A PARTY IS RESPONSIBLE UNDER SECTION 14.1.

13.5 NO SUSPENSION, EXCLUSION, DEBARMENT, CIVIL MONETARY PENALTY OR CONVICTION. Both as a material condition to this Agreement and as a continuing representation during the Term of this Agreement, each party represents that neither it nor any of its owners, officers, directors, employees, nor any of its agents or Subcontractors providing services or otherwise undertaking activities under this Agreement, have been suspended, excluded, or debarred from any government payer program nor debarred pursuant to the Federal Food, Drug, and Cosmetic Act. A party shall immediately notify the other party in writing of any such suspension, exclusion or debarment, and such notified party has the right to terminate this Agreement immediately upon such notice.

13.6 COMPLIANCE WITH LAW. Each party shall fully comply with all applicable federal, state, and local laws and regulations in its performance of this Agreement.

14. INDEMNIFICATION.

14.1 MUTUAL INDEMNIFICATION. Each party agrees to indemnify, hold harmless, and to have the first option to defend, another party and its affiliates and its and their employees,

employers, officers, directors, trustees, and agents, and, in the case of ISMMS, IRB or committee members (collectively, "Indemnitees") from and against of any and all claims, lawsuits or actions ("Claims") brought by any third party and any liabilities, damages, costs and expenses arising from any such Claim, including reasonable attorneys' fees, (collectively, "Damages") arising from: (a) [***] by such party; and/or (b) [***] of such party.

14.2 ADDITIONAL INDEMNIFICATION BY SEMA4. In addition to the indemnification above, Sema4 agrees to indemnify, defend, and hold harmless ISMMS Indemnitees from and against any and all Damages arising from any Claim resulting from [***] of Sema4 [***] to comply with the requirements of this agreement, including those described in [***].

14.3 ADDITIONAL INDEMNIFICATION BY ISMMS. In addition to the indemnification above, ISMMS agrees to indemnify, defend, and hold harmless the Indemnitees of Sema4 from and against any and all Damages arising from any Claim resulting from [***] to comply with the requirements described in [***].

14.4 LIMITATIONS. The indemnifying party's obligations under this Section 14 do not apply to that portion of a Claim caused by the [***] of the Indemnitee or the Indemnitee's [***], or by such Indemnitee's or such Indemnitee's [***] failure to comply with applicable law.

14.5 PROCEDURES. The party whose Indemnitees are subject to indemnification hereunder shall promptly notify the indemnifying party of any Claim and Damages; however, any failure by an Indemnitee to provide prompt notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that the indemnifying party is prejudiced by such failure. Upon notice of a Claim, the indemnifying party, at its sole expense, shall provide counsel to diligently defend Indemnitee in, and shall have the right to control the defense of, the Claim, whether or not the Claim is rightfully brought or filed. The indemnified party and its Indemnitees shall cooperate, at the indemnifying party's expense, in the defense or disposition of a Claim. An Indemnitee may engage its own defense counsel, at its own expense, to monitor the progress of the defense. An Indemnitee shall not settle a Claim without the indemnifying party's prior written consent, which consent shall not be unreasonably withheld or delayed. The indemnifying party shall not compromise or settle a Claim without an Indemnitee's prior written consent unless the settlement involves solely the payment of money for which the indemnifying party is solely liable. No settlement of a Claim by an indemnifying party shall be entered that includes an admission of fault or wrongdoing by any Indemnitee or that requires an Indemnitee to undertake a future course of action without that Indemnitee's written consent to such components.

15. INSURANCE. Each party agrees to maintain in force at its sole cost and expense, with reputable insurance companies having an AM Best rating of A-VII or better, or equivalent self-insurance, general liability insurance coverage in amounts equal to at least [***] per occurrence and [***] in the aggregate. Each party shall maintain this coverage for the duration of the Agreement, and if the policy is claims-made with unlimited tail coverage or until any applicable statute of limitations period has passed. Such policy shall cover liability assumed under contract for such party's owns acts or omissions. Each party agrees to furnish the other party with a certificate of insurance indicating the required coverage upon request. Each party shall notify the other party

within thirty (30) days of any notice of cancellation or non-renewal of, or material change in, its insurance coverage. The failure to secure appropriate insurance in no way limits liability pursuant to this Agreement.

16. MISCELLANEOUS.

16.1 NOTICE. Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date it is: (i) delivered by hand, (ii) received by registered or certified mail, postage prepaid, return receipt requested, or (iii) delivered by a nationally recognized express courier service, and addressed to the party to receive such notice at the addresses set forth further below.

If to ISMMS:

_____
_____
_____
_____
Attn: _____

with a copy for legal notices only to:

_____
_____
_____
Attn: _____

If to Sema4

_____
_____
_____
Attn: _____

The parties may change its address by giving the other parties written notice, delivered in accordance with this Section 16.1.

16.2 GOVERNING LAW AND VENUE. This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of laws. All actions arising out of this Agreement shall be brought in, and the parties hereby submit to the exclusive jurisdiction of and venue in, any state or federal courts located within the City of New York, State of New York.

16.3 ENTIRE AGREEMENT. This Agreement sets forth the entire agreement and understanding among the parties as to the subject matter of this Agreement and supersedes all prior documents, term sheets, verbal consents or understandings with regard to the subject matter of this Agreement.

16.4 MODIFICATION. No amendment, changes, extensions or modifications to this Agreement shall be valid and binding unless in writing and signed by the parties' duly authorized individuals.

16.5 SEVERABILITY. If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided the surviving agreement materially comports with the parties' original intent. If applicable, the parties shall promptly agree upon replacement provision(s) that approximate as closely as possible the spirit and intent of the invalid provision(s). In the event the parties are unable to agree to new or modified provisions as required to bring the entire Agreement into compliance, either party may terminate this Agreement on thirty (30) days' written notice to the other party.

16.6 SIGNATURE AND COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original, and all such counterparts together shall constitute the entire Agreement. The parties agree that execution of this Agreement by exchanging facsimile, portable document format (.pdf), or other imaged signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Agreement, each party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such imaged signatures or maintenance of the executed agreement electronically.

16.7 ASSIGNMENT. No party may assign, transfer, delegate, or pledge this Agreement and/or any of its obligations hereunder to any third party without the prior written consent of the other party, provided that (i) during any period when ISMMS has the authority to elect a majority of the board of directors of Sema4, Sema4 shall have the right to assign this Agreement to any successor to all or substantially all of the business of Sema4 without any consent of ISMMS (other than such consent as is required by the certificate of incorporation or bylaws of Sema4), and (ii) during any period when ISMMS does not have the authority to elect a majority of the board of directors of Sema4, Sema4 shall have the right to assign this Agreement to any successor to all or substantially all of the business of Sema4 with the prior written consent of ISMMS which shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

16.8 INDEPENDENT CONTRACTORS. For purposes of this agreement, each party's relationship with the other is and shall be considered to be that of an independent contractor, and no partnership, joint venture, co-venture, employer/employee, principal/agent, master/servant or other similar relationship is created, or intended to be created, hereby. No party is, nor shall be, the agent or employee of the other, and no party has authority to act on behalf of any other party or to bind the other party to any legal obligation vis-à-vis a third party, in any matter except to the extent expressly agreed upon in writing signed by both parties hereto.

16.9 THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create any rights or benefits in a third party, including, without limitation, research participants.

16.10 WAIVER. The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

16.11 CUMULATIVE REMEDIES. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party shall be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy shall not preclude the exercise of any other remedy.

16.12 DISABILITY. If either party shall be prevented from the performance of any act required hereunder for any reason beyond such party's reasonable control, including but not limited to, strike, lockouts, labor troubles, governmental or judicial actions or orders, riots, insurrections, terrorism, war, acts of God, extreme weather events, earthquake, epidemics, fire, embargoes, or other reason beyond the party's control (a "Disability"), then such party's performance shall be excused for the period of the Disability. The foregoing shall not be applicable to excuse (a) any obligation of such party to pay monies under this Agreement, or (b) any obligations of such party to indemnify the other party. The party affected by the Disability shall notify the other party of such Disability as provided for herein as soon as reasonably possible in light of the circumstances giving rise to such Disability. If the circumstances causing the delay or failure to perform continue for longer than thirty (30) business days, the other party shall be entitled to terminate this Agreement by notice to the other party in writing with immediate effect, and such termination shall not be considered termination for cause. With respect to Sema4, a Disability shall include the inability of Sema4 to obtain materials necessary to perform the Sequencing on commercially reasonable terms and within proposed timelines; but only to the extent Sema4 uses commercially reasonable efforts to avoid such Disability.

16.13 HEADINGS. The captions or headings in this Agreement are made for convenience and general reference only, and shall not be construed to describe, define or limit the scope or intent of the terms and conditions of this Agreement.

16.14 DISPUTE RESOLUTION. If a dispute arises between the parties concerning any right or duty under this Agreement, then the parties shall confer, as soon as practicable, in an attempt to resolve the dispute amicably. If the parties are unable to resolve the dispute amicably, the parties each hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts located in the County and State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives below.

ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI		**MOUNT SINAI GENOMICS, INC.**	
By:	/s/ Erik Lium	By:	/s/ illegible
Name	Erik Lium	Name	
Title:	Executive Vice President	Title:	
Date:	7/19/2019 | 5:41 PM EDT	Date:	Date: 7/19/2019 | 5:55 PM EDT

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

EXHIBIT A

[reserved]

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

EXHIBIT B

[***]

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

EXHIBIT C

DATA SCHEMA

[***]

Legend:

Date fields, to be date-shifted (see algorithm)
Visit/encounter key fields transformation or substitution
Other key field transformation or substitution
Non-key field transformation or substitution
Scan for possible PHI

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

EXHIBIT D

SEQUENCING METHODS AND DELIVERABLES

[***]

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

EXHIBIT E

BIOSPECIMEN AND DATA EXCHANGE REPRESENTATIVE TIMELINE

[***]

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

Exhibit F

BIOSPECIMEN ACCEPTANCE CRITERIA
[***]

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

CONFIDENTIAL

NON-EXCLUSIVE PATENT LICENSE AGREEMENT

between

Mount Sinai Genomics, Inc.

and

Icahn School of Medicine at Mount Sinai

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

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Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

Non-Exclusive Patent License Agreement

This Non-Exclusive Patent License Agreement (this "**Agreement**") is by and between Icahn School of Medicine at Mount Sinai, a New York not-for-profit education corporation, with a principal place of business at One Gustave L. Levy Place, New York, NY 10029 ("**Mount Sinai**") and Mount Sinai Genomics, Inc., a Delaware corporation with a principal place of business at 1425 Madison Avenue, New York, NY 10029 ("**MSGI**"). This Agreement will become effective on June 1, 2017, (the "**Effective Date**"). Mount Sinai and MSGI are individually referred to herein as a "**Party**" and together as the "**Parties**".

WHEREAS, Mount Sinai is a center for patient care, research and education and the owner of certain intellectual property relating to diagnosis, prognosis, or identification of humans with disorders, conditions or diseases, whether quantitative or qualitative, or both;

WHEREAS, MSGI is interested in [***] and wishes to obtain from Mount Sinai certain rights to such intellectual property and [***]; and

WHEREAS, Mount Sinai has determined that the [***] subject to the terms and conditions of this Agreement is in the best interest of Mount Sinai, consistent with Mount Sinai's educational and research missions and goals.

NOW THEREFORE, in consideration of the mutual rights and obligations contained in this Agreement, and intending to be legally bound, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 "**Affiliate**" means any Entity that Controls, is Controlled by, or is under common Control with MSGI, directly or indirectly. Without limiting the generality of the foregoing, MSGI will be deemed to Control another Entity if MSGI owns or directly or indirectly Controls more than fifty percent (50%) of the voting stock or other securities of such Entity. For clarity, Mount Sinai shall not be considered an Affiliate of MSGI for purposes of this Agreement.

1.2 "**Business Day**" means a day other than Saturday, Sunday, or any day on which commercial banks located in New York, New York are authorized or obligated by law to close.

1.3 "**Calendar Year**" means January 1 through December 31 of a given year.

1.4 "**Change of Control**" means a change in Mount Sinai's Control of MSGI. Among other circumstances, a Change of Control event shall be deemed to have occurred if and when Mount Sinai's ownership interest in MSGI decreases to less than 51% of the total outstanding shares of Sponsor's voting securities.

1.5 "**Commercial Sale**" means any bona fide transaction with a Third Party for which consideration is received or expected for the sale, use, lease, transfer or other disposition of a Licensed Product, and a Commercial Sale is deemed completed at the time that MSGI, its Affiliate or Sublicensee invoices, ships or receives payment for a Licensed Product, whichever occurs first.

1.6 "**Commercialization**" means activities directed to obtaining pricing and reimbursement approvals, marketing, promoting, distributing, importing, exporting, using, offering for sale or lease, selling or leasing a product or service anywhere in the world. When used as a verb, "**Commercialize**" means to engage in Commercialization.

1.7 "**Confidential Information**" shall have the meaning assigned in Section 5.

1.8 "**Control**" means an event whereby the power to direct the management and policies of an Entity, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise, and the terms "**Controlling**" and "**Controlled**" have correlative meanings.

1.9 "**Development**" means [***]. When used as a verb, "**Develop**" means to engage in Development.

1.10 "**EMA**" means the European Medicines Agency or any successor agency thereto.

1.11 "**Entity**" means a corporation, an association, a joint venture, a partnership, a trust, a business, an institution, an individual, a government or political subdivision thereof, including an agency, or any other organization that can exercise independent legal standing.

1.12 "**Exploit**" means, [***]. "**Exploitation**" has a correlative meaning.

1.13 "**FDA**" means the United States Food and Drug Administration or any successor agency thereto.

1.14 "**Field of Use**" means [***], whether [***] or [***], or both. For avoidance of doubt, Field of Use shall not include [***].

1.15 "**First Commercial Sale**" means, on a country-by-country basis, the first time a Commercial Sale is made by or on behalf of MSGI, its Affiliates, or Sublicensees.

1.16 "**Health Care Law**" means all applicable laws with respect to matters primarily relating to patient care and human health and safety, including where appropriate such laws pertaining to: (i) the research, testing, production, manufacturing, marketing, transfer, distribution and sale of drugs, devices, and biologics, including, without limitation, the United States Food, Drug and Cosmetic Act and the regulations promulgated thereunder and equivalent applicable laws of other governmental authorities; (ii) the reimbursement and payment for health care products and services, including any United States federal health care program (as such term is defined in 42 U.S.C. § 1320a-7b(f)), and programs and arrangements pertaining to providers of health care products or services that are paid for by any governmental authority or other Entity, including the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the civil False Claims Act (31 U.S.C. § 3729 et seq.), the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), 42 U.S.C. § 1320a-7 and 1320a-7a and the regulations promulgated pursuant to such statutes, Medicare (Title XVIII of the Social Security Act) and the regulations promulgated thereunder, Medicaid (Title XIX of the Social Security Act) and the regulations promulgated thereunder, and equivalent applicable laws of other governmental authorities; and (iii) the privacy and security of patient-identifying health care information, including, without limitation, the Health Insurance

Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.) and the regulations promulgated thereunder and equivalent applicable laws of other governmental authorities; in each of the foregoing (i) through (iii), as such laws may be amended from time to time.

1.17 "**Infringement Action**" means any threatened or pending action, claim, litigation, or proceeding (other than oppositions, cancellations, interferences, reissue proceedings, or reexaminations), respecting any Licensed Patent.

1.18 "**Licensed Patents**" means the Patents listed on Exhibit A hereto, which is hereby incorporated into and made part of this Agreement.

1.19 "**Licensed Product**" means any product or service or component of any of the foregoing, the Development, Manufacturing, Commercialization, use, rental or lease of which would, in the absence of the licenses granted to MSGI hereunder, infringe at least one Valid Claim.

1.20 "**Licensed Product Data**" means [***] directly relating to [***].

1.21 "**Licensed Process**" means any method or process (including, for clarity, any software or algorithm) the use of which, in the absence of the license agreement, would infringe at least one Valid Claim, or employs a Licensed Product.

1.22 "**Manufacturing**" means all activities directed to sourcing of necessary raw materials, producing, processing quality assurance testing and release of a Licensed Product or Licensed Process including but not limited to reagents, buffers, cleaners and other disposables, and hardware and software components. When used as a verb, "**Manufacture**" means to engage in Manufacturing.

1.23 "**Patent**" means: (a) the United States and foreign patents and/or patent applications; (b) any and all patents issuing from the foregoing; (c) any and all claims of continuation-in-part applications that claim priority to the United States patent applications, but only where such claims are directed to inventions disclosed in the manner provided in the first paragraph of 35 U.S.C. § 112 in such United States patent applications, and such claims in any patents issuing from such continuation-in-part applications; (d) any and all foreign patent applications, foreign patents, or related foreign patent documents that claim priority to the patents and/or patent applications; and (e) any and all divisionals, continuations, reissues, re-examinations, renewals, substitutions, and extensions of the foregoing.

1.24 "**Prosecution**" means the filing, preparation, prosecution (including any interferences, reissue proceedings, reexaminations, and oppositions), extension, term adjustment, and maintenance of Licensed Patents. When used as a verb, "**Prosecute**" means to engage in Prosecution.

1.25 "**Quarter**" means each three-month period beginning on January 1, April 1, July 1 and October 1 of each Calendar Year; provided, however, that as it relates to the Commercial Sale of Licensed Products, the first Quarter shall be comprised of the time period beginning on the date of First Commercial Sale and ending at the end of the Quarter during which such First Commercial Sale occurs. "**Quarterly**" means once during each Quarter.

1.26 "**Quarterly Reports**" shall have the meaning assigned in Section 4.

1.27 "**Regulatory Approval**" means all approvals from the relevant Regulatory Authorities necessary to market a Licensed Product in a country (not including any applicable pricing and governmental reimbursement approvals unless legally required to market the Licensed Product in a country).

1.28 "**Regulatory Authority**" means any applicable government regulatory authority involved in granting approvals for the marketing of a Licensed Product in any country, including the FDA, EMA, and any corresponding national or regional regulatory authorities.

1.29 "**Royalty Term**" means, on a Licensed Product-by-Licensed Product and country-by-country basis, the period from the First Commercial Sale of such Licensed Product in such country until expiration of the last Valid Claim of a Licensed Patent covering such Licensed Product in such country.

1.30 "**Sublicensee**" means any Entity that enters into an agreement or arrangement with MSGI, or receives from MSGI a license grant or option for license grant under the Licensed Patents, to exercise any of the rights granted to MSGI by Mount Sinai hereunder (such agreement, arrangement, or license herein referred to as a "**Sublicense**"), including to Manufacture, have Manufactured, Commercialize, have Commercialized, or otherwise Exploit a Licensed Product, subject to the then-current applicable article, item, service, technology, and technical data-specific requirements of the U.S. export laws and regulations.

1.31 "**Sublicense Income**" means consideration MSGI receives, directly or indirectly, from any Sublicensee or other Third Party in consideration of a Sublicense or otherwise in consideration of any of the rights granted to MSGI under this Agreement (including any option or contingent right to obtain a sublicense or other right), that is not an earned royalty a portion of which will be payable to Mount Sinai as provided in Section 3.4, including but not limited to any fixed fee, option fee, license fee, maintenance fee, milestone payment, unearned portion of any minimum royalty payment, equity, joint marketing fee, intellectual property cross license, settlement agreement, research and development funding in excess of MSGI's cost of performing such research and development, and any other property, consideration or thing of value given or exchanged for a sublicense or otherwise in consideration of any of the rights granted to Licensee under this Agreement, regardless of how MSGI and Sublicensee characterize such payments or consideration. Any earned royalty received by MSGI from a Sublicensee that is greater than the appropriate royalty listed in Section 3.3 hereunder will be considered Sublicense Income.

1.32 "**Term**" means the term of this Agreement which will commence on the Effective Date and expire upon the expiration of the last Royalty Term for the last Licensed Product and/or Licensed Process, unless terminated earlier pursuant to Section 10.

1.33 "**Territory**" See attached **Exhibit A**.

1.34 "**Third Party**" means any Entity other than a Party or its Affiliates.

1.35 "**Valid Claim**" means: (a) an unexpired claim of an issued Patent within the Licensed Patents that has not been ruled unpatentable, invalid or unenforceable by a final and

unappealable decision of a court or other competent authority in the subject country; or (b) a pending claim of a Patent application within the Licensed Patents which has been prosecuted in good faith and has not been pending for more than [***] years from the first substantive office action.

2. LICENSE GRANT

2.1 Non-Exclusive License. Subject to the terms and conditions set forth herein, Mount Sinai hereby grants to MSGI a royalty-bearing, non-exclusive, non-transferable license under the Licensed Patents to Exploit Licensed Products and/or Licensed Processes in the Field of Use, during the Term and throughout the Territory.

2.2 Sublicensing. Subject to the terms and conditions set forth herein, Mount Sinai hereby grants to MSGI the right to grant Sublicenses, provided that any and all such Sublicenses shall:

a. obligate the Sublicensee to abide by and be subject to all of the terms, conditions, and limitations of this Agreement (including all exhibits and schedules hereto) applicable to MSGI;

b. expressly prohibit the Sublicensee from granting further sublicenses and declare any such purported grant of a further sublicense to be invalid and unenforceable;

c. cause the Sublicensee to comply with the applicable provisions of this Agreement to the same extent as MSGI is required to comply and include a provision providing for the termination of the Sublicense, upon written request by Mount Sinai, in the event that the Sublicensee does not so comply;

d. provide that, in the event of any inconsistency between the Sublicense and this Agreement, this Agreement shall control;

e. obligate the Sublicensee to submit annual, Quarterly, and interim reports to Mount Sinai, consistent with the reporting provisions of Article 4 and all other relevant provisions herein; and

f. be written in the English language (for clarity, this is a reference to the original Sublicense as executed; provision of a translation to Mount Sinai shall not satisfy this requirement).

2.3 If MSGI enters into any agreement, arrangement, or license purporting to grant rights to any Licensed Patents that does not comport with the requirements of Section 2.2, or is otherwise inconsistent with the terms and conditions of this Agreement, such agreement, arrangement, or license shall be null and void. MSGI acknowledges and agrees that entering into such an agreement, arrangement, or license constitutes a material breach of this Agreement.

2.4 MSGI shall notify Mount Sinai of any proposed grant of a Sublicense and provide to Mount Sinai a copy of any proposed Sublicense at least forty (40) Business Days prior to execution thereof for review and comment by Mount Sinai, and MSGI will not enter into such Sublicense without incorporating such comments, to the extent such comments are reasonable.

2.5 MSGI hereby agrees to remain fully liable under this Agreement to Mount Sinai for the performance or non-performance under this Agreement and the relevant Sublicense by any party to those agreements. MSGI shall enforce all such Sublicenses against its Sublicensees, ensuring its Sublicensees' performance in accordance with the terms of this Agreement and the relevant Sublicense. No such Sublicense or attempt to obtain a Sublicense shall relieve MSGI of its obligations hereunder to pay to Mount Sinai any and all license fees, royalties and other payments due under the Agreement.

2.6 Government Rights. All rights and licenses granted by Mount Sinai to MSGI under this Agreement are subject to: (a) any limitations imposed by the terms of any government grant, government contract or government cooperative agreement applicable to the technology that is the subject of this Agreement, and (b) applicable requirements of 35 U.S.C. § 200 et seq., as amended, and implementing regulations and policies. Without limitation of the foregoing, MSGI agrees that, to the extent required under 35 U.S.C. § 204, any Licensed Product used, sold, distributed, rented or leased by MSGI, its Affiliates, or Sublicensees in the United States will be Manufactured substantially in the United States. In addition, MSGI agrees that, to the extent required by law or regulation including under 35 U.S.C. § 202(c)(4), the United States government is granted a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States any Licensed Patent throughout the world.

2.7 No Implied Licenses. Except as expressly provided under this Article 2, no right or license is granted under this Agreement (expressly or by implication or estoppel) by Mount Sinai to MSGI, its Affiliates, or Sublicensees under any tangible or intellectual property, materials, Patent, Patent application, trademark, copyright, technical information, data, or other proprietary right.

3. FEES, ROYALTIES, AND PAYMENTS

3.1 License Maintenance Fee. As additional consideration for the license and other rights granted under this Agreement, starting on the date of a Change of Control and at each anniversary of such date thereafter, MSGI shall pay to Mount Sinai an annual, non-refundable, non-creditable license maintenance fee, payable through the expiration of the Royalty Term, according to the following schedule, provided that the Parties agree to negotiate in good faith a reduction of such annual fee in the event that this Agreement is terminated or amended as to any specified Licensed Patent:

YEAR	ANNUAL FEE
Each year until the expiration of the Royalty Term	[***] U.S. Dollars ($[***] USD)

3.2 Running Royalties. As additional consideration for the license and other rights granted under this Agreement, during the Royalty Term, MSGI shall pay to Mount Sinai running royalties as specified in **Exhibit C**; provided that, upon a Change of Control event, MSGI shall pay running royalties solely in accordance with section a of **Exhibit C** hereto, and section b of **Exhibit C** hereto shall no longer have any effect.

3.3 Sublicense Fees. MSGI shall pay Mount Sinai [***] of all Sublicense Income within [***] days after receipt of such Sublicense Income. All consideration received by MSGI from any Sublicensee shall be fully auditable by Mount Sinai pursuant to the audit right in Section 4.9. MSGI shall not receive from any Sublicensee anything of value in lieu of cash payments inconsideration for any Sublicense without the express prior written consent of Mount Sinai. Any non-cash consideration, including, without limitation, equity in other companies or equity investments in MSGI, received by MSGI from any Sublicensee will be valued at its fair market value as of the date of receipt by MSGI for purposes of calculating Sublicense Income. MSGI shall not sell or transfer, voluntarily or involuntarily, to a Third Party any of MSGI's interest in any portion of any future sublicensing revenues under any Sublicense without the prior written consent of Mount Sinai.

4. REPORTS AND PAYMENTS

4.1 Reporting of First Commercial Sale. In addition to the Quarterly Reports required under Section 4.2 below, MSGI shall provide a written report to Mount Sinai setting forth the date of First Commercial Sale in each country within sixty (60) days of the occurrence thereof. All reports set forth in this Section 4, including Quarterly Reports and Annual Progress Reports, shall be considered the Confidential Information of MSGI.

4.2 Quarterly Royalty Report. Within sixty (60) days after the Quarter in which any First Commercial Sale occurs, and within sixty (60) days after each Quarter thereafter, MSGI shall provide Mount Sinai with a written report detailing the number and type of test (including a test for one or more conditions) by MSGI that is covered by one or more Valid Claims during such Quarter and the royalty payments due to Mount Sinai for such Quarter pursuant to Article 4 (each such report, a "**Quarterly Report**"). Each Quarterly Report shall include at least the following:

a. the number and type of test (including a test for one or more conditions) by MSGI that is covered by one or more Valid Claims;

b. total royalty payments due to Mount Sinai by Licensed Product and by country;

c. names and addresses of all Sublicensees, all revenue received by MSGI from such Sublicensees and all amounts payable, as applicable; and

4.3 Each Quarterly Report shall be in substantially similar form as Exhibit B attached hereto (which is hereby incorporated into and made a part of this Agreement), or to such other form as Mount Sinai may provide from time to time. Each Quarterly Report shall be certified as true and correct by an officer of MSGI. With each Quarterly Report submitted, MSGI shall pay to Mount Sinai the royalties and fees due and payable under this Agreement, to the extent not already paid pursuant to Article 4. If no royalties or fees are due and payable, MSGI shall so report. MSGI's failure to timely submit to Mount Sinai a Quarterly Report substantially in the required form will constitute a material breach of this Agreement, and, if such breach is not remedied within ten (10) days' written notice from Mount Sinai, Mount Sinai may terminate this Agreement in full pursuant to Section 10 hereof. MSGI will continue to deliver Quarterly

Reports to Mount Sinai after the termination or expiration of this Agreement with respect to any Quarter during which this Agreement remained in effect and until such time as all Licensed Product(s) permitted to be sold after termination have been sold or destroyed.

4.4 Annual Progress Report. On the first Business Day of each Calendar Year following the Effective Date, MSGI shall submit to Mount Sinai a written report covering MSGI's, its Affiliate's and/or Sublicensees', as applicable, progress (if any) in: (i) Developing and Commercializing Licensed Products and/or Licensed Processes; (ii) research and Development activities, including status and plans for obtaining any necessary governmental approvals or CPT codes, performed during the past year, and the plans for research and Development activities for the following year; and (iii) marketing activities for the past year and planned for the next year, and MSGI's internal sales estimate for the following year (an "**Annual Progress Report**"). Each Annual Progress Report shall be in substantially similar form and contain at least the information required by Exhibit C attached hereto (which is hereby incorporated into and made a part of this Agreement), or in such other form as may be provided by Mount Sinai from time to time.

4.5 Annual Sublicense Reports. On the first Business Day of each Calendar Year following the Effective Date, MSGI shall submit to Mount Sinai a written report setting forth: (a) the names and addresses of all Sublicensees, (b) all Sublicense revenue received by MSGI from each Sublicensee during the preceding Calendar Year, and (c) all amounts payable or paid to Mount Sinai under Section 3 during the preceding Calendar Year. In addition, within fifteen (15) days of MSGI's receipt of any Sublicense revenue, MSGI shall submit to Mount Sinai the amount payable to Mount Sinai under Section 3, together with a written report describing the triggering event, the gross amount of Sublicense revenue received, any applicable fees, credits or deductions, and the net amount of Sublicense revenue payable to Mount Sinai. After any First Commercial Sale has occurred, MSGI's obligation to provide such annual sublicense reports shall be satisfied by providing Quarterly Reports pursuant to Section 4.

4.6 Payment and Currency. All dollar amounts referred to in this Agreement are expressed in United States Dollars and MSGI shall make all payments due to Mount Sinai in U.S. Dollars, without deduction of exchange, collection, wiring fees, bank fees, or any other charges, within thirty (30) days following the Quarter. Each payment will reference Agreement AGR-11352. All payments to Mount Sinai will be made in U.S. Dollars by wire transfer or check payable to the Icahn School of Medicine at Mount Sinai and sent to:

By Electronic Transfer:	By Check:
Icahn School of Medicine at Mount Sinai Mount Sinai Bank Account Number: [***] Routing ABA Number: [***] Mount Sinai Ref: [***]	Mount Sinai Innovation Partners Icahn School of Medicine at Mount Sinai One Gustave L. Levy Place Box 1675 New York, NY 10029

4.7 [INTENTIONALLY LEFT BLANK]

4.8 Late Payments. In the event undisputed royalty payments or other fees are not received by Mount Sinai when due hereunder, MSGI shall pay to Mount Sinai interest charges that will accrue interest from the date due until paid at a rate equal to [***] per month (or the maximum allowed by law, if less).

4.9 Records and Audit Rights.

a. MSGI shall keep, and cause its Affiliates and Sublicensees to keep, complete, true and accurate records and books containing all particulars that may be necessary for the purpose of showing the amounts payable to Mount Sinai hereunder. Records and books shall be kept at MSGI's principal place of business or the principal place of business of the appropriate division of MSGI to which this Agreement relates. The records for each Quarter will be maintained for at least five (5) years after submission of the applicable report. Such books and the supporting data shall be open to inspection by Mount Sinai, its contractors or agents, upon at least thirty (30) days prior notice to MSGI, its Affiliate, or Sublicensee, as applicable, at all reasonable terms for a term of five (5) years following the end of the Calendar Year to which they pertain, for the purpose of verifying MSGI's royalty statement or compliance in other respects with this Agreement. Such access will be available to Mount Sinai on at least 45 days' advance notice to MSGI, its Affiliate, or Sublicensee, as applicable, no more than one audit of MSGI and each Affiliate, or Sublicensee shall be conducted in any 2 calendar years, during normal business hours, and once in any 2 calendar years for five (5) years after the expiration or termination of this Agreement. If any amounts due to Mount Sinai have been underpaid, then MSGI shall promptly pay to Mount Sinai the amount of such underpayment plus accrued interest of LIBOR plus 2% but never greater than 8% (or maximum allowed by law, if less). Should such inspection lead to the discovery of at least a [***] percent ([***]%) or [***] Dollar ($[***]) discrepancy in reporting to Mount Sinai's detriment (whichever is greater), MSGI agrees to reimburse Mount Sinai for the full cost of such inspection. Whenever MSGI, its Affiliate, or Sublicensee has its books and records audited by an independent certified public accountant, MSGI, its Affiliate, or Sublicensee, as applicable, will, within thirty (30) days of the conclusion of such audit, provide Mount Sinai with a written statement, certified by said auditor, setting forth the calculation of royalties, fees, and other payments due to Mount Sinai over the time period audited as determined from the books and records of such party.

b. Such audits may, in Mount Sinai's sole discretion, consist of a self-audit conducted by MSGI at MSGI's expense and certified in writing by a certified public accountant. All information examined pursuant to this Agreement shall be deemed to be the Confidential Information of MSGI. Further, whenever MSGI and/or its affiliates has its books and records

audited by an independent certified public accountant, MSGI and/or its affiliates will, within 30 days of the conclusion of such audit, provide Mount Sinai with a written statement of said auditor, setting forth the calculation of amounts due to Mount Sinai over the time period audited, as determined from the books and records of MSGI, but said auditor does not need to give any audit opinion with said statement.

5. CONFIDENTIALITY; PUBLICITY; USE OF NAME

5.1 "**Confidential Information**" means any and all information of a Party (the "**Disclosing Party**"), or such information of Affiliates or Third Parties provided on behalf of such Party to the other Party ("**Receiving Party**"), that is disclosed in tangible form marked as "confidential" upon disclosure or, if disclosed in oral or other intangible form, is identified as confidential at the time of disclosure and summarized in a writing that is marked as "confidential" and provided to the Receiving Party within thirty (30) days of the intangible disclosure, provided however that failure to so mark or summarize shall not alter the confidential nature of such Confidential Information if a reasonable person would, based on the content and/or context of the disclosure, recognize such disclosure was intended as confidential. Notwithstanding the foregoing, Confidential Information shall not include information that: (i) is available to the public at the time of disclosure or, after disclosure, becomes a part of the public domain by publication or otherwise, through no fault of the Receiving Party; (ii) is already properly possessed by the Receiving Party prior to receipt from the Disclosing Party; (iii) was received by the Receiving Party without obligation of confidentiality or limitation on use from a Third Party who had the lawful right to disclose such information; or (iv) was independently developed by or for the Receiving Party by any person or persons who had no knowledge or benefit of the Disclosing Party's Confidential Information, as demonstrated by the Receiving Party's written or electronic records created contemporaneously with such independent development.

5.2 Confidentiality. The Receiving Party shall maintain in confidence and not disclose to any Third Party any Disclosing Party's Confidential Information, using the same degree of care it uses to protect its own confidential information of a similar nature but in no event using less than a reasonable degree of care. The Receiving Party will use Disclosing Party's Confidential Information solely as required to undertake its rights and obligations under this Agreement. The Receiving Party will ensure that its employees, independent contractors, Affiliates, and Sublicensees ("**Recipient Individuals**") have access to Disclosing Party's Confidential Information only on a need to know basis, are informed of all the obligations attaching to such Confidential Information in advance of being given access to it, and are required to comply with such Receiving Party's obligations under this Agreement. Receiving Party shall be fully responsible to Disclosing Party for such compliance by its Recipient Individuals. Notwithstanding the foregoing, the Receiving Party may disclose Disclosing Party's Confidential Information to the limited extent required by law, court order, or other governmental authority with jurisdiction provided that the Receiving Party: (a) promptly provides the Disclosing Party, to the extent legally permissible, with written notice of such requirement, (b) uses reasonable efforts to obtain confidential treatment of such Disclosing Party's Confidential Information by such court or governmental authority, and (c) cooperates, at

the Disclosing Party's written request and expense, with the Disclosing Party's legal efforts to prevent or limit the scope of such required disclosure; the Receiving Party shall in all other respects continue to hold such Confidential Information as confidential and subject to all obligations of this Article 6. The Receiving Party's obligations of confidentiality and non-use restrictions as set forth in this Article 6 shall be for a period of five (5) years from receipt of the Confidential Information from the Disclosing Party.

5.3 Publicity. The Parties may issue a press release upon mutual written agreement and, if so, will cooperate to determine the timing and content of such press release. All press releases shall be subject to the terms and conditions of this Agreement, including Sections 5.2 and 5.4.

5.4 Use of Mount Sinai's Name. MSGI and its Affiliates, Sublicensees, employees and agents may not use the name, logo, seal, trademark, or service mark of Mount Sinai or any school, organization, employee, student or representative of Mount Sinai (or any adaptation of any of the foregoing) without the prior written consent of Mount Sinai, which consent will be granted or denied by the Vice President of the Office of Marketing and Communications of the Mount Sinai Health System (in his or her sole discretion).

6. PATENT MATTERS

6.1 Patent Prosecution. Mount Sinai shall control the Prosecution of Licensed Patents and the selection of patent counsel. MSGI and Mount Sinai shall reasonably consult each other regarding such management, and MSGI shall have the right to provide input and guidance to Mount Sinai relating to ongoing prosecution matters relating to the Licensed Patents. It is agreed and understood, however, the Mount Sinai shall have the ultimate decision making authority (in its sole discretion) with respect to Licensed Patent Prosecution matters.

6.2 Infringement. In the event that MSGI becomes aware of any suspected infringement of any Licensed Patent or any Infringement Action, MSGI shall promptly notify Mount Sinai thereof. At its sole expense, Mount Sinai will have sole and full authority with respect to such infringement matters (whether through litigation, settlement negotiation, mediation, or other means) and shall retain all recoveries therefrom. MSGI shall cooperate with Mount Sinai's requests to the extent reasonably possible, including joining the Infringement Action if requested by Mount Sinai.

7. REPRESENTATIONS; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITIES

7.1 Each Party represents to the other Party that: (a) as of the Effective Date it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder, and (b) this Agreement has been duly executed by it and is legally binding upon it, enforceable in accordance with its terms, and does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

7.2 Health Care Law. Each Party agrees that from the Effective Date and throughout the Term of this Agreement that it (and its agents and employees involved in the performance of this Agreement) shall not, and it shall use reasonable efforts to cause its Affiliates and each of its vendors, suppliers and subcontractors involved in the performance of this Agreement, not to be debarred, excluded or disqualified by any Regulatory Authority or other governmental entity pursuant to 21 U.S.C. § 335a or any other Health Care Law. Each Party shall notify the other Party in writing immediately if any such debarment, exclusion or disqualification occurs or comes to its attention, and shall, with respect to any Entity so debarred promptly remove such Entity from performing this Agreement.

7.3 DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITIES. THE LICENSED PATENTS, MATERIALS, TECHNICAL INFORMATION, LICENSED PRODUCTS, LICENSED PROCESSES, AND ANY OTHER TECHNOLOGY OR INFORMATION PROVIDED OR LICENSED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS. MOUNT SINAI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, COMPLETENESS, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMMERCIAL UTILITY, NON INFRINGEMENT OR TITLE WITH RESPECT THERETO. MOUNT SINAI WILL NOT BE LIABLE TO MSGI, ITS SUCCESSORS OR ASSIGNS, OR ANY THIRD PARTY WITH RESPECT TO ANY CLAIM ARISING FROM OR ATTRIBUTABLE TO MSGI'S USE OF THE LICENSED PATENTS, MATERIALS, TECHNICAL INFORMATION, LICENSED PRODUCTS, AND ANY OTHER TECHNOLOGY OR INFORMATION PROVIDED OR LICENSED UNDER THIS AGREEMENT, OR ARISING FROM THE DEVELOPMENT, TESTING, MANUFACTURE, USE OR SALE OF LICENSED PRODUCTS. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY, OR ITS SUCCESSORS OR ASSIGNS, OR TO ANY THIRD PARTY, FOR LOST PROFITS, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL OR CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND.

7.4 Disclaimer of Specific Warranties. Without limiting the generality of the foregoing, nothing in this Agreement shall be construed as:

a. a warranty or representation by Mount Sinai as to the validity or scope of any Licensed Patents;

b. a warranty or representation by Mount Sinai that anything made, used, sold, distributed, or as applicable publicly performed, publicly displayed, derived from, or otherwise disposed of pursuant to any license granted under this Agreement is or will be free from infringement of intellectual property rights of third parties;

c. an obligation by Mount Sinai to bring or prosecute actions or suits against third parties for infringement, misappropriation, or other similar causes of action related to the Licensed Patents, except as expressly provided in this Agreement; or

d. conferring by implication, estoppel or otherwise any license or rights under any intellectual property rights of Mount Sinai other than Licensed Patents, as and to the extent expressly set forth herein.

7.5 Limitation of Liability. Notwithstanding any provision in this Agreement to the contrary, Mount Sinai's aggregate liability under this Agreement shall not exceed an amount equal to the maximum amount of all payments made by MSGI to Mount Sinai pursuant to Article 3 hereof during the full Calendar Year during which MSGI paid to Mount Sinai the highest aggregate amount pursuant to that Article 3.

8. INDEMNIFICATION

8.1 Indemnification. MSGI will defend, indemnify and hold harmless Mount Sinai, and its trustees, officers, faculty, agents, employees and students (each, an "**Indemnified Party**") from and against any and all claims, actions, liabilities, losses, damages, judgments, costs or expenses suffered or incurred by the Indemnified Parties, including attorneys' fees and related costs (collectively, "**Liabilities**"), caused in whole or in part by:

a. any [***] of MSGI, its Affiliates or Sublicensees, or of any of the officers, directors, employees or agents of any of the foregoing, in connection with [***], and/or

b. the enforcement of this Article by any Indemnified Party;

except in each case to the extent such Liabilities result solely from the [***] of an Indemnified Party. For clarity, Liabilities under this Section include, but are not limited to, Liabilities arising out of, resulting from, or caused by: (i) the [***] by MSGI or its Sublicensees, Affiliates, assignees, vendors or Third Parties; or (ii) a failure to perform under this Agreement or any Sublicense [***], or (iii) a claim (excluding claims based on [***]) by [***], or [***]; or (iv) [***] of MSGI, its Affiliates, Sublicensees, assignees, vendors or associated Third Parties relating to [***], such as claims by or on behalf of a [***].

8.2 Indemnification Procedure. An Indemnified Party will promptly provide MSGI with written notice of any Liability that is indemnifiable under this Article; provided, however, that the failure to so notify shall not relieve MSGI of its indemnification obligations hereunder except to the extent of any material prejudice to MSGI as a direct result of such failure. Provided that MSGI can demonstrate sufficient financial and legal resources, MSGI shall control such defense and all negotiations relative to the settlement of any indemnifiable claim or action, except that MSGI shall not settle or compromise any claim or action in any manner that may impose restrictions or obligations on any Indemnified Party, or that grants any rights to the Licensed Patents or Licensed Products, without Mount Sinai's prior written consent. If MSGI fails or declines to assume the defense against any claim or action within thirty (30) days after notice thereof, then Mount Sinai may assume and control the defense of such claim or action for the account and at the risk of MSGI, and any Liabilities related to such claim or action will be conclusively deemed a liability of MSGI. The indemnification rights of the Indemnified Parties under this Article 0 are in addition to all other rights that an Indemnified Party may have at law, in equity or otherwise.

9. INSURANCE

9.1 Coverages. MSGI will procure and maintain appropriate insurance policies for the following coverages with respect to personal injury, bodily injury, property damage or contractual liability arising out of MSGI's performance under this Agreement as follows: (a) during the Term, comprehensive general liability, including broad form and contractual liability, in a minimum amount of $[***] per claim and $[***] in the annual aggregate; and (b) prior to the sale of the first Licensed Product, product or professional liability coverage, as applicable, in a minimum amount of $[***] per claim and $[***] in the annual aggregate. Mount Sinai may review periodically the adequacy of the minimum amounts of insurance for each type of coverage required by this Article 9, and Mount Sinai reserves the right to reasonably require MSGI to adjust the limits accordingly. The required minimum amounts of insurance do not constitute a limitation on MSGI's liability or indemnification obligations to Mount Sinai under this Agreement.

9.2 Other Requirements. Any policies of insurance required by Section 9.1 above will be issued by an insurance carrier with an A.M. Best rating of "A" or better and will name Mount Sinai as an additional insured, on a primary and non-contributory basis, with respect to MSGI's performance under this Agreement. MSGI will provide Mount Sinai with insurance certificates evidencing the required coverage within thirty (30) days after the commencement of each policy period and any renewal periods. Each certificate will provide that the insurance carrier will notify Mount Sinai in writing at least thirty (30) days prior to the cancellation or material change in coverage.

10. TERM AND TERMINATION

10.1 Expiration of Royalty Term. Upon expiration of the Royalty Term with respect to a Licensed Product in any country and payment in full of all amounts owed hereunder with respect to such Licensed Product in such country, MSGI will have a non-exclusive, fully paid license for such Licensed Product in such country.

10.2 Termination by Mount Sinai. If MSGI should: (i) [***] (including if MSGI should [***]); (ii) seek voluntary bankruptcy protection, or have an involuntary bankruptcy action filed against it that is not dismissed within sixty (60) days; or (iii) enter into a composition with creditors, or have a receiver appointed for it; then Mount Sinai may give written notice of such default to MSGI. If MSGI should fail to cure such default within sixty (60) days of such notice, the rights, privileges, and license granted hereunder shall automatically terminate.

10.3 Termination by MSGI. MSGI may terminate this Agreement, in whole or as to any specified Licensed Patent, at [***], by giving written notice thereof to Mount Sinai. Such termination shall be effective ninety (90) days after such notice and all of MSGI's rights associated therewith shall cease as of that date.

10.4 Cessation of [***]. If MSGI shall cease to [***], this Agreement shall terminate upon thirty (30) days written notice by Mount Sinai.

10.5 Challenge of Patents. MSGI agrees that nothing herein shall be construed as preventing it from challenging the validity or enforceability of the Licensed Patents, at any time.

In the event that MSGI shall, however, challenge the validity or enforceability of any of the Licensed Patents, or otherwise indicate the payment of any royalty due under this Agreement is made under protest, MSGI agrees that Mount Sinai shall have the right, but not the obligation, to terminate this Agreement immediately upon providing written notice of the same to MSGI.

11. EFFECT OF TERMINATION

11.1 Continuing Obligations. Any termination pursuant to Section 10 hereof shall not relieve MSGI of any monetary obligation or any other obligation or liability accrued hereunder, nor shall it rescind or give rise to any right to rescind any payments made or other consideration given to Mount Sinai hereunder prior to the time such termination becomes effective. Such termination shall not affect in any manner any rights of Mount Sinai arising under this Agreement prior to the date of such termination. MSGI shall pay all attorneys' fees and costs incurred by Mount Sinai in enforcing any obligation of MSGI or accrued right of Mount Sinai

11.2 Survival of Terms. In addition to any provision which by its terms contemplates performance after the Term, the following provisions shall survive the expiration or termination of this Agreement: Articles 1 (Definitions), 3 (Fees, Royalties, Milestones, and Payments), 4.9 (Records and Audit Rights), 5 (Confidentiality; Publicity; Use of Name), 7 (Representations; Disclaimer of Warranties; Limitation of Liabilities), 8 (Indemnification), 9 (Insurance), 11 (Effect of Termination), and 12 (Additional Provisions).

11.3 Licensed Product on Hand. Upon expiration or termination of this Agreement by either Party, MSGI shall provide Mount Sinai with a written inventory of all Licensed Products in process of manufacture, in use, or in stock. MSGI may dispose of any such Licensed Products within the ninety (90) day period following such expiration or termination; provided, however, that MSGI shall pay royalties and render reports to Mount Sinai thereon in the manner specified herein.

12. ADDITIONAL PROVISIONS

12.1 Independent Contractors. The Parties are independent contractors. Nothing contained in this Agreement is intended to create an agency, partnership or joint venture between the Parties. At no time will either Party make commitments or incur any charges or expenses for or on behalf of the other Party.

12.2 Compliance with Laws. MSGI must comply with all prevailing laws, rules and regulations that apply to its activities or obligations under this Agreement. For example, MSGI will comply with applicable United States export laws and regulations. The transfer of certain technical data and commodities may require a license from the applicable agency of the United States government and/or written assurances by MSGI that MSGI will not export data or commodities to certain foreign countries without prior approval of the agency. Mount Sinai does not represent that no license is required, or that, if required, the license will issue.

12.3 Marking. MSGI shall, and agrees to require its Affiliates and Sublicensees to, comply with any marking requirements of the intellectual property laws of the applicable countries in the Territory to the extent any failure to do so would materially and adversely affect the Licensed Patents or any Licensed Product, or either Party's ability to avail itself of all

potential remedies for any infringement of the Licensed Patents, and particularly agrees to permanently and legibly mark all Licensed Products made, used, reproduced, or sold under the terms of this Agreement, or their respective containers, in accordance with the applicable provisions set forth in the Patent marking and notice provisions under Title 35 of the United States Code. Any Sublicense shall impose on the Sublicensee obligations substantially similar to those imposed in this paragraph.

12.4 Modification, Waiver and Remedies. This Agreement may only be modified by a written amendment that is executed by an authorized representative of each Party. Any waiver must be express and in writing. No waiver by either Party of a breach by the other Party will constitute a waiver of any different or succeeding breach. Unless otherwise specified, all remedies are cumulative.

12.5 Assignment. MSGI may not assign this Agreement or any part of it, either directly or by merger or operation of law, without the prior written consent of Mount Sinai. Any such assignment will be valid only if: (a) at least thirty (30) days before the closing of the proposed transaction, MSGI has given Mount Sinai written notice and such background information as may be reasonably necessary to enable Mount Sinai to give an informed consent; and (b) the assignee agrees in writing to be legally bound by this Agreement. Any permitted assignment will not relieve MSGI of responsibility for performance of any obligation of MSGI that has accrued at the time of the assignment. Any assignment granted contrary to this provision will be null and void.

12.6 Notices. Except as otherwise expressly set forth herein, any notice or other required communication under this Agreement (each, a "**Notice**") must be in writing, addressed to the Party's respective Notice Address, and delivered personally or by globally recognized express delivery service, charges prepaid. A Notice will be deemed delivered and received: (a) in the case of personal delivery, on the date of such delivery; and (b) in the case of a globally recognized express delivery service, on the Business Day that receipt by the addressee is confirmed pursuant to the service's systems. The "**Notice Address**" of each Party is as follows:

if to Mount Sinai, to:	Icahn School of Medicine at Mount Sinai Mount Sinai Innovation Partners One Gustave L. Levy Place, Box 1675 New York, NY 10029 Attention: Vice President and Executive Director
and a copy of legal notices only to:	One Gustave L. Levy Place, Box 1099, New York, NY 10029 Attention: Office of General Counsel
if to MSGI, to:	Mount Sinai Genomics, Inc. 1425 Madison Avenue New York, NY 10029 Attention: General Counsel

12.7 Severability and Reformation. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of

this Agreement will remain in full force and effect. Such invalid or unenforceable provision will be automatically revised to be a valid or enforceable provision that comes as close as permitted by law to the Parties' original intent.

12.8 Headings and Counterparts. The headings of the articles and sections included in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement. This Agreement may be executed in several counterparts, and execution signatures may be exchanged electronically including by facsimile or as scanned e-mail attachments, and signatures so exchanged shall be considered as original for all purposes and taken together will constitute one and the same instrument.

12.9 Governing Law. This Agreement will be governed in accordance with the laws of the State of New York, without giving effect to the conflict of law provisions of any jurisdiction.

12.10 Dispute Resolution. If a dispute arises between the Parties concerning any right or duty under this Agreement, then the Parties will confer, as soon as practicable, in an attempt to resolve the dispute amicably. If the Parties are unable to resolve the dispute amicably, the Parties each hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts located in the County and State of New York.

12.11 Integration. This Agreement, together with all attached Exhibits, contains the entire agreement between the Parties with respect to the Licensed Patents, and supersedes all other oral or written representations, statements, or agreements with respect to such subject matter, including but not limited to, the term sheet exchanged prior to this Agreement.

12.12 Force Majeure. Neither Party will be responsible for nonperformance caused by forces beyond the reasonable control of such Party, including fire, explosion, natural disaster, war (whether declared or not), act of terrorism, strike, or riot, provided that the nonperforming Party uses reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed, and notifies the other Party of such cause as promptly as is reasonably practical given the circumstances.

12.13 Certain Conventions. Any reference in this Agreement to an Article, Section, subsection, paragraph, clause or Exhibit shall be deemed to be a reference to an Article, Section, subsection, paragraph, clause or Exhibit, of or to, as the case may be, this Agreement, unless otherwise indicated. Unless the context of this Agreement otherwise requires: (a) all definitions set forth herein shall be deemed applicable whether the words defined are used herein with initial capital letters in the singular or the plural, (b) the word "will" shall be construed to have the same meaning and effect as the word "shall," (c) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (d) any reference herein to any Party shall be construed to include the Party's successors and assigns, (e) the word "notice" shall mean notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement, (f) provisions that require that a Party or the Parties "agree,"

"consent" or "approve" or the like shall require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but excluding e-mail and instant messaging), (g) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof, (h) words of any gender include each other gender, (j) words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to the particular provision in which such words appear, (i) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "but not limited to," "without limitation," "inter alia" or words of similar import, and (j) unless "Business Days" is specified, "days" shall mean "calendar days." In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

12.14 Business Day Requirements. In the event that any notice or other action or omission is required to be taken by a Party under this Agreement on a day that is not a Business Day, then such notice or other action or omission shall be deemed to be required to be taken on the next occurring Business Day.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MOUNT SINAI GENOMICS, INC.	**ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI**
BY: /s/ Eric Schadt, Ph.D.	BY: /s/ Dennis S. Charney, M.D.
NAME: Eric Schadt, Ph.D.	NAME: Dennis S. Charney, M.D.
TITLE: President and Chief Executive Officer	TITLE: Anne and Joel Ehrenkranz Dean of the Icahn School of Medicine at Mount Sinai

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

Exhibit A

Licensed Patents

[***]

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

Exhibit B

Form of Quarterly Royalty Report

Quarterly Royalty and Sublicense Income Report

Mount Sinai Agreement Number	
Agreement effective date	
Time Period of Report	

Licensee royalties

Country	Date of First Sale	Product Name	Royalty rate utilized	Gross Sales	Deductions	Net Sales	Royalty
Country A							
Country B							
Country C							

Sublicense royalties

	Date of First Sale	Product Name	Royalty rate utilized	Gross Sales	Deductions	Net Sales	Royalty
Sublicensee A Name							
Country A							
Country B							
Country C							
Sublicensee B Name							
Country X							
Country Y							
Country Z							

Non-royalty sublicense income

Description of sublicense income triggering event	
Date of triggering event	
Sublicense income gross amount	
Fees, credits, deductions (if applicable)	
Description of fees, credits, deductions (if applicable)	
Sublicense income net amount	

Milestones

Description of milestone triggering event	
Date of triggering event	
Milestone gross amount	
Fees, credits, deductions (if applicable)	
Description of fees, credits, deductions (if applicable)	
Milestone net amount	

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

Exhibit C

Calculation of Running Royalties

a) Total Royalties. For Licensed Products or Licensed Processes performed or sold by MSGI, "**Total Royalties**" shall be determined as follows, on a jurisdiction-by-jurisdiction basis within the Territory: (i) [***] U.S. dollar ($[***]) per [***] (including a [***]) by MSGI that is covered by [***] Valid Claims with respect to the [***], per [***] upon [***], prior to the issuance in the applicable jurisdiction of the first Patent with such a Valid Claim; and (ii) [***] U.S. dollars ($[***]) per [***] (including a [***] conditions) that is covered by one or more Valid Claims with respect to the [***] by MSGI, per [***] upon [***], after the issuance in the applicable jurisdiction of the first Patent with such a Valid Claim.

b) Royalties Owed by MSGI. For [***] from the Effective Date, or until the date of a Change of Control event, if earlier, in accordance with Section 3.4 above, MSGI shall owe to Mount Sinai, and shall actually remit to Mount Sinai, [***]. For further clarity, starting on the date that the conditions set forth in this subsection (b) are not satisfied, MSGI shall owe to Mount Sinai, and shall actually remit to Mount Sinai, [***]

i) [***] **to** [***] **in Total Royalties Per Calendar Year.** For the first [***] dollars in royalty income in aggregate per calendar year, Mount Sinai's adjusted royalty distribution rates are as follows: [***]% to inventors, [***]% to the applicable ISMMS department, and [***]% to ISMMS. Accordingly, MSGI shall owe only [***] percent ([***]%) of Total Royalties with respect to the first [***] dollars ($[***]) of Total Royalties in a calendar year. By way of example: if the Total Royalty amount calculated as set forth in subsection (a) above was [***]dollar ($[***]), the actual amount due from MSGI to Mount Sinai hereunder would be calculated as follows: [***].

ii) Over [***] **in Total Royalties Per Calendar Year.** For all amounts over [***] dollars in royalty income in aggregate per calendar year, Mount Sinai's adjusted royalty distribution rates are as follows: [***]% to inventors, [***]% to the applicable ISMMS department, and [***]% to ISMMS. Accordingly, MSGI shall owe only [***] percent ([***]%) of Total Royalties with respect to any portion of Total Royalties in a calendar year that exceeds [***] dollars ($[***]). By way of example: if the Total Royalty amount calculated as set forth in subsection (a) above was [***] and [***] dollar ($[***]), the actual amount due from MSGI to Mount Sinai hereunder with respect to the [***] dollar in excess of [***]dollars (and, for clarity, all dollars thereafter) would be calculated as follows: [***].

SUPPLY AGREEMENT

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

JUNE 20, 2014

This Supply and Service Agreement (the "**Agreement**") is effective as of the date of last signature found below (the "**Effective Date**") between Illumina, Inc., a Delaware corporation having a place of business at 5200 Illumina Way, San Diego, CA 92122 ("**Illumina**") and Icahn School of Medicine at Mount Sinai, having a place of business at One Gustave L. Levy Place, New York, NY 10029 ("**Customer**"). Customer and Illumina may be referred to herein as "**Party**" or "**Parties**."

I. DEFINITIONS

"**Affiliate(s)**" means with respect to a Party, any entity that, directly or indirectly, controls, is controlled by or is under common control with such Party for so long as such control exists. For purposes of this definition, an entity has control of another entity if it has the direct or indirect ability or power to direct or cause the direction of management policies of such other entity or otherwise direct the affairs of such other entity, whether through ownership of the voting securities of such other entity, by contract or otherwise.

"**Application Specific** IP" means any and all Illumina Intellectual Property Rights to the extent pertaining to or covering aspects or features of the Supplied Product (or use thereof) only with regard to (i.e., that are particular to) specific field(s) of use or specific application(s). Application Specific IP excludes all Core IP. By way of non-limiting example, Illumina Intellectual Property Rights for NIPT, for specific diagnostic methods, for specific forensic methods, or for specific nucleic acid biomarkers, probe sequences, or combinations of biomarkers or sequences, are examples of Application Specific IP.

"**Clinical Use**" means testing of [***] with Customer's own Laboratory Developed Tests in a clinical laboratory, for all clinical applications, specifically excluding (i) any and all Excluded Activities, (ii) [***] testing, (iii) [***] testing, (iv) [***], and [***] testing. Clinical Use includes [***].

"**Collection Territory**" means the country or countries from which samples and specimens may be collected for testing by · Customer for Clinical Use and/or NIPT Use. The Collection Territory is [***].

"**Consumable(s)**" means reagents and consumable items that are offered for sale under, purchased under, supplied under or otherwise governed by the terms and conditions of this Agreement and that are intended by Illumina for use with, and are to be consumed through the use of, Hardware and Existing Hardware. The Consumables that may be purchased under this Agreement as of the Effective Date are set forth in **Exhibit A**, Part 2. Consumables are either TG Consumables or non-TG Consumables (including Temporary Consumables), or custom. All references in this Agreement to Consumables means both TG Consumables and Non-TG Consumables unless specified otherwise in this Agreement.

"**Core** IP" means any and all Illumina Intellectual Property Rights to the extent pertaining to or covering aspects or features of the Supplied Product (or use thereof) without regard to (i.e., not particular to) any specific field(s) of use or specific application(s). To avoid any doubt, and without limitation, Core IP specifically excludes any and all Intellectual Property Rights relating to [***].

"**Customer Use**" means Clinical Use, NIPT Use, and Research Use.

"**Documentation**" means Illumina's user manual, package insert, and similar documentation, for the Supplied Product in effect on the date that the Supplied Product ships. Documentation may contain additional terms and conditions (which are hereby incorporated into this Agreement by reference) and may be provided (including by reference to a website) with the Supplied Product at the time of shipment or may be provided electronically by Illumina.

"**Excluded Activities**" means any and all uses of a Supplied Product that (A) is not in accordance with the Supplied Product's Specifications or Documentation, (B) requires [***], except to the extent [***], (C) is a [***] except to the extent [***], (D) is the [***], (E) is the [***], (F) [***], (G) is the [***] (unless the [***]), (H) is the [***] (including [***]), or (I) is the [***].

"**Existing Hardware**" means those Illumina instruments, accessories, or peripherals that Customer purchased from Illumina prior to the Effective Date. In the event of any conflict between the original supply terms for Existing Hardware and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall supersede and govern Customer's use of the Existing Hardware, subject to Section 8.1 regarding warranty for Existing Hardware.

"**Fetal Chromosomal Abnormalities**" means [***]. including [***] (including but not limited to [***]) and [***] (including but not limited to [***]) and [***] , including but not limited to [***] (including but not limited to [***])

"**Force Majeure**" is defined in Section 13.8.

"**Hardware**" means instruments, accessories or peripherals that are offered for sale under, purchased under, supplied under or otherwise governed by the terms and conditions of this Agreement. The Hardware that may be purchased under this Agreement as of the Effective Date is set forth in **Exhibit A**, Part 1.

"**Illumina Intellectual Property Rights**" means any and all Intellectual Property Rights owned or controlled (including under license) by Illumina or Affiliates of Illumina as of the date the Supplied Product ships. Application Specific IP and Core IP are separate, non-overlapping, subsets within the Illumina Intellectual Property Rights.

"**Intellectual Property Right(s)**" means all rights in patent, copyrights (including rights in computer software), trade secrets, know-how, trademark, service mark and trade dress rights and other industrial or intellectual property rights under the laws of any jurisdiction, whether registered or not and including all applications or rights to apply therefor and registrations thereto.

"**Laboratory Developed Test**" means a test developed by Customer and performed by Customer in its own laboratory facility, which in the United States is regulated under the Clinical Laboratory Improvement Act (i.e., CLIA).

"**Law**" means all statutes, statutory instruments, regulations, ordinances, or legislation to which a Party is subject; common law and the law of equity as applicable to a Party; binding court orders, judgments or decrees; industry code of practice, guidance, policy or standards enforceable by law; and applicable, directions, policies, guidance, rules or orders made or given by a governmental or regulatory authority.

"**On-Hardware Consumable**" means a reagent or consumable that is used to perform a process on a sequencing or genotyping instrument in question. Non-limiting examples of On-Hardware Consumables supplied under this Agreement are [***], which are used to perform [***] on Hardware and Existing Hardware.

"**Off-Hardware Consumable**" means a reagent or consumable that is used to perform a process or step that is not performed on a sequencing or genotyping instrument in question. Non-limiting examples of Off-Hardware Consumables include the [***], as well as [***], which are used to [***] on Hardware or Existing Hardware.

"**NIPT**" means [***].

"**NIPT Application Specific IP**" means [***] that pertain to the Supplied Product (and use thereof) only with regard to the performance of NIPT tests within NIPT Use.

"**NIPT Use**" means the testing of [***] with Customer's own Laboratory Developed Tests in a clinical laboratory, subject to Excluded Activities, wherein the testing is (i) the [***]and/or (ii) the [***], both (i) and (ii) [***], specifically excluding the Excluded Activities. NIPT Use includes [***] where [***] Supplied Products are [***]. Any and all other [***], including [***], is expressly excluded from NIPT Use.

"**NYGC-ILMN Agreement**" means [***].

"**Other IP**" means any and all Intellectual Property Rights of third parties (excluding Illumina's Affiliates) to the extent pertaining to or covering aspects or features of the Supplied Product (or use thereof) with regard to any specific field(s) of use or specific application(s). By way of non-limiting example, third party Intellectual Property Rights for [***], are examples of Other IP. Other IP excludes all Core IP and Application Specific IP.

"**Purchase Order**" means written purchase orders as defined in Section 6.1

"**Regulatory Approvals**" means any and all regulatory approvals, licenses, and/or certifications necessary for Customer to use the Supplied Products as intended by Customer for Customer Use.

"**Research Use**" means internal research, which includes performance of research services provided to third-parties, specifically excluding any and all Excluded Activities.

"**Service Contract**" is the written agreement that governs the provision of service and maintenance for Hardware by Illumina.

"**Software**" means software (including without limitation Hardware operating software, data analysis software) supplied under or otherwise governed by the terms and conditions of this Agreement, regardless of whether it is embedded in or installed on Hardware or provided separately.

"**Specifications**" means Illumina's written or electronically published specifications for a Supplied Product in effect for that Supplied Product on the date that the Supplied Product ships.

"**Supplied Product(s)**" means the Consumables, Hardware, and/or Software that are offered for sale under, purchased under, supplied under or otherwise acquired under and governed by the terms and conditions of this Agreement.

"**Temporary Consumable(s)**" means Non-TG Consumables that Illumina has authorized (in writing, including in this Agreement) Customer to purchase under this Agreement and use for Clinical Use and/or NIPT Use, as well as Research Use.

"**Test Fee**" is defined on Exhibit B.

"**Term**" means the term of this Agreement as defined in Section 12.1.

"**Territory**" means the country or countries in which Customer may use the Supplied Products. The Territory is [***].

"**TG Consumables**" means those Consumables that are designated with the pre-fix "TG" in their catalogue number.

II. GOVERNING TERMS; SUPPLIED PRODUCTS AND PRICING

2.1 **Exclusive Governing Terms**. This Agreement (together with the applicable Documentation and Specifications) exclusively governs the ordering, purchase, supply, and use of Supplied Product and Illumina's provision of services (other than Service Contracts), and its terms shall prevail and override any conflicting, amending and/or additional terms contained in any purchase orders, invoices or similar documents, or any and all terms and conditions of sale previously negotiated between Illumina and Customer which are hereby rejected and shall be null and void. Further, Customer agrees that any and all terms and rights granted Customer in the NYGC-ILMN Agreement that are or may be applicable to Customer with respect to Supplied Products or 1llumina 's provision of services, including Customer's procurement and use of Supplied Products, are null and void and not enforceable by Customer. Failure of Illumina or Customer to object to any such conflicting, amending and/or additional terms shall not constitute a waiver by Illumina or Customer, nor constitute acceptance by Illumina or Customer of such terms. All of Customer's purchases of products from Illumina shall be made under this Agreement. Customer shall notify Illumina if it desires to purchase a product that is not listed on **Exhibit A**, and the Parties will negotiate an appropriate amendment to add the product(s) to **Exhibit A**. The conditions, requirements, exclusions and restrictions on Supplied Product use and other activities set forth in this Agreement are bargained for conditions of sale and, therefore, control the sale of such Supplied Products and the rights in and to Supplied Products conferred upon Customer at purchase. For the avoidance of doubt, this Agreement is personal to Customer and the rights and obligations regarding purchase and supply do not extend to Affiliates of Customer.

2.2 **Supplied Products; Pricing**

a. **Supplied Products**. The Supplied Products and any applicable Service Contracts, along with pricing and [***] are set forth on **Exhibit A**. If a price for a Supplied Product or Service Contract is not set forth in Exhibit A, the Parties will agree to the price [***]. All prices and amounts payable under this Agreement shall be in $US.

b. **Service Contract**. Customer shall, throughout the Term, purchase and maintain the minimum of [***]on each Hardware that Customer uses for NJPT Use.

c. **Test Fee**. **Exhibit B** sets forth the Test Fee and audit rights that are applicable to use of the Supplied Products for NIPT Use.

d. **Exclusivity**. In exchange [***] under this Agreement, Customer agrees to exclusively use only Illumina [***] for [***] performed by Customer during the Term. For the avoidance of doubt, Customer agrees that [***] under this Agreement when performing [***] during the Tenn.

2.3 **Initial Purchase Commitment**.

a. **Minimum Purchase Commitment**. Beginning in the [***] Customer launches an [***], Customer shall purchase and take delivery of no less than [***] during each calendar quarter of this Agreement during the Term. Such amount is based upon the [***]during such time period.

b. **One-time Payment**. Customer shall make a one-time payment of $[***] to Illumina within [***]days [***] the Effective Date.

III. USE RIGHTS FOR SUPPLIED PRODUCTS

3.1 **Authorized Uses of Supplied Products**.

a. **Research Use Rights**. Subject to the terms and conditions of this Agreement, Customer's purchase of each unit of Supplied Product under this Agreement confers upon Customer the [***]right [***] to use [***] in accordance with the terms and conditions pertaining to Supplied Products that are set forth in this Agreement (including in Documentation and Specifications). The Parties agree that the preceding sentence is designed to and does alter the effect of the exhaustion of patent rights that would otherwise result if the sale was made without restriction.

b. **Clinical Use Rights**. Subject to the terms and conditions of this Agreement Customer's purchase of each unit of TG Consumable and Temporary Consumable under this Agreement confers upon Customer [***]right [***] to use that [***], only on [***] from the Collection Territory, solely in accordance with the terms and conditions pertaining to Supplied Products that are set fo1th in this Agreement (including in Documentation and Specifications). The Parties agree that the preceding sentence is designed to and does alter the effect of the exhaustion of patent rights that would otherwise result if the sale was made without restriction.

c. **NIPT Use Rights**. Subject to the terms and conditions of this Agreement, including payment of a Test Fee, Customer's purchase of each unit of TG Consumable and Temporary Consumable under this Agreement confers upon Customer [***] to use that [***], only on [***] from the Collection Territory, and only in accordance with all terms and conditions pertaining to Supplied Products that are set forth in this Agreement (including in Documentation and Specifications). The Parties agree that the preceding sentence is designed to and does alter the effect of the exhaustion of patent rights that would otherwise result if the sale was made without restriction. Illumina acknowledges that [***] Customer to use [***]in the Territory, under terms and conditions expressly stated in this Agreement, permits Customer to [***] as a [***] and [***], subject to Customer's [***] in accordance with this Agreement,

d. **Software**. Subject to the terms and conditions of this Agreement, Customer has the right to use Software solely in connection with Hardware, Existing Hardware and Consumables for (i) [***]in Customer's facility in the Territory, and (ii) for [***]in Customer's facility in the Territory, only [***] the Collection Territory, and in both of the preceding (i) and (ii) only in accordance with the use rights set forth in this Section 3.1 and any applicable end-user license agreement. All Software is licensed, not sold, to Customer, is non-transferable, non-sublicensable, and may be subject to additional terms set forth in the end user license agreement. With respect to Software, references in this Agreement to "purchase" or "sale" of Supplied Products (and similar grammatical variations) are understood to mean that Software is licensed under this Agreement and not sold.

e. **Existing Hardware**. The rights conferred upon Customer with purchase of Consumables under this Agreement as set forth in Section 3.1 (a)-(c) include the right for Customer to [***] to the same extent as Customer has the right to [***]under this Agreement. With respect only to Customer Use rights set forth in Sections 3.2 (a), (b), and (c), including without limitation, the related requirements, restrictions, limitations, and exclusions set forth in this Agreement, reference to [***] is understood to include [***], even if not expressly stated.

f. **Test Marking**. See **Exhibit B**, part B3 for requirements regarding marking NIPT test reports.

3.2 **Limitations on Customer Use; Excluded Activities**.

a. **Certain Limitations on Use**. Customer agrees that (i) it will not use a Supplied Product for or in any Excluded Activity, (ii) it will not [***], or [***], any [***], (iii) it will use the Supplied Products only within the scope of the Illumina Intellectual Property Rights and permitted field of use within Customer Use expressly conferred upon Customer with purchase of each unit of Supplied Product in accordance with Section 3.1 (Authorized Use of Supplied Products).

b. **Consumables; On-Instrument Consumables; Off-Instrument Consumables**. Consumables and Hardware were specifically designed and manufactured to operate together. Customer acknowledges and agrees that (i) with respect to [***], it will only use [***], (ii) with respect to [***] it will use with [***]are [***], (iii) it will use [***]only for [***] (except to the extent applicable to [***]), (iv) Customer is not granted any right under this Agreement to [***], any [***], even for use in place of [***], even for its [***], and (v) Customer is not granted any right under this Agreement to [***], including [***].

c. **Illumina Proprietary Information**. Customer acknowledges that the contents of and methods of operation of the Supplied Products are proprietary to Illumina and/or its Affiliates and contain or embody trade secrets of Illumina and/or its Affiliates. With respect to [***] that are included in Supplied Products, Customer agrees that it shall only use the same with the Supplied Products.

d. **Documentation**. Customer agrees that it will not alter, modify, copy, or remove the Documentation from Customer's facility, unless expressly permitted to do so in the Documentation or in this Agreement. Permitted copies of the Documentation shall include Illumina's copyright and other proprietary notices.

IV. INTELLECTUAL PROPERTY RIGHTS

4.1 **Core IP and Application Specific IP**. Customer's purchase of Supplied Products under this Agreement confers upon Customer, on a unit-by-unit basis, only the use rights under Core IP and, to the extent expressly stated, NIPT Application Specific IP, as stated in Section 3.1. As of the Effective Date, the only Application Specific IP that Customer has determined it requires for its intended use of Supplied Products is NIPT Application Specific IP. If Customer requires rights under additional Application Specific IP (whether the requirement is determined by Customer or Illumina), then it will obtain the required rights from Illumina or Customer will discontinue use of Supplied Products in a manner that requires rights to Application Specific IP. Illumina will give good faith consideration to Customer's request to obtain rights under Application Specific IP. Any future grant by Illumina to Customer of rights to Application Specific IP will be subject to the Parties' good faith negotiation of the terms under which such rights are to be granted, including consideration, and will be granted, if at all, under a separate written agreement.

4.2 **Other IP**. Customer's intended use of the Supplied Products may require that it obtain license or other rights to third party Intellectual Property Rights, including Other IP, to use Supplied Products for any and all applications within Customer Use without infringement or misuse of such third party Intellectual Property Rights. It is Customer's responsibility to ensure that it has or obtains rights to all third party Intellectual Property Rights that are required for Customer to use the Supplied Products for Customer Use without infringement or misuse of such third party Intellectual Property Rights, subject to

the limited obligation of Illumina to indemnify Customer for infringement of certain third party Intellectual Property Rights as expressly set forth in Section 11.1.

4.3 **All Rights Reserved**.

a. The rights conferred upon Customer under this Agreement are limited to those use rights (field of use under the stated Illumina Intellectual Property Rights) expressly conferred upon Customer upon purchase of each unit of Supplied Products under this Agreement, as expressly stated in Section 3.1 (Authorized Uses of Supplied Products), and Customer agrees that any use of Supplied Products outside the scope of such rights is a prohibited and unauthorized use. All prohibited and unauthorized uses infringe Illumina Intellectual Property Rights and are expressly excluded from Customer Use. Illumina, on behalf of itself and its Affiliates (and their respective successors and assigns), retains all and does not waive the right to enforce Illumina Intellectual Property Rights and bring suit or proceedings against any person or entity, including Customer (and its Affiliates, and their respective successors, and assigns), with respect to any and all prohibited or unauthorized uses of Supplied Product or Existing Hardware. Customer agrees that actual knowledge by Illumina, Illumina's Affiliates, or their respective directors, officers, employees, or agents that Customer is using Supplied Product or Existing Hardware in any unauthorized or unpermitted manner, does not (i) waive or otherwise limit any rights under this Agreement or at Law that Illumina, Illumina's Affiliates or their respective successors and assigns, have to address the unauthorized or unpermitted use, or (ii) grant Customer a license or other right to any Illumina Intellectual Property Right, whether by implication, estoppel, or otherwise,

b. Except as expressly stated in Section 3.1 (Authorized Uses of Supplied Products), no sublicense or other right or license under any Illumina Intellectual Property Rights is or are granted, expressly, by implication, by estoppel or otherwise, under this Agreement. Supplied Products and Existing Hardware may be covered by one or more patents in the Territory. Illumina does not represent, warrant, covenant or undertake that use of Supplied Product for any or all applications within Customer Uses will not infringe or be a misuse of Application Specific IP (except to the extent rights under NIPT Application Specific IP are conferred upon purchase) or third party Intellectual Property Rights, including Other IP, and expressly disclaims and excludes any statement or implication otherwise, to the maximum extent permitted by Law. Notwithstanding anything in this Agreement to the contrary, Customer assumes all risk associated with not obtaining any required rights to Other IP or Application Specific IP (except to the extent rights under NIPT Application Specific IP are confe1Ted upon purchase).

V. REGULATORY

5.1 **Research Supplied Products**. The Supplied Products are labeled For Research Use Only. Customer acknowledges that, unless expressly stated otherwise in writing by Illumina, no Supplied Product has been subjected to any conformity assessment or other regulatory review or certified, approved or cleared by any regulatory entity or conformity assessment body, whether foreign or domestic (including without limitation the United States Food and Drug Administration), or otherwise reviewed, cleared or approved under any Law for any purpose, whether research, commercial, diagnostic or otherwise. Purchaser agrees to comply with all applicable laws and regulations when using, maintaining, and disposing of Supplied Product. In the event any Supplied Product added to this Agreement after the Effective Date has been certified, approved or cleared by a regulatory agency, including without limitation the FDA, then it may be subject to additional terms and conditions of sale and this Agreement will be amended as may be necessary.

5.2 **Regulatory Approvals**. Customer, and not Illumina, is responsible for obtaining any and all Regulatory Approvals. Customer agrees to promptly disclose to Illumina any communication that it receives from a government body, agency, or other regulatory or accrediting body pertaining to the Supplied Products or Customer's use of the Supplied Products.

5.3 **Regulatory Appropriate Product**. If Illumina [***] determines that it is proper from a regulatory standpoint to discontinue sale of any Supplied Product to Customer for an application within Customer Use and Illumina makes available for purchase by Customer a product or combination of products that has a relevant regulatory status more appropriate for such application within Customer Use, then Customer will transition to the use of that product or combination of products and cease using the applicable Supplied Product for that application within Customer Use within [***] after that product or combination of products is available for purchase by Customer (unless a shorter time period for transition is required by Law, in which case, within that shorter time period). In such event, the Parties will work together in good faith to coordinate such transition and, if necessary, to modify other terms and conditions of this Agreement.

VI. PURCHASING; PAYMENT; DELIVERY

6.1 **Purchase Orders; Acceptance; Cancellation**. Customer shall order Supplied Product using written purchase orders ("**Purchase Order(s)**") submitted under and in accordance with this Agreement. Purchase Orders shall state, at a minimum, the Illumina catalogue number, the Illumina provided quote number (or other reference provided by Illumina), the quantity ordered, price, requested delivery date, and address for delivery, and shall reference this Agreement. All Purchase Orders shall be sent to the attention of Illumina Customer Solutions or to any other person or department designated by Illumina in writing. Acceptance of a Purchase Order occurs when Illumina provides Customer a sales order confirmation. Purchase Orders submitted in accordance with this Agreement will not be unreasonably rejected by Illumina. Except as expressly stated in Section 7.4 (Payment Instead of Taking TG Consumables), all Purchase Orders accepted by Illumina are non-cancelable by Customer and may not be modified without the prior written consent of Illumina.

6.2 Invoices; Payment; Taxes.

a. **Invoices and Payment**. Illumina shall issue invoices upon shipment of Supplied Products or upon provision of Service Contracts, as applicable. Invoices shall be sent to Customer's accounts payable department, or any other address designated by Customer in writing. All invoices are payable as of the date of invoice and payments by Customer on such invoices are due within [***] after the date of the invoice. Test Fees are due and payable as set forth on **Exhibit B**. Without limiting any remedies available to Illumina, any amounts not paid when due under this Agreement will accrue interest at the rate of [***]% [***], or the maximum amount allowed by Law, if lower. In the event of nonpayment, Illumina shall have the right to take any action allowed in Law in addition to any rights or remedies under this Agreement, including without limitation, revoke the rights conferred and/or licenses granted hereunder and suspend performance, including shipment, until all payments are made current. Customer shall [***] costs (including [***]) incurred by Illumina in connection with the collection of late payments. Each Purchase Order is a separate, independent transaction under this Agreement, and al1 amounts due under any other Purchase Orders or other transactions with Illumina shall be paid by the Customer in full without any set-off, counterclaim, deduction or withholding. Customer agrees to pay for Supplied Products supplied, and for services provided including Service Contracts, hereunder in accordance with the terms and conditions of this Agreement.

b. **Taxes**. All prices and other amounts payable to Illumina hereunder are exclusive of and are payable without withholding or deduction for taxes, GST, VAT, customs duties, tariffs, charges

or otherwise as required by Law from time to time upon the sale of the Supplied Product or provision of services, all of which will be added to the purchase price or subsequently invoiced to the Customer to gross up any payment in respect of which withholding or deduction is required to be made.

6.3 **Shipping Terms; Title and Risk of Loss; Ship Date Changes**.

a. **Shipping; Title**, **Risk of Loss**. Unless otherwise agreed upon in writing, all shipments are made [***]and Customer is responsible for freight and insurance which will be added to the invoice and paid by Customer, except that all shipments to [***] [***] at Customer's address on the Purchase Order. In [***] cases, title (except for [***]) and [***] is made available at such address.

b. **Ship Date Changes**. The latest ship date allowed for any Supplied Product under a Purchase Order is the date that is [***] after the date the Purchase Order was received by Illumina. Subject to the te1ms and conditions of this Agreement, Illumina will use reasonable efforts, but makes no guarantee and does not unde1take that it will be able, to accommodate Customer requests to bring forward the ship dates for Supplied Products on a Purchase Order.

VII. TG CONSUMABLES - ADDITIONAL TERMS AND CONDITIONS

7.1 **Expiry Date; Single Lot Shipments/ Kit Lot Testing for TG Consumables**.

a. **Expiry Date for TG Consumables**. Illumina shall use [***] to ensure that TG Consumables shall have an expiry date that is no less than [***] at the time of shipment. Expiry date will be pre-printed on the TG Consumable packaging.

b. **Single Lot Shipments**. Illumina shall use [***] to ensure each shipment of a given TG Consumable supplied under this Agreement includes [***].

c. **Kit Lot Testing**. Illumina shall use [***] to test each component reagent that comprises a given TG Consumable supplied under this Agreement, together with the other component reagents of that TG Consumable to ensure their functionality, unless sufficient data are available to demonstrate that a given component reagent, or component reagents, if quality tested independently, does not affect performance of the TG Consumable.

d. **Certificates of Analysis**. Illumina shall, provide a [***] TG Consumables sold to Customer under this Agreement. In testing TG Consumables, Illumina will provide testing information that Illumina deems appropriate to report quality of each lot of TG Consumables.

7.2 **TG Consumable Lead Time**. Subject to the terms and conditions of this Agreement, if a Purchase Order for TG Consumables is submitted (a) by the [***] business day of the calendar month, the first shipment of TG Consumables on the Purchase Order will be no earlier than [***] from the date the Purchase Order is accepted by Illumina and (b) after the [***] business day of the calendar month, the first shipment of TG Consumables on the Purchase Order will be no later than [***]from the date the Purchase Order is accepted by Illumina.

7.3 **Forecasts for TG Consumables**. Customer shall, no later than the [***] business day of each calendar month, provide a written non-binding forecast detailing the estimated quantity of TG Consumables, on a TG Consumable-by-TG Consumable basis, that Customer requires during the following [***].

7.4 **Payment Instead of Taking TG Consumable**. The type and quantity of TG Consumables required by Customer on a Purchase Order are manufactured by Illumina only after receipt of Customer's Purchase Order for those TG Consumables. Except with respect to [***], which [***], and

except as stated [***]), Customer may [***] of a Purchase Order for TG Consumables under this Agreement; provided that Illumina reserves the right to charge Customer up to [***]% of the purchase price of the canceled TG Consumables, and Customer agrees to make payment on any and all invoices provided by Illumina for such charges in accordance with this Agreement.

7.5 **Temporary Consumables**. Subject to the terms and conditions of this Agreement, if Non-TG Consumables are supplied under this Agreement as Temporary Consumables, then those Non-TG Consumables shall, solely for the purposes of Clinical Use and NIPT Use, as applicable, be considered to have the same Clinical Use and NIPT Use rights as TG Consumables. With respect to Non-TG Consumables for which Illumina does not have a corresponding TG version ("**TG Version**") generally available for purchase during the Term, at such time as Illumina does have a TG version generally available for purchase, Illumina will give Customer notice of the availability of that TG Version and at that time it shall automatically be added to **Exhibit A** of this Agreement and available for purchase by Customer. Notice may be by way of inclusion of the TG Version on a quote. Customer agrees that (i) within [***] of the date of such notice Customer will cease using the applicable Non-TG Consumables as Temporary Consumables for Clinical Use and NIPT Use, as applicable, (ii) it will promptly modify or cancel existing open Purchase Orders (without being subject to the charge set forth in Section 7.4) as needed so as to ensure that Customer will no longer receive the applicable Non-TG Consumables as Temporary Consumable after the date that is [***] after the date of the notice, unless Customer will use such Non-TG Consumables only for Research Use, and (iii) Customer will not place additional Purchase Orders for the applicable Non-TG Consumables as Temporary Consumable for Clinical Use and NIPT Use, as applicable, after receipt of such notice.

7.6 **Discontinuation/Changes to Certain TG Consumables**.

a. TG Consumables will not be manufactured in their current configurations indefinitely as a result of product life cycle or other business considerations. Accordingly, a given TG Consumable may be phased out of production and no longer available and/or there may be a new, reconfigured, or repackaged version of a TG Consumable that embodies a material change to form, fit or function of such TG Consumable (such discontinued or materially changed TG Consumable is referred to as a "**Discontinued Consumable**"). Any product or combination of products that is intended by Illumina to replace such Discontinued Consumable shall be referred to as a "**Substitute Consumable**." In some instances a Substitute Consumable may differ from the Discontinued Consumable through changes in one or more components that comprised the Discontinued Consumable ("**Changed Components**"). In other instances the Substitute Consumable may represent a complete change from the Discontinued Consumable ("**Complete Change**").

b. In the case of a Discontinued Consumable that will have Changed Components, Illumina will use [***] to make the Changed Components and instructions on how to modify the Discontinued Consumable in order to use the Changed Components available [***]as soon as practical, but no later than [***] to the date that the Discontinued Consumable will no longer be available for purchase. Illumina will provide a [***] to facilitate Customer's validation efforts in support of the change.

c. In the case of a Discontinued Consumable that will have a Complete Change, Illumina will use [***] to make the Substitute Consumable available for purchase by Customer as soon as practical, but no later than [***] prior to the date that the Discontinued Consumable will no longer be available for purchase. Illumina will [***] to facilitate Customer's validation efforts in support of the change.

d. Once a Discontinued Consumable is no longer available for purchase (either in the instance of a Complete Change or Changed Component), Illumina will give [***] to this Agreement as a Consumable and the Discontinued Consumable will be removed. The price for a Substitute Consumable will be [***] for the Substitute Consumable. Use of Substitute Consumables shall be subject to the terms and conditions of this Agreement. In the event Customer expends [***] but, nevertheless, is [***] that Customer achieved through use of the Supplied Product that was replaced by the Substitute Consumable, then Customer shall provide written notice to Illumina of the [***], along with a [***] undertaken by Customer to improve the economic or technical benefit. Upon the earlier of [***] business days after receipt of such notice, or Illumina's confirmation of the [***], Customer shall no [***] set forth in [***] of this Agreement.

7.7 **TG Consumable Ship Schedule**. Each Purchase Order for TG Consumables [***], to be agreed to between Illumina and Customer prior to Illumina accepting that Purchase Order, that details the quantity of and type of TG Consumables (on a TG Consumable-by-TG Consumable basis) that Customer requires to be delivered [***] that is covered by the Purchase Order.

VIII. WARRANTY

8.1 **Warranty for Supplied Products**. All warranties are personal to Customer and may not be transferred or assigned to a third-party, including an Affiliate of Customer. All warranties for Hardware are facility specific and do not transfer and are void if the Hardware is used at or moved to another facility, including moved to, between, or among facilities of Customer, unless Illumina conducts such move. All warranties for Consumables are facility specific and cannot be re-shipped, including re-shipments between or among facilities of Customer. The warranties set forth in this Agreement only apply to units of Supplied Products purchased under this Agreement. Warranty for Existing Hardware is as stated in the original terms of sale.

a. **Warranty for Consumables**. Illumina warrants, except as expressly stated otherwise in this Agreement, that Consumables, other than custom Consumables, will conform to their Specifications until [***] of (i) for TG Consumables, [***] from the date of shipment from Illumina and for Non-TG Consumables, [***] from the date of shipment from Illumina, and (ii) any [***], but in no event later than [***] from the date of shipment. With respect to [***] Consumables (i.e., [***]), Illumina only warrants that [***]. Illumina makes no warranty that custom Consumables will work as intended by Customer or for Customer's intended uses.

b. **Warranty for Hardware**. Illumina warrants that Hardware, other than Upgraded Components, will conform to its Specifications for a period of [***] after its shipment date from Illumina unless the Hardware includes Illumina-provided installation, in which case the warranty period begins on the [***] or [***]s after the date the Illumina Hardware was delivered, whichever occurs first ("**Base Hardware Warranty**"). "**Upgraded Components**" means Illumina-provided components, modifications, or enhancements to Hardware that was acquired by Customer prior to the date Illumina provides these Upgraded Components. Illumina warrants that Upgraded Components will conform to their Specifications for the [***] of the Base Hardware Warranty or a period of [***] from the date the Upgraded Components are installed. Upgraded Components do not extend the Base Hardware Warranty.

8.2 **Exclusions from Warranty Coverage**. The foregoing warranties in Section 8.1 shall not apply to the extent a non-conformance is due to (a) abuse, misuse, neglect, negligence, accident, improper storage, or use contrary to the Documentation (misuse includes use of a Consumable more than one time), (b) improper handling, installation, maintenance, or repair (other than by Illumina personnel), (c) unauthorized alteration, (d) an event of Force Majeure, or (e) use with a third party's good not

provided by Illumina (unless the applicable Documentation or Specifications expressly state such third party's good is for use with it).

8.3 **Sole Remedy**. The following states Customer's sole remedy and Illumina's sole obligations under the foregoing warranties.

a. **Consumables**. Illumina will repair or replace the non-conforming Consumable in its sole discretion. Repaired or replaced Non-TG Consumables come with a warranty of [***] after delivery of the repaired or replaced Consumable. Repaired or replaced TG Consumables come with a warranty that is the longer of [***] after delivery of the repaired or replaced Consumable or any expiration date or the end of the shelf-life pre-printed on such TG Consumable. In no event will the warranty for repaired or replaced Consumables be later than [***] from the date of shipment. With respect to replaced TG Consumables, Illumina will use [***] to provide replacement TG Consumables in Customer's next scheduled shipment where single lot per shipment can be maintained.

b. **Hardware**. Illumina will repair or replace the non-conforming Hardware in its sole discretion. Hardware may be repaired or replaced with functionally equivalent, reconditioned, or new Hardware or components (if only a component of Hardware is non-conforming). If the Hardware is replaced in its entirety, or if only a component(s) is/are being repaired or replaced, the warranty period for the replacement Hardware is the longer of [***] from the date of its shipment or the remaining period on the original Hardware warranty. Replaced or repaired components do not extend the original Hardware warranty period.

8.4 **Procedure**. In order to be eligible for repair or replacement under this warranty Customer must (a) promptly contact Illumina's customer support department to report the non-conformance, (b) cooperate with Illumina in the diagnosis of the non-conformance, and (c) return the Supplied Product, transportation charges prepaid, to Illumina following Illumina' s instructions or, if agreed by Illumina, grant Illumina's authorized repair personnel access to this Supplied Product in order to confirm the non-conformance and make repairs.

8.5 **Third-Party Goods**. Illumina has no warranty obligations with respect to any goods or software originating from a third party, including without limitation, any such goods or software supplied to Customer under this Agreement. Third-party goods or software are those that are labeled or branded with a third-party's name. The warranty for third-party goods or software, if any, is provided by the original manufacturer. Illumina will cooperate with Customer in filing any warranty claims with such third-parties.

8.6 **Limited Warranties**. TO THE EXTENT PERMITTED BYLAW AND EXCEPT FOR THE EXPRESS LIMITED WARRANTIES FOR SUPPLIED PRODUCTS SET FORTH IN SECTION 8.1 AND 8.3 OF THIS AGREEMENT, ILLUMINA MAKES NO (AND EXPRESSLY DISCLAIMS ALL) WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SUPPLIED PRODUCTS, OR ANY SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CARE AND SKILL, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ILLUMINA MAKES NO CLAIM, REPRESENTATION, OR WARRANTY OF ANY KIND AS TO THE UTILITY OF THE SUPPLIED PRODUCTS FOR CUSTOMER'S INTENDED USES.

IX. CONFIDENTIAL INFORMATION

9.1 **Confidential Information; Confidentiality**. The Parties acknowledge that a Party (the "**Recipient Party**") may have access to confidential or proprietary information ("**Confidential Information** ") of the other Party (the "**Disclosing Party**") in connection with this Agreement. In order to be protected as Confidential Information, information must be disclosed with a confidential or other similar proprietary legend and in the case of orally or visually disclosed information, the Disclosing Party shall notify the Recipient Party of its confidential nature at the time of disclosure and provide a written summary that is marked with a confidential or other similar proprietary legend to the Recipient Party within [***] (email acceptable). Confidential Information may include, but shall not be limited to, inventions, designs, formulas, algorithms, trade secrets, know-how, customer lists, cost and pricing information, business and marketing plans, and other business, regulatory, manufacturing and financial information. This Agreement, including its terms, including pricing, is Confidential Information. During the Term of this Agreement and for a period of [***] years thereafter, the Recipient Party shall hold the Disclosing Party's Confidential Information in confidence using at least the degree of care that is used by the Recipient Party with respect to its own Confidential Information, but no less than reasonable care. The Recipient Party shall disclose the Confidential Information of the Disclosing Party solely on a need to know basis to its employees, contractors, officers, directors, representatives, and those of its Affiliates, under written confidentiality and restricted use terms or U11dertakings consistent with this Agreement. The Recipient Party shall not use the Disclosing Party's Confidential Information for any purpose other than exercising its rights and fulfilling its obligations under this Agreement. The Confidential Information shall at all times remains the property of the Disclosing Party. The Recipient Party shall, upon written request of the Disclosing Party, return to the Disclosing Party or destroy the Confidential Information of the Disclosing Party. Notwithstanding the foregoing, the Recipient Party may maintain one copy of the Disclosing Party's Confidential Information to be retained by the Recipient Party's Legal Department for archival purposes only.

9.2 **Exceptions**. Notwithstanding any provision contained in this Agreement to the contrary, neither Party shall be required to maintain in confidence or be restricted in its use of any of the following: (a) information that, at the time of disclosure to the Recipient Party, is in the public domain through no breach of this Agreement or breach of another obligation of confidentiality owed to the Disclosing Party or its Affiliates by the Receiving Party; (b) information that, after disclosure hereunder, becomes part of the public domain by publication or otherwise, except by breach of this Agreement or breach of another obligation of confidentiality owed to the Disclosing Party or its Affiliate by the Receiving Party; (c) information that was in the Recipient Party's or its Affiliate 's possession at the time of disclosure hereunder by the Disclosing Party unless subject to an obligation of confidentiality or restricted use owed to the Disclosing Party or its Affiliate; (d) information that is independently developed by or for the Recipient Party or its Affiliates without use of or reliance on Confidential Information of the Disclosing Party; or (e) information that the Recipient Party receives from a third party where such third party was under no obligation of confidentiality to the Disclosing Party or its Affiliate with respect to such information.

9.3 **Disclosures Required by Law**. The Recipient Party may disclose Confidential Information of the Disclosing Party as required by court order, operation of law, or government regulation, including in connection with submissions to regulatory authorities with respect to the Supplied Products; provided that, the Recipient Party promptly notifies the Disclosing Party of the specifics of such requirement prior to the actual disclosure, or promptly thereafter if prior disclosure is impractical under the circumstances, uses diligent and reasonable efforts to limit the scope of such disclosure or obtain confidential treatment of the Confidential Information if available, and allows the Disclosing Party to participate in the process undertaken to protect the confidentiality of the Disclosing Party's Confidential

Information including, without limitation, cooperating with the Disclosing Party in its efforts to permit the Receiving Party to comply with the requirements of such order, law, or regulation in a manner that discloses the least amount necessary, if any, of the Confidential Information of the Disclosing Party.

9.4 **Injunctive Relief**. Each Party acknowledges that any use or disclosure of the other Party's Confidential Information other than in accordance with this Agreement may cause irreparable damage to the other Party. Therefore, in the event of any such use or disclosure or threatened use or threatened disclosure of the Confidential Information of either Party hereto, the non-breaching Party shall be entitled, in addition to all other rights and remedies available at Law, to seek injunctive relief against the breach or threatened breach of any obligations under this Article IX.

9.5 **Disclosure** of **Agreement**. Except as expressly provided otherwise in this Agreement, neither Party may disclose this Agreement, the terms and conditions of this Agreement, including any financial terms thereof, and the subject matter of this Agreement to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding anything in this Agreement to the contrary, Customer acknowledges and agrees that Illumina and its Affiliates, as healthcare companies, may, if required by applicable Law, disclose this Agreement, its terms, its subject matter, including financial terms (including without limitation, Illumina's compliance with Sunshine Act).

X. LIMITATIONS OF LIABILITY; DISCLAIMERS; REPRESENTATIONS

10.1 Limitation of Liability.

a. EXCEPT WITH RESPECT TO LIABILITY ARISING FROM (1) INDEMNIFICATION OBLIGATIONS UNDER ARTICLE XI, (2) BREACH OF [***], OR (3) [***] BREACH OR [***] MISCONDUCT UNDER THIS AGREEMENT, BUT OTHERWISE TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ILLUMINA OR ITS AFFILIATES BE LIABLE TO CUSTOMER, NOR SHALL CUSTOMER OR ITS AFFILIATES BE LIABLE TO ILLUMINA, FOR [***] ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE [***], HOWEVER ARISING OR CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY MISREPRESENTATION, BREACH OF STATUTORY DUTY OR OTHERWISE).

b. EXCEPT WITH RESPECT TO LIABILITY ARISING FROM (1) ILLUMINA'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE XI, (2) BREACH BY ILLUMINA OF [***], OR (3) ILLUMINA'S [***] BREACH OR [***] MISCONDUCT UNDER THIS AGREEMENT, BUT OTHERWISE TO THE EXTENT PERMITTED BY LAW, ILLUMINA'S TOTAL AND CUMULATIVE LIABILITY TO CUSTOMER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MISREPRESENTATION, BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL IN NO EVENT EXCEED [***]) DURING THE [***].

c. EXCEPT WITH RESPECT TO LIABILITY ARISING FROM (1) CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE XI, (2) CUSTOMER'S BREACH OF [***], (3) CUSTOMER'S [***] BREACH OR [***] MISCONDUCT UNDER THIS AGREEMENT, AND (4) CUSTOMER'S [***], BUT OTHERWISE TO THE EXTENT PERMITTED BY LAW, CUSTOMER'S TOTAL AND CUMULATIVE LIABILITY TO ILLUMINA ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT

(INCLUDING NEGLIGENCE), STRICT LIABILITY, MISREPRESENTATION, BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL IN NO EVENT EXCEED [***] DURING THE [***].

d. THE LIMITATION OF LIABILITY IN THJS SECTION 10.1 SHALL APPLY EVEN IF ILLUMINA OR ITS AFFILIATES OR CUSTOMER AND ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, INCLUDING WITHOUT LIMITATION, IN THIS ARTICLE X, THIS AGREEMENT DOES NOT LIMIT LIABILITY OF CUSTOMER OR ITS AFFILIATES FOR ANY INFRINGEMENT OF ILLUMINA INTELLECTUAL PROPERTY RIGHTS, INCLUDING WITHOUT LIMITATION, APPLICATION SPECIFIC IP (EXCEPT TO THE EXTENT RIGHTS UNDER NIPT APPLICATION SPECIFIC IP ARE CONFERRED ON CUSTOMER UPON PURCHASE OF EACH UNIT OF SUPPLIED PRODUCT AS EXPRESSLY STATED IN SECTION 3.1).

10.2 **Customer Representations and Warranties**. Customer represents and warrants and covenants that (a) it owns, leases, or otherwise contractually controls the facilities in which Supplied Products will be used for Customer Use; (b) it has the right and authority to enter into this Agreement without violating the terms of any other agreement; (c) it has all rights and licenses necessary to purchase and use the Supplied Products for Customer Use; (d) the person(s) signing this Agreement on its behalf has the right and authority to bind Customer to the terms and conditions of this Agreement, and (e) it will perform NIPT tests within NIPT Use in a professional and workmanlike manner and in accordance with Law.

10.3 **Customer Agreements**. Customer is not an authorized dealer, representative, reseller, or distributor of any of Illumina' s, or its Affiliates', products or services. Customer (a) is not purchasing the Supplied Product on behalf of a third party, (b) is not purchasing the Supplied Product in order to resell or distribute the Supplied Product to a third party, (c) is not purchasing the Supplied Product in order to export the Supplied Product from the country in which Illumina shipped the Supplied Product pursuant to the ship-to address designated by Illumina at the time of ordering, and (d) will not export the Supplied Product out of such country in (c).

XI. INDEMNIFICATION; INSURANCE

11.1 **Indemnity**.

a. **Indemnification by Illumina for Infringement**. Subject to the terms and conditions of this Agreement, including without limitation, the Exclusions to Illumina Indemnification Obligation (Section 11.1(b) below), Indemnification by Customer (Section 11.1(c) below), Conditions of Indemnification Obligation (Section 11.1(d) below), and Customer's obligations pertaining to Other IP pursuant to Article IV,

(i) Illumina shall defend, indemnify and hold harmless Customer, and its officers, directors, representatives and employees (Customer and each of the foregoing a "**Customer Indemnitee**"), against any claim or action brought by a third-party:

(A) alleging infringement of the valid and enforceable Intellectual Property Rights of a third party that pertain to or cover aspects or features of the Supplied Product(s) (or use thereof) without [***], as a result of [***], in accordance with all the terms and conditions of this Agreement,

(B) alleging infringement of the valid and enforceable Intellectual Property Rights of a third party that pertain to or cover aspects or features of the Supplied Product(s) (or use thereof) without [***], as a result of [***], with [***], in accordance with all the terms and conditions of this Agreement,

(C) alleging infringement of the valid and enforceable Intellectual Property Rights of a third party that pertain to or cover aspects or features of the Supplied Product(s) (or use thereof) without [***], as a result of [***], with [***], in accordance with all the terms and conditions of this Agreement,

(the infringement claims in (A), (B), and (C) are collectively and individually an "**Illumina Infringement Claim**"), and

(ii) Illumina shall [***] awarded against such Customer Indemnitee in connection with such Illumina Infringement Claim.

The foregoing obligation to indemnify, defend and hold harmless shall not be applicable for any claim or action brought by (x) a third party who is or becomes or was an Affiliate of Customer.

If the Supplied Products or any part thereof become, or in Illumina's opinion may become the subject of an infringement claim or action against Illumina (including its Affiliates) or Customer and/or any other Customer Indemnitee, Illumina [***], to (A) [***]Customer the right to continue using such Supplied Products, (B) [***] such Supplied Products with [***], or (C) [***]of such Supplied Products that are or may become the subject of an infringement claim or action and [***], [***] to supply such Supplied Products hereunder, and [***] to Customer the [***] (as [***] in Customer's [***]) of the returned Supplied Product at the time of [***]; provided that, [***] Consumables. This Section (including without limitation Section 11.1(b) and other Sections referred to herein) states the entire liability of Illumina for any allegation of Customer infringement of third party Intellectual Property Rights, as well as Illumina's entire obligation under this Agreement to indemnify, defend and hold harmless the Customer and other Customer Indemnitees.

b. **Exclusions to Illumina Indemnification Obligation**. Illumina shall have no obligation under Section 11.1(a), (or any obligation under this Agreement), to defend, indemnify or hold harmless any Customer Indemnitee or pay any settlements, final judgments or costs with respect to any Illumina Infringement Claim, to the extent such Illumina Infringement Claim is or arises from any one or more of:

(i) the use of the Supplied Products in any [***] with respect to [***] of the Supplied Products in accordance with [***],

(ii) the use of the Supplied Products in any manner or for any purpose [***],

(iii) the use of the Supplied Products in [***],

(iv) the use of the Supplied Products to [***], including without limitation, [***],

(v) Illumina's compliance with [***] (e.g., [***]),

(vi) the use of the Supplied Products in any manner or for any purpose that [***], or

(vii) Customer's breach of any term, including breach of a representation or warranty or condition , made hereunder or included in this Agreement, wherein any use specified in (i), (ii), (iii) (iv), or (vi) is a use performed by Customer, its Affiliate, or a party to whom Customer or its Affiliate transfers Supplied Product (regardless of whether any such use or transfer is permitted under this Agreement) (each of (i)-(vii), is referred to as an "**Excluded Claim**").

c. **Indemnification by Customer**. Customer shall defend, indemnify and hold harmless Illumina, its Affiliates, their [***], and [***], and their respective officers, directors, representatives, employees, successors and assigns (Illumina and each of the foregoing an "**Illumina Indemnitee(s)**"), against any and all claims, liabilities, damages, fines, penalties, causes of action, and losses of any and every kind ("**Claim**"), including without limitation, claims relating to or arising out of personal injury or death, and claims relating to or arising out of infringement of a third patty's Intellectual Property Rights, to the extent a Claim results from, relates to, or arises out of:

(i) any action described in any Excluded Claim, including without limitation, [***],

(ii) Customer's failure to [***],

(iii) Customer's [***], and/or [***] without limitation, [***].

d. **Conditions of Indemnification**. The Parties' indemnification obligations under this Section 11.1 are subject to the Party seeking indemnification (i) notifying the other, indemnifying Party promptly in writing of the claim, (ii) giving indemnifying Party exclusive control and authority over the defense of such claim, (iii) not admitting infringement of any Intellectual Property Right without prior written consent of the indemnifying Party, (iv) not entering into any settlement or compromise of any such action without the indemnifying Party 's prior written consent, and (v) providing all [***]e to the indemnifying Party that the indemnifying Party requests and ensuring that its officers, directors, representatives and employees and other indemnitees likewise provide assistance (provided that indemnifying Party reimburses the indemnified Party(ies) for its/their [***]providing such assistance). An indemnifying Party will not enter into or otherwise consent to an adverse judgment or order, or make any admission as to liability or fault that would adversely affect the indemnified party, or settle a dispute without the prior written consent of the indemnified Party, which consent not to be unreasonably withheld, conditioned, or delayed.

e. **Third-Party Goods**. Notwithstanding anything in this Agreement to the contrary, Illumina shall have no indemnification obligations with respect to any goods or software originating from a third party, including without limitation, any such goods or software supplied to Customer under this Agreement. Third-party goods are those that are labeled or branded with a third-party's name. Customer's sole right to indemnification with respect to such third party goods or software shal1 be pursuant to the original manufacturer's or original licensor's indemnity, if any, to Customer, to the extent provided by the original manufacturer or original licensor.

11.2 **Insurance**. Customer shall obtain and maintain insurance coverage as follows: (i) a policy for liability (including professional and errors & omissions) in the amount of no less than US$[***]per occurrence, and (ii) separately a policy for commercial general liability and public liability insurance in the amount of no less than US$[***], in the case of each of (i) and (ii) to protect the Illumina Indemnitees under the indemnification provided hereunder. Illumina shall be an additional insured on Customer's insurance policy or policies and, upon request, Illumina shall be provided appropriate certificates of insurance. Such policies shall provide a waiver of subrogation against Illumina as an additional insured and contain no cross-liability exclusion. Customer agrees that the Parties intend that

Customer's insurance coverage will be primary over any other potentially applicable insurance. Customer shall ensure that any umbrella or excess liability coverage shall not treat the naming of Illumina as an additional insured as a coverage change that voids or terminates such coverage. Customer will not cancel or amend the policies without [***] prior written notice to Illumina. Customer shall maintain such insurance at all times during the Term and for a period of [***]thereafter.

XII. TERM AND TERMINATION

12.1 **Term**. This Agreement shall commence on the Effective Date and terminate three (3) years thereafter unless otherwise terminated early as provided hereunder or extended longer by the mutual agreement of the Parties. The period from the Effective Date to the date the Agreement terminates or expires is the "**Term**."

12.2 **Early Termination**. Without limiting any other rights of termination expressly provided in this Agreement or under Law, this Agreement may be terminated early as follows:

a. **Breach of Provision**. If a Party materially breaches this Agreement and fails to cure such breach within [***] days after receiving written notice of the breach from the other Party, the non-breaching Party shall have the right to terminate this Agreement with immediate effect by providing written notice of termination to the other Party. Notwithstanding the foregoing, and without limiting any other right or remedy of Illumina, breach by Customer of any term in Article III (Use Rights for Supplied Products) or Article IV (Intellectual Property), under this Agreement, gives Illumina the right to seek injunctive relief and/or to terminate this Agreement with immediate effect upon written notice.

b. **Bankruptcy and Insolvency**. A Party may terminate this Agreement, effective immediately upon written notice, if the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy, for winding up of that Party, or any proceeding relating to insolvency, receivership, administrative receivership, administration liquidation or company voluntary arrangement or scheme of arrangement with its creditors that is not dismissed or set aside within [***]. In the event of any insolvency proceeding commenced by or against Customer, Illumina shall be entitled to cancel any Purchase Order then outstanding and not accept any further Purchase Order until bankruptcy or insolvency proceeding is resolved.

c. **Termination for Regulatory Standards**. In the event that either Party is notified by a regulatory agency or government body, including without limitation the FDA or any foreign equivalent, or [***], that its performance under this Agreement is illegal or violates any Law, then each Party has the right to terminate the part(s) of the Agreement negatively affected by such ruling, upon [***] prior [***]to the other Party and Illumina has the right to cease supplying the affected Supplied Product.

12.3 **Right to Cease Delivery**. In addition to any other remedies available to Illumina under this Agreement or at Law, Illumina reserves the right to cease shipping Supplied Product to Customer immediately if Customer (a) uses the Supplied Product in any unauthorized or unpermitted manner, including without limitation, outside the scope of Customer Use (including the Intellectual Property Rights and field of use) expressly conferred to Customer in accordance with Section 3.1 (Authorized Uses of Supplied Products) of this Agreement, (b) fails to pay invoices when due, (c) breaches any term in Article III (Use Rights for Supplied Products) or Article IV (Intellectual Property), (d) breaches any Customer representation or warranty made hereunder or (e) provides notice to Illumina in accordance with Section 12.2(c).

12.4 **Survival of Obligations**. All definitions, all purchase commitments under open Purchase Orders, all payment obligations, Section 3.2 (Limitations on Customer Use; Excluded Activities), Article IV (Intellectual Property Rights), Sections 5.1 (Research Supplied Products), 5.2 (Regulatory Approvals), non-cancellation of Purchase Orders under Section 6.1 (Purchase Orders; Acceptance; Cancellation), title and risk of loss under Section 6.3 (Shipping Terms; Title and Risk of Loss; Ship Date Changes), 7.4 (Payment Instead of Taking TG Consumable), Articles VIII (Warranty), IX (confidential Information), X (Limitations of Liability; Disclaimers; Representations), XI (Indemnification; Insurance), Section 12.4 (Survival of Obligations), XIII (Additional Terms and Conditions). With respect to Use Rights in Section 3.1, Customer has the right to use the units of Consumables supplied under this Agreement with Hardware and Existing Hardware until the expiration date of those Consumables. Termination or expiration of this Agreement shall not relieve the Parties of any liability or obligation that accrued hereunder prior to the effective date of such termination or expiration nor preclude either Party from pursuing all rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement, nor prejudice either Party's right to obtain performance of any obligation. ·

XIII. ADDITIONAL TERMS AND CONDITIONS

13.1 **Governing Law; Jurisdiction**. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed and construed in accordance with the laws of the State of California, U.S.A., without regard to provisions on the conflicts of laws. Any legal process to resolve a dispute under this Agreement, including without limitation arbitration or court proceedings, shall take place in San Diego, California. The Parties agree that the United Nations Convention on Contracts for the International Sale of goods shall not apply to this Agreement, including any terms in Documentation. In Illumina's sole discretion, any dispute, claim or controversy arising out of or relating to the breach, termination, enforcement, interpretation or validity of these terms and conditions, shall be determined by confidential binding arbitration conducted in the English language, (i) to be held in San Diego, California before one arbitrator who has at least 10 years of experience in handling disputes similar to the dispute to be arbitrated hereunder and administered by JAMS pursuant to the JAMS Comprehensive Arbitration Rule In all cases of arbitration hereunder each Party shall bear its own costs and expenses and an equal share of the arbitrator's and administrator's fees of arbitration; neither Party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both Parties, unless required by law; the decision of the arbitrator shall be final and binding on the Parties, provided that, the arbitrator shall not have the authority to alter any explicit provision of these terms and conditions; judgment on the award may be entered in any court having jurisdiction. This clause shal1 not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding anything herein to the contrary, any claims or causes of action involving infringement, validity, or enforceability of a Party or its Affiliate's Inte11ectual Property rights are not subject to this arbitration clause.

13.2 **Illumina Affiliates; Rights of Third Parties**. Customer agrees that Illumina may delegate or subcontract any or all of its rights and obligations under this Agreement to one or more of its Affiliates. Illumina invoices and other documentation may come from an Illumina Affiliate and Customer shall honor those just as if they came directly from Illumina. There are no third party beneficiaries to this Agreement and no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person or entity who is not a Party to this Agreement. The Parties to this Agreement may rescind or terminate this Agreement or vary any of its terms in accordance with their rights under this Agreement and by Law, without the consent of any third party.

13.3 **Legal Compliance**. Nothing in this Agreement is intended, or should be interpreted, to prevent either Party from complying with, or to require a Party to violate, any and all applicable Laws. Should either Party reasonably conclude that any portion of this Agreement is or may be in violation of a change in a Law made after the Effective Date, or if any such change or proposed change would materially alter the amount or method of compensating Illumina for Supplied Products purchased by, or services performed for, Customer, or would materially increase the cost of Illumina's performance hereunder, the Parties agree to negotiate in good faith written modifications to this Agreement as may be necessary to establish compliance with such changes and/or to reflect applicable changes in compensation necessitated by such legal changes, with any mutually agreed upon modifications added to this Agreement by written amendment.

13.4 **Severability; No Waiver; Rights and Remedies**. If any provision or subsection of this Agreement is held invalid, illegal or unenforceable, it shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. The failure or delay of either Party to exercise any right or remedy provided herein or to require any performance of any term of this Agreement shall not be construed as a waiver, and no single or partial exercise of any right or remedy provided herein, or the waiver by either Party of any breach of this Agreement shall not prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term of this Agreement. Except as expressly provided in this Agreement, the rights and remedies of each Party under this Agreement are cumulative and not exclusive of any rights or remedies provided by Law.

13.5 **Assignment**. Customer shall not assign or transfer this Agreement or any rights or obligations under this Agreement, without the prior written consent of Illumina, which consent shall not be unreasonably withheld, delayed or conditioned. Customer agrees that it would not unreasonable for Illumina to not consent to Customer assigning or transferring this Agreement to an entity that is a material competitor of Illumina in the sequencing market. Illumina may assign this Agreement to an entity that is capable of fulfilling Illumina's obligations under this Agreement.

13.6 **Export**. Customer agrees that the Supplied Products, or any related technology provided under this Agreement, may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder (or the regulations and laws of another country). Notwithstanding anything to the contrary in this Agreement, Customer agrees not to export or re-export the Supplied Products, or any related technology into any country in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.

13.7 **Notices**. All notices required or permitted under this Agreement shall be in writing, in English, and shall be deemed received only when (a) delivered personally; (b) 5 days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or 10 days for international mail); or (c) 1 day after deposit with a commercial express courier specifying next day delivery or, for international courier packages, 2 days after deposit with a commercial express courier specifying 2-day delivery, with written verification of receipt. All notices shall be sent to the following or any other address designated by a Party using the procedures set f011h in this Sub-Section:

If to Illumina:	If to Customer
Illumina, Inc. 5200 Illumina Way San Diego, CA 92122 Attn: Nicholas J. Naclerio SVP Corporate and Venture Development With a copy to: General Counsel Illumina, Inc. 5200 Illumina Way San Diego, CA 92122 Attn: General Counsel	Icahn School of Medicine at Mount Sinai One Gustave L. Levy Place New York, NY 10029 Attn: Director, Department of Genetics With a copy to: Icahn School of Medicine at Mount Sinai One Gustave L. Levy Place New York, NY 10029 Attn: General Counsel

13.8 **Force Majeure**. Neither Party shall be in breach of this Agreement nor liable for any failure to perform or delay in the performance of this Agreement attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, fire, flood, tornado, earthquake, hurricane, lightning, any action taken by government or a regulatory authority, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by Illumina's suppliers or subcontractors, transportation difficulties, interruption or failure of any utility service, raw materials or equipment, or the other Party's fault or negligence (each an event of "**Force Majeure**"). In the event of any such delay the delivery date for performance shall be deferred for a period equal to the time lost by reason of the delay. Notwithstanding anything in this Agreement to the contrary, Customer's payment obligations are not affected by this provision except to the extent the Force Majeure affects financial institutions and, as a result, the financial institutions cannot complete the transaction necessary for Customer to satisfy its payment obligations.

13.9 **Entire Agreement; Amendment; Waiver**. This Agreement represents the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior discussions, communications, agreements, and understandings of any kind and nature between the Parties. The Patties acknowledge and agree that by entering into this Agreement, they do not rely on any statement, representation, assurance or warranty of any person or entity other than as expressly set out in the Agreement. Each Party agrees that it shall have no right or remedy (other than for breach of contract) in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this Section shall exclude or limit liability for fraud. No amendment to this Agreement will be effective unless in writing and signed by both Pa1ties. No waiver of any right, condition, or breach of this Agreement will be effective unless in writing and signed by the Party who has the right to waive the right, condition or breach and delivered to the other Party.

13.10 **Relationship of the Parties**. The Parties are independent contractors under this Agreement and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the Parties or, as granting either Party the authority to bind or contract any obligation in the name of the other Party, or to make any statements, representations, warranties or commitments on behalf of the other Party.

13.11 **Publicity; Use of Names or Trademarks**. Each Party shall obtain the prior written consent of the other Party on all press releases or other public announcements relating to this Agreement, including its existence or its terms, provided that a Party is not required to obtain prior written consent of the other Party for press releases or public disclosures that repeat information that has been previously publicly disclosed. Notwithstanding any of the foregoing, if required by Law, including without limitation by the U.S. Securities and Exchange Commission or any stock exchange or Nasdaq, then a Party may issue a press release or other public announcement regarding this Agreement, provided that the other Party has received prior written notice of such intended press release or public announcement and an opportunity to seek a protective order if practicable under the circumstances, and the Party subject to the requirement cooperates with the other Party to limit the disclosure and includes in such press release or public announcement only such information relating to this Agreement as is required by such Law to be publicly disclosed. The Parties will make all reasonable attempts to diligently and in good faith work together to redact this Agreement to a mutually acceptable extent in the event this Agreement is required by applicable Law to be made public (e.g., SEC filing). Neither Party shall use the name or trademarks of the other Party without the express prior written consent of the other Party.

13.12 **Headings; Interpretation; Miscellaneous**. Sections, titles and headings in this Agreement are for convenience only and are not intended to affect the meaning or interpretation hereof. This Agreement has been negotiated in the English language and only the English language version shall control. Any translation of this Agreement into a non-English language is for convenience only. Whenever required by the context, the singular term shall include the plural, the plural term shall include the singular, and the gender of any pronoun shall include all genders. As used in this Agreement except as the context may otherwise require, the words “include”, “includes”, “including”, and “such as” are deemed to be followed by “without limitation”, whether or not they are in fact followed by such words or words of like import, and “will” and “shall” are used synonymously. Except as expressly stated, any reference to “days” shall be to calendar days, and “business day” shall mean all days other than Saturdays, Sundays or a national or local holiday recognized in the United States, and any reference to “calendar month” shall be to the month and not a 30 day period, and any reference to “calendar quarter” shall mean the first 3 calendar months of the year, the 4-6th calendar months of the year, the 7-9th calendar months of the year, and the last 3 calendar months of the year. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall on, or any notice is deemed to be given on a Saturday, Sunday, or national holiday, the Party having such privilege or duty shall have until 5:00 pm PST on the next succeeding business day to exercise such privilege or to discharge such duty or the Party giving notice shall be deemed to have given notice on the next succeeding business day. It is further agreed that no usage of trade, course of performance, or other regular practice between the Parties hereto shall be used to interpret or alter the terms and conditions of this Agreement, including without limitation, the scope of use rights for each unit of Supplied Product supplied under this Agreement. Ambiguities, if any, in this Agreement shall not be construed against any particular Party, irrespective of which Party may be deemed to have authored the ambiguous provision. Unless expressly stated otherwise in this Agreement, notification of changes to any Supplied Product, including but not limited to Consumables, Hardware, and Software is not provided. Nothing in this Agreement prevents or restricts Illumina from manufacturing, offering and selling Supplied Products to any party third party or Affiliate for any use, or prevents or restricts Illumina and its Affiliates from using the Supplied Products for any use, even if any

such use is competitive with Customer. Illumina is constantly innovating and developing new products or new versions of products. Accordingly, Illumina makes no guarantee that the specific products described in or referenced in this Agreement will be manufactured throughout the Term or for any specific period of time.

13.13 **Counterparts**. This Agreement may be executed in one or more counterparts, and each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

13.14 **Further Assurance; Costs**. Except as expressly provided in this Agreement, each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement any documents referred to in it.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Customer:	**Illumina:**
By: /s/ Jeffrey Silberstein	By: /s/ Nicholas J. Naclerio
Name: Jeffrey Silberstein	Name: Nicholas J. Naclerio
Title: EVP, Chief Administrative Officer	Title: SVP, Corporate & Venture Development
Date: 7/17/14	Date:

EXHIBIT A - PART 1 OF 2 - HARDWARE PRICING

[***]

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

EXHIBIT A- PART 2 OF 2- CONSUMABLES PRICING

[***]

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

EXHIBIT B
NIPT TEST FEES; AUDIT RIGHTS

[***]

Illumina, Inc.
5200 Illumina Way
San Diego CA 92122-4616
USA
Hereinafter referred to as “Illumina”

[***]
PRODUCT AND PRICING

[***]

Illumina, Inc., 5200 Illumina Way
San Diego
www.illumina.com

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

ASSIGNMENT OF AND FIRST AMENDMENT TO SUPPLY AGREEMENT

This Assignment of and First Amendment to the Supply Agreement ("**First Amendment**") is effective as of the 20th of February, 2018 ("**Amendment Effective Date**"), between Illumina, Inc., a Delaware corporation having a place of business at 5200 Illumine Way, San Diego, CA 92122 ("**Illumina")** and Icahn School of Medicine at Mount Sinai ("**Original Customer**"). Original Customer and Illumina may be referred to herein as "**Party**" or "**Parties**."

WHEREAS, the Parties entered into a Supply Agreement, dated August 20, 2014 ("Agreement");

WHEREAS, the Parties inadvertently let the Agreement expire prior to extending the Term, but have continued to perform as if the Agreement has been in full force and effect, which has been the intent of the Parties;

WHEREAS. Original Customer wishes to assign the Agreement to Mount Sinai Genomics, Inc. d/b/a Sema4 ("New Customer"). and Illumina consents to such assignment; and

WHEREAS, the Parties and New Customer desire to revive and amend the Agreement by entering into this First Amendment to add additional products and extend the term.

NOW THEREFORE, for good and valuable consideration. the Parties and New Customer agree as follows:

ASSIGNMENT AND ASSUMPTION

1. Original Customer hereby transfers, sells, conveys, assigns, and delivers unto New Customer, its successors and assigns, and New Customer hereby acquires and accepts, effective as of the Amendment Effective Date, all of Original Customer's right, title, and interest in and to the Agreement without encumbrance.

2. New Customer hereby assumes the obligations of Original Customer under the Agreement, effective as of the Amendment Effective Date, and shall pay, keep, observe, perform, and discharge all of the terms, covenants, conditions, obligations, and liabilities of Original Customer thereunder.

3. From and after the Amendment Effective Date, New Customer shall replace Origina1 Customer as "Customer" under the Agreement and have all of the rights, benefits, obligations, and liabilities of "Customer" thereunder and under any other agreements or documents required to be delivered pursuant to the Agreement, and Original Customer shall have no further obligations or liabilities under the Agreement.

4. Illumine has consented to such assignment and assumption.

AMENDMENT

5. Section 2.2(d) is deleted in its entirety and replaced with the following:
(d) Exclusivity. In exchange for the discounts on Consumables and Hardware offered Customer under this Agreement, Customer agrees to [***] during the Term. For the avoidance of doubt, Customer agrees that it [***] during the Term.

6. Section 12.1 is deleted in its entirety and replaced with the following:
12.1 **Term**. This Agreement shall commence on the Effective Date and terminate six (6) years thereafter unless otherwise terminated early as provided hereunder or extended longer by

the mutual agreement of the Parties. The period from the Effective Date to the date the Agreement terminates or expires is the "Term."

7. Section 13.7 is amended to delete Customer's notice details and replace them with the following:
Mount Sinai Genomics, Inc.
1425 Madison Avenue
New York, NY 10029
Attn: General Counsel

8. Exhibit A — Part 2 of 2 is amended to also include [***].

9. Exhibit A — Part 2 of 2 is further amended to add the following Consumables under the section entitled [***]:

[***]

10. Exhibit A — Part 2 of 2 is further amended to add the following Consumables under a new section entitled "[***]":

[***]

11. Exhibit B is deleted in its entirety and replaced with the new Exhibit B contained in Attachment 1 to this First Amendment.

12. All capitalized terms not defined in this First Amendment shall have the meaning ascribed to them in the Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect in accordance with its terms.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties and New Customer have signed this First Amendment as of the dates indicated below.

ILLUMINA

By: _____
Name: Jeffrey S. Eidel
Title: VP Corporate and Business Development
Date: 2/23/18

ORIGINAL CUSTOMER

By: _____
Name: Stephen Harvey
Title: CFO
Date: 2/23/2018

NEW CUSTOMER

By: _____
Name: Matt Rosamond
Title: CFO
Date: 2/22/18

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

ATTACHMENT 1

EXHIBIT B
NIPT TEST FEES; AUDIT RIGHTS

[***]

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

September 26, 2019

AMENDMENT 2 TO NIPT SUPPLY AGREEMENT

Matt Rosamond
Chief Financial Officer
Mount Sinai Genomics, Inc. DBA Sema4
333 Ludlow Street,
Stamford CT 06902

Re: Supply Agreement between Illumina, Inc., ("Illumina") and Icahn School of Medicine at Mount Sinai dated 6/20/2014, as assigned and amended on 2/20/2018 ("Agreement").

Dear Mr. Rosamond,

We are pleased to notify you of two changes to the Agreement, effective July 1, 2019:

NIPT Test Fee

The amount of the NIPT Test Fee (or equivalent term used in the Agreement) due under the Agreement is reduced as follows:

For all tests for which an NIPT Test Fee (or equivalent term used in the Agreement) is due under the Agreement ("NIPT Tests") performed on or after July 1, 2019, and for each [***] period thereafter during the Term (each such period ending on June 30 or December 31), the amount of the NIPT Test Fee for each NIPT Test performed will be calculated according to the table below. The "**Annualized Applicable NIPT Test Volume**" for purposes of the below table shall be equal to the number of NIPT Tests performed in the relevant [***] period [***].

Annualized Applicable NIPT Test Volume	NIPT Test Fee Amount
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

By way of example, if [***] NIPT Tests are performed in the [***] of calendar year 2019, the annualized NIPT Test volume would be [***] NIPT Tests, and the Test Fee amount for [***] NIPT Tests performed in the [***] of calendar year 2020 will be [***] for each NIPT Test performed. If [***] NIPT Tests are performed in the [***] of calendar year 2020, the [***] NIPT Test volume would be [***] NIPT Tests, and the Test Fee amount for [***] NIPT Tests performed in the second half of calendar year 2020 will be $[***] for [***] NIPT Test performed.

Advantage Consumables No Longer Required for NIPT testing

Advantage Consumables (or the equivalent term for Consumables that are branded as "Illumina Advantage") will no longer be required to be used for [***]. Subject to any other obligations and restrictions relating to the use of Illumina-branded consumables in the Agreement, the requirement to use

Advantage Consumables for [***] and all references to Temporary Consumables with respect to [***] are hereby deleted.

The Agreement is hereby amended accordingly, and all other terms and conditions (whether relating to NIPT Test Fees, clinical testing other than [***], or otherwise) remain in force and unchanged. Unless otherwise stated, all defined terms set forth in this amendment shall have the meaning set forth in the Agreement.

Please do not hesitate to contact me with any questions, and please return a countersigned version of this amendment at your earliest convenience.

Sincerely,

Nicki Berry
Vice President, Americas Sales
Illumina

Agreed to for Customer by:

Matthew Rosamond
Name

CFO
Title

9/26/2019
Date

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

Third Amendment to Supply Agreement

This Third Amendment to the Supply Agreement ("**Third Amendment**") is effective as of the July 8, 2020 ("**Third Amendment Effective Date**"), between Illumina, Inc., a Delaware corporation having a place of business at 5200 Illumina Way, San Diego, CA 92122 ("**Illumina**") and Mount Sinai Genomics, Inc. d/b/a Sema4 ("Customer"). Customer and Illumina may be referred to herein as "**Party**" or "**Parties**."

WHEREAS, the Parties entered into a Supply Agreement, dated August 20, 2014, amended by that Assignment of and First Amendment to Supply Agreement dated February 20, 2018 ("**First Amendment**"), and Amendment 2 to NIPT Supply Agreement dated September 26, 2019 ("**Agreement**");

WHEREAS, the Parties desire to amend the Agreement by entering into this Third Amendment to add additional products and extend the term;

WHEREAS, for good and valuable consideration the Parties agree as follows:

AMENDMENT

1. The first sentence of Section 12.1 is deleted in its entirety and replaced with the following:

12.1 **Term**. This Agreement shall commence on the Effective Date and terminate on August 19, 2023, unless otherwise terminated early as provided hereunder or extended by the mutual agreement of the Parties.

2. Exhibit A – Part 2 of 2 is amended to add the following Consumables under the section entitled "[***]," as established in the First Amendment:

Catalogue	Description
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

Customer understands that Purchase Orders for [***]s shall [***] following the end of 2020. Further, shipment of [***] must occur no later than the December 31, 2021. For the avoidance of doubt, all [***] listed in this [***] as of the Third Amendment Effective Date are [***].

All capitalized terms not defined in this First Amendment shall have the meaning ascribed to them in the Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have signed this Third Amendment as of the dates indicated below.

ILLUMINA		**CUSTOMER**	
By:		By:	
Name:	Mark Van Oene	Name:	Joel Sendek
Title:	Sr. Vice President & Chief Commercial Officer	Title:	CEO
Date:	10/12/2020	Date:	12/14/2020

Pursuant to SEC Release 34-85381, certain identified information has been excluded from this Exhibit because it is (i) not material and (ii) would be competitively harmful if publicly disclosed.

Exhibit 16.1

July 28, 2021

Office of the Chief Accountant
Securities and Exchange Commission
100 F Street, NE
Washington, DC 20549
United States of America

Commissioners:

We have read the statements of Sema4 Holdings Corp. (formally known as CM Life Sciences, Inc.) included under Item 4.01 of its Form 8-K dated July 28, 2021. We agree with the statements concerning our Firm under Item 4.01, specifically in which we were informed of our dismissal on July 22, 2021.

We are not in a position to agree or disagree with other statements contained therein.

Very truly yours,

/s/ WithumSmith+Brown, PC
New York, New York

Exhibit 21.1

SUBSIDIARY OF SEMA4 HOLDINGS CORP.

Name of Subsidiary	Jurisdiction
Sema4 OpCo, Inc.	Delaware

Sema4 Closes Transaction with CM Life Sciences, Debuts as Publicly Traded AI-driven Genomic & Clinical Data Platform Company

- Sema4 Holdings Corp ("Sema4") to debut on Nasdaq as a publicly traded company dedicated to transforming healthcare by applying artificial intelligence and machine learning to multidimensional, longitudinal clinical and genomic data to build dynamic models of human health
- Business combination expected to result in ~$500 million in cash proceeds to Sema4 to accelerate organic and inorganic growth
- Combined company to trade on Nasdaq under ticker "SMFR"

STAMFORD, CT — July 22, 2021 — Sema4, a patient-centered health intelligence company leveraging AI and machine learning to derive data-driven insights, today announced the completion of its business combination with CM Life Sciences (NASDAQ: CMLF), a special purpose acquisition company (SPAC) sponsored by affiliates of Casdin Capital, LLC and Corvex Management LP. The resulting combined company, Sema4 Holdings Corp ("Sema4"), will commence trading of its shares of common stock and warrants on the Nasdaq Global Select Market under the ticker symbols "SMFR" and "SMFRW" on July 23, 2021. The merger was approved by the stockholders of CM Life Sciences on July 21, 2021.

Eric Schadt, Ph.D., Founder and CEO of Sema4, and Sema4's current executive team will continue to lead the combined company. Sema4 intends to use the influx of capital – approximately $500 million in cash proceeds – to support its organic operating needs and capitalize on inorganic opportunities to accelerate growth through the acquisition of complementary businesses.

"The completion of our merger with CM Life Sciences, and being listed on Nasdaq as a publicly traded company, is a major milestone for Sema4 and our employees, partners, and patients," said Dr. Schadt. "With the capital raised from this successful transaction, we are well positioned to help further close the gap between the practice of medicine and the availability of more clinically actionable guidance in order to improve the standard of care. We look forward to continuing to develop and scale our innovative health intelligence platform to enable health systems in delivering precision medicine as the standard of care."

"With the merger now complete, Sema4 can really step on the gas and accelerate its powerful business model," said Eli Casdin, former Chief Executive Officer of CM Life Sciences. "This is a unique company set to transform healthcare by leveraging genomic and clinical data with artificial intelligence and machine learning to deliver an enhanced understanding of disease and wellness. I'm excited to be a partner with Eric and his extraordinary team as they embark on this next chapter as a public company."

"Sema4 is a unique business with a rarely seen combination of impressive scale, growth and innovation," said Keith Meister, former Chairman of CM Life Sciences. "The additional capital from this transaction will help Sema4 further advance its relationships and partnerships with health systems and biopharmaceutical entities over the next several years. While there are many companies seeking to

harness the potential of big data in healthcare, Sema4 has built a differentiated data ecosystem and platform driving personalized medicine and improved health outcomes."

Following the business combination, the Sema4 Board of Directors includes several prominent executives previously unaffiliated with Sema4: Eli Casdin, Emily Leproust, Chief Executive Officer of Twist Biosciences (Nasdaq: TWST), Jason Ryan, most recently Chief Operating and Financial Officer of Magenta Therapeutics (Nasdaq: MGTA), and Nat Turner, co-founder of Flatiron Health (a Roche company). They join directors Dennis Charney, Michael Pellini, Joshua Ruch, Dr. Schadt, and Rachel Sherman.

Advisors

Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC served as financial advisors to Sema4. Fenwick & West LLP served as legal advisor to Sema4.

Jefferies LLC acted as sole financial advisor, lead capital markets advisor, and sole placement agent to CM Life Sciences, with Cowen and Company, LLC also acting as a capital markets advisor. White & Case LLP served as legal advisor to CM Life Sciences.

About Sema4

Sema4 is a patient-centered health intelligence company dedicated to advancing healthcare through data-driven insights. Sema4 is transforming healthcare by applying AI and machine learning to multidimensional, longitudinal clinical and genomic data to build dynamic models of human health and defining optimal, individualized health trajectories. Centrellis™, our innovative health intelligence platform, is enabling us to generate a more complete understanding of disease and wellness and to provide science-driven solutions to the most pressing medical needs. Sema4 believes that patients should be treated as partners, and that data should be shared for the benefit of all.

For more information, please visit sema4.com and connect with Sema4 on Twitter, LinkedIn, Facebook and YouTube.

About CM Life Sciences

Prior to the business combination, CM Life Sciences was founded to take advantage of a dynamic life science sector buoyed by innovation yet fragmented, where many companies were under-resourced and under-scaled. Significant and under-appreciated opportunities for consolidation were ready for engagement by a team versed in the trends and themes, and who could bring together the strongest of the new companies and management teams to capitalize on near- and far-term opportunities.

Forward Looking Statements

This press release contains certain forward-looking statements within the meaning of the federal securities laws, including statements regarding the anticipated benefits of the business combination and the anticipated use of proceeds from the business combination. These forward-looking statements generally are identified by the words "believe," "project," "expect," "anticipate," "estimate," "intend," "strategy," "future," "opportunity," "plan," "may," "should," "will," "would," "will be," "will continue," "will likely result," and similar expressions. Forward-looking statements are predictions, projections and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties. Many factors could cause actual

future events to differ materially from the forward-looking statements in this press release, including but not limited to: (i) the ability to implement business plans, forecasts, and other expectations after the completion of the business combination, and identify and realize additional opportunities, (ii) the risk of downturns and a changing regulatory landscape in the highly competitive healthcare industry and (iii) the size and growth of the market in which Sema4 operates. The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the "Risk Factors" section of CM Life Sciences' definitive proxy statement on Schedule 14A filed with the U.S. Securities and Exchange Commission (the "SEC") on July 2, 2021 and other documents filed by Sema4 from time to time with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and Sema4 assumes no obligation and does not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise. Sema4 does give any assurance that Sema4 will achieve its expectations.

Sema4 Investor Relations Contact:
David Deuchler
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UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

Defined terms included below have the same meaning as terms defined and included elsewhere in the Current Report on Form 8-K (the "Report") to which this Exhibit 99.2 relates and, if not defined in the Report, the Proxy Statement. Unless otherwise indicated or the context otherwise requires, references in this Exhibit 99.2 to (i) "we," "us," "our," "Sema4 Holdings" and the "Company" refer to Sema4 Holdings Corp., a Delaware corporation (f/k/a CM Life Sciences, Inc., a Delaware corporation), and its consolidated subsidiary following the Closing, (ii) "CMLS" refer to CM Life Sciences, Inc., a Delaware corporation, prior to the Closing, and (iii) "Sema4" refer to Mount Sinai Genomics, Inc. d/b/a Sema4, a Delaware corporation, prior to the Closing.

The following unaudited pro forma condensed combined balance sheet as of March 31, 2021 combines the unaudited historical condensed balance sheet of CMLS as of March 31, 2021 with the unaudited historical condensed balance sheet of Sema4 as of March 31, 2021, giving effect to the Business Combination and the PIPE Investment as if they had been consummated as of that date.

The following unaudited pro forma condensed combined statements of operations for the three months ended March 31, 2021 and for the year ended December 31, 2020 combine the historical statements of operations of CMLS and Sema4 for such periods, giving effect to the Business Combination and the PIPE Investment as if they had been consummated on January 1, 2020, the beginning of the earliest period presented.

The unaudited pro forma condensed combined financial statements have been derived from and should be read in conjunction with:

- the accompanying notes to the unaudited pro forma condensed combined financial statements;
- the (i) audited historical financial statements of CMLS as of December 31, 2020 and for the period from July 10, 2020 (inception) through December 31, 2020 and (ii) unaudited historical condensed financial statements of CMLS as of and for the three months ended March 31, 2021 and the related notes, in each case, incorporated by reference in the Report;
- the (i) audited historical financial statements of Sema4 as of and for the year ended December 31, 2020 and (ii) unaudited historical condensed financial statements of Sema4 as of and for the three months ended March 31, 2021 and the related notes, in each case, incorporated by reference in the Report; and
- the sections of the Proxy Statement entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations of CMLS*" and "*Management's Discussion and Analysis of Financial Condition and Results of Operation of Sema4*" and the other financial information included elsewhere and incorporated by reference in the Report.

The unaudited pro forma condensed combined financial statements are for illustrative purposes only and are not necessarily indicative of what the actual results of operations and financial position would have been had the Business Combination and the PIPE Investment taken place on the dates indicated, nor are they indicative of the future consolidated results of operations or financial position of Sema4 Holdings.

UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
AS OF MARCH 31, 2021
(in thousands)

	Historical		Actual Redemptions		
	5(A) **CMLS**	5(B) **Sema4**	**Transaction Accounting Adjustments**		**Pro Forma Balance Sheet**
ASSETS					
Current assets:					
Cash and cash equivalents	$ 627	$ 58,652	$ 497,393	5(a)	$ 556,672
Accounts receivable	—	33,490	—		33,490
Due from related parties	—	349	—		349
Inventory	—	32,969	—		32,969
Prepaid expenses and other current assets	294	15,070	(5,482)	5(b)	9,882
Total current assets	921	140,530	491,911		633,362
Property and equipment, net	—	64,632	—		64,632
Restricted cash	—	10,828	—		10,828
Other assets	—	3,596	—		3,596
Cash and marketable securities held in trust account	442,775	—	(442,775)	5(c)	—
Total assets	$ 443,696	$ 219,586	$ 49,136		$ 712,418
LIABILITIES, REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT					
Current liabilities:					
Accounts payable and accrued expenses	$ 1,492	$ 41,609	$ 1,683	5(d)	$ 44,784
Due to related parties	—	797	—		797
Current contract liabilities	—	2,810	—		2,810
Other current liabilities	—	22,991	(1,846)	5(e)	21,145
Total current liabilities	1,492	68,207	(163)		69,536
Long-term debt, net of current portion	—	18,502	(7,502)	5(e)	11,000
Stock-based compensation liabilities	—	296,952	—		296,952
Other liabilities	—	22,530	—		22,530
Earn-out liability	—	—	199,962	5(f)	199,962
Warrant liability	126,960	—	—		126,960
Deferred underwriting fee payable	15,496	—	(15,496)	5(g)	—
Total liabilities	143,948	406,191	176,801		726,940
COMMITMENTS AND CONTINGENCIES					
Redeemable convertible preferred stock:					
Sema4 Series A-1 redeemable convertible preferred stock, $0.00001 par value	—	51,811	(51,811)	5(h)	—
Sema4 Series A-2 redeemable convertible preferred stock, $0.00001 par value	—	46,480	(46,480)	5(h)	—
Sema4 Series B redeemable convertible preferred stock, $0.00001 par value	—	118,824	(118,824)	5(h)	—
Sema4 Series C redeemable convertible preferred stock, $0.00001 par value	—	117,324	(117,324)	5(h)	—
Redeemable convertible preferred stock	—	334,439	(334,439)	5(h)	—
CMLS Class A Common stock subject to possible redemption	294,748	—	(294,748)	5(i)	—
STOCKHOLDERS' EQUITY (DEFICIT)					
Sema4 Class A common stock, $0.00001 par value	—	—	—		—
Sema4 Class B convertible common stock, $0.00001 par value	—	—	—		—
CMLS Preferred stock, $0.0001 par value	—	—	—		—
CMLS Class A common stock, $0.0001 par value	1	—	8	5(j)	9
CMLS Class B common stock, $0.0001 par value	1	—	(1)	5(j)	—
Additional paid-in capital	103,378	—	412,617	5(j)	515,082
Accumulated deficit	(98,380)	(521,044)	88,898	5(j)	(529,613)
Total stockholders' equity (deficit)	5,000	(521,044)	501,522	5(j)	(14,522)
Total liabilities, redeemable convertible preferred stock and stockholders' deficit	$ 443,696	$ 219,586	$ 49,136		$ 712,418

See accompanying notes to the unaudited pro forma condensed combined financial information.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS

FOR THE THREE MONTHS ENDED MARCH 31, 2021

(in thousands, except share and per share amounts)

	Historical		Actual Redemptions		
	6(A) **CMLS**	6(B) **Sema4**	**Transaction Accounting Adjustments**		**Pro Forma Statement of Operations**
Revenue:					
Diagnostic test revenue	$ —	$ 62,760	$ —		$ 62,760
Other revenue	—	1,591	—		1,591
Total revenue	—	64,351	—		64,351
Cost of services	—	71,812	—		71,812
Total gross profit	—	(7,461)	—		(7,461)
Operating expenses:					
Research and development	—	53,131	—		53,131
Selling and marketing	—	31,569	—		31,569
General and administrative	1,845	101,917	—		103,762
Related party expenses	—	1,797	—		1,797
Total operating expense	1,845	188,414	—		190,259
Loss from operations	(1,845)	(195,875)	—		(197,720)
Other income (expense):					
Interest income	—	21	—		21
Interest expense	—	(723)	—		(723)
Other income, net	—	5,584	—		5,584
Interest earned on marketable securities held in Trust Account	11	—	(11)	6(c)	—
Change in fair value of warrant liability	(56,638)	—	—		(56,638)
Total other income, net	(56,627)	4,882	(11)		(51,756)
Net loss before income taxes	(58,472)	(190,993)	(11)		(249,476)
Provision for income taxes	—	—	—		—
Net loss	$ (58,472)	$ (190,993)	$ (11)		$ (249,476)
Weighted average shares outstanding, basic and diluted	11,068,750	1			240,190,402	6(d)
Basic and diluted net loss per share	$ (5.28)	$ (43,000.00)			$ (1.04)	6(d)

See accompanying notes to the unaudited pro forma condensed combined financial information.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2020

(in thousands, except share and per share amounts)

	Historical		Actual Redemptions			
	6(A) **CMLS**	6(B) **Sema4**	**Transaction Accounting Adjustments**		**Pro Forma Statement of Operations**	
Revenue:						
Diagnostic test revenue	$ —	$ 175,351	$ —		$ 175,351	
Other revenue	—	3,971	—		3,971	
Total revenue	—	179,322	—		179,322	
Cost of services	—	184,648	—		184,648	
Total gross profit	—	(5,326)	—		(5,326)	
Operating expenses:						
Research and development	—	72,700	—		72,700	
Selling and marketing	—	53,831	—		53,831	
General and administrative	206	100,742	9,160	6(a)	110,108	
Related party expenses	—	9,395	—		9,395	
Total operating expenses	206	236,668	9,160		246,034	
Loss from operations	(206)	(241,994)	(9,160)		(251,360)	
Other income (expense):						
Interest income	—	506	—		506	
Interest expense	—	(2,474)	(322)	6(b)	(2,796)	
Other income, net	—	2,622	—		2,622	
Interest earned on marketable securities held in Trust Account	14	—	(14)	6(c)	—	
Change in fair value of warrant liability	(38,511)	—	—		(38,511)	
Transaction costs	(1,205)	—	—		(1,205)	
Total other income, net	(39,702)	654	(336)		(39,384)	
Net loss before income taxes	(39,908)	(241,340)	(9,496)		(290,744)	
Provision for income taxes	—	—	—		—	
Net loss	$ (39,908)	$ (241,340)	$ (9,496)		$ (290,744)	
Weighted average shares outstanding, basic and diluted	10,633,062	1			240,190,402	6(d)
Basic and diluted net loss per share	$ (3.75)	$ (5,824,000.00)			$ (1.21)	6(d)

See accompanying notes to the unaudited pro forma condensed combined financial information.

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

1. Description of the Transactions

The Business Combination

On February 9, 2021, CMLS and its wholly owned subsidiary, S-IV Sub, Inc. ("*Merger Sub*"), entered into an Agreement and Plan of Merger with Sema4 (the "*Merger Agreement*"). Pursuant to the Merger Agreement, Merger Sub merged with and into Sema4, with Sema4 surviving the merger as a wholly owned subsidiary of CMLS. Upon the consummation of the transactions contemplated by the Merger Agreement (the "*Business Combination*"), CMLS changed its name to Sema4 Holdings Corp.

Subject to the terms and conditions of the Merger Agreement, each share of Sema4 Class B common stock issued and outstanding immediately prior to the effective time was converted into 1/100th of a share of Sema4 Class A common stock as set forth in the Merger Agreement. Immediately thereafter, each share of Sema4 Common Stock and Sema4 Preferred Stock (other than Excluded Shares and Dissenting Shares (each as defined in the Merger Agreement)) issued and outstanding immediately prior to the effective time was cancelled and automatically deemed for all purposes to represent the right to receive a portion of the merger consideration, with each holder of Sema4 Common Stock or Sema4 Preferred Stock (each, a "*Sema4 Stockholder*") receiving (collectively, clauses (i) through (iii), the "*merger consideration*") (i) its pro rata share of the Closing Available Cash (as defined in the Merger Agreement) if such Sema4 Stockholder made an election to receive cash, and, if so elected, such Sema4 Stockholder's pro rata share excess amount of any closing available excess cash, provided that in no event would the Sema4 Stockholder's cash payment exceed an amount equal to the product of such Sema4 Stockholder's total outstanding shares multiplied by the Per Share Amount (as defined in the Proxy Statement); (ii) a number of shares of Company Class A common stock equal to the quotient of: (A)(1) the product of such Sema4 Stockholder's total outstanding shares multiplied by the Per Share Amount minus (2) such Sema4 Stockholder's stockholder cash payment amount divided by (B) $10.00; and (iii) its pro rata share of any earn out shares to which such Sema4 Stockholder is entitled pursuant to the terms of the Merger Agreement (the "*Earnout*"), including the Earn Out RSUs (as defined in the Merger Agreement), which Earn Out RSUs are subject to vesting and will not be legally issued and outstanding shares of Company Class A common stock at the closing of the Business Combination (the "*Closing*"), in each case of clauses (i), (ii) and (iii), without interest, upon surrender of stock certificates representing all of such Sema4 Stockholder's Sema4 Common Stock and Sema4 Preferred Stock and delivery of the other documents required pursuant to the Merger Agreement. As of the effective time, each Sema4 Stockholder ceased to have any other rights in and to Sema4 securities and each certificate relating to ownership of shares of Sema4 Common Stock and Sema4 Preferred Stock (other than Excluded Shares) represented the right to receive the applicable portion of the merger consideration.

Following the Closing, within five Business Days (as defined in the Merger Agreement) after the occurrence of a Triggering Event, the Company shall issue or cause to be issued to the Sema4 Stockholders (other than holders of Dissenting Shares and Excluded Shares) and the Earn-Out Service Providers (as defined in the Merger Agreement), the following shares of Company Class A common stock (which shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to Company Class A common stock occurring on or after the Closing, the "*Earn-Out Shares*"), upon the terms and subject to the conditions set forth in the Merger Agreement and other related agreements: (i) upon the occurrence of Triggering Event I (as defined in the Merger Agreement), a one-time issuance of a number of Earn-Out Shares equal to 3.66% of the Earn-Out Total Outstanding Shares (as defined in the Merger Agreement); (ii) upon the occurrence of Triggering Event II (as defined in the Merger Agreement), a one-time issuance of a number of Earn-Out Shares equal to 3.67% of the Earn-Out Total Outstanding Shares; and (iii) upon the occurrence of Triggering Event III (as defined in the Merger Agreement), a one-time issuance of a number of Earn-Out Shares equal to 3.67% of the Earn-Out Total Outstanding Shares. Upon the last day of any calendar year, the Company shall issue or cause to be issued to each Sema4 Stockholder (other than holders of Dissenting Shares) and Earn-Out Service Provider (in accordance with its respective Earn-Out Pro Rata Share and, in the case of the Earn-Out Service Providers, in accordance with the terms of the applicable Earn-Out Award Agreement (as defined in the Merger Agreement)) the Earn-Out Shares that (i) are in the Forfeiture Pool (as defined in the Merger Agreement) as in effect as of such date and (ii) would have been issuable to Sema4 Stockholders pursuant to the Merger Agreement as a result of the occurrence of a Triggering Event had they not been made subject to an award of Earn Out RSUs.

Sema4 Stockholders and the Earn-Out Service Providers shall be entitled to receive Earn-Out Shares upon each Triggering Event, provided, however that each Triggering Event may only occur once, if at all, and in no event shall the Sema4 Stockholders and Earn-Out Service Providers, in the aggregate, be entitled to receive an aggregate

number of Earn-Out Shares equal to more than 11% of the Earn-Out Total Outstanding Shares. Earn-Out Shares will be issued from the Forfeiture Pool only if the applicable Triggering Event occurs.

The Earn-Out Shares issuable to Sema4 Stockholders are accounted for as contingent consideration in accordance with ASC 805, *Business Combinations*. The contingent consideration is not considered indexed to the Company's own stock and is therefore classified as a liability in the unaudited pro forma condensed combined balance sheet and will be remeasured to fair value at each reporting date (see Note 5(c)). The Earn-Out Shares issuable to Earn-Out Service Providers are accounted for as equity-classified, share-based compensation in accordance with ASC 718, *Compensation–Stock Compensation*, as the shares are subject to additional vesting conditions and continued employment.

The PIPE Investment

On February 9, 2021, concurrently with the execution of the Merger Agreement, CMLS entered into subscription agreements (collectively, the "Subscription Agreements") with certain investors (collectively, the "PIPE Investors" which include certain existing Sema4 equity holders), pursuant to which the PIPE Investors have collectively subscribed for 35,000,000 shares of Company Class A common stock for an aggregate purchase price equal to $350,000,000 (the "PIPE Investment"). The PIPE Investment was consummated immediately prior to the closing of the Business Combination.

2. Basis of Presentation

The unaudited pro forma condensed combined financial statements were prepared in accordance with Article 11 of SEC Regulation S-X as amended by the final rule, Release No. 33-10786 "Amendments to Financial Disclosures about Acquired and Disposed Businesses." Release No. 33-10786 replaces the existing pro forma adjustment criteria with simplified requirements to depict the accounting for the transaction ("Transaction Accounting Adjustments") and present the reasonably estimable synergies and other transaction effects that have occurred or reasonably expected to occur ("Management's Adjustments"). The Company has elected not to present Management's Adjustments and will only be presenting Transaction Accounting Adjustments in the unaudited pro forma condensed combined financial statements. The adjustments presented in the unaudited pro forma condensed combined financial statements have been identified and presented to provide relevant information necessary for an understanding of Sema4 Holdings upon consummation of the Business Combination and the PIPE Investment.

The unaudited pro forma condensed combined balance sheet as of March 31, 2021 gives effect to the Business Combination and the PIPE Investment as if they occurred on March 31, 2021. The unaudited pro forma condensed combined statements of operations for the three months ended March 31, 2021 and for the year ended December 31, 2020 give effect to the Business Combination and the PIPE Investment as if they occurred on January 1, 2020, the beginning of the earliest period presented.

The pro forma adjustments reflecting the consummation of the Business Combination and the PIPE Investment are based on certain currently available information and certain assumptions and methodologies that the Company believes are reasonable under the circumstances. The Company believes that its assumptions and methodologies provide a reasonable basis for presenting all of the significant effects of the Business Combination and the PIPE Investment based on information available to management at this time and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma condensed combined financial information.

The unaudited pro forma condensed combined financial statements do not give effect to any anticipated synergies, operating efficiencies, tax savings, or cost savings that may be associated with the Business Combination. CMLS and Sema4 had not had any historical relationship prior to the Business Combination. Accordingly, no pro forma adjustments were required to eliminate activities between the companies.

The unaudited pro forma condensed combined financial information has been prepared using actual redemptions of 10,188 shares of Company Class A common stock for aggregate redemption payments of $0.1 million out of the trust account on the closing date of the Business Combination. No other shares of Company common stock were subject to redemption. Additionally, no shares of Class B common stock were forfeited by the Sponsor as a result of the redemptions in accordance with the Forfeiture Agreement (as defined in the Proxy Statement). Sema4 equity holders received $230.7 million of merger consideration in cash at Closing.

These unaudited pro forma condensed combined financial statements and related notes have been derived from and should be read in conjunction with:

- the (i) audited historical financial statements of CMLS as of December 31, 2020 and for the period from July 10, 2020 (inception) through December 31, 2020 and (ii) unaudited historical condensed financial statements of CMLS as of and for the three months ended March 31, 2021 and the related notes, in each case, incorporated by reference in the Report;

- the (i) audited historical financial statements of Sema4 as of and for the year ended December 31, 2020 and (ii) unaudited historical condensed financial statements of Sema4 as of and for the three months ended March 31, 2021 and the related notes, in each case, incorporated by reference in the Report; and

- the sections of the Proxy Statement entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations of CMLS*" and "*Management's Discussion and Analysis of Financial Condition and Results of Operation of Sema4*" and the other financial information included elsewhere and incorporated by reference in the Report.

The unaudited pro forma condensed combined financial statements are for illustrative purposes only and are not necessarily indicative of what the actual results of operations and financial position would have been had the Business Combination and the PIPE Investment taken place on the dates indicated, nor are they indicative of the future consolidated results of operations or financial position of Sema4 Holdings.

3. Accounting for the Business Combination

The Business Combination will be accounted for as a reverse recapitalization, in accordance with GAAP. Under this method of accounting, although the Company issued shares for outstanding equity interests of Sema4 in the Business Combination, the Company will be treated as the "acquired" company for financial reporting purposes. Accordingly, the Business Combination will be treated as the equivalent of Sema4 issuing stock for the net assets of the Company, accompanied by a recapitalization. The net assets of the Company will be stated at historical cost, with no goodwill or other intangible assets recorded. Operations prior to the Business Combination will be those of Sema4.

Sema4 has been determined to be the accounting acquirer based on the evaluation of the following facts and circumstances:

- The former owners of Sema4 hold the largest portion of voting rights in Sema4 Holdings;
- Sema4 has the right to appoint a majority of the directors in Sema4 Holdings;
- Sema4's existing senior management team will comprise senior management of Sema4 Holdings;
- The operations of Sema4 Holdings represent the operations of Sema4;
- Sema4 Holdings assumed Sema4's name and headquarters.

4.Capitalization

The following summarizes the pro forma ownership of Class A common stock of the Company following the Business Combination and the PIPE Investment:

	Actual Redemptions	
Equity Capitalization Summary	**Shares**	**%**
Former Sema4 Equity Holders (1)	155,856,840	64.9 %
Public Stockholders (2)	44,264,812	18.4 %
Sponsor (3)	11,068,750	4.6 %
New PIPE Investors (4)	29,000,000	12.1 %
Total Class A common stock	240,190,402	100.0 %

(1) Includes stock consideration of 149,856,840 shares of Class A common stock and cash consideration of $230.7 million received by Sema4 equity holders in connection with the Business Combination, as well as 6,000,000 shares of Class A common stock purchased by existing Sema4 equity holders in connection with the PIPE Investment.
(2) Reflects redemptions of 10,188 shares of Class A common stock of the Company for aggregate redemption payments of $0.1 million using a per-share redemption price of $10.00.
(3) Due to the minimal redemptions by public stockholders, no Sponsor shares of Class B common stock were forfeited pursuant to the Forfeiture Agreement.
(4) Reflects the consummation of the PIPE Investment for aggregate proceeds of $350.0 million in connection with the issuance of 35,000,000 shares of Class A common stock, with 29,000,000 shares purchased by new PIPE Investors and 6,000,000 shares purchased by existing Sema4 equity holders as noted in (1) above. The shares purchased by new PIPE Investors includes 9,500,000 shares purchased by funds that are advised by affiliates of the Sponsor.

5. Adjustments to Unaudited Pro Forma Condensed Combined Balance Sheet as of March 31, 2021

The pro forma notes and adjustments are as follows:

Pro forma notes

(A) Derived from the unaudited condensed balance sheet of CMLS as of March 31, 2021.

(B) Derived from the unaudited condensed balance sheet of Sema4 as of March 31, 2021.

Pro forma adjustments

(a) To reflect the net change in cash and cash equivalents as a result of extinguishment of certain of our long-term debt obligations occurred prior to the Business Combination and other proceeds/payments occurred in connection with the Business Combination and the PIPE Investment as follows (in thousands):

Release of Trust Account	$	442,775	5(c)
Proceeds from PIPE Investment		350,000	5(j)
Payment of cash consideration		(230,665)	5(j)
Payment of transaction expenses		(35,649)	5(j)
Payment of CMLS deferred underwriting fee payable		(15,496)	5(g)
Settlement of Sema4 stock appreciation rights		(3,800)	5(j)
Repayment of Sema4 long-term debt		(9,348)	5(e)
Payment of early-payment penalties on Sema4 long-term debt		(322)	5(j)
Redemptions by public stockholders		(102)	5(j)
Cash and cash equivalents	$	497,393	

(b) To reflect the reclassification of deferred transaction costs from other assets to additional paid-in capital in connection with the consummation of the reverse recapitalization (see Note 5(j)).

(c) To reflect the release of $442.8 million of cash and marketable securities from the Trust Account (see Note 5(b)).

(d) To reflect the accrual of additional transaction expenses to be paid subsequent to Closing (see Note 5(j)).

(e) To reflect the repayment of $9.6 million of Sema4's long-term debt, including $1.8 million classified as current and $7.5 million classified as non-current, as well as early-payment penalties of $0.3 million (see Note 5(a) and Note 5(j)).

(f) To record an earn-out liability for the estimated fair value of the Earn-Out Shares to be issued to Sema4 equity holders upon the achievement of the Triggering Events, assuming no Earn-Out Forfeitures (as defined in the Merger Agreement) by Earn-Out Service Providers (see Note 5(j)).

(g) To reflect the settlement of $15.5 million of deferred underwriting fees incurred during CMLS's IPO that are contractually due upon completion of the Business Combination (see Note 5(a)).

(h) To reflect the exchange of $334.4 million of Sema4's redeemable convertible preferred stock as a result of the Business Combination (see Note 5(j)).

(i) To reflect the redemption of 10,188 shares of Class A common stock of for aggregate redemption payments of $0.1 million and the transfer of $294.7 million to permanent equity upon consummation of the Business Combination as no other shares of Class A common stock remain subject to redemption (see Notes 5(a) and 5(j)).

(j) To reflect the recapitalization of Sema4 Holdings through the exchange of all of the outstanding share capital of Sema4 for Class A common stock of the Company and the following equity transactions (in thousands):

Exchange of Sema4 redeemable convertible preferred stock	$	334,439	5(h)
Reclassification of Company common stock subject to possible redemption		294,748	5(i)
Proceeds from PIPE Investment		350,000	5(a)
Payment of cash consideration		(230,665)	5(a)
Payment of transaction expenses		(42,814)	5(a)
Earn-out liability		(199,962)	5(f)
Settlement of Sema4 stock appreciation rights		(3,800)	5(a)
Payment of early-payment penalties on Sema4 long-term debt		(322)	5(a)
Redemptions by public stockholders		(102)	5(a)
Total stockholders' equity	$	501,522	

6. Adjustments to Unaudited Pro Forma Condensed Combined Statements of Operations for the Three Months Ended March 31, 2021 and for the Year Ended December 31, 2020

The pro forma notes and adjustments are as follows:

Pro forma notes

(A) Derived from the unaudited condensed statement of operations of CMLS for the three months ended March 31, 2021.

(B) Derived from the unaudited condensed statement of operations of Sema4 for the three months ended March 31, 2021.

(C) Derived from the audited statement of operations of CMLS for the period from July 10, 2020 (inception) through December 31, 2020.

(D) Derived from the audited statement of operations of Sema4 for the year ended December 31, 2020.

Pro forma adjustments

(a) To reflect an accrual of $5.4 million for additional transaction costs which do not qualify for capitalization and the recognition of $3.8 million of unrecognized compensation expense related to the cash out of Sema4 stock appreciation rights.

(b) To recognize the payment of early-payment penalties on Sema4's long-term debt to be repaid upon closing of the Business Combination.

(c) To eliminate interest income earned on the Trust Account which will be released upon closing of the Business Combination.

(d) The pro forma basic and diluted earnings per share amounts presented in the unaudited pro forma condensed combined statements of operations are based upon the number of Company shares outstanding at the closing of the Business Combination and the PIPE Investment, assuming the Business Combination and the PIPE Investment occurred on January 1, 2020. As the unaudited pro forma condensed combined statements of operations are in a loss position, anti-dilutive instruments were not included in the calculation of diluted weighted average number of shares of common stock outstanding.