LEASE

BETWEEN

QUAD DBC HOLDINGS LLC

AND

VYAIRE MEDICAL, INC.

LEASE

THIS LEASE is made as of October 3, 2017, by and between **QUAD DBC HOLDINGS LLC**, a Delaware limited liability company, hereafter called "**Landlord**," and **VYAIRE MEDICAL, INC.**, a Delaware corporation, hereafter called "**Tenant**."

ARTICLE 1. BASIC LEASE PROVISIONS

Each reference in this Lease to the "**Basic Lease Provisions**" shall mean and refer to the following collective terms, the application of which shall be governed by the provisions in the remaining Articles of this Lease.

1. **Tenant's Trade Name**: N/A

2. **Premises:** Suite Nos. 100, 200 and 300 at the 510 Building (defined below) (collectively, the "**510 Premises**") and Suite Nos. 100, 200, 300 and 400 at the 520 Building (defined below) (collectively, the "**520 Premises**") (The Premises are more particularly described in Section 2.1).

   The 510 Premises and the 520 Premises shall collectively be referred to herein as the "**Premises**"

   Address of Buildings: 510 Technology Drive, Irvine, CA 92618 (the "**510 Building**") and 520 Technology Drive, Irvine, CA 92618 (the "**520 Building**")

   The 510 Building and the 520 Building shall collectively be referred to herein as the "**Building**"

   Project Description: The Quad (as shown on **Exhibit Y** to this Lease)

3. **Use of Premises**: General office, research, light manufacturing and assembly, warehousing, and development of medical devices, all subject to applicable zoning codes.

4. **Commencement Date**: [See Section 3.1]

   Estimated Commencement Date: To be reasonably determined by Landlord within 5 business days following approval of the Preliminary Plan pursuant to the Work Letter attached hereto.

5. **Lease Term**: 120 months, plus such additional days as may be required to cause this Lease to expire on the final day of the calendar month.

6. **Basic Rent**:

Months of Term or Period	Monthly Rate Per Rentable Square Foot	Monthly Basic Rent (rounded to the nearest dollar)
1 to 12	$2.95	$545,414.00
13 to 24	$3.04	$562,053.00
25 to 36	$3.13	$578,693.00
37 to 48	$3.22	$595,333.00
49 to 60	$3.32	$613,822.00
61 to 72	$3.42	$632,310.00
73 to 84	$3.52	$650,799.00
85 to 96	$3.63	$671,136.00
97 to 108	$3.74	$691,474.00
109 to 120	$3.85	$711,811.00

Notwithstanding the above schedule of Basic Rent to the contrary, as long as Tenant is not in Default (as defined in Section 14.1) under this Lease, Tenant shall be entitled to an abatement of (i) 6 full calendar months of Basic Rent in the aggregate amount of $3,272,484.00 (i.e. $545,414.00 per month) for the 1st through the 6th full calendar months of the initial Term and (ii) 6 full calendar months of one-half of the monthly Basic Rent in the aggregate amount of $1,636,242.00 (i.e. $272,707.00 per month) for the 7th through the 12th full calendar months of the initial Term (collectively, the "**Abatement Period**"). The sum of $4,908,726.00 shall collectively be referred to herein as the "**Abated Basic Rent**". In the event Tenant Defaults at any time during the Term beyond all applicable notice and cure periods, all unamortized Abated Basic Rent shall immediately become due and payable in the event this Lease is terminated. The payment by Tenant of the Abated Basic Rent in the event of a Default shall not limit or affect any of Landlord's other rights, pursuant to this Lease or at law or in equity.

In addition to the foregoing and except for utilities and janitorial services, Tenant shall be entitled to an abatement of Operating Expenses for the 6 month period commencing on the Commencement Date. Such abatement for Operating Expenses shall also be included as Abated Basic Rent.

7. **Expense Recovery Period**: Every twelve month period during the Term (or portion thereof during the first and last Lease years) ending June 30.

8. **Floor Area of Premises**: approximately 184,886 rentable square feet (i.e. 79,243 rentable square feet for 510 Premises and 105,643 rentable square feet for 520 Premises)

   Floor Area of Buildings: approximately 79,243 rentable square feet for the 510 Building and approximately 105,643 rentable square feet for the 520 Building.

9. **Letter of Credit:** $4,000,000.00

10. **Broker(s)**: Irvine Realty Company ("**Landlord's Broker**") is the agent of Landlord exclusively and Hughes Marino, Inc. ("**Tenant's Broker**") is the agent of Tenant exclusively.

11. **Parking**: 684 parking spaces in accordance with the provisions set forth in **Exhibit F** to this Lease.

12. **Address for Payments and Notices**:

LANDLORD

Payment Address:

QUAD DBC HOLDINGS LLC
P.O. Box #84
Los Angeles, CA 90084- *

* Payment Address to be provided by Landlord in writing prior to the Commencement Date

Notice Address:

THE IRVINE COMPANY LLC
550 Newport Center Drive
Newport Beach, CA 92660
Attn: Senior Vice President, Property Operations
Irvine Office Properties

with a copy of notices to:

Quad DBC Holdings LLC
550 Newport Center Drive
Newport Beach, CA 92660
Attn: Vice President, Property Operations
Technology Portfolio
Irvine Office Properties

TENANT

VYAIRE MEDICAL, INC.
2131 Lindau Lane, Suite 520
Bloomington, MN 55245-2640
Attn: Kevin Klemz

LIST OF LEASE EXHIBITS (All exhibits, riders and addenda attached to this Lease are hereby incorporated into and made a part of this Lease):

Exhibit A	Description of Premises
Exhibit A-1	Expansion Space
Exhibit A-2	First Right Space
Exhibit B	Operating Expenses
Exhibit C	Utilities and Services
Exhibit D	Tenant's Insurance
Exhibit E	Rules and Regulations
Exhibit F	Parking
Exhibit G	Additional Provisions
Exhibit H	Hazardous Materials Disclosure Statement
Exhibit I	Letter of Credit Template
Exhibit J	Survey Form
Exhibit K	Form of Commencement Date Memorandum
Exhibit X	Work Letter
Schedule 1	Base Building Outline Specifications
Schedule 2	Tenant Improvements – Outline Specifications
Exhibit Y	Project Description

ARTICLE 2. PREMISES

2.1. LEASED PREMISES. Landlord leases to Tenant and Tenant leases from Landlord the Premises shown in **Exhibit A** (the "**Premises**"), containing approximately the floor area set forth in Item 8 of the Basic Lease Provisions (the "**Floor Area**"). The Premises are located in the buildings identified in Item 2 of the Basic Lease Provisions (the "**Building**"), which is a portion of the project described in Item 2 (the "**Project**"). Upon the completion of the Premises, Landlord shall have the Premises measured using Stevenson Systems, which measurement system is computed similarly in accordance with The American National Standard method of measuring floor area in office buildings of Building Owners and Managers Association. In the event that the Premises contain other than the Floor Area of Premises or the Floor Area of Building as set forth in Item 8 of the Basic Lease Provisions as a result of the measurement, Landlord and Tenant shall promptly enter into an amendment to this Lease to modify (i) the Floor Area of Premises, (ii) the Floor Area of Building, (iii) the amount of the monthly installments of Basic Rent payable by Tenant with respect to the Premises, (iv) the amount of the Landlord Contribution, and (v) any other matters which are affected by such measurement.

2.2. ACCEPTANCE OF PREMISES. Tenant acknowledges that neither Landlord nor any representative of Landlord has made any representation or warranty with respect to the Premises, the Building or the Project or the suitability or fitness of either for any purpose, except as set forth in this Lease. Tenant acknowledges that the flooring materials which may be installed within portions of the Premises located on the ground floor of the Building may be limited by the moisture content of the Building slab and underlying soils. The taking of possession or use of the Premises by Tenant for any purpose other than construction shall conclusively establish that the Premises and the Building were in satisfactory condition and in conformity with the provisions of this Lease in all respects, except for those matters which Tenant shall have brought to Landlord's attention on a written punch list. The punch list shall be limited to any items required to be accomplished by Landlord under the Work Letter attached as **Exhibit X**, and shall be delivered to Landlord within 30 days after the Commencement Date (as defined below). Nothing contained in this Section 2.2 shall affect the commencement of the Term or the obligation of Tenant to pay rent. Landlord shall diligently complete all punch list items of which it is notified as provided above.

2.3. GOOD WORKING ORDER WARRANTY. Landlord warrants to Tenant that the fire sprinkler system, lighting, heating, ventilation and air conditioning systems and electrical systems serving the Premises shall be in good operating condition as of the day the Commencement Date.

ARTICLE 3. TERM

3.1. GENERAL. The term of this Lease ("**Term**") shall be for the period shown in Item 5 of the Basic Lease Provisions. The Term shall commence ("**Commencement Date**") on the earlier of (a) the date the Premises are deemed "ready for occupancy" (as hereinafter defined) and possession thereof is delivered to Tenant, or (b) the date Tenant commences its regular business activities within the Premises. Promptly following request by Landlord, the parties shall memorialize on a form substantially as set forth in **Exhibit K** attached hereto (the "**Commencement Memorandum**") the actual Commencement Date and the expiration date ("**Expiration Date**") of this Lease; should Tenant fail to execute and return the Commencement Memorandum to Landlord within 10 business days (or provide specific written objections thereto within that period), then Landlord's determination of the Commencement and Expiration Dates as set forth in the Commencement Memorandum shall be conclusive.

3.2. DELAY IN POSSESSION. If Landlord, for any reason whatsoever, cannot deliver possession of the Premises to Tenant on or before the Estimated Commencement Date set forth in Item 4 of the Basic Lease Provisions, this Lease shall not be void or voidable nor shall Landlord be liable to Tenant for any resulting loss or damage. However, Tenant shall not be liable for any rent until the Commencement Date occurs as provided in Section 3.1 above, except that if Landlord's failure to substantially complete all work required of Landlord pursuant to Section 3.1 above and the Work Letter is attributable to any action or inaction by Tenant (including without limitation any Tenant Delay described in the Work Letter, if any, attached to this Lease), then the Premises shall be deemed ready for occupancy, and Landlord shall be entitled to full performance by Tenant (including the payment of rent), as of the date Landlord would have been able to substantially complete such work and deliver the Premises to Tenant but for Tenant's delay(s).

ARTICLE 4. RENT AND OPERATING EXPENSES

4.1. BASIC RENT. From and after the Commencement Date, Tenant shall pay to Landlord without deduction or offset, except as otherwise provided in this Lease, a Basic Rent for the Premises in the total amount shown (including subsequent adjustments, if any) in Item 6 of the Basic Lease Provisions (the "**Basic Rent**"). If the Commencement Date is other than the first day of a calendar month, any rental adjustment shown in Item 6 shall be deemed to occur on the first day of the next calendar month following the specified monthly anniversary of the Commencement Date. The Basic Rent shall be due and payable in advance commencing on the Commencement Date and continuing thereafter on the first day of each successive calendar month of the Term, as prorated for any partial month. No demand, notice or invoice shall be required. An installment equal to 50% of the 7th full month's Basic Rent (i.e., the Basic Rent due for such month after taking into account the Abated Basic Rent) and all of the 7th full month's estimated Operating Expenses shall be delivered to Landlord concurrently with Tenant's execution of this Lease and shall be applied against the Basic Rent first due hereunder; the next installment of Basic Rent shall be due on the first day of the eighth calendar month of the Term, which installment shall, if applicable, be appropriately prorated to reflect the amount prepaid for that calendar month.

4.2. OPERATING EXPENSES. Tenant shall pay Tenant's Share of Operating Expenses in accordance with **Exhibit B** of this Lease.

4.3. LETTER OF CREDIT. Tenant shall deliver to Landlord, concurrently with Tenant's execution of this Lease, a letter of credit in the amount stated in Item 9 of the Basic Lease Provisions, which letter of credit shall be in form and with the substance of **Exhibit I** attached hereto. The letter of credit shall be issued by a financial institution acceptable to Landlord with a branch in Orange County, California, at which draws on the letter of credit will be accepted. The letter of credit shall provide for automatic yearly renewals throughout the Term of this Lease and shall have an outside expiration date (if any) that is not earlier than 30 days after the expiration of the Lease Term. In the event the letter of credit is not continuously renewed through the period set forth above, or upon any breach under this Lease by Tenant, including specifically Tenant's failure to pay Rent or to abide by its obligations under Sections 7.1 and 15.2 below, Landlord shall be entitled to draw upon said letter of credit by the issuance of Landlord's sole written demand to the issuing financial institution. Any such draw shall be without waiver of any rights Landlord may have under this Lease or at law or in equity as a result of any Default hereunder by Tenant.

Notwithstanding the foregoing, and provided that during the twelve (12) month period immediately preceding the Target Reduction Date (hereinafter defined) Tenant has timely paid all Rent and no Default has occurred under this Lease, Tenant may reduce the Letter of Credit Amount by $1,000,000.00 each year commencing on the 61st full calendar month following the Commencement Date, but in no event shall the Letter of Credit amount reduce to less than $782,992.00. Notwithstanding the foregoing and provided that Tenant has met Landlord's "LC Reduction Conditions" as defined below, Tenant may reduce the Letter of Credit amount commencing on the 25th full calendar month following the Commencement Date, the 37th full calendar month following the Commencement Date, and the 49th full calendar month following the Commencement Date (each, the "**Target Reduction Date**") by $1,000,000.00 on each Target Reduction Date, but in no event shall the Letter of Credit reduce to less than $782,992.00. Notwithstanding anything to the contrary contained herein, if Tenant has been in Default under this Lease at any time prior to the effective date of any reduction of the Letter of Credit amount, then Tenant shall have no further right to reduce the Letter of Credit amount as described herein. Any reduction in the Letter of Credit Amount shall be accomplished by Tenant providing Landlord with a substitute letter of credit in the reduced amount or an amendment to the existing Letter of Credit reflecting the reduced amount.

For purposes hereof, the "**LC Reduction Conditions**" shall be deemed to have been satisfied as of any Target Reduction Date if and only if:

(a) Tenant has timely paid all Rent during the 12-month period ending on such Target Reduction Date;

(b) no Default has occurred under the Lease;

(c) Tenant achieves four consecutive quarters of positive EBITDA immediately preceding the Target Reduction Date;

(d) Tenant achieves four consecutive quarters of positive cash flow from operations immediately preceding the Target Reduction Date; and

(e) Tenant has a balance equal to or greater than $60 million cash plus unused revolver as of each Target Reduction Date.

In order to satisfy the LC Reduction Conditions, Tenant shall provide Landlord with financial statements prepared in accordance with generally accepted accounting principles consistently applied and certified in writing by the independent certified public accountant(s) that prepared such financial statements or by any other independent certified public accountant.

In the event Tenant elects to utilize all or a portion of the Additional Contribution (as defined in Section III.A of **Exhibit X**), the Letter of Credit amount shall be increased dollar for dollar for the Additional Contribution actually utilized by Tenant.

ARTICLE 5. USES

5.1. USE. Tenant shall use the Premises only for the purposes stated in Item 3 of the Basic Lease Provisions and for no other use whatsoever. The uses prohibited under this Lease shall include, without limitation, use of the Premises or a portion thereof for (i) offices of any agency or bureau of the United States or any state or political subdivision thereof; (ii) offices or agencies of any foreign governmental or political subdivision thereof; or (iii) schools, temporary employment agencies or other training facilities which are not ancillary to corporate, executive or professional office use. Tenant shall not do or permit anything to be done in or about the Premises which will in any way interfere with the rights or quiet enjoyment of other occupants of the Building or the Project, or use or allow the Premises to be used for any unlawful purpose, nor shall Tenant permit any nuisance or commit any waste in the Premises or the Project. Tenant shall not perform any work or conduct any business whatsoever in the Project other than inside the Premises. Tenant shall comply at its expense with all present and future laws, ordinances and requirements of all governmental authorities that pertain to Tenant or its use of the Premises. Subject to the terms of this Lease, Tenant shall have access to the Premises on a 24 hours a day, 7 days a week basis. Pursuant to California Civil Code § 1938, Landlord hereby states that the Premises have not undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code § 55.52(a)(3)). Pursuant to Section 1938 of the California Civil Code, Landlord hereby provides the following notification to Tenant: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the premises." If Tenant requests to perform a CASp inspection of the Premises, Tenant shall, at its cost, retain a CASp approved by Landlord (provided that Landlord may designate the CASp, at Landlord’s option) to perform the inspection of the Premises at a time agreed upon by the parties. Tenant shall provide Landlord with a copy of any report or certificate issued by the CASp (the "**CASp Report**") and Tenant shall, at its cost, promptly complete any modifications to the Premises necessary to correct violations of construction related accessibility standards identified in the CASp Report, notwithstanding anything to the contrary in this Lease. Tenant agrees to keep the information in the CASp Report confidential except as necessary for the Tenant to complete such modifications.

During the Term, Landlord shall be responsible, at its cost (except to the extent properly included in Project Costs), for correcting any violations of Title III of the Americans with Disabilities Act (“**ADA**”) in which it is notified by governmental authorities with respect to the Common Areas of the Building except for any obligations specifically imposed upon Tenant pursuant to this Lease. Notwithstanding the foregoing, Landlord shall have the right to contest any alleged violation in good faith, including, without limitation, the right to apply for and obtain a waiver or deferment of compliance, the right to assert any and all defenses allowed by law and the right to appeal any decisions, judgments or rulings to the fullest extent permitted by law. Landlord, after the exhaustion of any and all rights to appeal or contest, will make all repairs, additions, alterations or improvements necessary to comply with the terms of any final order or judgment. Notwithstanding the foregoing, Tenant, not Landlord, shall be responsible for the correction of any violations that arise out of or in connection with any claims brought under any provision of the Americans with Disabilities Act other than Title III, the specific nature of Tenant's business in the Premises (other than general office use), the acts or omissions of Tenant, its agents, employees or contractors, Tenant's arrangement of any furniture, equipment or other property in the Premises, any repairs, alterations, additions or improvements performed by or on behalf of Tenant (including the Tenant Improvements) and any design or configuration of the Premises specifically requested by Tenant after being informed that such design or configuration may not be in strict compliance with the ADA.

5.2. SIGNS. Except as set forth in Section 6 of **Exhibit G** and Landlord’s standard suite signage identifying Tenant’s name and/or logo, Tenant shall have no right to maintain signs in any location in, on or about the Premises, the Building or the Project and shall not place or erect any signs that are visible from the exterior of the Building. The size, design, graphics, material, style, color and other physical aspects of any permitted sign shall be subject to Landlord's written determination, as determined solely by Landlord, prior to installation, that signage is in compliance with any covenants, conditions or restrictions encumbering the Premises and Landlord's signage program for the Project, as in effect from time to time and approved by the City in which the Premises are located ("**Signage Criteria**"). Prior to placing or erecting any such signs, Tenant shall obtain and deliver to Landlord a copy of any applicable municipal or other governmental permits and approvals, except to Landlord’s standard suite signage. Tenant shall be responsible for all costs of any permitted sign, including, without limitation, the fabrication, installation, maintenance and removal thereof and the cost of any permits therefor, except that Landlord shall pay for the initial installation costs only of the standard suite signage. If Tenant fails to maintain its sign in good condition, or if Tenant fails to remove same upon termination of this Lease and repair and restore any damage caused by the sign or its removal, Landlord may do so at Tenant's expense. Landlord shall have the right to temporarily remove any signs in connection with any repairs or maintenance in or upon the Building, such removal (and subsequent restoration) to be at Landlord’s cost and expense (except to the extent properly included in Operating Expenses). The term "**sign**" as used in this Section shall include all signs, designs, monuments, displays, advertising materials, logos, banners, projected images, pennants, decals, pictures, notices, lettering, numerals or graphics.

5.3 HAZARDOUS MATERIALS.

(a) For purposes of this Lease, the term "**Hazardous Materials**" means (i) any "hazardous material" as defined in Section 25501(o) of the California Health and Safety Code, (ii) hydrocarbons, polychlorinated biphenyls or asbestos, (iii) any toxic or hazardous materials, substances, wastes or materials as defined pursuant to any other applicable state, federal or local law or regulation, and (iv) any other substance or matter which may result in liability to any person or entity as a result of such person's possession, use, storage, release or distribution of such substance or matter under any statutory or common law theory.

(b) Tenant shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released or disposed of on, under, from or about the Premises (including without limitation the soil and groundwater thereunder) without the prior written consent of Landlord, which consent may be given or withheld in Landlord's sole and absolute discretion. Notwithstanding the foregoing, Tenant shall have the right, without obtaining prior written consent of Landlord, to utilize within the Premises (A) a reasonable quantity of standard office and cleaning products that may contain Hazardous Materials (such as photocopy toner, "White Out", and the like), provided however, that (i) Tenant shall, if applicable, maintain such products in their original retail packaging, shall follow all instructions on such packaging with respect to the storage, use and disposal of such products, and shall otherwise comply with all applicable laws with respect to such products, and (ii) all of the other terms and provisions of this Section 5.3 shall apply with respect to Tenant's storage, use and disposal of all such products, and (B) those Hazardous Materials (i) in kind and content identified in writing to Landlord prior to the execution of this Lease to the extent that the use of such Hazardous Materials shall comply with all applicable laws and all of the other terms and provisions of this Section 5.3 shall apply with respect to Tenant’s storage, use and disposal of such Hazardous Materials, and (ii) reasonably related to Tenant’s permitted business activities in the Premises provided that (1) the use of such Hazardous Materials shall comply with all applicable laws and all of the other terms and provisions of this Section 5.3 shall apply with respect to Tenant’s storage, use and disposal of such Hazardous Materials, (2) Tenant gives Landlord prior written notice with regard to its proposed use of any future Hazardous Materials, (3) Landlord may require Tenant obtain such reasonable insurance insuring against Tenant’s use of such future Hazardous Materials as is reasonably consistent with the requirements or practices of institutional landlords of similar first-class commercial office projects in the general geographic area of the Premises, and (4) Landlord may place such reasonable conditions with respect to Tenant’s use of any future Hazardous Materials and may further require that Tenant provide reasonable assurances that such future Hazardous Materials will be generated, stored, used and disposed of in a manner that complies with all applicable laws and regulations pertaining thereto and with good business practices. Subject to the foregoing, Landlord may, in its sole and absolute discretion, place such conditions as Landlord deems appropriate with respect to Tenant's use, storage and/or disposal of any Hazardous Materials requiring Landlord’s consent. Tenant understands that Landlord may utilize an environmental consultant to assist in determining conditions of approval in connection with the storage, use, release, and/or disposal of Hazardous Materials by Tenant on or about the Premises, and/or to conduct periodic inspections of the storage, generation, use, release and/or disposal of such Hazardous Materials by Tenant on and from the Premises, and Tenant agrees that any actual and reasonable costs incurred by Landlord in connection therewith shall be reimbursed by Tenant to Landlord as additional rent hereunder upon demand.

(c) Within 30 days following the execution of this Lease, Tenant shall complete, execute and deliver to Landlord a Hazardous Material Survey Form (the "**Survey Form**") in the form of **Exhibit J** attached hereto. The completed Survey Form shall be deemed incorporated into this Lease for all purposes, and Landlord shall be entitled to rely fully on the information contained therein. On each anniversary of the Commencement Date until the expiration or sooner termination of this Lease, Tenant shall disclose to Landlord in writing the names and amounts of all Hazardous Materials which were stored, generated, used, released and/or disposed of on, under or about the Premises for the twelve-month period prior thereto, and which Tenant desires to store, generate, use, release and/or dispose of on, under or about the Premises for the succeeding twelve-month period. In addition, to the extent Tenant is permitted to utilize Hazardous Materials upon the Premises, Tenant shall promptly provide Landlord with complete and legible copies of all the following environmental documents relating thereto: reports filed pursuant to any self-reporting requirements; permit applications, permits, monitoring reports, emergency response or action plans, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans or documents (even those which may be characterized as confidential) relating to water discharges, air pollution, waste generation or disposal, and underground storage tanks for Hazardous Materials; orders, reports, notices, listings and correspondence (even those which may be considered confidential) of or concerning the release, investigation, compliance, cleanup, remedial and corrective actions, and abatement of Hazardous Materials; and all complaints, pleadings and other legal documents filed by or against Tenant related to Tenant's storage, generation, use, release and/or disposal of Hazardous Materials.

(d) Landlord and its agents shall have the right, but not the obligation, to inspect, sample and/or monitor the Premises and/or the soil or groundwater thereunder at any time to determine whether Tenant is complying with the terms of this Section 5.3, and in connection therewith Tenant shall provide Landlord with full access to all facilities, records and personnel related thereto. If Tenant is not in compliance with any of the provisions of this Section 5.3, or in the event of a release of any Hazardous Material on, under, from or about the Premises caused or permitted by Tenant, its agents, employees, contractors, licensees, subtenants or invitees, Landlord and its agents shall have the right, but not the obligation, without limitation upon any of Landlord's other rights and remedies under this Lease, to immediately enter upon the Premises without notice and to discharge Tenant's obligations under this Section 5.3 at Tenant's expense, including without limitation the taking of emergency or long-term remedial action. Landlord and its agents shall endeavor to minimize interference with Tenant's business in connection therewith, but shall not be liable for any such interference. In addition, Landlord, at Tenant's expense, shall have the right, but not the obligation, to join and participate in any legal proceedings or actions initiated in connection with any claims arising out of the storage, generation, use, release and/or disposal by Tenant or its agents, employees, contractors, licensees, subtenants or invitees of Hazardous Materials on, under, from or about the Premises.

(e) If the presence of any Hazardous Materials on, under, from or about the Premises or the Project caused or permitted by Tenant or its agents, employees, contractors, licensees, subtenants or invitees results in (i) injury to any person, (ii) injury to or any contamination of the Premises or the Project, or (iii) injury to or contamination of any real or personal property wherever situated, Tenant, at its expense, shall promptly take all actions necessary to return the Premises and the Project and any other affected real or personal property owned by Landlord to the condition existing prior to the introduction of such Hazardous Materials and to remedy or repair any such injury or contamination, including without limitation, any cleanup, remediation, removal, disposal, neutralization or other treatment of any such Hazardous Materials. Notwithstanding the foregoing, Tenant shall not, without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole and absolute discretion, take any remedial action in response to the presence of any Hazardous Materials on, under, from or about the Premises or the Project or any other affected real or personal property owned by Landlord or enter into any similar agreement, consent, decree or other compromise with any governmental agency with respect to any Hazardous Materials claims; provided however, Landlord's prior written consent shall not be necessary in the event that the presence of Hazardous Materials on, under, from or about the Premises or the Project or any other affected real or personal property owned by Landlord (i) imposes an immediate threat to the health, safety or welfare of any individual and (ii) is of such a nature that an immediate remedial response is necessary and it is not possible to obtain Landlord's consent before taking such action. To the fullest extent permitted by law, Tenant shall indemnify, hold harmless, protect and defend (with attorneys acceptable to Landlord) Landlord and any successors to all or any portion of Landlord's interest in the Premises and the Project and any other real or personal property owned by Landlord from and against any and all liabilities, losses, damages, diminution in value, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including without limitation attorneys' fees, court costs and other professional expenses), whether foreseeable or unforeseeable, to the extent arising directly or indirectly out of the use, generation, storage, treatment, release, on- or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the Premises, the Building or the Project and any other real or personal property owned by Landlord caused or permitted by Tenant, its agents, employees, contractors, licensees, subtenants or invitees. Such indemnity obligation shall specifically include, without limitation, the cost of any required or necessary repair, restoration, cleanup or detoxification of the Premises, the Building and the Project and any other real or personal property owned by Landlord, the preparation of any closure or other required plans, whether such action is required or necessary during the Term or after the expiration of this Lease and any loss of rental due to the inability to lease the Premises or any portion of the Building or Project as a result of such Hazardous Materials, the remediation thereof or any repair, restoration or cleanup related thereto. If it is at any time discovered that Tenant or its agents, employees, contractors, licensees, subtenants or invitees may have caused or permitted the release of any Hazardous Materials on, under, from or about the Premises, the Building or the Project or any other real or personal property owned by Landlord, Tenant shall, at Landlord's request, immediately prepare and submit to Landlord a comprehensive plan, subject to Landlord's approval, specifying the actions to be taken by Tenant to return the Premises, the Building or the Project or any other real or personal property owned by Landlord to the condition existing prior to the introduction of such Hazardous Materials. Upon Landlord's approval of such plan, Tenant shall, at its expense, and without limitation of any rights and remedies of Landlord under this Lease or at law or in equity, immediately implement such plan and proceed to cleanup, remediate and/or remove all such Hazardous Materials in accordance with all applicable laws and as required by such plan and this Lease. The provisions of this Section 5.3(e) shall expressly survive the expiration or sooner termination of this Lease.

(f) Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, certain facts relating to Hazardous Materials at the Project known by Landlord to exist as of the date of this Lease, as more particularly described in **Exhibit H** attached hereto. Tenant shall have no liability or responsibility with respect to the Hazardous Materials facts described in **Exhibit H**, nor with respect to any Hazardous Materials which Tenant proves were not caused or permitted by Tenant, its agents, employees, contractors, licensees, subtenants or invitees. Notwithstanding the preceding two sentences, Tenant agrees to notify its agents, employees, contractors, licensees, subtenants, and invitees of any exposure or potential exposure to Hazardous Materials at the Premises that Landlord brings to Tenant's attention. Tenant hereby acknowledges that this disclosure satisfies any obligation of Landlord to Tenant pursuant to California Health & Safety Code Section 25359.7, or any amendment or substitute thereto or any other disclosure obligations of Landlord.

Landlord, to the best of its knowledge, represents to Tenant that except for normal janitorial, maintenance and office supplies and except as otherwise disclosed herein, no hazardous or toxic materials are present in or about the Building. Should any such materials be discovered and should their remediation be legally required, then unless such materials were introduced by Tenant, its agents, employees, subtenants, vendors, licensees, invitees or contractors, Landlord shall remediate same at its expense and shall hold Tenant harmless from any cost in connection therewith.

ARTICLE 6. LANDLORD SERVICES

6.1. UTILITIES AND SERVICES. Landlord and Tenant shall be responsible to furnish those utilities and services to the Premises to the extent provided in **Exhibit C**, subject to the conditions and payment obligations and standards set forth in this Lease. Landlord shall not be liable for any failure to furnish any services or utilities when the failure is the result of any cause beyond Landlord’s reasonable control, nor shall Landlord be liable for damages resulting from power surges or any breakdown in telecommunications facilities or services. Landlord’s temporary inability to furnish any services or utilities shall not entitle Tenant to any damages, relieve Tenant of the obligation to pay rent or constitute a constructive or other eviction of Tenant, except that Landlord shall diligently attempt to restore the service or utility promptly. Tenant shall comply with all rules and regulations which Landlord may reasonably establish for the provision of services and utilities, and shall cooperate with all reasonable conservation practices established by Landlord. Landlord shall at all reasonable times, upon reasonable advance notice except in emergencies or to provide Building services, have free access to all electrical and mechanical installations of Landlord. Notwithstanding the foregoing, if the Premises, or a material portion of the Premises, are made untenantable for a period in excess of 5 consecutive business days as a result of a service interruption or repair that is reasonably within the control of Landlord to correct and through no fault of Tenant and for reasons other than as contemplated in Article 11, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Rent payable hereunder during the period beginning on the 6th consecutive business day of the service interruption or repair and ending on the day the service has been restored.

6.2. OPERATION AND MAINTENANCE OF COMMON AREAS. During the Term, Landlord shall operate all Common Areas within the Building and the Project in a first-class manner. The term "**Common Areas**" shall mean all areas within the Building and other buildings in the Project which are not held for exclusive use by persons entitled to occupy space, including without limitation parking areas and structures, driveways, sidewalks, landscaped and planted areas, hallways and interior stairwells not located within the premises of any tenant, common electrical rooms, entrances and lobbies, elevators, and restrooms not located within the premises of any tenant.

6.3. USE OF COMMON AREAS. The occupancy by Tenant of the Premises shall include the use of the Common Areas in common with Landlord and with all others for whose convenience and use the Common Areas may be provided by Landlord, subject, however, to compliance with Rules and Regulations described in Article 17 below. Landlord shall at all times during the Term have exclusive control of the Common Areas, and may restrain or permit any use or occupancy, except as otherwise provided in this Lease or in Landlord's rules and regulations. Tenant shall keep the Common Areas clear of any obstruction or unauthorized use related to Tenant's operations. Landlord may temporarily close any portion of the Common Areas for repairs, remodeling and/or alterations, to prevent a public dedication or the accrual of prescriptive rights, or for any other reasonable purpose, so long as such closure of the Common Areas shall not unreasonably and adversely interfere with Tenant's use of the Premises. No change by Landlord to the Common Areas shall: (i) materially impair access to and from the Premises from the parking areas, (ii) reduce the number of vehicle parking spaces to which Tenant is entitled under **Exhibit F** of this Lease, or (iii) otherwise unreasonably interfere with Tenant's access to and use of the Premises, the parking areas and the Common Areas adjacent to the Building in any material manner.

6.4. CHANGES AND ADDITIONS BY LANDLORD. Landlord reserves the right to make alterations or additions to the Building or the Project or to the attendant fixtures, equipment and Common Areas, and such change shall not entitle Tenant to any abatement of rent or other claim against Landlord. No such change shall deprive Tenant of reasonable access to or use of the Premises.

ARTICLE 7. REPAIRS AND MAINTENANCE

7.1. TENANT'S MAINTENANCE AND REPAIR. Subject to Articles 11 and 12, Tenant at its sole expense shall make all repairs necessary to keep the interior, non-structural elements of the Premises and all improvements and fixtures therein in good condition and repair. Notwithstanding Section 7.2 below, Tenant's maintenance obligation shall include without limitation all appliances, interior glass, doors, door closures, hardware, fixtures, non-building standard electrical, non-building standard plumbing, fire extinguisher equipment and other equipment installed in the Premises and all Alterations constructed by Tenant pursuant to Section 7.3 below, together with any supplemental HVAC equipment servicing only the Premises. All repairs and other work performed by Tenant or its contractors shall be subject to the terms of Sections 7.3 and 7.4 below. Alternatively, should Landlord or its management agent agree to make a repair on behalf of Tenant and at Tenant's request, Tenant shall promptly reimburse Landlord as additional rent for all reasonable costs incurred (including the standard supervision fee, not to exceed 15%) upon submission of an invoice.

7.2. LANDLORD'S MAINTENANCE AND REPAIR. Subject to Section 6.1 and Articles 11 and 12, Landlord shall provide service, maintenance and repair with respect to the heating, ventilating and air conditioning ("**HVAC**") equipment of the Building (exclusive of any supplemental HVAC equipment servicing only the Premises) and shall maintain in good repair the Common Areas, roof, foundations, footings, the exterior surfaces of the exterior walls of the Building (including exterior glass), and the structural, electrical, mechanical and plumbing systems of the Building (including elevators, if any, serving the Building), except to the extent provided in Section 7.1 above. Landlord need not make any other improvements or repairs except as specifically required under this Lease, and nothing contained in this Section 7.2 shall limit Landlord's right to reimbursement from Tenant for maintenance, repair costs and replacement costs as provided elsewhere in this Lease. Notwithstanding any provision of the California Civil Code or any similar or successor laws to the contrary, Tenant understands that it shall not make repairs at Landlord's expense or by rental offset, except as otherwise provided pursuant to the express terms of this Lease. Except as provided in Section 6.1, Section 11.1 and Article 12 below, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements to any portion of the Building, including repairs to the Premises, nor shall any related activity by Landlord constitute an actual or constructive eviction; provided, however, that in making repairs, alterations or improvements, Landlord shall interfere as little as reasonably practicable with the conduct of Tenant's business in the Premises. Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932, and Sections 1941 and 1942 of the California Civil Code, or any similar or successor laws now or hereafter in effect.

7.3. ALTERATIONS. Except for (i) cosmetic alteration projects that do not exceed $500,000.00 during each calendar year, and (ii) alterations in connection with Tenant's movable assembly pods and stations, and that in each case satisfy the criteria in the next following sentence (which work shall require notice to Landlord but not Landlord's consent), Tenant shall make no alterations, additions, decorations, or improvements (collectively referred to as "**Alterations**") to the Premises without the prior written consent of Landlord. Landlord's consent shall not be unreasonably withheld, conditioned or delayed as long as the proposed Alterations do not affect the structural, electrical or mechanical components or systems of the Building, are not visible from the exterior of the Premises, do not change the basic floor plan of the Premises, and utilize only Landlord's building standard materials ("**Standard Improvements**"). Landlord may impose, as a condition to its consent, any requirements that Landlord in its discretion may deem reasonable. Without limiting the generality of the foregoing, Tenant shall use Landlord's designated mechanical and electrical contractors for all Alterations work affecting the mechanical or electrical systems of the Building. Should Tenant perform any Alterations work that would necessitate any ancillary Building modification or other expenditure by Landlord, then Tenant shall promptly fund the cost thereof to Landlord. Tenant shall obtain all required permits for the Alterations and shall perform the work in compliance with all applicable laws, regulations and ordinances with contractors reasonably acceptable to Landlord, and except for cosmetic Alterations not requiring a permit, Landlord shall be entitled to a supervision fee in the amount of 5% of the cost of the Alterations. Any request for Landlord's consent shall be made in writing and shall contain architectural plans describing the work in detail reasonably satisfactory to Landlord. If reasonably appropriate given the nature of the contemplated Alterations, Landlord may elect to cause its architect to review Tenant's architectural plans, and the reasonable cost of that review shall be reimbursed by Tenant. Should the Alterations proposed by Tenant and consented to by Landlord change the floor plan of the Premises, then Tenant shall, at its expense, furnish Landlord with as-built drawings and CAD disks compatible with Landlord's systems. Alterations shall be constructed in a good and workmanlike manner using materials of a quality reasonably approved by Landlord. Unless Landlord otherwise agrees in writing, all Alterations affixed to the Premises, including without limitation all Tenant Improvements constructed pursuant to the Work Letter (except as otherwise provided in the Work Letter), but excluding moveable trade fixtures and furniture, shall become the property of Landlord. Such Alterations shall be surrendered with the Premises at the end of the Term, except that Landlord may, by notice to Tenant given simultaneously with Landlord's consent, require Tenant to remove by the Expiration Date, or sooner termination date of this Lease, all or any Alterations (including without limitation all telephone and data cabling) installed either by Tenant or by Landlord at Tenant's request (collectively, the "**Required Removables**"), and to replace any non-Standard Improvements with the applicable Standard Improvements. In connection with its removal of Required Removables, Tenant shall repair any damage to the Premises arising from that removal and shall restore the affected area to its pre-existing condition, reasonable wear and tear excepted.

7.4. MECHANIC'S LIENS. Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Tenant. Upon request by Landlord, Tenant shall promptly cause any such lien to be released by posting a bond in accordance with California Civil Code Section 8424 or any successor statute. In the event that Tenant shall not, within 20 days following the imposition of any lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other available remedies, the right to cause the lien to be released by any means it deems proper, including payment of or defense against the claim giving rise to the lien. All reasonable expenses so incurred by Landlord, including Landlord's reasonable attorneys' fees, shall be reimbursed by Tenant promptly following Landlord's demand, together with interest from the date of payment by Landlord at the lesser of (i) 10% per annum, or (ii) the maximum rate permitted by law until paid. Tenant shall give Landlord no less than 20 days' prior notice in writing before commencing construction of any kind on the Premises.

7.5. ENTRY AND INSPECTION. Landlord shall at all reasonable times have the right to enter the Premises to inspect them, to supply services in accordance with this Lease, to make repairs and renovations as reasonably deemed necessary by Landlord, and to submit the Premises to prospective or actual purchasers or encumbrance holders (or, during the final twelve months of the Term or when an uncured Default exists, to prospective tenants), all without being deemed to have caused an eviction of Tenant and without abatement of rent except as provided elsewhere in this Lease. If reasonably necessary, Landlord may temporarily close all or a portion of the Premises to perform repairs, alterations and additions. Landlord shall at all reasonable times, upon (i) at least 24 hours advance written or verbal notice (with respect to the "office portion(s) of the Premises) or (ii) two (2) business days' advance written or verbal notice (with respect to the research and development and manufacturing portion(s) of the Premises), as applicable, given by Landlord (except in emergencies, when no notice shall be required), have the right to enter the Premises to inspect them, to supply services in accordance with this Lease, to make repairs and renovations as reasonably deemed necessary by Landlord, and to submit the Premises to prospective or actual purchasers or encumbrance holders (or, during the final twelve months of the Term or when an uncured Default exists, to prospective tenants), all without being deemed to have caused an eviction of Tenant and without abatement of Rent except as provided elsewhere in this Lease.

ARTICLE 8. SPACE PLANNING AND SUBSTITUTION

Intentionally omitted.

ARTICLE 9. ASSIGNMENT AND SUBLETTING

9.1. RIGHTS OF PARTIES.

(a) Except as otherwise specifically provided in this Article 9, Tenant may not, either voluntarily or by operation of law, assign, sublet, encumber, or otherwise transfer all or any part of Tenant's interest in this Lease, or permit the Premises to be occupied by anyone other than Tenant (each, a "**Transfer**"), without Landlord's prior written consent, which consent shall not unreasonably be withheld, conditioned or delayed in accordance with the provisions of Section 9.1(b). For purposes of this Lease, references to any subletting, sublease or variation thereof shall be deemed to apply not only to a sublease effected directly by Tenant, but also to a sub-subletting or an assignment of subtenancy by a subtenant at any level. Except as otherwise specifically provided in this Article 9, no Transfer (whether voluntary, involuntary or by operation of law) shall be valid or effective without Landlord's prior written consent and, at Landlord's election, such a Transfer shall constitute a material default of this Lease. Notwithstanding the foregoing, a Transfer shall not include the infusion of additional equity capital in Tenant or an initial public offering of equity securities of Tenant under the Securities Act of 1933, as amended, which results in Tenant's stock being traded on a national securities exchange, including, but not limited to, the NYSE, the NASDAQ Stock Market or the NASDAQ Small Cap Market System.

(b) Except as otherwise specifically provided in this Article 9, if Tenant or any subtenant hereunder desires to transfer an interest in this Lease, Tenant shall first notify Landlord in writing and shall request Landlord's consent thereto. Tenant shall also submit to Landlord in writing: (i) the name and address of the proposed transferee; (ii) the nature of any proposed subtenant's or assignee's business to be carried on in the Premises; (iii) the terms and provisions of any proposed sublease or assignment (including without limitation the rent and other economic provisions, term, improvement obligations and commencement date); (iv) evidence that the proposed assignee or subtenant will comply with the requirements of **Exhibit D** to this Lease; and (v) any other information reasonably requested by Landlord and reasonably related to the Transfer. Landlord shall not unreasonably withhold its consent, provided: (1) the use of the Premises will be consistent with the provisions of this Lease and with Landlord's commitment to other tenants of the Building and Project; (2) solely with respect to an assignment or sublease of more than 30% of the Floor Area of the Premises or for more than 50% of the remaining Lease Term, any such proposed subtenant or assignee demonstrates that it is financially responsible by submission to Landlord of all reasonable information as Landlord may request concerning the proposed subtenant or assignee, including, but not limited to, a balance sheet of the proposed subtenant or assignee as of a date within 90 days of the request for Landlord's consent and statements of income or profit and loss of the proposed subtenant or assignee for the two-year period preceding the request for Landlord's consent; (3) the proposed assignee or subtenant is neither an existing tenant or occupant of the Building or Project nor a prospective tenant with whom Landlord or Landlord's affiliate has been actively negotiating to become a tenant at the Building or Project; and (4) the proposed transferee is not an SDN (as defined below) and will not impose additional burdens or security risks on Landlord. If Landlord consents to the proposed Transfer, then the Transfer may be effected within 90 days after the date of the consent upon the terms described in the information furnished to Landlord; provided that any material change in the terms shall be subject to Landlord's consent as set forth in this Section 9.1(b). Landlord shall approve or disapprove any requested Transfer within 20 days following receipt of Tenant's written notice and the information set forth above. Except in connection with a Permitted Transfer (as defined below), if Landlord approves the Transfer Tenant shall pay a transfer fee of $750.00 to Landlord concurrently with Tenant's execution of a Transfer consent prepared by Landlord.

(c) Notwithstanding the provisions of Subsection (b) above, and except in connection with a "**Permitted Transfer**" (as defined below), in lieu of consenting to a proposed assignment of this Lease or a subletting of the Premises, Landlord may elect to terminate this Lease in its entirety in the event of an assignment, or terminate this Lease as to the portion of the Premises proposed to be subleased provided such sublease results in one full floor or more of the Premises being subleased for more than 50% of the remaining Lease Term with a proportionate abatement in the rent payable under this Lease, such termination to be effective on the date that the proposed sublease or assignment would have commenced. Landlord may thereafter, at its option, assign or re-let any space so recaptured to any third party, including without limitation the proposed transferee identified by Tenant. Notwithstanding the foregoing, if Tenant contemplates either a proposed assignment of this Lease or a proposed subletting, in each case to other than an Affiliate, Tenant may notify Landlord of its contemplated Transfer, including the time frame and estimated square footage and location of the portion of the Premises involved. In such event, Landlord may, within 30 days after its receipt of such information, notify Tenant in writing that it will cancel and terminate this Lease as provided hereinabove (the "**Right of Recapture**") if (but only if) Tenant elects to proceed with such Transfer and requests that Landlord consent thereto. If Landlord does not notify Tenant within such 30 day period of Landlord's intent to recapture the identified Premises (all or a portion, in accordance with Tenant's notice, and for the time period set forth in Tenant's notice), then Tenant may proceed to market the Premises or otherwise effect a Transfer, and Landlord shall have waived its Right of Recapture as to the Transfer if Tenant requests Landlord's consent to an assignment or sublease substantially in accordance with its notice within one hundred fifty (150) days after the date of its notice of contemplated Transfer.

(d) Should any Transfer occur, Tenant shall, except in connection with a Permitted Transfer, promptly pay or cause to be paid to Landlord, as additional rent, 50% of any amounts paid by the assignee or subtenant, however described and whether funded during or after the Lease Term, to the extent such amounts are in excess of the sum of (i) the scheduled Basic Rent payable by Tenant hereunder (or, in the event of a subletting of only a portion of the Premises, the Basic Rent allocable to such portion as reasonably determined by Landlord) and (ii) the direct out-of-pocket costs, as evidenced by third party invoices provided to Landlord, incurred by Tenant to effect the Transfer, which costs shall be amortized over the remaining Term of this Lease or, if shorter, over the term of the sublease. For purposes herein, such transfer costs shall include all reasonable and customary expenses directly incurred by Tenant attributable to the Transfer, including brokerage fees, legal fees, construction costs, and Landlord's review fee.

(e) The sale of all or substantially all of the assets of Tenant (other than bulk sales in the ordinary course of business), the merger or consolidation of Tenant, the sale of a controlling interest in Tenant's capital stock, or any other direct or indirect change of control of Tenant, including, without limitation, change of control of Tenant's parent company or a merger by Tenant or its parent company, shall be deemed a Transfer within the meaning and provisions of this Article. Notwithstanding the foregoing, Tenant may assign this Lease to a successor to Tenant by merger, consolidation or the purchase of substantially all of Tenant's assets, or assign this Lease or sublet all or a portion of the Premises to an Affiliate (defined below), without the consent of Landlord but subject to the provisions of Section 9.2, provided that all of the following conditions are satisfied (a "**Permitted Transfer**"): (i) Tenant is not then in Default hereunder; (ii) Tenant gives Landlord written notice at least 10 business days before such Permitted Transfer, however, if prohibited by confidentiality, then Tenant shall give Landlord written notice within 10 days after the effective date of the transfer; and (iii) the successor entity resulting from any merger or consolidation of Tenant or the sale of all or substantially all of the assets of Tenant, has a net worth (computed in accordance with generally accepted accounting principles, except that intangible assets such as goodwill, patents, copyrights, and trademarks shall be excluded in the calculation ("**Net Worth**")) at the time of the Permitted Transfer that is reasonably sufficient, taking into account all expected obligations of the successor entity with respect to the proposed Transfer and all of its other contingent and noncontingent obligations, to perform when due the obligations of the successor entity with respect to the proposed Transfer, evidence of which, satisfactory to Landlord, shall be presented to Landlord prior to such Permitted Transfer. Tenant's notice to Landlord shall include reasonable information and documentation evidencing the Permitted Transfer and showing that each of the above conditions has been satisfied. If requested by Landlord, Tenant's successor shall sign and deliver to Landlord a commercially reasonable form of assumption agreement. "**Affiliate**" shall mean an entity controlled by, controlling or under common control with Tenant. Tenant shall not be obligated to pay Landlord a review fee nor any Additional Rent or other consideration which Tenant receives as a result of a Permitted Transfer of this Lease to an Affiliate.

9.2. EFFECT OF TRANSFER. No subletting or assignment, even with the consent of Landlord, shall relieve Tenant, or any successor-in-interest to Tenant hereunder, of its obligation to pay rent and to perform all its other obligations under this Lease. Each assignee, other than Landlord, shall be deemed to assume all obligations of Tenant under this Lease and shall be liable jointly and severally with Tenant for the payment of all rent, and for the due performance of all of Tenant's obligations, under this Lease. Such joint and several liability shall not be discharged or impaired by any subsequent modification or extension of this Lease. Consent by Landlord to one or more transfers shall not operate as a waiver or estoppel to the future enforcement by Landlord of its rights under this Lease.

9.3. SUBLEASE REQUIREMENTS. Any sublease, license, concession or other occupancy agreement entered into by Tenant shall be subordinate and subject to the provisions of this Lease, and if this Lease is terminated during the term of any such agreement, Landlord shall have the right to: (i) treat such agreement as cancelled and repossess the subject space by any lawful means, or (ii) require that such transferee attorn to and recognize Landlord as its landlord (or licensor, as applicable) under such agreement. Landlord shall not, by reason of such attornment or the collection of sublease rentals, be deemed liable to the subtenant for the performance of any of Tenant's obligations under the sublease. If Tenant is in Default (hereinafter defined), Landlord is irrevocably authorized to direct any transferee under any such agreement to make all payments under such agreement directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such Default is cured. No collection or acceptance of rent by Landlord from any transferee shall be deemed a waiver of any provision of Article 9 of this Lease, an approval of any transferee, or a release of Tenant from any obligation under this Lease, whenever accruing. In no event shall Landlord's enforcement of any provision of this Lease against any transferee be deemed a waiver of Landlord's right to enforce any term of this Lease against Tenant or any other person.

ARTICLE 10. INSURANCE AND INDEMNITY

10.1. TENANT'S INSURANCE. Tenant, at its sole cost and expense, shall provide and maintain in effect the insurance described in **Exhibit D**. Evidence of that insurance must be delivered to Landlord prior to the Commencement Date.

10.2. LANDLORD'S INSURANCE. Landlord shall provide the following types of insurance, with or without deductible and in amounts and coverages as may be determined by Landlord in its discretion: property insurance, subject to standard exclusions (such as, but not limited to, earthquake and flood exclusions), covering the Building or Project. In addition, Landlord may, at its election, obtain insurance coverages for such other risks as Landlord or its Mortgagees may from time to time deem appropriate, including earthquake, terrorism and commercial general liability coverage. Landlord shall not be required to carry insurance of any kind on any tenant improvements or Alterations in the Premises installed by Tenant or its contractors or otherwise removable by Tenant (collectively, "**Tenant Installations**"), or on any trade fixtures, furnishings, equipment, interior plate glass, signs or items of personal property in the Premises, and Landlord shall not be obligated to repair or replace any of the foregoing items should damage occur. All proceeds of insurance maintained by Landlord upon the Building and Project shall be the property of Landlord, whether or not Landlord is obligated to or elects to make any repairs.

10.3. JOINT INDEMNITY.

(a) To the fullest extent permitted by law, but subject to Section 10.5 below, Tenant shall defend, indemnify and hold harmless Landlord, its agents, lenders, and any and all affiliates of Landlord, from and against any and all claims, liabilities, costs or expenses arising either before or after the Commencement Date from Tenant's use or occupancy of the Premises, the Building or the Common Areas, or from the conduct of its business, or from any activity, work, or thing done, permitted or suffered by Tenant or its agents, employees, subtenants, vendors, contractors, invitees or licensees in or about the Premises, the Building or the Common Areas, or from any Default in the performance of any obligation on Tenant's part to be performed under this Lease, or from any act or negligence of Tenant or its agents, employees, subtenants, vendors, contractors, invitees or licensees. Landlord may, at its option, require Tenant to assume Landlord's defense in any action covered by this Section 10.3(a) through counsel reasonably satisfactory to Landlord. Notwithstanding the foregoing, Tenant shall not be obligated to indemnify Landlord against any liability or expense to the extent such liability or expense: (i) is ultimately determined to have been caused by the sole negligence or willful misconduct of Landlord, its agents, contractors or employees, or (ii) covered by Landlord's indemnity obligations set forth in Section 10.3(b) below.

(b) To the fullest extent permitted by law, but subject to Section 10.5 below, Landlord shall defend, indemnify and hold harmless Tenant, its agents, lenders, and any and all affiliates of Tenant, from and against any and all claims, liabilities, costs or expenses arising either before or after the Commencement Date from the negligence or willful misconduct of Landlord, its employees, agents or contractors, in connection with the maintenance or repair of the Common Areas of the Project, or from any Default in the performance of any obligation on Landlord's part to be performed under this Lease, or from any act or negligence of Landlord or its agents, employees, subtenants, vendors, contractors, invitees or licensees. Tenant may, at its option, require Landlord to assume Tenant's defense in any action covered by this Section 10.3(b) through counsel reasonably satisfactory to Tenant. Notwithstanding the foregoing, Landlord shall not be obligated to indemnify Tenant against any liability or expense to the extent such liability or expense: (i) is ultimately determined to have been caused by the sole negligence or willful misconduct of Tenant, its agents, contractors or employees, or (ii) is covered by Tenant's indemnity obligations set forth in Section 10.3(a) above.

10.4. LANDLORD'S NONLIABILITY. Unless caused by the negligence or intentional misconduct of Landlord, its agents, employees or contractors but subject to Section 10.5 below, Landlord shall not be liable to Tenant, its employees, agents and invitees, and Tenant hereby waives all claims against Landlord, its employees and agents for loss of or damage to any property, or any injury to any person, resulting from any condition including, but not limited to, acts or omissions (criminal or otherwise) of third parties and/or other tenants of the Project, or their agents, employees or invitees, fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak or flow from or into any part of the Premises or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, electrical works or other fixtures in the Building, whether the damage or injury results from conditions arising in the Premises or in other portions of the Building. It is understood that any such condition may require the temporary evacuation or closure of all or a portion of the Building. Should Tenant elect to receive any service from a concessionaire, licensee or third party tenant of Landlord, Tenant shall not seek recourse against Landlord for any breach or liability of that service provider. Notwithstanding anything to the contrary contained in this Lease, in no event shall Landlord be liable for Tenant's loss or interruption of business or income (including without limitation, Tenant's consequential damages, lost profits or opportunity costs), or for interference with light or other similar intangible interests.

10.5. WAIVER OF SUBROGATION. Landlord and Tenant each hereby waives all rights of recovery against the other on account of loss and damage occasioned to the property of such waiving party to the extent that the waiving party is entitled to proceeds for such loss and damage under any property insurance policies carried or otherwise required to be carried by this Lease; provided however, that the foregoing waiver shall not apply to the extent of Tenant's obligation to pay deductibles under any such policies and this Lease. By this waiver it is the intent of the parties that neither Landlord nor Tenant shall be liable to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage insured against under any property insurance policies, even though such loss or damage might be occasioned by the negligence of such party, its agents, employees, contractors or invitees. The foregoing waiver by Tenant shall also inure to the benefit of Landlord's management agent for the Building.

ARTICLE 11. DAMAGE OR DESTRUCTION

11.1. RESTORATION.

(a) If the Building of which the Premises are a part is damaged as the result of an event of casualty, then subject to the provisions below, Landlord shall repair that damage as soon as reasonably possible unless Landlord reasonably determines that: (i) the Premises have been materially damaged and there is less than 1 year of the Term remaining on the date of the casualty; (ii) any Mortgagee (defined in Section 13.1) requires that the insurance proceeds be applied to the payment of the mortgage debt; or (iii) proceeds necessary to pay the full cost of the repair are not available from Landlord's insurance, including without limitation earthquake insurance. Should Landlord elect not to repair the damage for one of the preceding reasons, Landlord shall so notify Tenant in the "Casualty Notice" (as defined below), and this Lease shall terminate as of the date of delivery of that notice. If Landlord has the right to terminate this Lease pursuant to this Section 11.1(a), Landlord agrees to exercise such right in a nondiscriminatory fashion among tenants in the Building. Consideration of the following factors in arriving at its decision shall not be deemed discriminatory: length of term remaining on the Lease, time needed to repair and restore, costs of repair and restoration not covered by insurance proceeds, Landlord's plans to repair and restore Common Areas serving the Premises, Landlord's plans for repair and restoration of the Building, and other factors (other than the rental rates payable under the leases in question) relevant to Landlord's decision as long as they are applied to Tenant in the same manner as other tenants.

(b) As soon as reasonably practicable following the casualty event but not later than 60 days thereafter, Landlord shall notify Tenant in writing ("**Casualty Notice**") of Landlord's election, if applicable, to terminate this Lease. If this Lease is not so terminated, the Casualty Notice shall set forth the anticipated period for repairing the casualty damage. If the anticipated repair period exceeds 180 days and if the damage is so extensive as to reasonably prevent Tenant's substantial use and enjoyment of the Premises, then either party may elect to terminate this Lease by written notice to the other within 10 days following delivery of the Casualty Notice.

(c) In the event that neither Landlord nor Tenant terminates this Lease pursuant to Section 11.1(b), Landlord shall repair all material damage to the Premises or the Building as soon as reasonably possible and this Lease shall continue in effect for the remainder of the Term. Upon notice from Landlord, Tenant shall assign or endorse over to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant's insurance with respect to any Tenant Installations; provided if the estimated cost to repair such Tenant Installations exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Within 15 days of demand, Tenant shall also pay Landlord for any additional excess costs that are determined during the performance of the repairs to such Tenant Installations. However, notwithstanding the foregoing, if Tenant has maintained the insurance required to be maintained by Tenant pursuant to the terms of **Exhibit D** of this Lease throughout the Term, and if the proceeds from the insurance required to be maintained by Tenant with respect to the Alterations have been paid to Landlord prior to Landlord commencing repair of the Alterations, then Landlord agrees Tenant shall not be required to pay any deficiency between the estimated or actual Alteration repair costs and the insurance proceeds received by Landlord from Tenant's insurance until after substantial completion of the repairs to the Alterations, and such sums shall be payable by Tenant within 15 days after demand of Landlord.

(d) From and after the casualty event, the rental to be paid under this Lease shall be abated in the same proportion that the Floor Area of the Premises that is rendered unusable by the damage from time to time bears to the total Floor Area of the Premises.

(e) Notwithstanding the provisions of subsections (a), (b) and (c) of this Section 11.1, but subject to Section 10.5, the cost of any repairs shall be borne by Tenant, and Tenant shall not be entitled to rental abatement or termination rights, if the damage is due to the gross negligence or willful misconduct of Tenant or its employees, subtenants, contractors, invitees or representatives. In addition, the provisions of this Section 11.1 shall not be deemed to require Landlord to repair any Tenant Installations, fixtures and other items that Tenant is obligated to insure pursuant to **Exhibit D** or under any other provision of this Lease.

11.2. LEASE GOVERNS. Tenant agrees that the provisions of this Lease, including without limitation Section 11.1, shall govern any damage or destruction and shall accordingly supersede any contrary statute or rule of law.

ARTICLE 12. EMINENT DOMAIN

Either party may terminate this Lease if any material part of the Premises is taken or condemned for any public or quasi-public use under law, by eminent domain or private purchase in lieu thereof (a "**Taking**"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Project which would have a material adverse effect on Landlord's ability to profitably operate the remainder of the Building. The termination shall be effective as of the effective date of any order granting possession to, or vesting legal title in, the condemning authority. If this Lease is not terminated, Basic Rent and Tenant's Share of Operating Expenses shall be appropriately adjusted to account for any reduction in the square footage of the Building or Premises. All compensation awarded for a Taking shall be the property of Landlord and the right to receive compensation or proceeds in connection with a Taking are expressly waived by Tenant; provided, however, Tenant may file a separate claim for Tenant's personal property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the amount of Landlord's award. If only a part of the Premises is subject to a Taking and this Lease is not terminated, Landlord, with reasonable diligence, will restore the remaining portion of the Premises as nearly as practicable to the condition immediately prior to the Taking. Tenant agrees that the provisions of this Lease shall govern any Taking and shall accordingly supersede any contrary statute or rule of law.

ARTICLE 13. SUBORDINATION; ESTOPPEL CERTIFICATE

13.1. SUBORDINATION. Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Project, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "**Mortgage**"). The party having the benefit of a Mortgage shall be referred to as a "**Mortgagee**". This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall execute a commercially reasonable subordination and attornment agreement in favor of the Mortgagee, provided such agreement provides a non-disturbance covenant benefiting Tenant. Alternatively, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. Upon request, Tenant, without charge, shall attorn to any successor to Landlord's interest in this Lease in the event of a foreclosure of any mortgage. Tenant agrees that any purchaser at a foreclosure sale or lender taking title under a deed in lieu of foreclosure shall not be responsible for any act or omission of a prior landlord, shall not be subject to any offsets or defenses Tenant may have against a prior landlord, and shall not be liable for the return of the Security Deposit not actually recovered by such purchaser nor bound by any rent paid in advance of the calendar month in which the transfer of title occurred; provided that the foregoing shall not release the applicable prior landlord from any liability for those obligations. Tenant acknowledges that Landlord's Mortgagees and their successors-in-interest are intended third party beneficiaries of this Section 13.1.

Notwithstanding the foregoing in this Section to the contrary, as a condition precedent to the future subordination of this Lease to a future Mortgage, Landlord shall use commercially reasonable efforts to provide Tenant with a non-disturbance, subordination, and attornment agreement in favor of Tenant from any Mortgagee who comes into existence after the Commencement Date. Such non-disturbance, subordination, and attornment agreement in favor of Tenant shall provide that, so long as Tenant is paying the Rent due under the Lease and is not otherwise in default under the Lease beyond any applicable cure period, its right to possession and the other terms of the Lease shall remain in full force and effect. "Reasonable efforts" of Landlord shall not require Landlord to incur any cost, expense or liability to obtain such agreement, it being agreed that Tenant shall be responsible for any fee or review costs charged by the Mortgagee.

13.2. ESTOPPEL CERTIFICATE. Tenant shall, within 10 business days after receipt of a written request from Landlord, execute and deliver a commercially reasonable estoppel certificate in favor of those parties as are reasonably requested by Landlord (including a Mortgagee or a prospective purchaser of the Building or the Project).

ARTICLE 14. DEFAULTS AND REMEDIES

14.1. TENANT'S DEFAULTS. In addition to any other event of default set forth in this Lease, the occurrence of any one or more of the following events shall constitute a "**Default**" by Tenant:

(a) The failure by Tenant to make any payment of Rent required to be made by Tenant, as and when due, where the failure continues for a period of 5 business days after written notice from Landlord to Tenant. The term "**Rent**" as used in this Lease shall be deemed to mean the Basic Rent and all other sums required to be paid by Tenant to Landlord pursuant to the terms of this Lease.

(b) The assignment, sublease, encumbrance or other Transfer of the Lease by Tenant, either voluntarily or by operation of law, whether by judgment, execution, transfer by intestacy or testacy, or other means, without the prior written consent of Landlord unless otherwise authorized in Article 9 of this Lease.

(c) The discovery by Landlord that any financial statement provided by Tenant, or by any affiliate, successor or guarantor of Tenant, was materially false.

(d) Except where a specific time period is otherwise set forth for Tenant's performance in this Lease (in which event the failure to perform by Tenant within such time period shall be a Default), the failure or inability by Tenant to observe or perform any of the covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in any other subsection of this Section 14.1, where the failure continues for a period of 30 days after written notice from Landlord to Tenant. However, if the nature of the failure is such that more than 30 days are reasonably required for its cure, then Tenant shall not be deemed to be in Default if Tenant commences the cure within 30 days, and thereafter diligently pursues the cure to completion.

The notice periods provided herein are in lieu of, and not in addition to, any notice periods provided by law, and Landlord shall not be required to give any additional notice under California Code of Civil Procedure Section 1161, or any successor statute, in order to be entitled to commence an unlawful detainer proceeding.

14.2. LANDLORD'S REMEDIES.

(a) Upon the occurrence of any Default by Tenant, then in addition to any other remedies available to Landlord, Landlord may exercise the following remedies:

(i) Landlord may terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. Such termination shall not affect any accrued obligations of Tenant under this Lease. Upon termination, Landlord shall have the right to reenter the Premises and remove all persons and property. Landlord shall also be entitled to recover from Tenant:

(1) The worth at the time of award of the unpaid Rent which had been earned at the time of termination;

(2) The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such loss that Tenant proves could have been reasonably avoided;

(3) The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such loss that Tenant proves could be reasonably avoided;

(4) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result from Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, commissions and other expenses of reletting, including necessary repair, renovation, improvement and alteration of the Premises for a new tenant, reasonable attorneys' fees, and any other reasonable costs; and

(5) At Landlord's election, all other amounts in addition to or in lieu of the foregoing as may be permitted by law. Any sum, other than Basic Rent, shall be computed on the basis of the average monthly amount accruing during the 24 month period immediately prior to Default, except that if it becomes necessary to compute such rental before the 24 month period has occurred, then the computation shall be on the basis of the average monthly amount during the shorter period. As used in subparagraphs (1) and (2) above, the "worth at the time of award" shall be computed by allowing interest at the rate of 10% per annum. As used in subparagraph (3) above, the "worth at the time of award" shall be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%.

(ii) Landlord may elect not to terminate Tenant's right to possession of the Premises, in which event Landlord may continue to enforce all of its rights and remedies under this Lease, including the right to collect all rent as it becomes due. Efforts by the Landlord to maintain, preserve or relet the Premises, or the appointment of a receiver to protect the Landlord's interests under this Lease, shall not constitute a termination of the Tenant's right to possession of the Premises. In the event that Landlord elects to avail itself of the remedy provided by this subsection (ii), Landlord shall not unreasonably withhold its consent to an assignment or subletting of the Premises subject to the reasonable standards for Landlord's consent as are contained in this Lease.

(b) The various rights and remedies reserved to Landlord in this Lease or otherwise shall be cumulative and, except as otherwise provided by California law, Landlord may pursue any or all of its rights and remedies at the same time. No delay or omission of Landlord to exercise any right or remedy shall be construed as a waiver of the right or remedy or of any breach or Default by Tenant. The acceptance by Landlord of rent shall not be a (i) waiver of any preceding breach or Default by Tenant of any provision of this Lease, other than the failure of Tenant to pay the particular rent accepted, regardless of Landlord's knowledge of the preceding breach or Default at the time of acceptance of rent, or (ii) a waiver of Landlord's right to exercise any remedy available to Landlord by virtue of the breach or Default. The acceptance of any payment from a debtor in possession, a trustee, a receiver or any other person acting on behalf of Tenant or Tenant's estate shall not waive or cure a Default under Section 14.1. No payment by Tenant or receipt by Landlord of a lesser amount than the rent required by this Lease shall be deemed to be other than a partial payment on account of the earliest due stipulated rent, nor shall any endorsement or statement on any check or letter be deemed an accord and satisfaction and Landlord shall accept the check or payment without prejudice to Landlord's right to recover the balance of the rent or pursue any other remedy available to it. Tenant hereby waives any right of redemption or relief from forfeiture under California Code of Civil Procedure Section 1174 or 1179, or under any successor statute, in the event this Lease is terminated by reason of any Default by Tenant. No act or thing done by Landlord or Landlord's agents during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys to the Premises prior to the termination of this Lease, and the delivery of the keys to any employee shall not operate as a termination of the Lease or a surrender of the Premises.

14.3. LATE PAYMENTS. Any Rent due under this Lease that is not paid to Landlord within 5 business days of the date when due shall bear interest at the lesser of (i) 10% per annum, or (ii) the maximum rate permitted by law from the date due until fully paid. The payment of interest shall not cure any Default by Tenant under this Lease. In addition, Tenant acknowledges that the late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult and impracticable to ascertain. Those costs may include, but are not limited to, administrative, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any ground lease, mortgage or trust deed covering the Premises. Accordingly, if any rent due from Tenant shall not be received by Landlord or Landlord's designee within 5 business days after the date due, then Tenant shall pay to Landlord, in addition to the interest provided above, a late charge for each delinquent payment equal to the greater of (i) 5% of that delinquent payment or (ii) $100.00. Acceptance of a late charge by Landlord shall not constitute a waiver of Tenant's Default with respect to the overdue amount, nor shall it prevent Landlord from exercising any of its other rights and remedies.

14.4. RIGHT OF LANDLORD TO PERFORM. If Tenant is in Default of any of its obligations under the Lease, Landlord shall have the right to perform such obligations. Tenant shall reimburse Landlord for the cost of such performance upon demand together with an administrative charge equal to 10% of the cost of the work performed by Landlord.

14.5. DEFAULT BY LANDLORD. Landlord shall not be deemed to be in default in the performance of any obligation under this Lease unless and until it has failed to perform the obligation within 30 days after written notice by Tenant to Landlord specifying in reasonable detail the nature and extent of the failure; provided, however, that if the nature of Landlord's obligation is such that more than 30 days are required for its performance, then Landlord shall not be deemed to be in default if it commences performance within the 30 day period and thereafter diligently pursues the cure to completion. Tenant hereby agrees that its remedies as a result of any default by Landlord hereunder or any breach by Landlord of any promise or inducement relating hereto shall in no event include any consequential damages, lost profits or opportunity costs.

14.6. EXPENSES AND LEGAL FEES. Should either Landlord or Tenant bring any action in connection with this Lease, the prevailing party shall be entitled to recover as a part of the action its reasonable attorneys' fees, and all other reasonable costs. The prevailing party for the purpose of this paragraph shall be determined by the trier of the facts.

14.7. WAIVER OF JURY TRIAL/JUDICIAL REFERENCE.

(a) **LANDLORD AND TENANT EACH ACKNOWLEDGES THAT IT IS AWARE OF AND HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHT TO TRIAL BY JURY, AND EACH PARTY DOES HEREBY EXPRESSLY AND KNOWINGLY WAIVE AND RELEASE ALL SUCH RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER (AND/OR AGAINST ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBSIDIARY OR AFFILIATED ENTITIES) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.**

(b) In the event that the jury waiver provisions of Section 14.7(a) are not enforceable under California law, then, unless otherwise agreed to by the parties, the provisions of this Section 14.7(b) shall apply. Landlord and Tenant agree that any disputes arising in connection with this Lease (including but not limited to a determination of any and all of the issues in such dispute, whether of fact or of law) shall be resolved (and a decision shall be rendered) by way of a general reference as provided for in Part 2, Title 8, Chapter 6 (§§ 638 et. seq.) of the California Code of Civil Procedure, or any successor California statute governing resolution of disputes by a court appointed referee. Nothing within this Section 14.7 shall apply to an unlawful detainer action.

14.8 SATISFACTION OF JUDGMENT. The obligations of Landlord do not constitute the personal obligations of the individual partners, trustees, directors, officers, members or shareholders of Landlord or its constituent partners or members. Should Tenant recover a money judgment against Landlord, such judgment shall be satisfied only from the interest of Landlord in the Project and out of the rent or other income from such property receivable by Landlord, and no action for any deficiency may be sought or obtained by Tenant.

ARTICLE 15. END OF TERM

15.1. HOLDING OVER. If Tenant holds over for any period after the Expiration Date (or earlier termination of the Term) without the prior written consent of Landlord, such tenancy shall constitute a tenancy at sufferance only and a Default by Tenant; such holding over with the prior written consent of Landlord shall constitute a month-to-month tenancy commencing on the 1st day following the termination of this Lease and terminating 30 days following delivery of written notice of termination by either Landlord or Tenant to the other. In either of such events, possession shall be subject to all of the terms of this Lease, except that the monthly rental shall be 150% of the total monthly rental for the month immediately preceding the date of termination, subject to Landlord's right to modify same upon 30 days notice to Tenant. The acceptance by Landlord of monthly hold-over rental in a lesser amount shall not constitute a waiver of Landlord's right to recover the full amount due unless otherwise agreed in writing by Landlord. If Tenant fails to vacate the Premises within 15 days after Landlord notifies Tenant that Landlord has entered into a lease for the Premises or has received a bona fide offer to lease the Premises and that Landlord will be unable to deliver possession or perform improvements due to Tenant's holdover, and if Landlord is unable to deliver possession of the Premises to a new tenant or to perform improvements for a new tenant as a result of Tenant's holdover, then Tenant shall be liable for all damages that Landlord suffers from the holdover. Tenant shall also indemnify and hold Landlord harmless from all loss or liability, including without limitation, any claims made by any succeeding tenant relating to such failure to surrender. The foregoing provisions of this Section 15.1 are in addition to and do not affect Landlord's right of re-entry or any other rights of Landlord under this Lease or at law.

15.2. SURRENDER OF PREMISES; REMOVAL OF PROPERTY. Upon the Expiration Date or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord broom-clean and in good order, condition and repair, reasonable wear and tear and repairs which are Landlord’s obligation excepted, and shall remove or fund to Landlord the cost of removing all wall coverings, voice and/or data transmission cabling installed by or for Tenant and Required Removables, together with all personal property and debris, and shall perform all work required under Section 7.3 of this Lease. If Tenant shall fail to comply with the provisions of this Section 15.2, Landlord may effect the removal and/or make any repairs, and the cost to Landlord shall be additional rent payable by Tenant upon demand.

ARTICLE 16. PAYMENTS AND NOTICES

All sums payable by Tenant to Landlord shall be paid, without deduction or offset (except as provided in this Lease), in lawful money of the United States to Landlord at its address set forth in Item 12 of the Basic Lease Provisions, or at any other place as Landlord may designate in writing. Unless this Lease expressly provides otherwise, as for example in the payment of rent pursuant to Section 4.1, all payments shall be due and payable within 5 business days after written demand therefor. All payments requiring proration shall be prorated on the basis of the number of days in the pertinent calendar month or year, as applicable. Any notice, election, demand, consent, approval or other communication to be given or other document to be delivered by either party to the other may be delivered to the other party, at the address set forth in Item 12 of the Basic Lease Provisions, by personal service, or by any courier or “overnight” express mailing service. Either party may, by written notice to the other, served in the manner provided in this Article, designate a different address. The refusal to accept delivery of a notice, or the inability to deliver the notice (whether due to a change of address for which notice was not duly given or other good reason), shall be deemed delivery and receipt of the notice as of the date of attempted delivery. If more than one person or entity is named as Tenant under this Lease, service of any notice upon any one of them shall be deemed as service upon all of them.

ARTICLE 17. RULES AND REGULATIONS

Tenant agrees to comply with the Rules and Regulations attached as **Exhibit E**, and any reasonable and nondiscriminatory amendments, modifications and/or additions as may be adopted (provided such rules and regulations adopted by Landlord after the date of this Lease shall not impose any additional unreasonable burdens or additional unreasonable liabilities on Tenant) and published by written notice to tenants by Landlord for the safety, care, security, good order, or cleanliness of the Premises, Building, Project and/or Common Areas. Landlord shall not be liable to Tenant for any violation of the Rules and Regulations or the breach of any covenant or condition in any lease or any other act or conduct by any other tenant, and the same shall not constitute a constructive eviction hereunder. One or more waivers by Landlord of any breach of the Rules and Regulations by Tenant or by any other tenant(s) shall not be a waiver of any subsequent breach of that rule or any other. Tenant’s failure to keep and observe the Rules and Regulations, which failure continues beyond any applicable notice and cure period, shall constitute a default under this Lease. In the case of any conflict between the Rules and Regulations and this Lease, this Lease shall be controlling.

ARTICLE 18. BROKER’S COMMISSION

The parties recognize as the broker(s) who negotiated this Lease the firm(s) whose name(s) is (are) stated in Item 10 of the Basic Lease Provisions, and agree that Landlord shall be responsible for the payment of brokerage commissions to those broker(s) unless otherwise provided in this Lease. It is understood that Landlord's Broker represents only Landlord in this transaction and Tenant's Broker (if any) represents only Tenant. Each party warrants that it has had no dealings with any other real estate broker or agent in connection with the negotiation of this Lease, and agrees to indemnify and hold the other party harmless from any cost, expense or liability (including reasonable attorneys’ fees) for any compensation, commissions or charges claimed by any other real estate broker or agent employed or claiming to represent or to have been employed by the indemnifying party in connection with the negotiation of this Lease. The foregoing agreement shall survive the termination of this Lease.

ARTICLE 19. TRANSFER OF LANDLORD’S INTEREST

In the event of any transfer of Landlord’s interest in the Premises, the transferor shall be automatically relieved of all obligations on the part of Landlord accruing under this Lease from and after the date of the transfer, provided that Tenant is duly notified of the transfer, and further provided that any successor pursuant to a voluntary, third party transfer (but not as part of an involuntary transfer resulting from a foreclosure or deed in lieu thereof) shall have assumed Landlord’s obligations under this Lease either by contractual obligation, assumption agreement or by operation of law. Any funds held by the transferor in which Tenant has an interest, including without limitation, the Security Deposit, shall be turned over, subject to that interest, to the transferee. No Mortgagee to which this Lease is or may be subordinate shall be responsible in connection with the Security Deposit unless the Mortgagee actually receives the Security Deposit. It is intended that the covenants and obligations contained in this Lease on the part of Landlord shall, subject to the foregoing, be binding on Landlord, its successors and assigns, only during and in respect to their respective successive periods of ownership, and that Landlord and its successors, as the case may be, shall remain liable after their respective periods of ownership with respect to any sums due in connection with a breach or default by such party that arose during such period of ownership by such party.

ARTICLE 20. INTERPRETATION

20.1. NUMBER. Whenever the context of this Lease requires, the words "Landlord" and "Tenant" shall include the plural as well as the singular.

20.2. HEADINGS. The captions and headings of the articles and sections of this Lease are for convenience only, are not a part of this Lease and shall have no effect upon its construction or interpretation.

20.3. JOINT AND SEVERAL LIABILITY. If more than one person or entity is named as Tenant, the obligations imposed upon each shall be joint and several and the act of or notice from, or notice or refund to, or the signature of, any one or more of them shall be binding on all of them with respect to the tenancy of this Lease, including, but not limited to, any renewal, extension, termination or modification of this Lease.

20.4. SUCCESSORS. Subject to Sections 13.1 and 22.3 and to Articles 9 and 19 of this Lease, all rights and liabilities given to or imposed upon Landlord and Tenant shall extend to and bind their respective heirs, executors, administrators, successors and assigns. Nothing contained in this Section 20.4 is intended, or shall be construed, to grant to any person other than Landlord and Tenant and their successors and assigns any rights or remedies under this Lease.

20.5. TIME OF ESSENCE. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

20.6. CONTROLLING LAW/VENUE. This Lease shall be governed by and interpreted in accordance with the laws of the State of California. Should any litigation be commenced between the parties in connection with this Lease, such action shall be prosecuted in the applicable State Court of California in the county in which the Building is located.

20.7. SEVERABILITY. If any term or provision of this Lease, the deletion of which would not adversely affect the receipt of any material benefit by either party or the deletion of which is consented to by the party adversely affected, shall be held invalid or unenforceable to any extent, the remainder of this Lease shall not be affected and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

20.8. WAIVER. One or more waivers by Landlord or Tenant of any breach of any term, covenant or condition contained in this Lease shall not be a waiver of any subsequent breach of the same or any other term, covenant or condition. Consent to any act by one of the parties shall not be deemed to render unnecessary the obtaining of that party's consent to any subsequent act. No breach of this Lease shall be deemed to have been waived unless the waiver is in a writing signed by the waiving party.

20.9. INABILITY TO PERFORM. In the event that either party shall be delayed or hindered in or prevented from the performance of any work or in performing any act required under this Lease by reason of any cause beyond the reasonable control of that party, then the performance of the work or the doing of the act shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. The provisions of this Section 20.9 shall not operate to excuse Tenant from the prompt payment of Rent.

20.10. ENTIRE AGREEMENT. This Lease and its exhibits and other attachments cover in full each and every agreement of every kind between the parties concerning the Premises, the Building, and the Project, and all preliminary negotiations, oral agreements, understandings and/or practices, except those contained in this Lease, are superseded and of no further effect. Tenant waives its rights to rely on any representations or promises made by Landlord or others which are not contained in this Lease. No verbal agreement or implied covenant shall be held to modify the provisions of this Lease, any statute, law, or custom to the contrary notwithstanding.

20.11. QUIET ENJOYMENT. Upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, and subject to the other provisions of this Lease, Tenant shall have the right of quiet enjoyment and use of the Premises for the Term without hindrance or interruption by Landlord or any other person claiming by or through Landlord.

20.12. SURVIVAL. All covenants of Landlord or Tenant which reasonably would be intended to survive the expiration or sooner termination of this Lease, including without limitation any warranty or indemnity hereunder, shall so survive and continue to be binding upon and inure to the benefit of the respective parties and their successors and assigns.

ARTICLE 21. EXECUTION AND RECORDING

21.1. COUNTERPARTS; DIGITAL SIGNATURES. This Lease may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement. The parties agree to accept a digital image (including but not limited to an image in the form of a PDF, JPEG, GIF file, or other e-signature) of this Lease, if applicable, reflecting the execution of one or both of the parties, as a true and correct original.

21.2. CORPORATE AND PARTNERSHIP AUTHORITY. If Tenant is a corporation, limited liability company or partnership, each individual executing this Lease on behalf of the entity represents and warrants that such individual is duly authorized to execute and deliver this Lease and that this Lease is binding upon the corporation, limited liability company or partnership in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of its organizational documents or an appropriate certificate authorizing or evidencing the execution of this Lease.

21.3. EXECUTION OF LEASE; NO OPTION OR OFFER. The submission of this Lease to Tenant shall be for examination purposes only, and shall not constitute an offer to or option for Tenant to lease the Premises. Execution of this Lease by Tenant and its return to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has in fact executed and delivered this Lease to Tenant, it being intended that this Lease shall only become effective upon execution by Landlord and delivery of a fully executed counterpart to Tenant.

21.4. RECORDING. Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.

21.5. AMENDMENTS. No amendment or mutual termination of this Lease shall be effective unless in writing signed by authorized signatories of Tenant and Landlord, or by their respective successors in interest. No actions, policies, oral or informal arrangements, business dealings or other course of conduct by or between the parties shall be deemed to modify this Lease in any respect.

21.6. BROKER DISCLOSURE. By the execution of this Lease, each of Landlord and Tenant hereby acknowledge and confirm (a) receipt of a copy of a Disclosure Regarding Real Estate Agency Relationship conforming to the requirements of California Civil Code 2079.16, and (b) the agency relationships specified in Section 10 of the Basic Lease Provisions, which acknowledgement and confirmation is expressly made for the benefit of Tenant's Broker identified in Section 10 of the Basic Lease Provisions. If there is no Tenant's Broker so identified in Section 10 of the Basic Lease Provisions, then such acknowledgement and confirmation is expressly made for the benefit of Landlord's Broker. By the execution of this Lease, Landlord and Tenant are executing the confirmation of the agency relationships set forth in Section 10 of the Basic Lease Provisions.

ARTICLE 22. MISCELLANEOUS

22.1. NONDISCLOSURE OF LEASE TERMS. Landlord and Tenant acknowledge that the content of this Lease and any related documents are confidential information. Except to the extent disclosure is required by law, Landlord and Tenant shall each keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than to their respective financial, legal and space-planning consultants, provided, however, that Tenant may disclose the terms to prospective subtenants or assignees under this Lease or pursuant to legal requirement.

22.2. TENANT'S FINANCIAL STATEMENTS. The application, financial statements and tax returns, if any, submitted and certified to by Tenant as an accurate representation of its financial condition have been prepared, certified and submitted to Landlord as an inducement and consideration to Landlord to enter into this Lease. Tenant shall during the Term furnish Landlord with current annual financial statements accurately reflecting Tenant's financial condition upon written request from Landlord within 20 days following Landlord's request; provided, however, that (i) unless Tenant is in Default, Landlord shall not request such statements more frequently than once during each calendar year during the Term, and (ii) so long as Tenant is a publicly traded corporation on a nationally recognized stock exchange, the foregoing obligation to deliver the statements shall be waived.

22.3. MORTGAGEE PROTECTION. No act or failure to act on the part of Landlord which would otherwise entitle Tenant to be relieved of its obligations hereunder or to terminate this Lease shall result in such a release or termination unless (a) Tenant has given notice by registered or certified mail to any Mortgagee of a Mortgage covering the Building whose address has been furnished to Tenant and (b) such Mortgagee is afforded a reasonable opportunity to cure the default by Landlord (which shall in no event be less than 60 days), including, if necessary to effect the cure, time to obtain possession of the Building by power of sale or judicial foreclosure provided that such foreclosure remedy is diligently pursued. Tenant shall comply with any written directions by any Mortgagee to pay Rent due hereunder directly to such Mortgagee without determining whether a default exists under such Mortgagee's Mortgage.

22.4. SDN LIST. Landlord and Tenant hereby represent and warrant that neither it nor any officer, director, employee, partner, member or other principal is listed as a Specially Designated National and Blocked Person ("**SDN**") on the list of such persons and entities issued by the U.S. Treasury Office of Foreign Assets Control (OFAC).

LANDLORD:

QUAD DBC HOLDINGS LLC,
a Delaware limited liability company

By DocuSigned by: R
85F5220319634E9...

Ray Wirta
president IPG

By DocuSigned by:
281E908A0D91438...

Douglas G. Holte
President, Office Properties
Office Properties

DS
JM

TENANT:

VYAIRE MEDICAL, INC.,
a Delaware corporation

By DocuSigned by: Kevin Klemz
0137AE5529B5450...

Printed Name Kevin Klemz
Title Executive Vice President, Chief Legal Officer

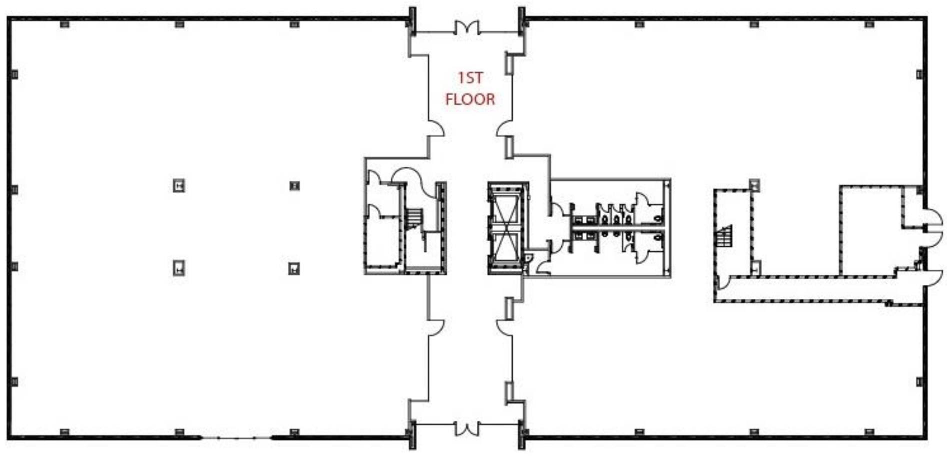
By DocuSigned by: David Stafford
976F20B67E8349B...

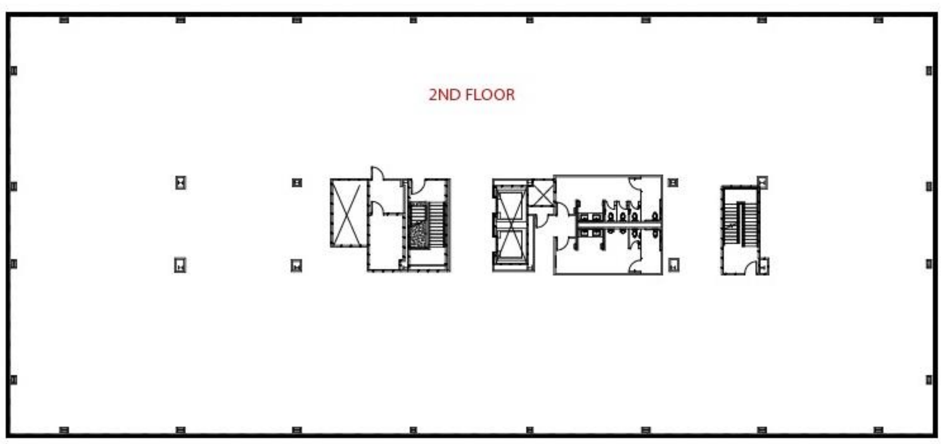
Printed Name David Stafford
Title Chief Financial Officer

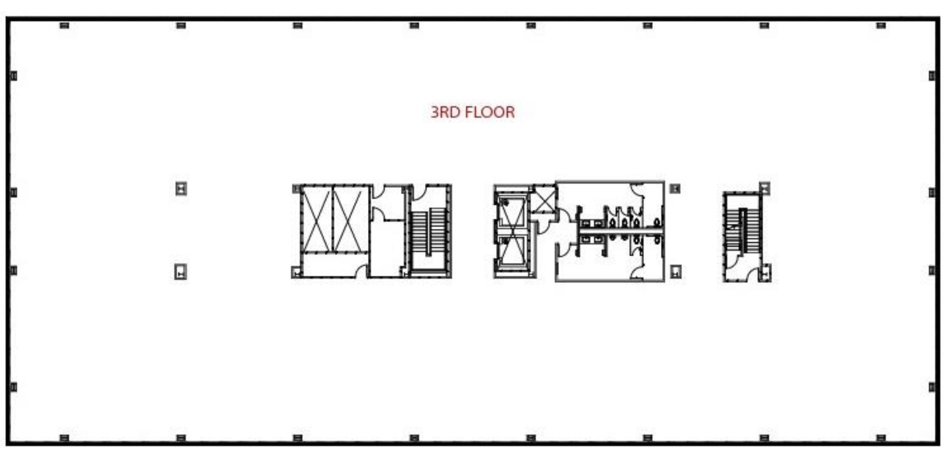
EXHIBIT A

DESCRIPTION OF PREMISES

510 Technology







520 Technology

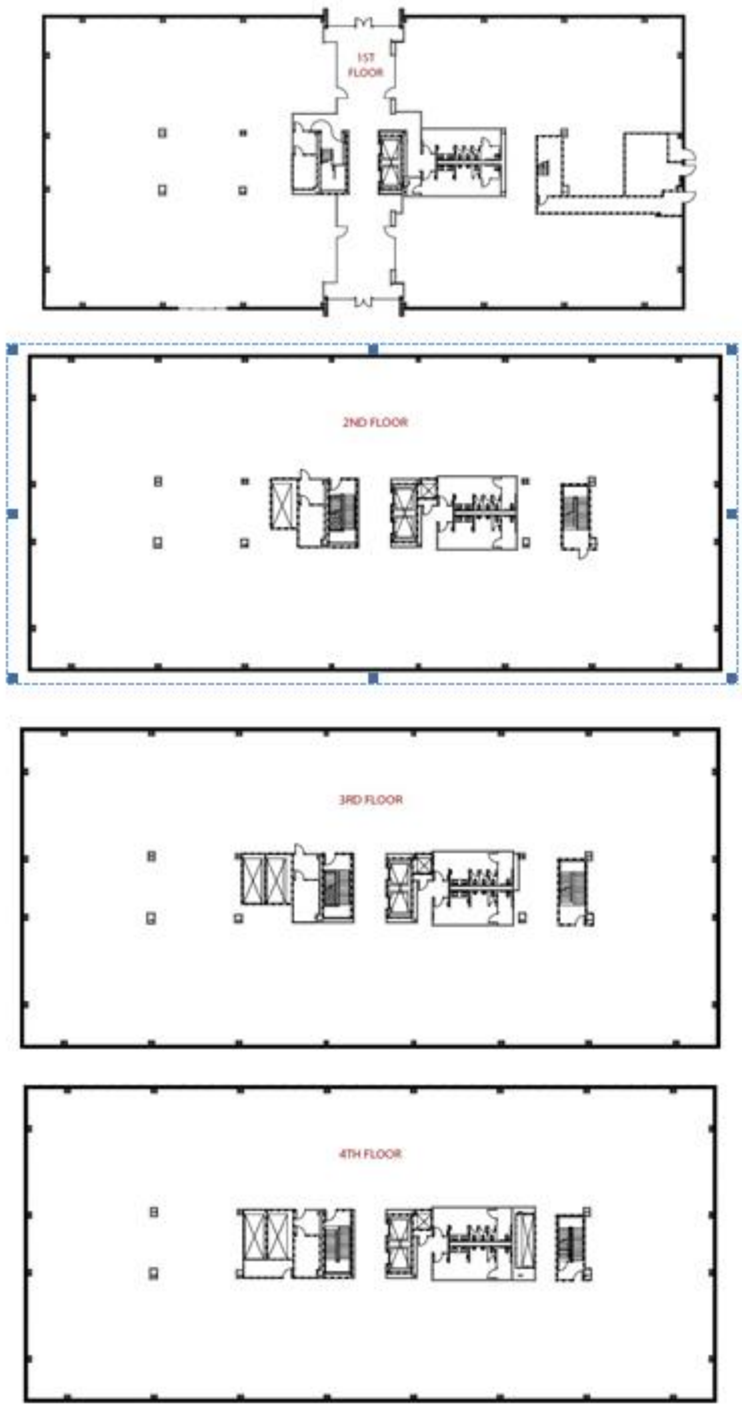
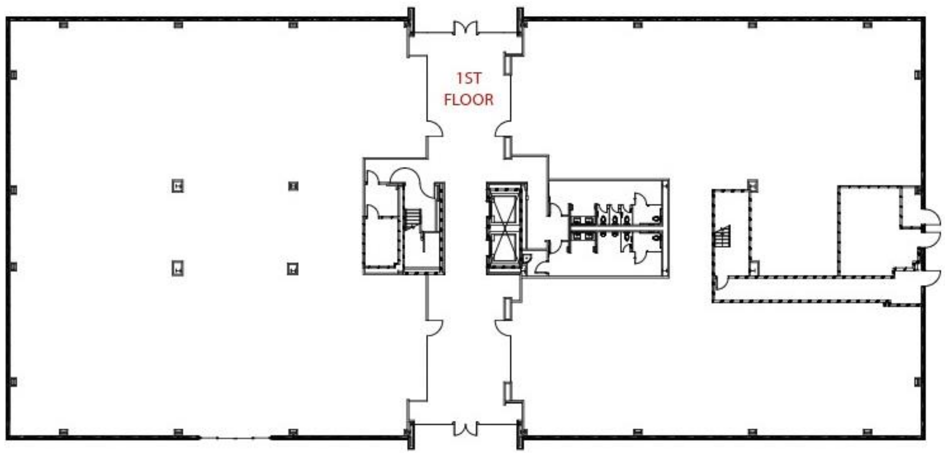


EXHIBIT A-1

EXPANSION SPACE

500 Technology Drive



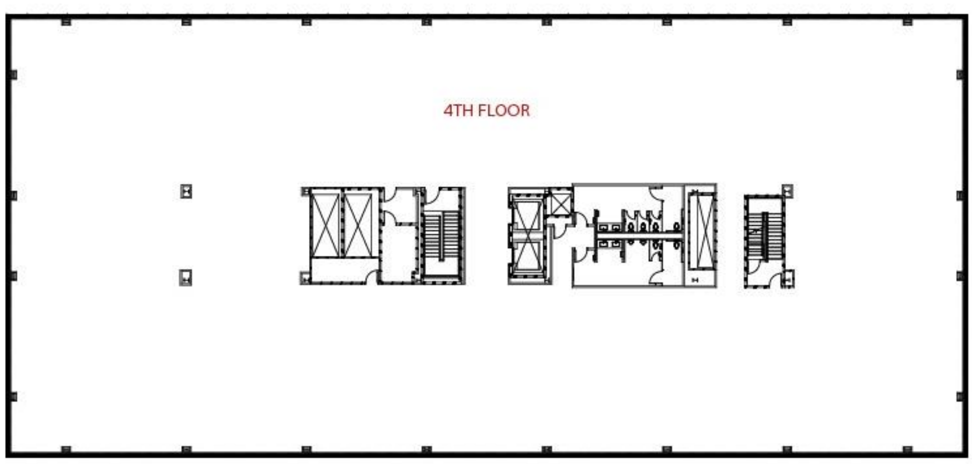


EXHIBIT A-2

FIRST RIGHT SPACE

500 Technology Drive

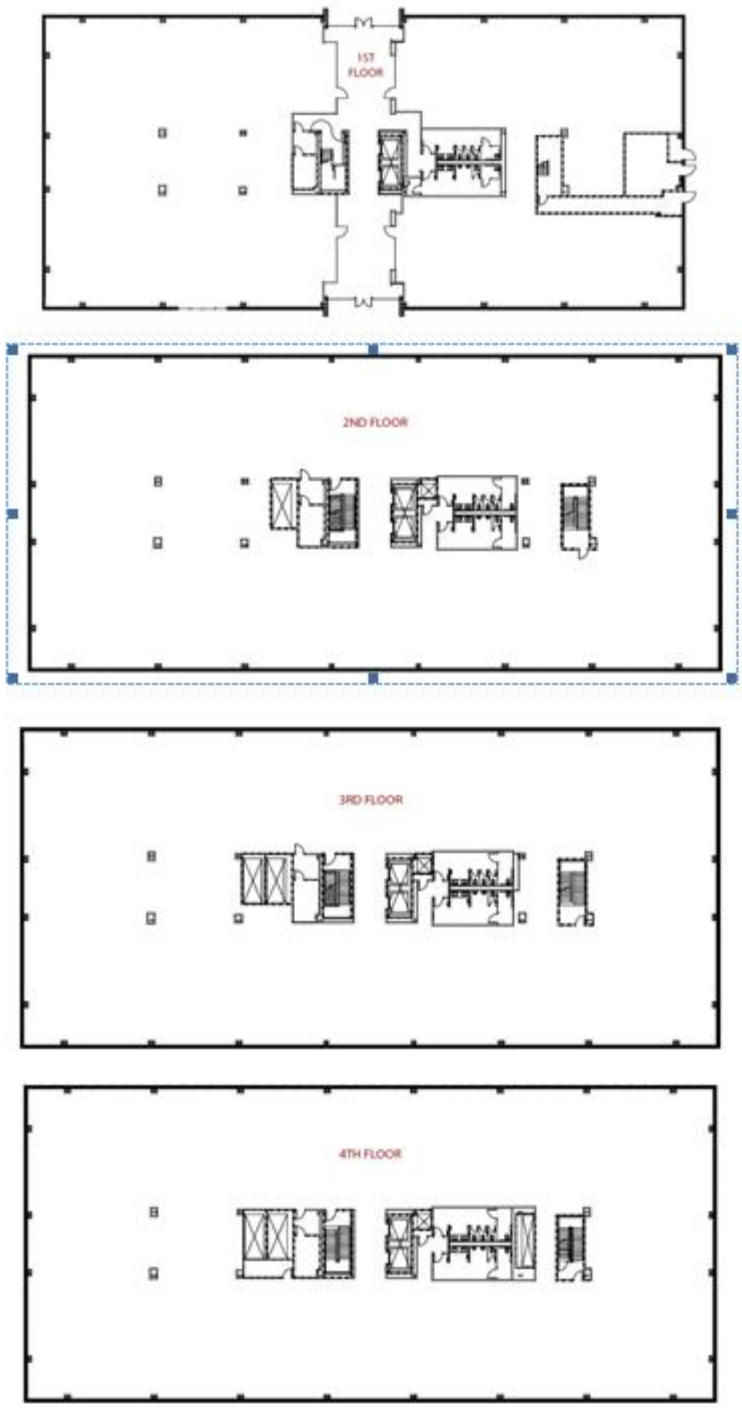


EXHIBIT B

Operating Expenses
(Net)

(a) From and after the Commencement Date, Tenant shall pay to Landlord, as additional rent, Tenant's Share of all Operating Expenses, as defined in Section (f) below, incurred by Landlord in the operation of the Building and the Project. The term "**Tenant's Share**" means that portion of any Operating Expenses determined by multiplying the cost of such item by a fraction, the numerator of which is the Floor Area and the denominator of which is the total rentable square footage, as determined from time to time by Landlord, of (i) the Building, for expenses determined by Landlord to benefit or relate substantially to the Building rather than the entire Project, and (ii) all or some of the buildings in the Project, for expenses determined by Landlord to benefit or relate substantially to all or some of the buildings in the Project rather than any specific building. Landlord reserves the right to allocate to the entire Project any Operating Expenses which may benefit or substantially relate to a particular building within the Project in order to maintain greater consistency of Operating Expenses among buildings within the Project. In the event that Landlord determines that the Premises or the Building incur a non-proportional benefit from any expense, or is the non-proportional cause of any such expense, Landlord may allocate a greater percentage of such Operating Expense to the Premises or the Building. In the event that any management and/or overhead fee payable or imposed by Landlord for the management of Tenant's Premises is calculated as a percentage of the rent payable by Tenant and other tenants of Landlord, then the full amount of such management and/or overhead fee which is attributable to the rent paid by Tenant shall be additional rent payable by Tenant, in full, provided, however, that Landlord may elect to include such full amount as part of Tenant’s Share of Operating Expenses.

(b) Commencing prior to the start of the first full “**Expense Recovery Period**” of the Lease (as defined in Item 7 of the Basic Lease Provisions), and prior to the start of each full or partial Expense Recovery Period thereafter, Landlord shall give Tenant a written estimate of the amount of Tenant's Share of Operating Expenses for the applicable Expense Recovery Period. Tenant shall pay the estimated amounts to Landlord in equal monthly installments, in advance, concurrently with payments of Basic Rent. If Landlord has not furnished its written estimate for any Expense Recovery Period by the time set forth above, Tenant shall continue to pay monthly the estimated Tenant's Share of Operating Expenses in effect during the prior Expense Recovery Period; provided that when the new estimate is delivered to Tenant, Tenant shall, at the next monthly payment date, pay any accrued estimated Tenant's Share of Operating Expenses based upon the new estimate. Landlord may from time to time change the Expense Recovery Period to reflect a calendar year or a new fiscal year of Landlord, as applicable, in which event Tenant’s Share of Operating Expenses shall be equitably prorated for any partial year.

(c) Within 180 days after the end of each Expense Recovery Period, Landlord shall furnish to Tenant a statement (a “**Reconciliation Statement**”) showing in reasonable detail the actual or prorated Tenant's Share of Operating Expenses incurred by Landlord during such Expense Recovery Period, and the parties shall within 30 days thereafter make any payment or allowance necessary to adjust Tenant's estimated payments of Tenant's Share of Operating Expenses, if any, to the actual Tenant's Share of Operating Expenses as shown by the Reconciliation Statement. Any delay or failure by Landlord in delivering any Reconciliation Statement shall not constitute a waiver of Landlord's right to require Tenant to pay Tenant's Share of Operating Expenses pursuant hereto. Any amount due Tenant shall be credited against installments next coming due under this **Exhibit B**, and any deficiency shall be paid by Tenant together with the next installment. Should Tenant fail to object in writing to Landlord's determination of Tenant's Share of Operating Expenses within 60 days following delivery of Landlord's Reconciliation Statement, Landlord's determination of Tenant's Share of Operating Expenses for the applicable Expense Recovery Period shall be conclusive and binding on Tenant for all purposes and any future claims by Tenant to the contrary shall be barred.

(d) Even though this Lease has terminated and the Tenant has vacated the Premises, when the final determination is made of Tenant's Share of Operating Expenses for the Expense Recovery Period in which this Lease terminates, Tenant shall within 30 days of written notice pay the entire increase over the estimated Tenant's Share of Operating Expenses already paid. Conversely, any overpayment by Tenant shall be rebated by Landlord to Tenant not later than 30 days after such final determination. However, in lieu thereof, Landlord may deliver a reasonable estimate of the anticipated reconciliation amount to Tenant prior to the Expiration Date of the Term, in which event the appropriate party shall fund the amount by the Expiration Date.

(e) If, at any time during any Expense Recovery Period, any one or more of the Operating Expenses are increased to a rate(s) or amount(s) in excess of the rate(s) or amount(s) used in calculating the estimated Tenant's Share of Operating Expenses for the year, then the estimate of Tenant's Share of Operating Expenses may be increased by written notice from Landlord for the month in which such rate(s) or amount(s) becomes effective and for all succeeding months by an amount equal to the estimated amount of Tenant's Share of the increase. Landlord shall give Tenant written notice of the amount or estimated amount of the increase, the month in which the increase will become effective, Tenant’s Share thereof and the months for which the payments are due. Tenant shall pay the increase to Landlord as part of the Tenant’s monthly payments of estimated expenses as provided in paragraph (b) above, commencing with the month in which effective.

(f) The term "**Operating Expenses**" shall mean and include all Project Costs, as defined in Section (g) below, and Property Taxes, as defined in Section (h) below.

(g) The term "**Project Costs**" shall mean all expenses of operation, management, repair, replacement and maintenance of the Building and the Project, including without limitation all appurtenant Common Areas (as defined in Section 6.2 of the Lease), and shall include the following charges by way of illustration but not limitation: water and sewer charges; insurance premiums, deductibles, or reasonable premium equivalents or deductible equivalents should Landlord elect to self insure any risk that Landlord is authorized to insure hereunder; license, permit, and inspection fees; light; power; window washing; trash pickup; janitorial services to any interior Common Areas; heating, ventilating and air conditioning; supplies; materials; equipment; tools; reasonable fees for consulting services; access control/security costs, inclusive of the reasonable cost of improvements made to enhance access control systems and procedures; establishment of reasonable reserves for replacement of the roof of the Building; costs incurred in connection with compliance with any laws or changes in laws applicable to the Building or the Project enacted after the Commencement Date; the cost of any capital improvements or replacements (other than tenant improvements for specific tenants) to the extent of the amortized amount thereof over the useful life of such capital improvements or replacements (or, if such capital improvements or replacements are anticipated to achieve a cost savings as to the Operating Expenses, any shorter estimated period of time over which the cost of the capital improvements or replacements would be recovered from the estimated cost savings) calculated at a market cost of funds, all as determined by Landlord, for each year of useful life or shorter recovery period of such capital expenditure whether such capital expenditure occurs during or prior to the Term; costs associated with the maintenance of an air conditioning, heating and ventilation service agreement, and maintenance of any communications or networked data transmission equipment, conduit, cabling, wiring and related telecommunications facilitating automation and control systems, remote telecommunication or data transmission infrastructure within the Building and/or the Project, and any other maintenance, repair and replacement costs associated with such infrastructure; capital costs associated with a requirement related to demands on utilities by Project tenants, including without limitation the cost to obtain additional voice, data and modem connections; labor; reasonably allocated wages and salaries, fringe benefits, and payroll taxes for administrative and other personnel directly applicable to the Building and/or Project, including both Landlord's personnel and outside personnel; any expense incurred pursuant to Sections 6.1, 6.2, 7.2, 10.2, and **Exhibits C** and **F** of the Lease; and reasonable overhead and/or management fees for the professional operation of the Project. It is understood and agreed that Project Costs may include competitive charges for direct services (including, without limitation, management and/or operations services) provided by any subsidiary, division or affiliate of Landlord. Accounting for Operating Expenses shall be consistently applied throughout the Lease Term. In no event shall Landlord be entitled to a reimbursement from tenants for Project Costs and Property Taxes in excess of 100% of the costs actually paid or incurred by Landlord in any applicable fiscal year.

(h) The term "**Property Taxes**" as used herein shall include any form of federal, state, county or local government or municipal taxes, fees, charges or other impositions of every kind (whether general, special, ordinary or extraordinary) related to the ownership, leasing or operation of the Premises, Building or Project, including without limitation, the following: (i) all real estate taxes or personal property taxes levied against the Premises, the Building or Project, as such property taxes may be reassessed from time to time; and (ii) other taxes, charges and assessments which are levied with respect to this Lease or to the Building and/or the Project, and any improvements, fixtures and equipment and other property of Landlord located in the Building and/or the Project, (iii) all assessments and fees for public improvements, services, and facilities and impacts thereon, including without limitation arising out of any Community Facilities Districts, "Mello Roos" districts, similar assessment districts, and any traffic impact mitigation assessments or fees; (iv) any tax, surcharge or assessment which shall be levied in addition to or in lieu of real estate or personal property taxes, and (v) taxes based on the receipt of rent (including gross receipts or sales taxes applicable to the receipt of rent), and (vi) costs and expenses incurred in contesting the amount or validity of any Property Tax by appropriate proceedings. Notwithstanding the foregoing, general net income or franchise taxes imposed against Landlord shall be excluded.

(i) Notwithstanding the foregoing, Operating Expenses shall exclude the following:

(1) Any ground lease rental;

(2) Costs incurred by Landlord with respect to goods and services (including utilities sold and supplied to tenants and occupants of the Building) to the extent that Landlord is reimbursed for such costs other than through the Operating Expense pass-through provisions of such tenants' lease;

(3) Costs incurred by Landlord for repairs, replacements and/or restoration to or of the Building to the extent that Landlord is reimbursed by insurance or condemnation proceeds or by tenants (other than through Operating Expense pass-throughs), warrantors or other third persons;

(4) Costs, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements made for other tenants in the Building or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Building;

(5) Costs arising from Landlord's charitable or political contributions;

(6) Attorneys' fees and other costs and expenses incurred in connection with negotiations or disputes with present or prospective tenants or other occupants of the Building, except those attorneys' fees and other costs and expenses incurred in connection with negotiations, disputes or claims relating to items of Operating Expenses, enforcement of rules and regulations of the Building and such other matters relating to the maintenance of standards required of Landlord under this Lease;

(7) Capital expenditures as determined in accordance with generally accepted accounting principles, consistently applied, and as generally practiced in the real estate industry ("**GAAP**"), except as otherwise provided above;

(8) Brokers commissions, finders' fees, attorneys' fees, entertainment and travel expenses and other costs incurred by Landlord in leasing or attempting to lease space in the Building;

(9) Expenses in connection with services or other benefits which are not offered to Tenant or for which Tenant is charged for directly but which are provided to another tenant or occupant of the Building;

(10) Costs incurred by Landlord due to the violation by Landlord of any law, code, regulation, or ordinance;

(11) Overhead and profit increments paid to subsidiaries or affiliates of Landlord for services provided to the Building to the extent the same exceeds the costs that would generally be charged for such services if rendered on a competitive basis (based upon a standard of similar office buildings in the general market area of the Premises) by unaffiliated third parties capable of providing such service;

(12) Interest on debt or amortization on any mortgage or mortgages encumbering the Building;

(13) Landlord's general corporate overhead, except as it relates to the specific management, operation, repair, replacement and maintenance of the Building or Project;

(14) Costs of installing the initial landscaping and the initial sculpture, paintings and objects of art for the Building and Project;

(15) Advertising expenditures;

(16) Any bad debt loss, rent loss, or reserves for bad debts or rent loss;

(17) Costs associated with the operation of the business of the partnership or entity which constitutes the Landlord, as the same are distinguished from the costs of the operation, management, repair, replacement and maintenance of the Project, including partnership accounting and legal matters, costs of defending any lawsuits with any mortgagee (except as the actions of Tenant may be in issue), costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Project, and costs incurred in connection with any disputes between Landlord and its employees, between Landlord and Project management, or between Landlord and other tenants or occupants;

(18) The wages and benefits of any employee who does not devote substantially all of his or her employed time to the Project unless such wages and benefits are prorated to reflect time spent on operating and managing the Project vis-à-vis time spent on matters unrelated to operating and managing the Project; provided that in no event shall Project Costs include wages and/or benefits attributable to personnel above the level of portfolio property manager or chief engineer;

(19) Costs incurred by Landlord for improvements or replacements (including structural additions), repairs, equipment and tools which are of a "capital" nature and/or which are considered "capital" improvements or replacements under GAAP, except to the extent included in Project Costs pursuant to the definition above or by other express terms of this Lease;

(20) Legal fees and costs, settlements, judgments or awards paid or incurred because of disputes between Landlord and other tenants or prospective occupants or prospective tenants/occupants or providers of goods and services to the Project;

(21) Costs incurred in connection with compliance with any laws or changes in laws applicable to the Building or the Project to the extent enacted or changed prior to the Commencement Date; and

(21) Provided that Tenant leases at least 2 full buildings in the Project, management fees to the extent that they exceed 2.75% of the Basic Rent and Operating Expenses for the Premises.

(j) Provided Tenant is not then in Default hereunder, Tenant shall have the right to cause a certified public accountant, engaged on a non-contingency fee basis, to audit Operating Expenses by inspecting Landlord's general ledger of expenses not more than once during any Expense Recovery Period. However, to the extent that insurance premiums or any other component of Operating Expenses is determined by Landlord on the basis of an internal allocation of costs utilizing information Landlord in good faith deems proprietary, such expense component shall not be subject to audit so long as it does not exceed the amount per square foot typically imposed by landlords of other first class office projects in Orange County, California. Tenant shall give notice to Landlord of Tenant's intent to audit within sixty (60) days after Tenant's receipt of Landlord's expense statement which sets forth Landlord's actual Operating Expenses. Such audit shall be conducted at a mutually agreeable time during normal business hours at the office of Landlord or its management agent where such accounts are maintained. If Tenant's audit determines that actual Operating Expenses have been overstated by more than five percent (5%), then subject to Landlord's right to review and/or contest the audit results, Landlord shall reimburse Tenant for the reasonable out-of-pocket costs of such audit. Tenant's Rent shall be appropriately adjusted to reflect any overstatement in Operating Expenses. All of the information obtained by Tenant and/or its auditor in connection with such audit, as well as any compromise, settlement, or adjustment reached between Landlord and Tenant as a result thereof, shall be held in strict confidence and, except as may be required pursuant to litigation, shall not be disclosed to any third party, directly or indirectly, by Tenant or its auditor or any of their officers, agents or employees. Landlord may require Tenant's auditor to execute a separate confidentiality agreement affirming the foregoing as a condition precedent to any audit.

EXHIBIT C

UTILITIES AND SERVICES

Tenant shall be responsible for and shall pay promptly, directly to the appropriate supplier, all charges for electricity metered to the Premises, telephone, telecommunications service, janitorial service, interior landscape maintenance and all other utilities, materials and services furnished directly to Tenant or the Premises or used by Tenant in, on or about the Premises during the Term, together with any taxes thereon. Landlord shall make a reasonable determination of Tenant's proportionate share of the cost of water, gas, sewer, refuse pickup and any other utilities and services that are not separately metered to the Premises and services, and Tenant shall pay such amount to Landlord, as an item of additional rent, within 10 business days after delivery of Landlord's statement or invoice therefor. Alternatively, Landlord may elect to include such cost in the definition of Project Costs in which event Tenant shall pay Tenant's proportionate share of such costs in the manner set forth in Section 4.2. Tenant shall also pay to Landlord as an item of additional rent, within 10 business days after delivery of Landlord’s statement or invoice therefor, Landlord’s “standard charges” (as hereinafter defined, which shall be in addition to the electricity charge paid to the utility provider) for “after hours” usage by Tenant of each HVAC unit servicing the Premises. If the HVAC unit(s) servicing the Premises also serve other leased premises in the Building, “**after hours**” shall mean usage of said unit(s) before 6:00 A.M. or after 6:00 P.M. on Mondays through Fridays, before 9:00 A.M. or after 1:00 P.M. on Saturdays, and all day on Sundays and nationally-recognized holidays, subject to reasonable adjustment of said hours by Landlord. If the HVAC unit(s) serve only the Premises, “**after hours**” shall mean more than 3,396 hours of usage during any 12 month period during the Term. “After hours” usage shall be determined based upon the operation of the applicable HVAC unit during each of the foregoing periods on a “non-cumulative” basis (that is, without regard to Tenant’s usage or nonusage of other unit(s) serving the Premises, or of the applicable unit during other periods of the Term). In the event Tenant utilizes additional HVAC beyond the 3,396 hours during any 12 month period, then Tenant shall be charged an after-hours charge which is currently $10.00 per hour, per full floor, plus direct utility charges.

EXHIBIT D

TENANT'S INSURANCE

The following requirements for Tenant's insurance shall be in effect during the Term, and Tenant shall also cause any subtenant to comply with the requirements. Landlord reserves the right to adopt reasonable nondiscriminatory modifications and additions to these requirements.

1. Tenant shall maintain, at its sole cost and expense, during the entire Term: (i) commercial general liability insurance with respect to the Premises and the operations of Tenant in, on or about the Premises, on a policy form that is at least as broad as Insurance Service Office (ISO) CGL 00 01 (if alcoholic beverages are sold on the Premises, liquor liability shall be explicitly covered), which policy(ies) shall be written on an "occurrence" basis and for not less than $2,000,000 combined single limit per occurrence for bodily injury, death, and property damage liability; (ii) workers' compensation insurance coverage as required by law, together with employers' liability insurance coverage of at least $1,000,000 each accident and each disease; (iii) with respect to Alterations constructed by Tenant under this Lease, builder's risk insurance, in an amount equal to the replacement cost of the work; and (iv) insurance against fire, vandalism, malicious mischief and such other additional perils as may be included in a standard "special form" policy, insuring all Alterations, trade fixtures, furnishings, equipment and items of personal property in the Premises. In no event shall the limits of any policy be considered as limiting the liability of Tenant under this Lease.

2. All policies of insurance required to be carried by Tenant pursuant to this **Exhibit D** shall be written by insurance companies authorized to do business in the State of California and with a general policyholder rating of not less than "A-" and financial rating of not less than "VII" in the most current Best's Insurance Report. Tenant shall be responsible for payment of such deductible or retained limit with waiver of subrogation in favor of Landlord. Any insurance required of Tenant may be furnished by Tenant under any blanket policy carried by it or under a separate policy. A certificate of insurance, certifying that the policy has been issued, provides the coverage required by this Exhibit and contains the required provisions, together with endorsements acceptable to Landlord evidencing the waiver of subrogation and additional insured provisions required below, shall be delivered to Landlord prior to the date Tenant is given the right of possession of the Premises. Upon Landlord's written request, Tenant shall promptly deliver to Landlord evidence of the renewal of any insurance coverage. In the event of a loss covered by any policy under which Landlord is an additional insured, Landlord shall be entitled to review the relevant portions of such policy.

3. Tenant's commercial general liability insurance shall contain a provision that the policy shall be primary to and noncontributory with any policies carried by Landlord, together with a provision including Landlord and any other parties in interest designated by Landlord as additional insureds. Tenant's policies described in Subsections 1 (ii), (iii) and (iv) above shall each contain a waiver by the insurer of any right to subrogation against Landlord, its agents, employees, contractors and representatives. Tenant also waives its right of recovery for any deductible or retained limit under same policies enumerated above. Tenant shall also name Landlord as an additional insured on any excess or umbrella liability insurance policy carried by Tenant.

NOTICE TO TENANT: IN ACCORDANCE WITH THE TERMS OF THIS LEASE, TENANT MUST PROVIDE EVIDENCE OF THE REQUIRED INSURANCE TO LANDLORD'S MANAGEMENT AGENT PRIOR TO BEING AFFORDED ACCESS TO THE PREMISES.

EXHIBIT E

RULES AND REGULATIONS

The following Rules and Regulations shall be in effect at the Building. Landlord reserves the right to adopt reasonable nondiscriminatory modifications and additions at any time. In the case of any conflict between these regulations and the Lease, the Lease shall be controlling.

1. The sidewalks, halls, passages, elevators, stairways, and other common areas shall not be obstructed by Tenant or used by it for storage, for depositing items, or for any purpose other than for ingress to and egress from the Premises. Should Tenant have access to any balcony or patio area, Tenant shall not place any furniture other personal property in such area without the prior written approval of Landlord.

2. Except in connection with activities relating to the Dish (defined below), neither Tenant nor any employee or contractor of Tenant shall go upon the roof of the Building without the prior written consent of Landlord.

3. Tenant shall, at its expense, be required to utilize the third party contractor designated by Landlord for the Building to provide any telephone wiring services from the minimum point of entry of the telephone cable in the Building to the Premises.

4. Except as otherwise expressly provided in this Lease, no antenna or satellite dish shall be installed by Tenant without the prior written agreement of Landlord.

5. The sashes, sash doors, windows, glass lights, solar film and/or screen, and any lights or skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. If Landlord, by a notice in writing to Tenant, shall object to any curtain, blind, tinting, shade or screen attached to, or hung in, or used in connection with, any window or door of the Premises, the use of that curtain, blind, tinting, shade or screen shall be immediately discontinued and removed by Tenant. Interior of the Premises visible from the exterior must be maintained in a visually professional manner and consistent with a first class office building. Tenant shall not place any unsightly items (as determined by Landlord in its reasonable discretion) along the exterior glass line of the Premises including, but not limited to, boxes, and electrical and data cords. No awnings shall be permitted on any part of the Premises.

6. The installation and location of any unusually heavy equipment in the Premises, including without limitation file storage units, safes and electronic data processing equipment, shall require the prior written approval of Landlord. The moving of large or heavy objects shall occur only between those hours as may be designated by, and only upon previous notice to, Landlord. No freight, furniture or bulky matter of any description shall be received into or moved out of the lobby of the Building or carried in any elevator other than the freight elevator (if available) designated by Landlord unless approved in writing by Landlord.

7. Any pipes or tubing used by Tenant to transmit water to an appliance or device in the Premises must be made of copper or stainless steel, and in no event shall plastic tubing be used for that purpose.

8. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent, which consent shall not be unreasonably withheld. Upon the termination of its tenancy, Tenant shall deliver to Landlord all the keys to offices, rooms and toilet rooms and all access cards which shall have been furnished to Tenant or which Tenant shall have had made.

9. Tenant shall not install equipment requiring electrical or air conditioning service in excess of that to be provided by Landlord under the Lease without prior written approval from Landlord.

10. Tenant shall not use space heaters within the Premises.

11. Tenant shall not do or permit anything to be done in the Premises, or bring or keep anything in the Premises, which shall in any way increase the insurance on the Building, or on the property kept in the Building, or interfere with the rights of other tenants, or conflict with any government rule or regulation.

12. Tenant shall not use or keep any foul or noxious gas or substance in the Premises.

13. Tenant shall not permit the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business with other tenants.

14. Tenant shall not permit any pets or animals in or about the Building. Bona fide service animals are permitted provided such service animals are pre-approved by Landlord, remain under the direct control of the individual they serve at all times, and do not disturb or threaten others.

15. Neither Tenant nor its employees, agents, contractors, invitees or licensees shall bring any firearm, whether loaded or unloaded, into the Project at any time.

16. Smoking tobacco, including via personal vaporizers or other electronic cigarettes, anywhere within the Premises, Building or Project is strictly prohibited except that smoking tobacco may be permitted outside the Building and within the Project only in areas designated by Landlord. Smoking, vaping, distributing, growing or manufacturing marijuana or any marijuana derivative anywhere within the Premises, Building or Project is strictly prohibited.

17. Tenant shall not install an aquarium of any size in the Premises unless otherwise approved by Landlord.

18. Tenant shall not utilize any name selected by Landlord from time to time for the Building and/or the Project as any part of Tenant's corporate or trade name. Landlord shall have the right to change the name, number or designation of the Building or Project without liability to Tenant. Tenant shall not use any picture of the Building in its advertising, stationery or in any other manner.

19. Tenant shall, upon request by Landlord, supply Landlord with the names and telephone numbers of personnel designated by Tenant to be contacted on an after-hours basis should circumstances warrant.

20. Landlord may from time to time grant tenants individual and temporary variances from these Rules, provided that any variance does not have a material adverse effect on the use and enjoyment of the Premises by Tenant.

21. Fitness Center Rules. Tenant shall cause its employees (whether members or prospective members of the Fitness Center) to comply with the following Fitness Center rules and regulations (subject to change from time to time as Landlord may solely determine):

(a) Membership in the Fitness Center is open to the tenants of Landlord or its affiliates only. No guests will be permitted to use the Fitness Center without the prior written approval of Landlord or Landlord's representative.

(b) Fitness Center users are not allowed to be in the Fitness Center other than the hours designated by Landlord from time to time. Landlord shall have the right to alter the hours of use of the Fitness Center, at Landlord's sole discretion.

(c) All Fitness Center users must execute Landlord's Waiver of Liability prior to use of the Fitness Center and agree to all terms and conditions outlined therein.

(d) Individual membership and guest keycards to the Fitness Center shall not be shared and shall only be used by the individual to whom such keycard was issued. Failure to abide by this rule may result in immediate termination of such Fitness Center user's right to use the Fitness Center.

(e) All Fitness Center users and approved guests must have a pre-authorized keycard to enter the Fitness Center. A pre-authorized keycard shall not be issued to a prospective Fitness Center user until receipt by Landlord of Landlord's initial fee, if any, for use of the Fitness Center by such Fitness Center user(s).

(f) Use of the Fitness Center is a privilege and not a right. Failure to follow gym rules or to act inappropriately while using the facilities shall result in termination of Tenant's Fitness Center privileges.

EXHIBIT F

PARKING

During the initial Term, Tenant shall be entitled to the number of vehicle parking spaces set forth in Item 11 of the Basic Lease Provisions at no charge, which spaces shall be unreserved and unassigned, on those portions of the Common Areas designated by Landlord for parking. Tenant shall not use more parking spaces than such number. In the event construction for Tenant's services or loading areas result in the utilization or removal of parking stalls, such stalls shall be reduced from Tenant's parking allocation in this Lease. All parking spaces shall be used only for parking of vehicles no larger than full size passenger automobiles, sport utility vehicles or pickup trucks. Landlord, at its sole cost, shall install up to 16 electric vehicle charging stations to service the Project. Tenant may reserve up to 20 of the allotted vehicle parking spaces in a mutually agreed upon location adjacent to the Building for visitors or carpools. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described above, then Landlord shall have the right, without notice, in addition to such other rights and remedies that Landlord may have, to remove or tow away the vehicle involved and charge the costs to Tenant. Parking within the Common Areas shall be limited to striped parking stalls, and no parking shall be permitted in any driveways, access ways or in any area which would prohibit or impede the free flow of traffic within the Common Areas. There shall be no parking of any vehicles for longer than a forty-eight (48) hour period unless otherwise authorized by Landlord, and vehicles which have been abandoned or parked in violation of the terms hereof may be towed away at the owner's expense. Nothing contained in this Lease shall be deemed to create liability upon Landlord for any damage to motor vehicles of visitors or employees, for any loss of property from within those motor vehicles, or for any injury to Tenant, its visitors or employees, unless caused by the negligence or willful misconduct of Landlord. Landlord shall have the right to establish, and from time to time amend, and to enforce against all users all reasonable rules and regulations (including the designation of areas for employee parking) that Landlord may deem necessary and advisable for the proper and efficient operation and maintenance of parking within the Common Areas. Landlord shall have the right to construct, maintain and operate lighting facilities within the parking areas; to change the area, level, location and arrangement of the parking areas and improvements therein; to restrict parking by tenants, their officers, agents and employees to employee parking areas; to enforce parking charges (by operation of meters or otherwise); and to do and perform such other acts in and to the parking areas and improvements therein as, in the use of good business judgment, Landlord shall determine to be advisable. Any person using the parking area shall observe all directional signs and arrows and any posted speed limits. In no event shall Tenant interfere with the use and enjoyment of the parking area by other tenants of the Project or their employees or invitees. Parking areas shall be used only for parking vehicles. Washing, waxing, cleaning or servicing of vehicles, or the storage of vehicles for longer than 48-hours, is prohibited unless otherwise authorized by Landlord. Tenant shall be liable for any damage to the parking areas caused by Tenant or Tenant's employees, suppliers, shippers, customers or invitees, including without limitation damage from excess oil leakage. Tenant shall have no right to install any fixtures, equipment or personal property in the parking areas. Tenant shall not assign or sublet any of the vehicle parking spaces, either voluntarily or by operation of law, without the prior written consent of Landlord, except in connection with an authorized assignment of this Lease or subletting of the Premises.

EXHIBIT G

ADDITIONAL PROVISIONS

1. RIGHT TO EXTEND. Provided that Tenant is not in Default under any provision of this Lease at the time of exercise of each extension right granted herein, and provided further that Tenant is occupying the entire Premises and has not assigned or sublet any of its interest in this Lease (except in connection with a Permitted Transfer of this Lease to an Affiliate as described in Section 9.1(e) hereof), Tenant may extend the Term of this Lease for two periods of 60 months each, which extension shall include the Expansion Space (defined below) if Tenant has exercised the Expansion Option as set forth in Section 2. Tenant shall exercise its right to extend the Term by and only by delivering to Landlord, not less than 12 months nor more than 15 months prior to the expiration date of the then applicable Term, Tenant's written notice of its irrevocable commitment to extend (the "**Commitment Notice**"). Should Tenant fail timely to deliver the Commitment Notice, then this extension right shall thereupon lapse and be of no further force or effect.

The Basic Rent payable under the Lease during the extension of the Term shall be at the prevailing market rental rate (including periodic adjustments) for comparable and similarly improved office space being leased by Landlord in the Project as of the commencement of the extension period, based on a reasonable extrapolation of Landlord's then-current leasing rates (the "**Prevailing Rate**"). In the event that the parties are not able to agree on the Prevailing Rate within 120 days prior to the expiration date of the Term, then either party may elect, by written notice to the other party, to cause said rental, including subsequent adjustments, to be determined by appraisal as follows.

Within 10 days following receipt of such appraisal election, the parties shall attempt to agree on an appraiser to determine the Prevailing Rate. If the parties are unable to agree in that time, then each party shall designate an appraiser within 10 business days thereafter. Should either party fail to so designate an appraiser within that time, then the appraiser designated by the other party shall determine the Prevailing Rate. Should each of the parties timely designate an appraiser, then the two appraisers so designated shall appoint a third appraiser who shall, acting alone, determine the fair market rental value of the Premises. Any appraiser designated hereunder shall have an M.A.I. certification or equivalent with not less than 5 years experience in the valuation of commercial office buildings in Orange County, California.

Within 10 business days following the selection of the appraiser, Landlord and Tenant shall each submit in writing to the appraiser its determination of the rental rate for the extension period (respectively, the "**Landlord's Determination**" and the "**Tenant's Determination**"). Should either party fail timely to submit its rental determination, then the determination of the other party shall be conclusive and binding on the parties. The appraiser shall not disclose to either party the rental determination of the other party until the expiration of that 10 business day period or, if sooner, the appraiser's receipt of both the Landlord's Determination and the Tenant's Determination.

Within 30 days following the selection of the appraiser and such appraiser's receipt of the Landlord's Determination and the Tenant's Determination, the appraiser shall determine whether the rental rate determined by Landlord or by Tenant more accurately reflects the Prevailing Rate for the Premises, as reasonably extrapolated to the commencement of the extension term. Accordingly, either the Landlord's Determination or the Tenant's Determination shall be selected by the appraiser as the fair market rental rate for the extension period. In determining such value, the appraiser shall first consider rental comparables for the Building and the Project, provided that if adequate comparables do not exist then the appraiser may consider transactions involving similarly improved space owned by Landlord or its affiliates in the vicinity with appropriate adjustments for differences in location and quality of project. In no event shall the appraiser attribute factors for market tenant improvement allowances or brokerage commissions to reduce said fair market rental. At any time before the decision of the appraiser is rendered, either party may, by written notice to the other party, accept the rental terms submitted by the other party, in which event such terms shall be deemed adopted as the agreed fair market rental. The fees of the appraiser(s) shall be shared equally by both parties.

Within 20 days after the determination of the Prevailing Rate, Landlord shall prepare a reasonably appropriate amendment to this Lease for the extension period and Tenant shall execute and return same to Landlord, or provide specific written objections thereto, within 10 business days. Should the Prevailing Rate not be established by the commencement of the extension period, then Tenant shall continue paying rent at the rate in effect during the last month of the initial Term, and a lump sum adjustment shall be made promptly upon the determination of such new rental.

If Tenant fails to timely comply with any of the provisions of this paragraph, Tenant's right to extend the Term may, at Landlord's election and in addition to any other remedies that may be available to Landlord, be extinguished, in which event the Lease shall automatically terminate as of the initial expiration date of the Term. Any attempt to assign or transfer any right or interest created by this Section to other than an Affiliate shall be void from its inception. Tenant shall have no other right to extend the Term beyond the two 60 month extension periods created by this Section. Unless agreed to in a writing signed by Landlord and Tenant, any extension of the Term, whether created by an amendment to this Lease or by a holdover of the Premises by Tenant, or otherwise, shall be deemed a part of, and not in addition to, any duly exercised extension period permitted by this paragraph. Tenant's Right to Extend is subject and subordinate to the expansion rights (whether such rights are designated as a right of first offer, right of first refusal, expansion option or otherwise) of any tenant of the Building existing on the date hereof. Time is specifically made of the essence in this Section.

2. EXPANSION OPTION. Tenant shall have the option (the "**Expansion Option**") to lease either the 1st floor or 4th floor of the building located at 500 Technology Drive in the Project as shown on **Exhibit A-1** to this Lease (the "**Expansion Space**") if: (a) Landlord receives written notice (the "**Expansion Notice**") from Tenant of the exercise of its Expansion Option on or before December 31, 2017; (b) Tenant is not in Default under the Lease beyond any applicable cure periods at the time that Landlord receives the Expansion Notice; (c) no part of the Premises is sublet (except to an Affiliate pursuant to Section 9.1(e) hereof) at the time Landlord receives the Expansion Notice; (d) the Lease has not been assigned (except to an Affiliate pursuant to Section 9.1(e) hereof) prior to the date that Landlord receives the Expansion Notice, and (e) Landlord has not delivered a "First Right Notice" with respect to the Expansion Space pursuant to Section 3 below.

The initial annual Basic Rent rate per rentable square foot for the Expansion Space shall be the same as the Basic Rent rate per rentable square foot for the initial Premises on the date the term for the Expansion Space commences. The Basic Rent rate for the Expansion Space shall increase at such times and in such amount as Basic Rent for the initial Premises, it being the intent of Landlord and Tenant that the Basic Rent rate per rentable square foot for the Expansion Space shall always be the same as the Basic Rent rate per rentable square foot for the initial Premises. Basic Rent attributable to the Expansion Space shall be payable in monthly installments in accordance with the terms and conditions of the Lease.

Tenant shall pay Operating Expenses for the Expansion Space on the same terms and conditions set forth in this Lease. Tenant shall be entitled to receive an improvement allowance (the "**Improvement Allowance**") $77.00 per square foot of rentable area in the Expansion Space leased by Tenant.

The term for the Expansion Space shall commence on the Commencement Date, and shall end, unless sooner terminated pursuant to the terms of the Lease, on the Expiration Date of the Lease, it being the intention of the parties hereto that the term for the Expansion Space and the Term for the initial Premises shall be coterminous.

If Tenant is entitled to and properly exercises the Expansion Option, Landlord shall prepare an amendment (the "**Expansion Amendment**") to reflect the commencement date of the term for the Expansion Space and the changes in Basic Rent, Floor Area of Premises, Tenant's Share and other appropriate terms. A copy of the Expansion Amendment shall be sent to Tenant within a reasonable time after Landlord's receipt of the Expansion Notice, and Tenant shall execute and return the Expansion Amendment to Landlord, or provide specific written objections thereto, within 10 business days thereafter, but an otherwise valid exercise of the Expansion Option shall be fully effective whether or not the Expansion Amendment is executed.

3**. RIGHT OF FIRST OFFER**. Provided Tenant is not then in Default hereunder, and provided further that Tenant is occupying the entire Premises and has not assigned or sublet any of its interest in the Lease (except in connection with a Permitted Transfer of this Lease to an Affiliate as described in Section 9.1(e) hereof), Landlord hereby grants Tenant the continuing right ("**First Right**") to lease, effective as of the mutual execution of this Lease and continuing until the expiration of the initial 120 month Term of this Lease, any office space in the building located at 500 Technology Drive in the Project and shown on **Exhibit A-2** hereto ("**First Right Space**") in accordance with and subject to the provisions of this Section; provided however, this First Right shall cease to be effective during the final 12 months of the Term unless and until Tenant exercises its extension option set forth in Section 1 of **Exhibit G** above. Except as otherwise provided below, prior to leasing the First Right Space, or any portion thereof, to any other party during the period that this First Right is in effect and after determining that the existing tenant in the First Right Space will not extend or renew the term of its lease, Landlord shall give Tenant written notice (the "**First Right Notice**") of the basic economic terms including but not limited to the Basic Rent, term, operating expense base, security deposit, and tenant improvement allowance (collectively, the "**Economic Terms**"), upon which Landlord is willing to lease such particular First Right Space to Tenant or to a third party; provided that the Economic Terms shall exclude brokerage commissions and other Landlord payments that do not directly inure to the tenant's benefit. It is understood that should Landlord intend to lease other office space in addition to the First Right Space as part of a single transaction, then Landlord's notice shall so provide and all such space shall collectively be subject to the following provisions. Within 5 business days after receipt of Landlord's notice, Tenant must give Landlord written notice pursuant to which Tenant shall elect to (i) lease all, but not less than all, of the space specified in Landlord's notice (the "**Designated Space**") upon such Economic Terms and the same non-Economic Terms as set forth in this Lease; (ii) refuse to lease the Designated Space, specifying that such refusal is not based upon the Economic Terms, but upon Tenant's lack of need for the Designated Space, in which event Landlord may lease the Designated Space upon any terms it deems appropriate; or (iii) refuse to lease the Designated Space, specifying that such refusal is based upon said Economic Terms, in which event Tenant shall also specify revised Economic Terms upon which Tenant shall be willing to lease the Designated Space. In the event that Tenant does not so respond in writing to Landlord's notice within said period, Tenant shall be deemed to have elected clause (ii) above. In the event Tenant gives Landlord notice pursuant to clause (iii) above, Landlord may elect to either (x) lease the Designated Space to Tenant upon such revised Economic Terms and the same other non-Economic Terms as set forth in this Lease or as otherwise agreed to by the parties, or (y) lease the Designated Space to any third party upon Economic Terms which are not materially more favorable to such party than those Economic Terms proposed by Tenant. Should Landlord so elect to lease the Designated Space to Tenant, then

Landlord shall promptly prepare and deliver to Tenant an amendment to this Lease consistent with the foregoing, and Tenant shall execute and return same to Landlord, or provide specific written objections thereto, within 10 business days. Tenant's failure to timely return the amendment shall entitle Landlord to specifically enforce Tenant's commitment to lease the Designated Space, to lease such space to a third party, and/or to pursue any other available legal remedy. In the event that Landlord leases the First Right Space, or any portion thereof, to a third party in accordance with the provisions of this Section, and during the effective period of this First Right the First Right Space, or any portion thereof, shall again become available for releasing, then prior to Landlord entering into any such new lease with a third party other than the then-current occupant thereof for the First Right Space, Landlord shall repeat the procedures specified above in this Section. Notwithstanding the foregoing, it is understood that Landlord shall in no event be obligated to initiate this First Right prior to leasing any portion of the First Right Space to the then-current occupant thereof. Tenant's rights under this Section shall be personal to the original Tenant named in this Lease and may not be assigned or transferred (except in connection with a Permitted Transfer of this Lease to an Affiliate as described in Section 9.1(e) hereof). Any other attempted assignment or transfer shall be void and of no force or effect. Time is specifically made of the essence of this Section.

4. SATELLITE DISH. Tenant shall have the right to maintain and operate within an area designated by Landlord on the roof of the Building (the "**Licensed Area**"), during the Term of this Lease, one (1) satellite dish (the "**Dish**") up to twenty-four (24) inches in diameter (of which the height, appearance and installation procedures must be approved in writing by Landlord) in accordance with and subject to the following terms. Landlord may impose a reasonable architectural review fee in connection with its approval of the Dish, and Tenant shall pay same promptly following demand. Tenant shall, concurrently with its payment of Basic Rent, pay to Landlord a monthly license fee for the Dish commensurate with the fee then being charged by Landlord from time to time in its office building portfolio; provided that Landlord agrees to waive such fee during the initial 120 month Term. Tenant shall utilize a contractor acceptable to Landlord to install the Dish, which contractor shall comply with Landlord's construction rules for the Building, including without limitation Landlord's standard insurance requirements. Landlord reserves the right upon reasonable notice to Tenant to require either (a) the relocation of all equipment installed by Tenant to another location on the roof of the Building, or (b) the removal of any or all of such equipment should Landlord determine that its presence may result in damage to the Building and that Tenant has not made satisfactory arrangements to protect Landlord therefrom. Tenant shall use the Licensed Area only for the operation and maintenance of the Dish and the necessary mechanical and electrical equipment to service the Dish. The right to utilize the Dish and Licensed Area shall be limited solely to Tenant, and in no event may Tenant assign or sublicense such right (except in connection with an assignment of this Lease to an Affiliate as described in Section 9.1(e) hereof). Tenant shall not use or permit any other person to use the Licensed Area for any improper use or for any operation which would constitute a nuisance, and Tenant shall at all times conform to and cause all persons using any part of the Licensed Area to comply with all public laws, ordinances and regulations from time to time applicable thereto and to all operations thereon. Tenant shall require its employees, when using the Licensed Area, to stay within the immediate confines thereof. In the event a cable television system is operating in the area, Tenant shall at all times conduct its operations so as to ensure that the cable television system shall not be subject to harmful interference as a result of such operations by Tenant. Upon notification from Landlord of any such interference, Tenant agrees to immediately take the necessary steps to correct such situation, and Tenant's failure to do so shall be deemed a default under the terms of this Lease. During the Lease Term, Tenant shall comply with any standards promulgated by applicable governmental authorities or otherwise reasonably established by Landlord regarding the generation of electromagnetic fields. Should Landlord determine in good faith at any time that the Dish poses a health or safety hazard to occupants of the Building, Landlord may require Tenant to remove the Dish or make other arrangements satisfactory to Landlord. Any claim or liability resulting from the use of the Dish shall be subject to Tenant's indemnification obligation as set forth in Section 10.3 of the Lease. Upon the expiration or earlier termination of this Lease, Tenant shall remove the Dish and all other equipment installed by it and shall restore the Licensed Area to its original condition.

5. GENERATOR. Tenant shall have the right to install, at Tenant's sole cost and expense, a generator in a mutually agreed upon location at the Building, together with supplemental fuel lines and related connections to the Building (collectively, the "**Generator**"). Any fuel container used in connection with the Generator must be maintained by Tenant above-ground and in compliance with all applicable legal requirements. Landlord may require Tenant to install an enclosure acceptable to Landlord to screen the Generator. All work shall be performed by a contractor approved by Landlord and in accordance with Landlord's construction rules and insurance requirements. The Generator shall be deemed to be a part of the Premises for purposes of the indemnification and insurance provisions of this Lease; provided, however, Tenant shall not be charged any rent therefor. Repair and maintenance of the Generator shall be the sole responsibility of Tenant. At Landlord's option, Landlord may require, by written notice to Tenant prior to installation of the Generator, that Tenant remove the Generator and all related facilities upon the expiration or earlier termination of the Term, and in such event Tenant shall repair all damage to the Building resulting from the installation or removal of the Generator, at Tenant's sole cost and expense.

6. EXTERIOR SIGNAGE. Tenant shall have the right to install the following exterior signs ("**Exterior Signage**"): (i) two signs on the Building top of the 510 Building, (ii) two signs on the Building top of the 520 Building and (iii) one sign slot on the Project monument sign on Sand Canyon Avenue, which signage shall consist only of the name "Vyaire" or "Vyaire Medical." The type and design of such signage shall be subject to the prior written approval of Landlord and the City of Irvine, and shall be consistent with Landlord's signage criteria for the Project. Fabrication, installation, insurance, and maintenance of such signage shall be at Tenant's sole cost and expense. Subject to Landlord's reasonable approval, Tenant shall be permitted to use a contractor designated by Tenant for installing the Exterior Signage. Except for the foregoing, no sign, advertisement or notice visible from the exterior of the Premises shall be inscribed, painted or affixed by Tenant on any part of the Premises without the prior consent of Landlord. Tenant's signage right shall belong solely to Tenant and may not be transferred or assigned without Landlord's prior written consent which may be withheld by Landlord in Landlord's sole discretion. Notwithstanding the foregoing, but subject to the provisions for an "Objectionable Name" as hereinafter provided, the parties agree that Tenant's signage rights shall be assignable to any transferee in connection with a Permitted Transfer under this Lease. Tenant's signage shall not have a name which relates to an entity which is of a character or reputation, or is associated with a political faction or orientation, which is inconsistent with the quality of the Project, or which would otherwise reasonably offend a landlord of comparable institutionally owned office buildings located in Irvine, California (an "**Objectionable Name**"). Tenant shall remove such signage promptly following the expiration or earlier termination of the Lease. Any such removal shall be at Tenant's sole expense, and Tenant shall bear the cost of any resulting repairs to the Building that are reasonably necessary due to the removal.

7. TENANT'S SECURITY SYSTEM. Subject to the terms of this Lease, including, without limitation Section 7.3 of this Lease, Tenant may, at its own expense, install its own security system ("**Tenant's Security System**") in the Premises, provided, however, that Tenant shall coordinate the installation and operation of Tenant's Security System with Landlord to assure that Tenant's Security is compatible with Landlord's security system and the Building's systems and equipment and to the extent that Tenant's Security System is not compatible with Landlord's security system and the Building systems equipment, Tenant shall not be entitled to install or operate it (and Tenant shall not actually install or operate Tenant's Security System unless Tenant has obtained Landlord's approval of such compatability in writing prior to such installation or operation). Tenant shall be solely responsible, at Tenant's sole cost and expense, for the monitoring, operation and removal of Tenant's Security System.

8. FITNESS CENTER AND SHOWER FACILITY. Subject to the provisions of this Section 8, so long as Tenant is not in Default under this Lease, and provided Tenant's employees execute Landlord's standard waiver of liability form and pay the applicable one time or monthly fee, if any, then Tenant's employees (the "**Fitness Center Users**") shall be entitled to use the fitness center (the "**Fitness Center**") and the shower facility (the "**Shower Facility**") located at the Project. No separate charges shall be assessed to Fitness Center Users for the use of the Fitness Center (with the exception of towel/laundry fees, if any) during the initial Term of this Lease, provided, however, that the costs of operating, maintaining and repairing the Fitness Center shall be included as part of Operating Expenses. The use of the Fitness Center and Shower Facility shall be subject to the reasonable rules and regulations (including rules regarding hours of use) established from time to time by Landlord. Landlord and Tenant acknowledge that the use of the Fitness Center by the Fitness Center Users shall be at their own risk and that the terms and provisions of Section 10.3 of this Lease shall apply to Tenant and the Fitness Center Users' use of the Fitness Center. Tenant acknowledges that the provisions of this Section shall not be deemed to be a representation by Landlord that Landlord shall continuously maintain the Fitness Center (or any other fitness facility) and Shower Facility throughout the Term of this Lease, and Landlord shall have the right, at Landlord's sole discretion, to expand, contract, eliminate or otherwise modify the Fitness Center. No expansion, contraction, elimination or modification of the Fitness Center, and no termination of Tenant's or the Fitness Center Users' rights to the Fitness Center shall entitle Tenant to an abatement or reduction in Basic Rent constitute a constructive eviction, or result in an event of default by Landlord under this Lease. It is the intention of Tenant with respect to the Fitness Center and Shower Facility to exempt and relieve Landlord from liability for personal injury or property damage caused by negligence.

9. CONFERENCE CENTER. Landlord currently provides a conference center (the "**Conference Center**") in the Project capable of accommodating groups of people for use by Project tenants (including Tenant) on a reserved basis. Tenant shall, subject to availability, have the use of the Conference Center subject to Landlord's procedures and charges, if any. The use of the Conference Center shall be subject to the reasonable rules and regulations (including rules regarding hours of use and priorities for the tenants of the particular building in which a Conference Center is located, set up and clean up charges, etc.) established from time to time by Landlord for the Conference Center. Landlord and Tenant acknowledge that the terms and provisions of Section 10.3 of the Lease shall apply to Tenant's use of the Conference Center. Further, Landlord shall have no liability whatsoever with respect to the existence, condition or availability of any Conference Center nor shall Landlord have any obligation whatsoever to enforce or make reservations thereof, and Tenant hereby expressly waives all claims against Landlord with respect to the same. No expansion, contraction, elimination, unavailability or modification of the Conference Center, and no termination of or interference with Tenant's rights to the Conference Center, shall entitle Tenant to an abatement or reduction in rent or constitute a constructive eviction or an event of default by Landlord under the Lease. Tenant's right to use the Conference Center shall belong solely to Tenant and may not be transferred or assigned without Landlord's prior written consent, which may be withheld by Landlord in Landlord's sole discretion.

10. ABATEMENT OF RENT WHEN TENANT IS PREVENTED FROM USING PREMISES. In the event that Tenant is prevented from using, and does not use, the Premises or any portion thereof, for five (5) consecutive business days (the "**Eligibility Period**") as a result of any failure by Landlord after the Commencement Date to perform any repair, maintenance or alteration required by the Lease, or to provide services or access to the Premises required by the Lease, which failure renders the Premises, or any material portion thereof, untenantable, then Tenant's rent shall be abated or reduced, as the case may be, after expiration of the Eligibility Period for such time that Tenant continues to be so prevented from using, and does not use, the Premises or a portion thereof, in the proportion that the rentable area of the portion of the Premises that Tenant is prevented from using, and does not use, bears to the total rentable area of the Premises. However, in the event that Tenant is prevented from conducting, and does not conduct, its business in any portion of the Premises for a period of time in excess of the Eligibility Period, and the remaining portion of the Premises is not sufficient to allow Tenant to effectively conduct its business therein, and if Tenant does not conduct Its business from such remaining portion, then for such time after expiration of the Eligibility Period during which Tenant is so prevented from effectively conducting its business therein, the rent for the entire Premises shall be abated; provided, however, if Tenant reoccupies and conducts its business from any portion of the Premises during such period, the rent allocable to such reoccupied portion, based on the proportion that the rentable area of such reoccupied portion of the Premises bears to the total rentable area of the Premises, shall be payable by Tenant from the date such business operations commence.

EXHIBIT H

HAZARDOUS MATERIALS DISCLOSURE STATEMENT

Groundwater Remediation Program: As a result of solvents used in U.S. Marine Corps' operations at the former El Toro Air Station, the groundwater in portions of the Irvine sub-basin has been found to contain trichloroethylene (TCE). Studies by the Orange County Water District (OCWD) and U.S. Navy indicate that the TCE has migrated under certain portions of Irvine at depths of over one hundred fifty feet below the surface of the property. As the responsible party, the U.S. Navy is obligated under federal and state law to remediate the TCE contamination. The Navy has committed to perform such remediation and is proceeding with the implementation of appropriate remediation programs. Further information on this subject is available from the Navy Base Realignment and Closure Office, 7040 Trabuco Road, Irvine, California 92618, telephone (949) 726-5398 or (949) 532-0919.

EXHIBIT I

IRREVOCABLE STANDBY LETTER OF CREDIT

IRREVOCABLE TRANSFERABLE STANDBY LETTER OF CREDIT NUMBER S______

ISSUING BANK:
CITIZENS BANK, N.A.
INTERNATIONAL DEPARTMENT
20 CABOT ROAD, M/S MMF470
MEDFORD, MA 02155 U.S.A.

PLACE AND DATE OF ISSUE: PLACE AND DATE OF EXPIRY:
MEDFORD, MA AT OUR COUNTERS
________, 2017 SEPTEMBER, 22 2027

BENEFICIARY:
QUAD DBC HOLDINGS LLC
550 NEWPORT CENTER DRIVE
NEWPORT BEACH, CA 92660
ATTN: SVP, OPERATIONS,
OFFICE PROPERTIES

APPLICANT:
VYAIRE MEDICAL, INC
26125 N. RIVERWOODS BLVD.
METTAWA, IL 60045

UP TO AN AGGREGATE AMOUNT THEREOF: USD 4,000,000.00

PARTIAL DRAWINGS: PERMITTED

CREDIT AVAILABLE WITH:
CITIZENS BANK, N.A.
INTERNATIONAL DEPARTMENT
20 CABOT ROAD, M/S MMF470
MEDFORD, MA 02155 U.S.A.

AGAINST PRESENTATION OF DOCUMENTS AS DETAILED HEREIN.

DRAFTS: AT SIGHT

DRAWN ON: CITIZENS BANK, N.A.

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. S______ IN YOUR FAVOR FOR ACCOUNT OF VYAIRE MEDICAL, INC. FOR AN AGGREGATE FOUR MILLION AND 00/100 US DOLLARS (USD4,000,000.00) EFFECTIVE IMMEDIATELY AND AVAILABLE BY YOUR SIGHT DRAFT(S) DRAWN ON US AND ACCOMPANIED A BY THE FOLLOWING DOCUMENTS:

(1) THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS THERETO, IF ANY. IN THE EVENT OF PARTIAL DRAWING THE AMOUNT WILL BE ENDORSED BY US ON THE ORIGINAL LETTER OF CREDIT AND IT WILL BE RETURNED TO YOU VIA OVERNIGHT COURIER SERVICE.

(2) BENEFICIARY'S STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE CERTIFYING:

"WE HEREBY CERTIFY THAT WE ARE ENTITLED TO DRAW THE AMOUNT OF (INSERT AMOUNT) UNDER CITIZENS BANK, N.A. LETTER OF CREDIT NO. S______ DUE AS A RESULT OF THE FAILURE OF VYAIRE MEDICAL, INC. TO HONOR THEIR COMMITMENTS UNDER LEASE AGREEMENT DATED (PLEASE PROVIDE), BY AND BETWEEN VYAIRE MEDICAL, INC., AS TENANT AND _____________."

EACH DRAFT MUST BEAR UPON ITS FACE THE CLAUSE "DRAWN UNDER CITIZENS BANK, N.A. LETTER OF CREDIT NO. S______ DATED _______".

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED, BUT NOT EXCEEDING THE AGGREGATE AMOUNT.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR A PERIOD OF ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE UNLESS WE NOTIFY YOU IN WRITING VIA OVERNIGHT COURIER SERVICE OR REGISTERED MAIL AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO SUCH EXPIRATION DATE, THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR SUCH ADDITIONAL

PERIOD AND SUCH NOTICE SHALL BE EFFECTIVE UPON DISPATCH. UPON YOUR RECEIPT OF SUCH NOTICE, YOU MAY DRAW ON US BY YOUR SIGHT DRAFT FOR THE FULL AMOUNT OF THEN AVAILABLE BALANCE WITHIN THEN APPLICABLE EXPIRATION DATE, ACCOMPANIED BY YOUR STATEMENT PURPORTEDLY SIGNED BY ONE OF YOUR AUTHORIZED REPRESENTATIVES READING:

"THE AMOUNT OF THIS DRAWING USD______ REPRESENTS FUNDS DUE AS WE HAVE RECEIVED NOTICE FROM CITIZENS BANK, N.A. OF THEIR DECISION NOT TO EXTEND THE LETTER OF CREDIT NO. S________ FOR AN ADDITIONAL YEAR."

HOWEVER, IN NO EVENT WILL THIS LETTER OF CREDIT BE EXTENDED BEYOND SEPTEMBER, 22 2027.

THIS LETTER OF CREDIT IS TRANSFERABLE AND MAY BE TRANSFERRED IN ITS ENTIRETY TO ANY TRANSFEREE OR YOUR SUCCESSOR AND SUCH TRANSFER IS TO BE EFFECTED BY US UPON RECEIPT OF OUR STANDARD TRANSFER FORM AS ATTACHED HERETO, ALONG WITH THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS THERETO, IF ANY. THE TRANSFER FEES IN EFFECT AT THE TIME OF TRANSFER IS FOR THE ACCOUNT OF VYAIRE MEDICAL, INC. HOWEVER, THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED TO ANY PERSON WITH WHICH U.S. PERSONS ARE PROHIBITED FROM DOING BUSINESS UNDER U.S. FOREIGN ASSETS CONTROL REGULATIONS OR OTHER APPLICABLE U.S. LAWS AND REGULATIONS.

IN THE EVENT THIS LETTER OF CREDIT IS TRANSFERRED, THE TRANSFEREE SHALL BE THE BENEFICIARY HEREOF, THE DRAFT(S) AND REQUIRED DOCUMENTS PURSUANT HERETO MUST BE EXECUTED BY A REPRESENTATIVE OF THE TRANSFEREE.

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED UPON PRESENTATION OF THE DRAFT(S) TO OUR OFFICE AT 20 CABOT ROAD, MAIL STOP: MMF470, MEDFORD, MA 02155 ON OR BEFORE THE, ABOVE STATED EXPIRATION DATE OR ANY FUTURE AUTOMATICALLY EXTENDED EXPIRATION DATE.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCES TO ANY DOCUMENT OR INSTRUMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT RELATES AND ANY SUCH REFERENCE SHALL NOT IN ANY WAY BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR INSTRUMENT.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

PLEASE ADDRESS ANY INQUIRIES OR CORRESPONDENCE TO INT'L DEPT., QUOTING OUR REF. NO.: S_________ ATTN: GORDANA COSIC BY PHONE: (781) 655-4301 BY SWIFT: CTZIUS33

DRAFT OF LC LANGUAGE ACCEPTED BY:

____________________________ _________________

VYAIRE MEDICAL, INC DATED

SIGHT DRAFT

DATE: ________________

DRAWN UNDER CITIZENS BANK, N.A. LETTER OF CREDIT NUMBER _______________ DATED ________________.

TO THE ORDER OF ____________________________________ (BENEFICIARY), PLEASE PAY____($___________________)US DOLLARS AT SIGHT FOR VALUE RECEIVED FOR THE ACCOUNT OF__________________________ (APPLICANT).

BY: ___________________________________
Authorized representative

The signature above constitutes our endorsement to the draft

To,
CITIZENS BANK, N.A.
INTERNATIONAL DEPARTMENT
20 CABOT ROAD, MEDFORD, MA 02155

TRANSFER REQUEST

Citizens Bank, N. A. /
Citizens Bank of Pennsylvania
20 Cabot Road
Medford, MA 02155
Attn: International Department

Date: _________________

Re: Citizens Bank, N.A. / Citizens Bank of Pennsylvania Irrevocable Standby Letter of Credit No. _________

For value received, the undersigned beneficiary hereby irrevocably transfers to:

NAME OF TRANSFEREE ____

ADDRESS OF TRANSFEREE ____

____

CITY, STATE/COUNTRY ZIP ____

(hereinafter, the "transferee") all rights of the undersigned beneficiary to draw under above letter of credit, in its entirety.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary hereof, including sole rights relating to any amendments, whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

The original of such letter of credit is returned herewith, and we ask you to endorse the transfer on the reverse thereof, and forward it directly to the transferee with your customary notice of transfer.

Select one of the following (if applicable):

____ we enclose a cashier's/certified check
____ we have wired funds to you through ______________________________________ bank
____ we authorize you to debit our account # ______________________ with you, and in addition thereto, we agree to pay you on demand any expenses which may be incurred by you in connection with this transfer

Very truly yours,

[BENEFICIARY NAME]

____

Authorized Signature

The signature(s) of _____________________________with title(s) as stated conforms to those on file with us; are authorized for the execution of such instrument; and the beneficiary has been approved under our bank's Customer Identification Program. Further, pursuant to Section 326 of the USA Patriot Act and the applicable regulations promulgated thereunder, we represent and warrant that the undersigned bank: (i) is subject to a rule implementing the anti-money laundering compliance program requirements of 31 U.S.C. section 5318(h); (ii) is regulated by a Federal functional regulator [as such term is defined in 31 C.F.R. section 103.120(a)(2)]; and (iii) has a Customer Identification Program that fully complies with the requirements of the regulations.

__________________________________ (Signature of Authenticating Bank)

______________________ (Name of Bank)

________________________________ (Printed Name/Title)

________________________ (Date)

EXHIBIT J

THE IRVINE COMPANY – INVESTMENT PROPERTIES GROUP

HAZARDOUS MATERIAL SURVEY FORM

The purpose of this form is to obtain information regarding the use of hazardous substances on Investment Properties Group ("IPG") property. Prospective tenants and contractors should answer the questions in light of their proposed activities on the premises. Existing tenants and contractors should answer the questions as they relate to ongoing activities on the premises and should update any information previously submitted.

If additional space is needed to answer the questions, you may attach separate sheets of paper to this form. When completed, the form should be sent to the following address:

THE IRVINE COMPANY MANAGEMENT OFFICE
111 Innovation Drive
Irvine, CA 92617

Your cooperation in this matter is appreciated. If you have any questions, please call your property manager at (949) 720-4400 for assistance.

1. GENERAL INFORMATION.

Name of Responding Company: ______________________________
Check all that apply: Tenant ( ) Contractor ( )
Prospective ( ) Existing ( )

Mailing Address: ______________________________

Contact person & Title: ______________________________

Telephone Number: ( ) _____________

Current TIC Tenant(s):

Address of Lease Premises: ______________________________

Length of Lease or Contract Term: ______________________________

Prospective TIC Tenant(s):

Address of Leased Premises: ______________________________

Address of Current Operations: ______________________________

Describe the proposed operations to take place on the property, including principal products manufactured or services to be conducted. Existing tenants and contractors should describe any proposed changes to ongoing operations.

____
____
____

2. HAZARDOUS MATERIALS. For the purposes of this Survey Form, the term "hazardous material" means any raw material, product or agent considered hazardous under any state or federal law. The term does not include wastes which are intended to be discarded.

2.1 Will any hazardous materials be used or stored on site?

Chemical Products	Yes ( )	No ( )
Biological Hazards/Infectious Wastes	Yes ( )	No ( )
Radioactive Materials	Yes ( )	No ( )
Petroleum Products	Yes ( )	No ( )

2.2 List any hazardous materials to be used or stored, the quantities that will be on-site at any given time, and the location and method of storage (e.g., bottles in storage closet on the premises).

Hazardous Materials	Location and Method of Storage	Quantity

2.3 Is any underground storage of hazardous materials proposed or currently conducted on the premises?
Yes ( ) No ( )

If yes, describe the materials to be stored, and the size and construction of the tank. Attach copies of any permits obtained for the underground storage of such substances.

____
____
____

3. <u>HAZARDOUS WASTE</u>. For the purposes of this Survey Form, the term "hazardous waste" means any waste (including biological, infectious or radioactive waste) considered hazardous under any state or federal law, and which is intended to be discarded.

3.1 List any hazardous waste generated or to be generated on the premises, and indicate the quantity generated on a monthly basis.

<u>Hazardous Materials</u>	<u>Location and Method of Storage</u>	<u>Quantity</u>
____________	____________	____________
____________	____________	____________
____________	____________	____________
____________	____________	____________

3.2 Describe the method(s) of disposal (including recycling) for each waste. Indicate where and how often disposal will take place.

<u>Hazardous Materials</u>	<u>Location and Method of Storage</u>	<u>Disposal Method</u>
____________	____________	____________
____________	____________	____________
____________	____________	____________
____________	____________	____________

3.3 Is any treatment or processing of hazardous, infectious or radioactive wastes currently conducted or proposed to be conducted on the premises?
Yes ( ) No ( )

If so, please describe any existing or proposed treatment methods.

____
____
____

3.4 Attach copies of any hazardous waste permits or licenses issued to your company with respect to its operations on the premises.

4. <u>SPILLS</u>

4.1 During the past year, have any spills or releases of hazardous materials occurred on the premises?
Yes ( ) No ( )

If so, please describe the spill and attach the results of any testing conducted to determine the extent of such spills.

____
____
____

4.2 Were any agencies notified in connection with such spills?
Yes ( ) No ( )

If so, attach copies of any spill reports or other correspondence with regulatory agencies.

4.3 Were any clean-up actions undertaken in connection with the spills?
Yes ( ) No ( )

If so, briefly describe the actions taken. Attach copies of any clearance letters obtained from any regulatory agencies involved and the results of any final soil or groundwater sampling done upon completion of the clean-up work.

____
____
____

5. WASTEWATER TREATMENT/DISCHARGE

5.1 Do you discharge industrial wastewater to:

_____storm drain? _____sewer?
_____surface water? _____no industrial discharge

5.2 Is your industrial wastewater treated before discharge?
Yes ( ) No ( )

If yes, describe the type of treatment conducted.

____
____
____

5.3 Attach copies of any wastewater discharge permits issued to your company with respect to its operations on the premises.

6. AIR DISCHARGES.

6.1 Do you have any air filtration systems or stacks that discharge into the air?
Yes ( ) No ( )

6.2 Do you operate any equipment that requires air emissions permits?
Yes ( ) No ( )

6.3 Attach copies of any air discharge permits pertaining to these operations.

7. HAZARDOUS MATERIALS DISCLOSURES.

7.1 Does your company handle an aggregate of at least 500 pounds, 55 gallons or 200 cubic feet of hazardous material at any given time?
Yes ( ) No ( )

7.2 Has your company prepared a Hazardous Materials Disclosure – Chemical Inventory and Business Emergency Plan or similar disclosure document pursuant to state or county requirements?
Yes ( ) No ( )

If so, attach a copy.

7.3 Are any of the chemicals used in your operations regulated under Proposition 65?
Yes ( ) No ( )

If so, describe the procedures followed to comply with these requirements.

____
____
____

7.4 Is your company subject to OSHA Hazard Communication Standard Requirements?
Yes ( ) No ( )

If so, describe the procedures followed to comply with these requirements.

____
____
____

8. ANIMAL TESTING.

8.1 Does your company bring or intend to bring live animals onto the premises for research or development purposes?
Yes ( ) No ( )

If so, describe the activity.
____
____
____

8.2 Does your company bring or intend to bring animal body parts or bodily fluids onto the premises for research or development purposes?
Yes ( ) No ( )

If so, describe the activity.
____
____
____

9. ENFORCEMENT ACTIONS, COMPLAINTS.

9.1 Has your company ever been subject to any agency enforcement actions, administrative orders, lawsuits, or consent orders/decrees regarding environmental compliance or health and safety?
Yes ( ) No ( )

If so, describe the actions and any continuing obligations imposed as a result of these actions.
____
____
____

9.2 Has your company ever received any request for information, notice of violation or demand letter, complaint, or inquiry regarding environmental compliance or health and safety?
Yes ( ) No ( )

9.3 Has an environmental audit ever been conducted which concerned operations or activities on premises occupied by you?
Yes ( ) No ( )

9.4 If you answered "yes" to any questions in this section, describe the environmental action or complaint and any continuing compliance obligation imposed as a result of the same.
____
____
____
____

____
____

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

EXHIBIT K

FORM OF COMMENCEMENT DATE MEMORANDUM

IRVINE COMPANY | OFFICE PROPERTIES
Since 1864

ACCEPTANCE OF PREMISES
COMMENCEMENT MEMORANDUM

Date: ______________________ Floor: ______________________

Building ID: ______________________ Suite #: ______________________

Address: ______________________ Lease ID______________________

City: ______________________

I have today inspected the lease premises referenced above, which is leased to:

____

and hereby acknowledge and agree to the following:

(a) The date of tender of posession by Landlord of these premises is

____

(b) Rent will commence on ______________________________

(c) The lease term will commence on ______________________

and expire on _________and, if necessary, said dates may be inserted by the Tenant and Landlord on the Basic Lease Provisions page of each copy of the lease.

(d) The early fixturization period may be used to prepare for occupancy as outlined in the lease. Early commencement of business in the space may result in additional rent per the lease terms.

SAID PREMISES ARE SATISFACTORY AND COMPLETE AND ARE HEREBY ACCEPTED SUBJECT TO CORRECTION OF THE FOLLOWING ITEMS (IF ANY):

____

____

____

____

____

____

____

Insurance Certificate Received: _________

______________________ ______________________
Tenant signature Landlord representative

______________________ ______________________
Print Name Print Name

EXHIBIT X

WORK LETTER

This Work Letter shall set forth the terms and conditions relating to the construction of the "Tenant Improvements" as defined in Section II below, in the Buildings leased by Tenant. All references in this Work Letter to Articles or Sections of "this Lease" shall mean the relevant portion of Articles 1 through 22 of the Lease to which this Work Letter is attached as **Exhibit X** and of which this Work Letter forms a part, and all references in this Work Letter to Sections of "this Work Letter" shall mean the relevant portion of Sections I through III of this Work Letter. All initially capitalized words not separately defined herein shall have the meanings given to such words in the Lease.

I. LANDLORD'S CONSTRUCTION OF THE BASE BUILDINGS

Landlord shall use commercially reasonable efforts to construct on a continuous basis in accordance with industry custom and practice, at its sole cost and expense, and without deduction from the "Landlord's Contribution" (as hereinafter defined), the base shell, and core of the Buildings, which base, shell and core shall be constructed in compliance with all applicable laws, and in substantial accordance with (i) the plans and specifications prepared by Landlord's architect and engineers, as same may be modified from time to time, and approved by the City of Irvine (the **"Base Building Plans"**), and (ii) the "Outline Specifications" set forth in Schedule 1 attached hereto (provided that to the extent of any inconsistency, the Base Building Plans shall control).

II. ARCHITECTURAL AND CONSTRUCTION PROCEDURES

The tenant improvement work to be contracted for by Landlord hereunder ("**Tenant Improvement Work**") shall consist of the design and construction of all tenant improvements ("**Tenant Improvements**"), including work in place as of the date hereof, required for the Premises pursuant to the approved final Working Drawings and Specifications (as hereinafter defined). The Tenant Improvements may include the construction of (i) a shipping and receiving area serving the 510 Technology Building containing a shipping dock, and (ii) a utility bunker, each located within the Common Areas, the design and construction of which shall be subject to the terms and conditions of this Work Letter and Landlord's aesthetic, parking, traffic circulation, restoration, and other reasonable requirements with respect thereto. All of the Tenant Improvement Work shall be performed by a contractor selected by Landlord and in accordance with the procedures and requirements set forth below.

A. Tenant and Landlord have approved, or shall approve within the time period set forth below, both (i) a detailed space plan for the Premises, prepared by Landlord's architect, which includes interior partitions, ceilings, interior finishes, interior doors, suite entrance, floor coverings, window coverings, lighting, electrical and telephone outlets, plumbing connections, heavy floor loads and other special requirements of Tenant ("**Preliminary Plan**"), and (ii) an estimate of the cost to complete the Tenant Improvements in accordance with the Preliminary Plan ("**Preliminary Cost Estimate**"), which Preliminary Cost Estimate will be based upon estimated costs provided by Landlord's contractor. To the extent applicable, the Preliminary Plan shall include Landlord's building standard tenant improvements, materials and specifications for the Project as set forth in Schedule 2 attached hereto (subject to reasonable modification from time to time by Landlord, the "**Building Standard Improvements**"), except for changes and additions specifically requested by Tenant and approved by Landlord in writing (any such addition or variation from the Standard Improvements shall be referred to herein as a "**Non-Standard Improvement**." All Tenant requests for Non-Standard Improvements must be in writing and shall provide sufficient specifications and details for Landlord to reasonably evaluate impacts upon the Preliminary Plan and Preliminary Cost Estimate. Tenant shall approve or provide suggested revisions to the Preliminary Plan and the Preliminary Cost Estimate by signing copies of each or specifying in reasonable detail any suggested revisions thereto as hereinabove provided, and delivering each to Landlord within 5 business days of receipt thereof by Tenant. Landlord shall attempt in good faith to modify the Preliminary Plan and the Preliminary Cost Estimate to incorporate Tenant's suggested revisions in a mutually satisfactory manner. In all events, Tenant shall approve in all respects a Preliminary Plan and a Preliminary Cost Estimate (as either may have been modified as herein provided to incorporate Tenant's suggested revisions) not later than March 9, 2018 ("**Plan Approval Date**"), it being understood that Tenant's failure to do so shall constitute a "Tenant Delay" (as defined below).

B. On or before the Plan Approval Date, Tenant shall provide in writing to Landlord or Landlord's architect all specifications and information requested by Landlord for the preparation of final construction documents and costing, including without limitation Tenant's final selection of paint and floor finishes, complete specifications and locations (including electrical, load and HVAC requirements) of Tenant's equipment, and details of all Non-Standard Improvements (as defined above) which have been approved by Landlord as part of the Preliminary Plan (collectively, "**Programming Information**"). Tenant's failure to provide the Programming Information by the Plan Approval Date shall constitute a Tenant Delay for purposes hereof. Tenant understands that final construction documents for the Tenant Improvements shall be predicated on the Programming Information, and accordingly that such information must be accurate and complete and that any defects or problems due to incomplete or inaccurate Programming Information shall be the responsibility of the Tenant and that the Landlord shall have no obligation or liability for such defects or problems arising from any incomplete or inaccurate Programming Information. Any delays in the completion of the Tenant Improvements due to incomplete or inaccurate Programming Information shall constitute a Tenant Delay.

C. Upon Tenant's approval of the Preliminary Plan and Preliminary Cost Estimate and delivery of the complete Programming Information, Landlord's architect and engineers shall prepare and deliver to Tenant working drawings and specifications ("**Working Drawings and Specifications**"). Tenant shall have 5 business days from the receipt thereof to approve or disapprove the Working Drawings and Specifications. Tenant shall not unreasonably withhold or delay its approval, and any disapproval or requested modification shall be limited to items not consistent with the approved Preliminary Plan or Preliminary Cost Estimate. Should Tenant disapprove the Working Drawings and Specifications, such disapproval shall be accompanied by specific reasons for disapproval and a detailed list of requested revisions. Any revision requested by Tenant and accepted by Landlord, shall be incorporated into a revised set of Working Drawings and Specifications, and Tenant shall approve same in writing within 5 business days of receipt without further revision. Upon final approval of the Working Drawings and Specifications for the Tenant Improvement Work, Landlord shall submit the Working Drawings and Specifications to a competitive bidding process involving at least 3 licensed and reputable general contractors selected by Landlord and reasonably approved by Tenant. Landlord shall provide copies of the bid responses to Tenant. After adjustments for any inconsistent assumptions to reflect an “apples to apples” comparison, Landlord shall select the lowest qualified bidder for construction of the Tenant Improvements. In the event Landlord selects other than the lowest bidder, it shall do so based on commercially reasonable factors which it shall demonstrate to Tenant. Upon selection of the bidder, Landlord shall enter into a construction contract with the contractor so selected in the bid amount for construction of the Tenant Improvements, and the bid amount shall be the final construction cost estimate ("**Final Cost Estimate**").

D. In the event that Tenant requests in writing a revision to the Working Drawings and Specifications ("**Change**"), and Landlord so approves such Change as provided in the Section next below, Landlord shall advise Tenant by written change order as soon as is practical of any increase in the Completion Cost such Change would cause. Tenant shall approve or disapprove such change order, if any, in writing within 2 business days following Tenant's receipt of such change order. If Tenant approves any such change order, Landlord, at its election, may either (i) require as a condition to the effectiveness of such change order that Tenant pay the increase in the Completion Cost attributable to such change order concurrently with delivery of Tenant’s approval of the change order, or (ii) defer Tenant’s payment of such increase until the date 10 business days after delivery of invoices for same, provided however, that the Tenant’s Contribution must in any event be paid in full prior to Tenant’s commencing occupancy of the Premises. If Tenant disapproves any such change order, Tenant shall nonetheless be responsible for the reasonable architectural and/or planning fees incurred in preparing such change order. Landlord shall have no obligation to interrupt or modify the Tenant Improvement Work pending Tenant's approval of a change order, but if Tenant fails to timely approve a change order, Landlord may (but shall not be required to) suspend the applicable Tenant Improvement Work, in which event any related critical path delays because of such suspension shall constitute Tenant Delays hereunder.

E. Landlord agrees that it shall not unreasonably withhold its consent to Tenant's requested Changes, provided that such consent may be withheld in all events if the requested Change (i) is of a lesser quality than the Tenant Improvements previously approved by Landlord, (ii) fails to conform to applicable governmental requirements, (iii) would result in the Premises requiring building services beyond the level Landlord has agreed to provide Tenant under the Lease, (iv) would delay construction of the Tenant Improvements and Tenant declines to accept such delay in writing as a Tenant Delay, (v) interferes in any manner with the proper functioning of, or Landlord’s access to, any mechanical, electrical, plumbing or HVAC systems, facilities or equipment in or serving the Building, or (vi) would have an adverse aesthetic impact to the Premises or would cause additional expenses to Landlord in reletting the Premises.

F. Notwithstanding any provision in the Lease to the contrary, and not by way of limitation of any other rights or remedies of Landlord, if Tenant fails to comply with any of the time periods specified in this Work Letter, fails otherwise to approve or reasonably disapprove any submittal within the time period specified herein for such response (or if no time period is so specified, within 5 business days following Tenant's receipt thereof), fails to approve in writing both the Preliminary Plan and Preliminary Cost Estimate for the Tenant Improvements by the Plan Approval Date, fails to provide all of the Programming Information requested by Landlord by the Plan Approval Date, fails to approve in writing the Working Drawings and Specifications or the Final Cost Estimate within the time provided herein, fails to timely deliver the Tenant’s Contribution as required hereunder, requests any

Changes, furnishes inaccurate or erroneous Programming Information, specifications or other information, or otherwise delays in any manner the completion of the Tenant Improvements (including without limitation by specifying materials that are not readily available) or the issuance of an occupancy certificate (any of the foregoing being referred to in this Lease as a "**Tenant Delay**"), then Tenant shall bear any resulting additional construction cost or other expenses, and the Commencement Date of this Lease shall be deemed to have occurred for all purposes, including without limitation Tenant's obligation to pay rent, as of the date Landlord reasonably determines that it would have been able to deliver the Premises to Tenant but for the collective Tenant Delays. Should Landlord determine that the Commencement Date should be advanced in accordance with the foregoing, it shall so notify Tenant in writing. Landlord's determination shall be conclusive unless Tenant notifies Landlord in writing, within 5 business days thereafter of Tenant's election to contest same pursuant to Section 14.7 of the Lease. Pending the outcome of such proceedings, Tenant shall make timely payment of all rent due under this Lease based upon the Commencement Date set forth in the aforesaid notice from Landlord.

G. All of the Tenant Improvements shall become the property of Landlord and shall be surrendered with the Premises at the expiration or sooner termination of this Lease, except that Landlord shall have the right, by notice to Tenant given at the time of Landlord's approval of the Preliminary Plan, the Working Drawings and Specifications and any Change, to require Tenant either to remove all or any of the Tenant Improvements approved in the Preliminary Plan or in the Working Drawings and Specifications or by way of such Change, to repair any damage to the Premises or the Common Areas arising from such removal, and to replace any Non-Standard Improvements so approved with the applicable Standard Improvement, or to reimburse Landlord for the reasonable cost of such removal, repair and replacement upon demand. Any such removals, repairs and replacements by Tenant shall be completed by the Expiration Date or sooner termination of this Lease.

H. Landlord shall permit Tenant and its agents to enter the Premises prior to the Commencement Date of the Lease in order that Tenant may install its cabling and related communication equipment through Tenant’s own contractors prior to the Commencement Date. Any such work shall be subject to Landlord's prior written approval, and shall be performed in a manner and upon terms and conditions and at times satisfactory to Landlord's representative. The foregoing license to enter the Premises prior to the Commencement Date is, however, conditioned upon Tenant's contractors and their subcontractors and employees working in harmony and not interfering with the work being performed by Landlord. If at any time Landlord determines that such entry shall cause disharmony or interfere with the work being performed by Landlord, this license may be withdrawn by Landlord upon 24-hours written notice to Tenant. That license is further conditioned upon the compliance by Tenant's contractors with all requirements imposed by Landlord on third party contractors, including without limitation the maintenance by Tenant and its contractors and subcontractors of workers' compensation and public liability and property damage insurance in amounts and with companies and on forms satisfactory to Landlord, with certificates of such insurance being furnished to Landlord prior to proceeding with any such entry. The entry shall be deemed to be under all of the provisions of the Lease except as to the covenants to pay rent. Landlord shall not be liable in any way for any injury, loss or damage which may occur to any such work being performed by Tenant, the same being solely at Tenant's risk. In no event shall the failure of Tenant's contractors to complete any work in the Premises extend the Commencement Date of this Lease.

I. Tenant hereby designates Tom Whalen (“**Tenant’s Construction Representative**”), Telephone No. (760) 518-6019, Email: tom.whalen@vyairemedical.com, as its representative, agent and attorney-in-fact for all matters related to the Tenant Improvement Work, including but not by way of limitation, for purposes of receiving notices, approving submittals and issuing requests for Changes, and Landlord shall be entitled to rely upon authorizations and directives of such person(s) as if given directly by Tenant. The foregoing authorization is intended to provide assurance to Landlord that it may rely upon the directives and decision making of the Tenant’s Construction Representative with respect to the Tenant Improvement Work and is not intended to limit or reduce Landlord’s right to reasonably rely upon any decisions or directives given by other officers or representatives of Tenant. Any notices or submittals to, or requests of, Tenant related to this Work Letter and/or the Tenant Improvement Work may be sent to Tenant’s Construction Representative at the email address above provided. Tenant may amend the designation of its Tenant’s Construction Representative(s) at any time upon delivery of written notice to Landlord.

III. COST OF TENANT IMPROVEMENTS

A. Landlord shall complete, or cause to be completed, the Tenant Improvements, at the construction cost shown in the Final Cost Estimate (subject to increases for Landlord approved Changes and as otherwise provided in this Work Letter), in accordance with final Working Drawings and Specifications approved by both Landlord and Tenant.

B. Landlord shall pay up to $14,236,222.00 ("**Landlord's Maximum Contribution**"), of the final "Completion Cost" (as defined below). Tenant acknowledges that the Landlord's Maximum Contribution is intended only as the maximum amount Landlord will pay toward approved Tenant Improvements, and not by way of limitation, any partitions, modular office stations, fixtures, cabling, furniture and equipment requested by Tenant are in no event subject to payment as part of Landlord's Contribution except as provided hereinbelow. In the event the Completion Cost of the Tenant Improvement Work is less than the Landlord's Maximum Contribution, Landlord's actual contribution toward the Completion Cost ("**Landlord's Contribution**") shall equal such lesser amount, and Tenant shall have no right to receive any credit, refund or allowance of any kind for any unused portion of the Landlord's Maximum Contribution. Notwithstanding the foregoing, Tenant may utilize a portion of the Landlord's Contribution not to exceed $1,848,860.00 toward the out-of-pocket expenses incurred by Tenant for relocating to the Premises, including furniture, fixtures and equipment, furniture moving and data cabling costs ("**Moving Allowance**"). Tenant shall be reimbursed for such expenses by submitting copies of all supporting third-party invoices to Landlord by the date which is 6 full months following the Commencement Date. Landlord shall reimburse Tenant in one installment within 30 days following receipt of all such invoices.

In addition to the Landlord's Contribution, Landlord shall make available to Tenant an amount not to exceed $1,848,860.00 ("**Additional Contribution**") for the Tenant Improvements hereunder to be utilized by Tenant by the Commencement Date in connection with the initial Tenant Improvement work, which amount shall be amortized over the 120 month period commencing on the Commencement Date at 7% per annum and repaid in monthly installments with the Basic Rent. Upon determination of the amount of the Additional Contribution, if any, Landlord shall memorialize same, together with the monthly repayment schedule, in writing and Tenant shall promptly acknowledge same. In the event Tenant elects to utilize all or a portion of the Additional Contribution, the Letter of Credit amount shall be increased dollar for dollar for the Additional Contribution actually utilized by Tenant.

C. Tenant shall pay any costs due to inaccurate or incomplete Programming Information and the amount, if any, by which aggregate Completion Cost for the Tenant Improvement Work exceeds the Landlord's Maximum Contribution. The amounts to be paid by Tenant for the Tenant Improvements pursuant to this Section III.C are sometimes cumulatively referred to herein as the "**Tenant's Contribution**".

D. The "**Completion Cost**" shall mean all costs of Landlord in completing the Tenant Improvements in accordance with the approved Working Drawings and Specifications and with any approved Changes thereto, including but not limited to the following costs: (i) payments made to architects, engineers, contractors, subcontractors and other third party consultants in the performance of the work, (ii) permit fees and other sums paid to governmental agencies, and (iii) costs of all materials incorporated into the work or used in connection with the work. The Completion Cost shall also include a construction management fee to be paid to Landlord or to Landlord's management agent in the amount of three percent (3%) of the Landlord's Contribution (excluding any portion of the Landlord's Contribution utilized as the Moving Allowance) and, if applicable, the Additional Contribution. Unless expressly authorized in writing by Landlord, the Completion Cost shall not include (and no portion of the Landlord's Contribution shall be paid for) any costs incurred by Tenant, including without limitation, any costs for space planners, managers, advisors or consultants retained by Tenant in connection with the Tenant Improvements.

E. Prior to start of construction of the Tenant Improvements, Tenant shall pay to Landlord in full the amount of the Tenant's Contribution set forth in the approved Preliminary Cost Estimate or in the Final Cost Estimate (once approved by Tenant). If the actual Completion Cost of the Tenant Improvements is greater than the Final Cost Estimate because of Changes, modifications or extras not reflected on the approved Working Drawings and Specifications, or because of Tenant Delays, then Tenant shall pay all such additional costs within 10 business days after written demand for same. The balance of any sums not otherwise paid by Tenant shall be due and payable on or before the Commencement Date of this Lease. If Tenant defaults in the payment of any sums due under this Work Letter, Landlord shall (in addition to all other remedies) have the same rights as in the case of Tenant's failure to pay rent under the Lease, including, without limitation, the right to terminate this Lease and recover damages from Tenant and/or to charge a late payment fee and to collect interest on delinquent payments, and Landlord may (but shall not be required to) suspend the Tenant Improvement Work following such default, in which event any delays because of such suspension shall constitute Tenant Delays hereunder.

Schedule 1

Base Building Outline Specifications

Discovery Business Center | The Quad

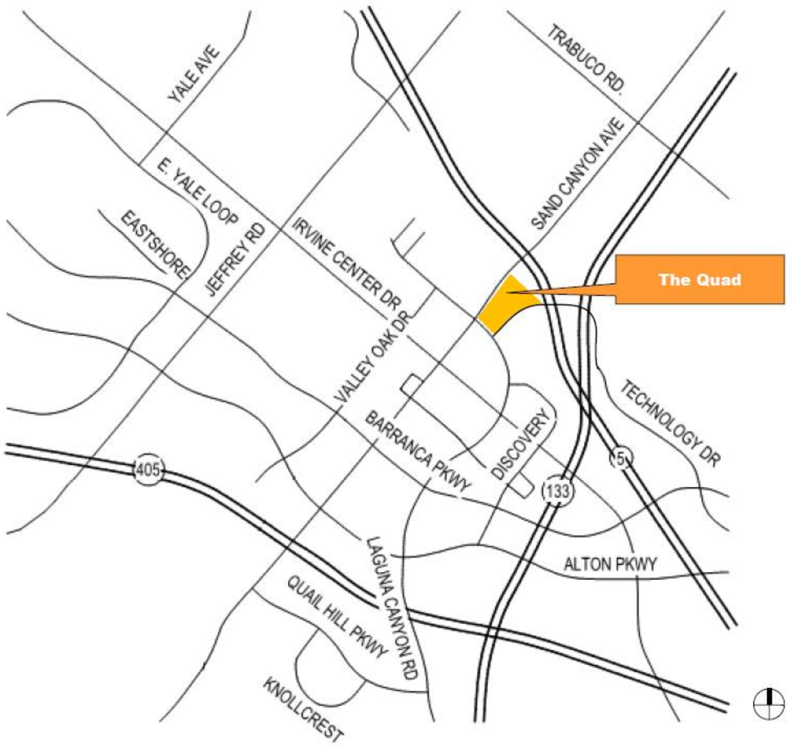
500, 510, 520, & 530 Technology Drive
Irvine, California

Outline Specifications

IRVINE COMPANY
Since 1864

The specifications set forth in this document are subject to modification from time to time as determined to be necessary or appropriate by the developer. Shell building improvements to be provided by landlord during the shell building improvement phase, unless noted otherwise.

August 14, 2017



Regional Map

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The Quad

Irvine, CA

August 14, 2017

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Site Plan

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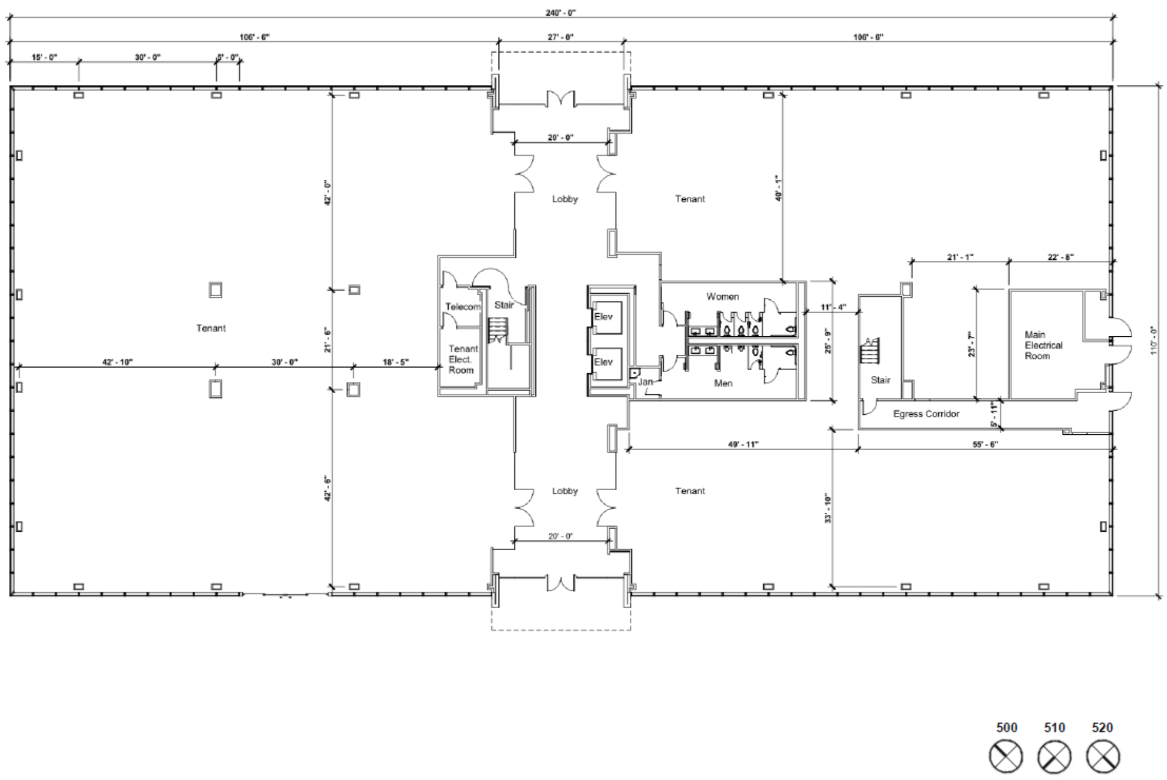

500, 510, 520 Technology Dr. - Ground Level Floor Plan

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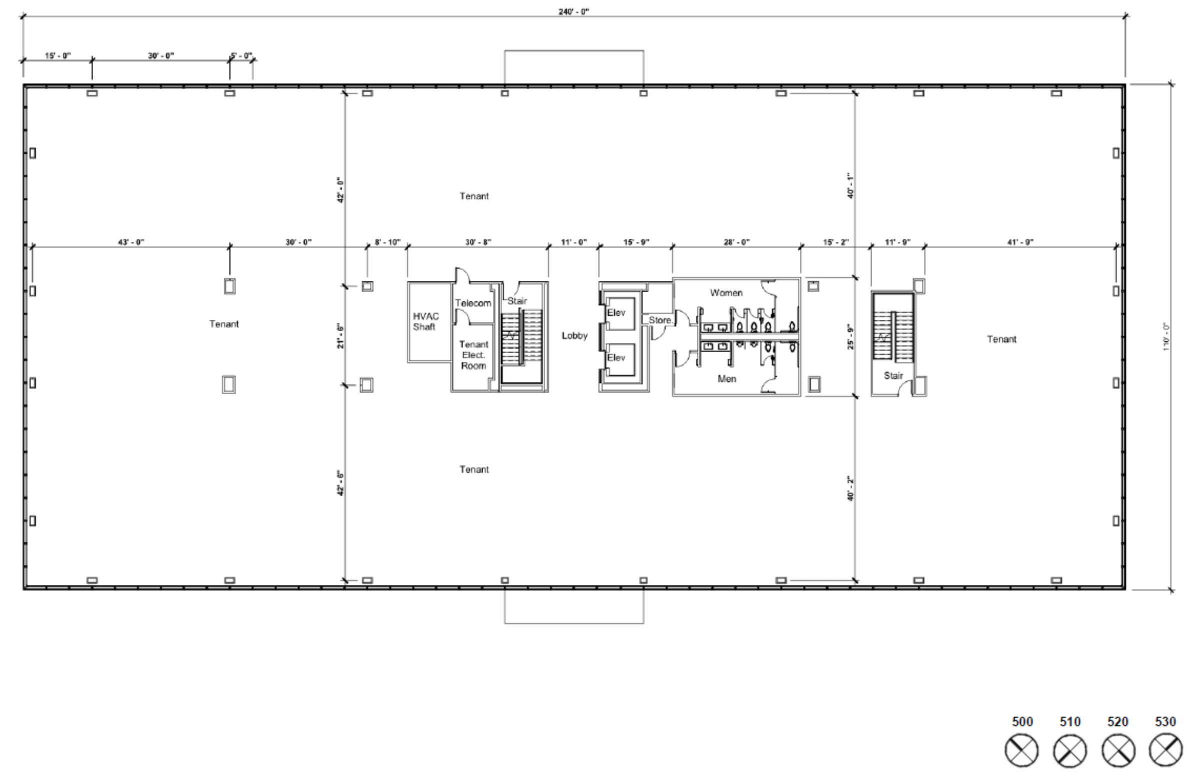

500-530 Technology Dr. – 2nd Level Floor Plan

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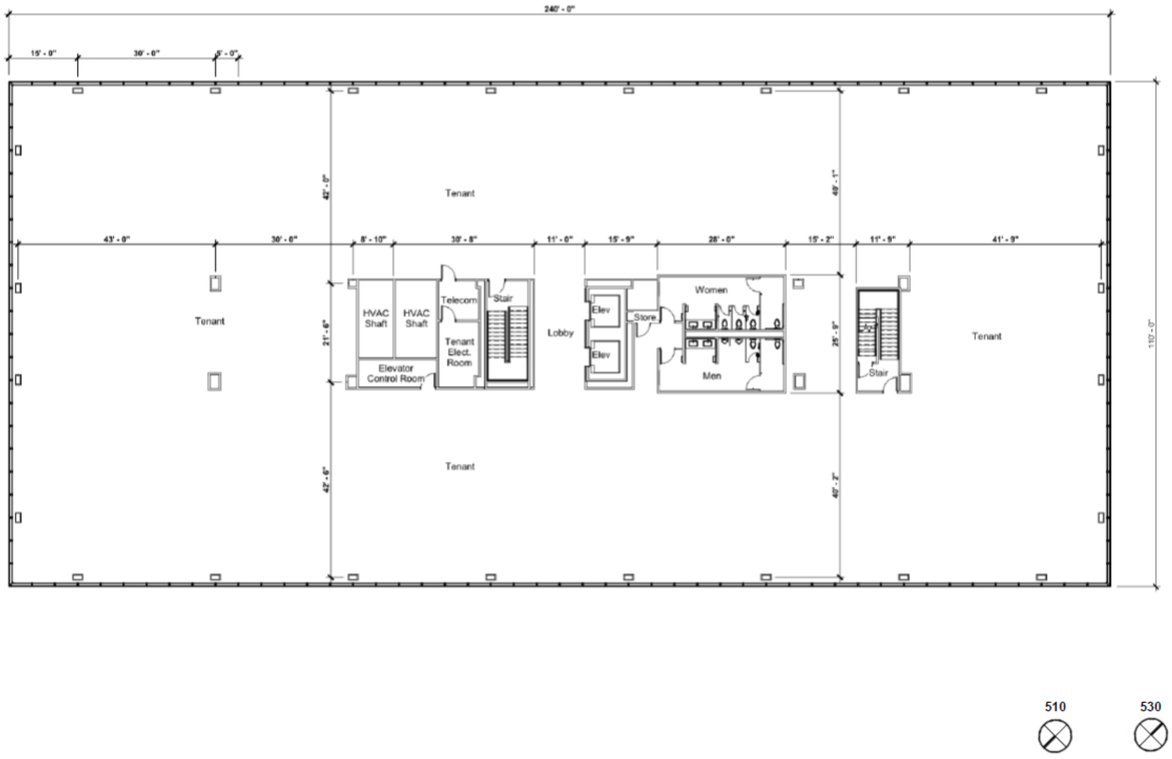

510 & 530 Technology Dr. – 3rd Level Floor Plan

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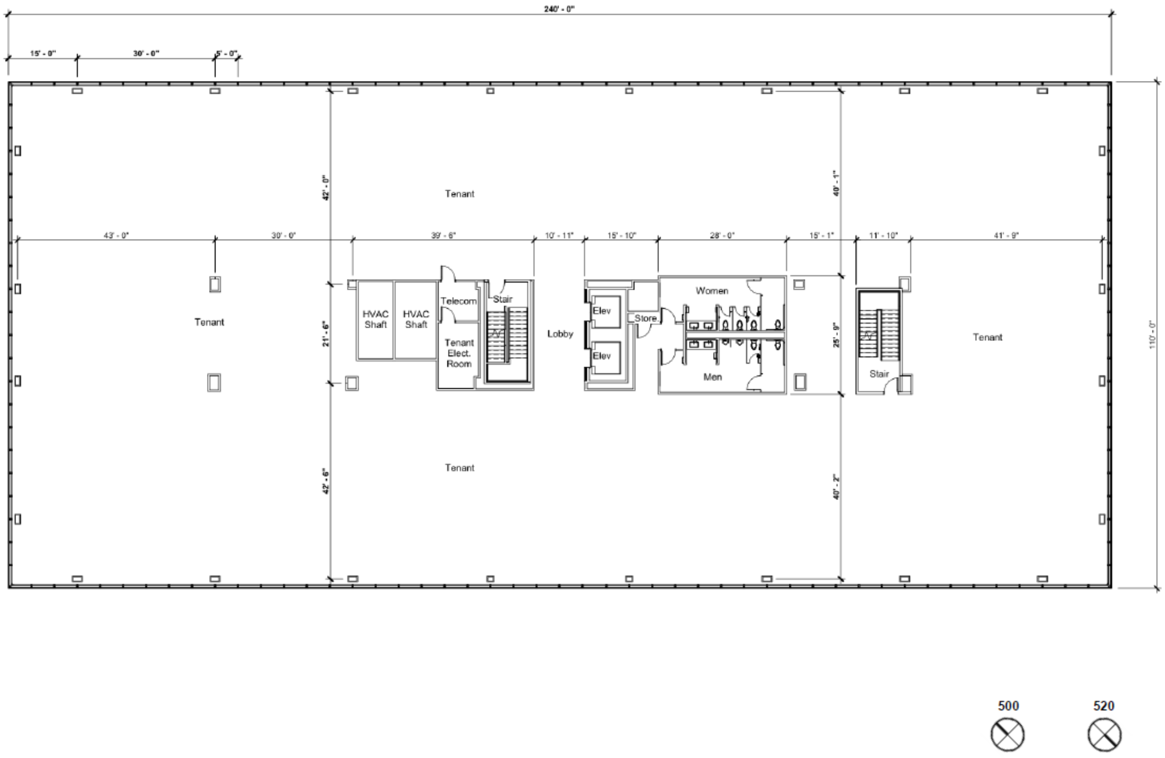

500 & 520 Technology Dr. – 3rd Level Floor Plan

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August 14, 2017

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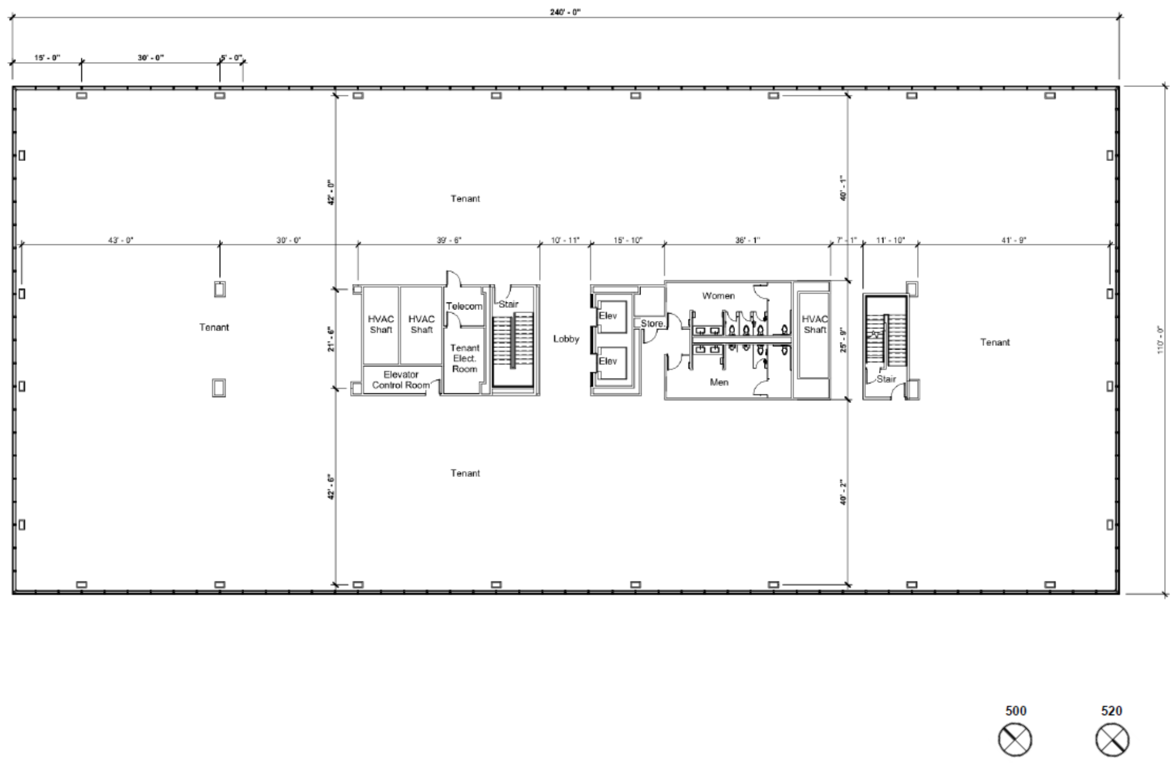

500 & 520 Technology Dr. – 4th Level Floor Plan

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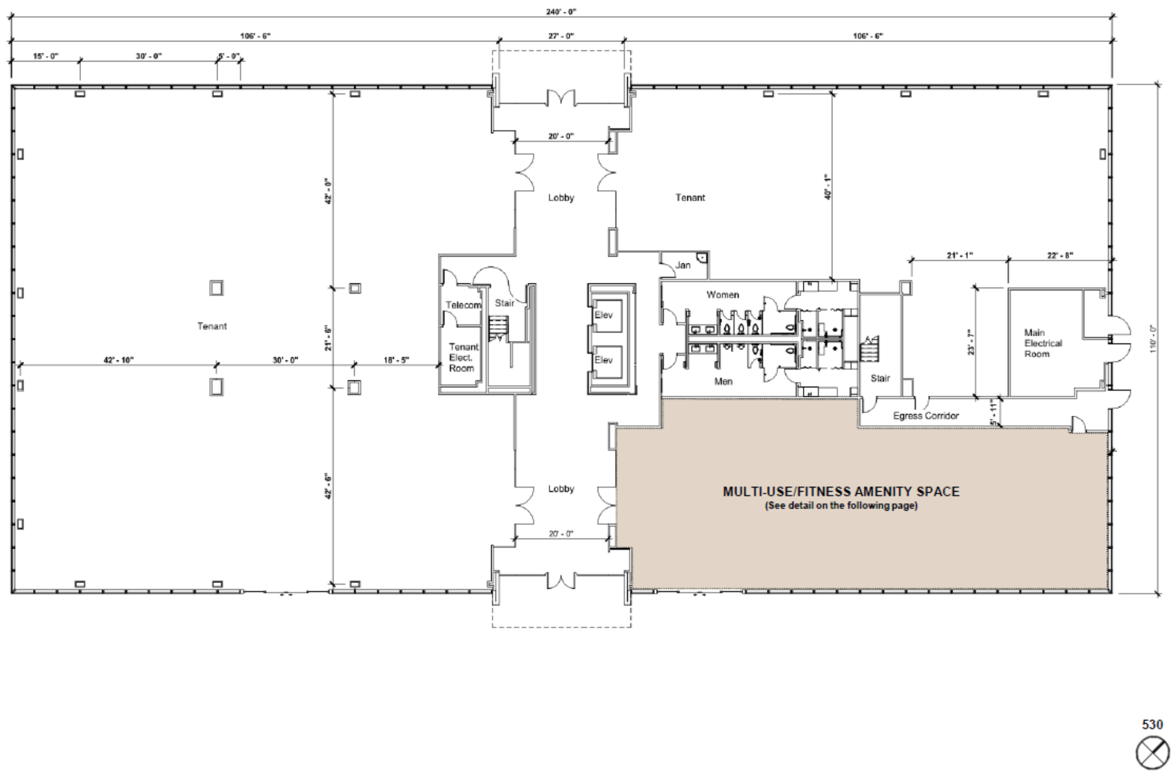

530 Technology Dr. - Ground Level Floor Plan

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August 14, 2017

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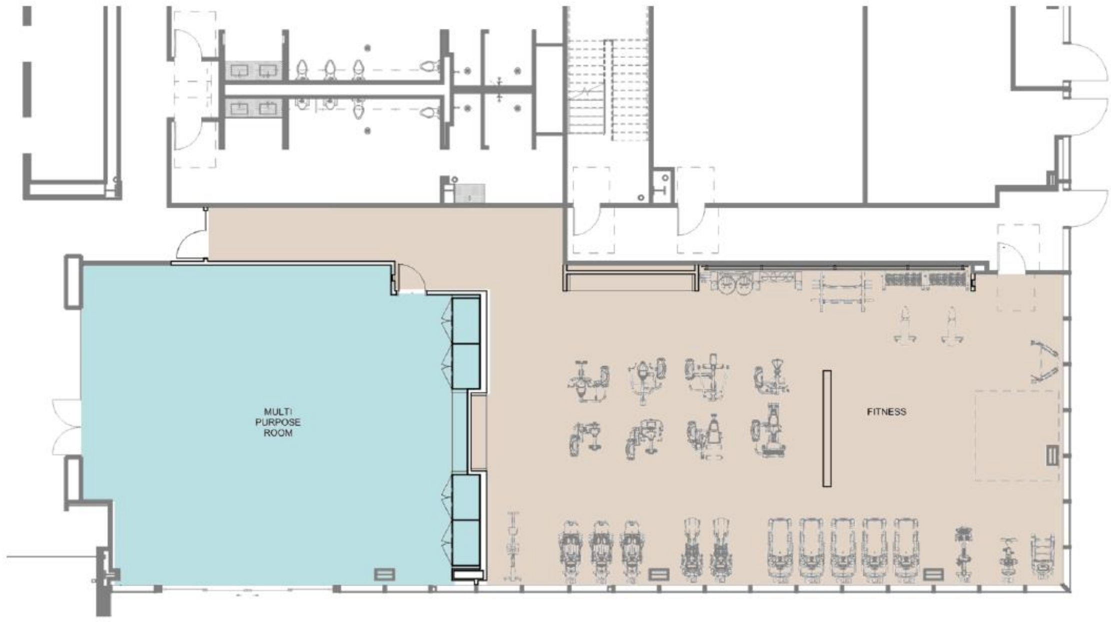

530

530 Technology Dr. - Multi-use/Fitness Amenity Detail

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Irvine, CA

August 14, 2017

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SITE PLANNING:

Site Area:

Net Site Area:	± 20.51 Acres (± 893,416 SF)
Building Gross Area:	369,600 RSF
Floor Area Ratio:	0.41

Construction:

Integral color concrete with varying finishes to define amenity areas and major circulation systems. Asphalt paving in parking areas with concrete curbs and gutters wherever storm water will flow adjacent to curbs.

Site Lighting:

LED luminaires are provided along the primary vehicular access driveways and throughout the parking areas, as required by code.
LED fixtures are provided in pedestrian areas, as required.
Outdoor lighting shall be controlled by an automated lighting control system.

Outdoor Plazas:

Concrete Paving:
Paving will be characterized by integral color concrete with an architectural finish.

Trees:
Mission olive structure building entry points. Elm allees frame the central quad space, where informal drifts of Aleppo pines connect various amenity areas. Indian Laurel Figs frame vehicular access points with Afghan pine backdrops. Fern pines provide shade to parking areas.

Planting:
Planting will be characterized by a strong spatial strategy of continuous ground plane treatments punctuated by hedges and accent species.

Site Furnishings
Shade structures w/ kitchen, large format television w/ cable, surround sound music and A/V capabilities; tables, benches, landscape pottery, fire pit, built-in gas grills, Class 1 bicycle lockers, Zagster bicycle racks, and waste receptacles will be provided.

Perimeter Edges

Existing oak trees line Sand Canyon Avenue. The existing Ficus and palm trees at the corner of Laguna Canyon Drive and Sand Canyon Avenue will be maintained. The Ficus street tree theme will continue along Laguna Canyon Road and existing Tristania trees will be preserved on Technology Drive. All perimeter edges will be landscaped with grasses and shrubs

SITE PLANNING (CONTINUED):

Parking:

Parking, including accessible parking, will be provided by surface parking.

Total Parking Spaces:	1,389 Spaces
Parking Ratio:	3.75/1000
Full Size Parking Stall Size:	9'-0" x 19'-0"
Long Term Parking Stall Size:	8'-6" x 19'-0"
Charging stations for electric vehicles	24 (Type 2)

OFFICE BUILDING:

Overall Dimensions:

Number of 3-story buildings	2
Number of 4-story buildings	2
Building Dimensions:	240'-0" x 110'-0"
Building Height:	3-story: 57'-6" 4-story: 72'-0"
Building Gross Area:	3-story: 79,200 GSF 4-Story: 105,600 GSF

Floor/Ceiling Heights:

Typical Floor-to-Floor:	14'-6"
Top floor to roof:	Varies
Typical tenant finished ceiling height:	10'-0"

Module/Glazing Heights:

Planning module is 5' on center.

1st floor	8'-0" High (Sill at 1'-0" AFF)
Upper floors	9'-9" High

Window openings on upper floors are Floor-to-Ceiling

Perimeter structural columns occur behind glass.

LEED

The project is registered with the United States Green Building Council's LEED for Core and Shell rating system, Version 3, and is targeting the Gold certification level.

The specifications set forth in this document are subject to modification from time to time as determined to be necessary or appropriate by the developer. Shell building improvements to be provided by landlord during the shell building improvement phase, unless noted otherwise.

OFFICE BUILDING EXTERIOR:

Building Envelope

The exterior building envelope consists of a 10' wide x 14'-6" high unitized curtail wall system with Duranar XL UC57638XL "Bright Silver." Vertical Mullions are spaced 5'-0" on center.

Vision Glass
Viracon VRE30-38 insulated glazing unit with 4 ½" x 10" extruded aluminum profiles.

Spandrel
Painted metal panels at the floor lines, and building parapet.
Below each floor line is a painted metal shadow box behind vision glass. Shadow box color is PPG "Victoria Pewter"

Roofing:

Fluid applied elastomeric roof deck surfacing system over concrete filled metal deck.

Mechanical Screen:

Painted acrylic plaster finish on exterior sheathing on metal stud framing supported by structural steel framing. The top of all mechanical, electrical , and plumbing equipment and their support structure shall be located below the top of screen.

Ground Floor Entry Areas:

Painted metal clad canopy at ground floor front entry.

Glazing:
PPG Starphire glazing set into recessed channels.

Entrance Doors:
Frameless Starphire glass balanced pivot doors with stainless steel hardware.

Window Coverings:

MechoShade 'M5 Manual' roller shades using EuroTwill Reversible Weave 6000 Series (3% open), Color: 6016 "Slate." Includes double sided hem bar.

Each shade is approximately 5' wide, measured to the center of the vertical mullions with a single shade per window lite.

Drywall shade pocket is provided with an inside dimension of 6" wide x 8" deep. Including metal backing for mounting support for the shade brackets.

OFFICE BUILDING CORE INTERIOR:

Main Lobby:

Floors:
Ceramic Tile – Atlas Concorde, Bord Collection in Sesame matt finish.

Walls:
Plastic Laminated wall panels – Octopus Octolam 1014GP Smoked Rovere Oak - at feature walls in elevator lobby.

Gypsum board with painted finish over metal stud wall assembly.

Ceiling:
Gypsum board with painted level 5 skim coat finish and recessed linear light fixtures, with central feature light cove.

Elevators:
Long Grain #6 stainless steel elevator doors and frames.

Lobby Tenant Doors:
Glass door pair and full-height door pulls panic push bar combo.

Building Directory:
Electronic touch screen directory and information center recessed into the lobby wall.

Upper Level Elevator Lobbies (Multi-Tenant Only):

Floors:
LW Concrete over 3"metal deck, unsealed.

Walls:
Gypsum board with painted finish over metal stud wall assembly.

Ceiling:
Gypsum board with painted level 5 skim coat finish and recessed linear light fixtures, with central feature light cove.

Elevators:
Long Grain #6 stainless steel elevator doors and frames.

The specifications set forth in this document are subject to modification from time to time as determined to be necessary or appropriate by the developer. Shell building improvements to be provided by landlord during the shell building improvement phase, unless noted otherwise.

Office Building Core Interior (continued):

Elevators:

Elevators:

Number of cabs per building:	Two (2)
Type:	Gearless Traction MRL
Speed:	350 feet per minute
Capacity:	4,000 pounds
Manufacturer:	Mitsubishi
Cab dimensions (Passenger):	7'-8" x 5'-4"
Entrance size:	4'-0" x 8'-0"
Cab Height:	10'-0"
Ceiling Height:	9'-6"
Cab return and door:	Long grain stainless steel
Cab floor:	Porcelain Tile
Cab base:	Long grain stainless steel
Cab walls:	Plastic Laminate
Cab rail:	Long grain stainless steel
Cab ceiling:	Plastic Laminate
Cab lighting:	Recessed linear
Access control:	Proximity card reader

Exit Stairways:

Walls:
Gypsum drywall over 4" or 6" x 20 gauge metal studs with a painted finish.

Floor Finish Material:
Carpet at Stair #1
Concrete at Stair #2

Treads & Landings:
Steel channel stringers with lightweight concrete filled metal pan treads.

Office Building Core Interior (continued):

Toilet Rooms:

Fixtures (hands-free operation):

Men:	2 toilets 2 urinals 2 lavatories	Women:	4 toilets 2 lavatories

530 Technology will have two (2) showers located in each toilet room on the ground floor.

Floors and Bases:
12"x12" porcelain tile; Manufacturer: DalTile, Style: Normandy,
Color: Grigio 6710, over thinset. (Note: floor tile is a special run for ICOP.)

Walls:
Material: 12"x24" porcelain tile; DalTile Match Point series, color: Pure White unpolished P125 matte finish, full height at 'wet' walls; 1' high "base" only at all others; over 5/8" tile backer board on 4" or 6" x 20 gauge metal studs to structure above, 4" or 6" acoustic batt insulation.

Ceiling:
Gypsum drywall with painted finish. Recessed downlights with accent cove lighting over wet walls.

Toilet Partitions:
Satin stainless steel, floor mounted.

Lavatories:
Solid surface lavatory top; Silestone, Color: White Zeus Extreme, suede finish, with under-counter mount porcelain sinks. Two sinks per restroom. Polished chrome faucets.

Mirrors:
Vision quality clear vanity mirror above lavatories, full-height vanity mirror (wall-mounted).

Accessories:
Satin stainless steel, recessed.

Architectural Miscellaneous:

Exterior Service Doors:

Painted metal panels laminated to back of glass doors with narrow stile frames.

Column Furring (Perimeter Columns):

2-1/2", 25 ga. metal studs with 5/8" Type 'X' drywall, constructed 6" above ceiling. Ceiling grid height 10'-0" all floors.

Furring taped smooth and sanded to receive paint or wall covering.

The exterior facing edge of the column furring is held 6" away from the back of the curtain wall system.

Architectural Miscellaneous (continued):

Insulation:

R-30 batts at underside of roof deck.
R-14 batts at exterior walls.
Firesafing insulation between edge of deck and perimeter building skin assembly.

Building Service Facilities:

Central Mail Facility (Multi-Tenant Only):

Front loading keyed mailbox units, clear anodized aluminum finish, with the following total compartment sizes:

Size B (12-1/2"Wx5"Hx15-1/2"D)
Size D (12-1/2"Wx10-1/2"Hx15-1/2"D)
U.S. Mail / Overnight / express mail drop-off area.

Typical Janitor Room:

Janitor Room provided at Ground level.
Floor mounted service sink with wall-mounted mop rack.
Fluid applied elastomeric floor and base.
Fiberglass reinforced plastic wall panels located adjacent to sink.

Structural Systems:

On-grade Floor System:

5" thick normal weight concrete slab on grade with #4 reinforcing bars at 18" on center each way. The perimeter 19 feet of the building shall be a 12" thick mat slab with 34" wide by 3'-0" deep perimeter grade beams to provide a thickened edge.

Elevated Floor System:

Steel beams and columns supporting a composite metal deck with lightweight concrete fill.
Steel moment frames for the lateral force-resisting system.
Floor system designed to accommodate 80 psf tenant load.

Note: The 80 psf floor live load has been designed using the load reductions allowed by the 2013 California Building Code, Section 1607.10.

Mechanical Systems:

HVAC:

Air conditioning is provided by roof top curb mounted package units (One per Floor), curbs, duct drop and main loop provided in shell (Distribution, drops and VAV Boxes by Tenant). Each rooftop VAV unit has a capacity of 80-ton nominal.
Electrical service connection to HVAC equipment from building 'house' electrical panel.
Heating will be provided by two (2) hot water boilers and pumps. Hot water will be piped and looped throughout each floor for future connection to exterior zone variable air volume terminal boxes, and to spaces where CO2 sensors are required.
Exhaust air will be provided for each restroom and also for future tenant connection.
Energy Management System with Direct Digital Control is utilized for controlling all base building mechanical equipment.
Future tenant supplemental air conditioning shall be air-cooled split system with condensing unit(s) located within the roof screen area

Plumbing:

Plumbing system shall include domestic hot and cold water systems, reclaimed water system, sanitary waste and vent systems, roof drainage systems, and connections to plumbing fixtures and other equipment supplied under other sections of the specifications.
Domestic and reclaimed cold water supply will be from the street water main.
The domestic hot water system will be circulated and supplied from electric storage type water heater located in the ground level Water Heater Closet.
The sanitary sewer system will be connected by gravity to the site sewer system.
Fuel gas system, consisting of piping and connections to mechanical space heating boiler.
The storm drain system will be connected by gravity to a site storm drainage system.
Domestic and reclaimed water meter will be located in an underground vault.
The gas meter will be located above ground.
Centrally located wet columns, at both sides of core, consisting of 4" waste, 3" vent, and 1-1/4" cold water with shut-off valve stubs for future connection.

FIRE PROTECTION SYSTEMS:

Fire Protection:

Ordinary Hazard Group 2 Fire protection design criteria:
Hydraulically calculated combined automatic fire sprinkler and standpipe systems, complete with detector check assembly above grade, fire department connections, electric gong, shut-off valves, flow and tamper switches, and fire extinguishers.
Piping system will be sized to accommodate tenant improvements.
Fully recessed heads with concealed caps at ground floor lobby, elevator lobbies, and restrooms.
Semi-recessed heads with white enamel trimmed escutcheons at exterior soffits, ancillary rooms and exit corridors.
(Note: Fire sprinkler drops from the existing distribution loop and semi-recessed heads to be provided by the tenant during the Tenant Improvement phase).

ELECTRICAL SYSTEMS:

Electrical System:

Building served via a 12 KV service feed from Southern California Edison.
Office Building: Privately metered 4000A 277/480V 3Phase, 4 Wire service.
Each floor of the office building is provided with:

- One (1) 600 amp, 277/480V, 3 phase, 4 wire panel
- One (1) 225 KVA – Transformer
- One (1) 800 amp, 120/208V, 3 phase, 4 wire distribution board
- Four (4) 200 amp, 120/208V, 3 phase, 4 wire panels

Power Density:

<u>4-Story Office Building:</u>	
Overall Building Capacity:	31.5 W / SF
Overall Building HVAC Power Density:	8.0 W / SF
Tenant Available 277/480V Lighting Power Density:	1.0 W / SF
Tenant Available 277/480V General Power Density:	2.0 W / SF
Tenant Available 120/208V Power Density:	8.0 W / SF
Remaining Service Capacity for Tenant Specialty Use:	12.5 W / SF

<u>3-Story Office Building:</u>	
Overall Building Capacity:	42.0 W / SF
Overall Building HVAC Power Density:	8.0 W / SF
Tenant Available 277/480V Lighting Power Density:	1.0 W / SF
Tenant Available 277/480V General Power Density:	2.0 W / SF
Tenant Available 120/208V Power Density:	8.0 W / SF
Remaining Service Capacity for Tenant Specialty Use:	23.0 W / SF

ELECTRICAL SYSTEMS (CONTINUED):

Each office building is provided with an extensive communication support infrastructure including the following components:

- Six (6) 4" and three (3) 2" conduits, located in the main telecom room on the first floor, provide for a variety of telecommunication service providers. Designated floor knock out space to accommodate four (4) 4" conduit sleeves between all floors.
- One (1) 2" conduit provided from the upper most floor telecom room to the roof for tenant installed satellite telecommunication requirements.
- Four (4) 4" conduits between buildings from telecom room to telecom room on first floors.
- Four (4) 4" conduits from first floor telecom rooms to utility company telecom manhole.

Fire Alarm:

Life Safety Fire Alarm System conforming to the requirements of the National Electric which will include the following:

- Fire Department central control station on the ground floor level.
- Approved fire alarm audible horns and visual strobes.
- Smoke detectors, pull stations, waterflow switches, tamper switches, duct smoke detectors connected to a centralized system.
- Two-way fire department communication system to the elevators, and lobbies. (Note: The Life Safety)

(Note: The Fire Alarm system is designed to accommodate future tenant improvements. All additional code required components will be provided by the tenant during the tenant improvement phase.)

Future Tenant Furnished Generator:

Tenant generator requirements will be accommodated within the surface parking area. Four (4) 4" conduits and three (8) 1" conduits extend from the future tenant generator location into the building's main electrical room.

Access Control System (ACS):

Perimeter entrances and elevator cabs are equipped with proximity readers for access control. Conduit provided at stairwells of all floors for future access control.

Video Surveillance System

CCTV cameras will be placed in lobbies, in elevator cabs, and public egress hallways. The VSS will be centrally recorded. Software provisions for central monitoring capabilities will be included.

End of Shell Building Outline Specifications

APPLICABLE CODES:

Codes:

3-Story Buildings:
2013 California Building Code (with City of Irvine amendments)
2013 California Plumbing Code
2013 California Mechanical Code
2013 California Electrical Code
2013 California Fire Code
2013 California Green Building Standards Code

4-Story Buildings:
2016 California Building Code (with City of Irvine amendments)
2016 California Plumbing Code
2016 California Mechanical Code
2016 California Electrical Code
2016 California Fire Code
2016 California Green Building Standards Code

All Buildings:
Current Edition Building Energy Efficiency Standards for Residential & Nonresidential Buildings
Current Edition Americans with Disabilities Act – Accessibilities Guidelines (ADAAG)
Current Edition - NFPA
Current Edition – Title 24
Current Edition - Code of Regulations, Title 8. Industrial Relations - Subchapter 7. General Industry Safety Orders

Code Analysis:

Occupancy:	Group B
Construction:	Type II-B Fully Sprinklered

Fire Resistive Requirements:

Structural Frame:	Non-rated
Roof:	Non-rated
Floors:	Non-rated
Shafts:	3-story Buildings: 1 hour 4-story Buildings: 2 hour
Permanent Partitions:	Non-rated

End of Applicable Codes

Schedule 2

Tenant Improvements – Outline Specifications

NEXT GENERATION CAMPUS PORTFOLIO

IRVINE, CALIFORNIA

UPDATED
11-15-16

INTERIOR STANDARDS

The following specifications apply to:

Sand Canyon Business Center (SCBC)
15485 Sand Canyon Avenue
15495 Sand Canyon Avenue

Discovery Business Center (DBC) – Phase 1
500 Technology Drive
510 Technology Drive
520 Technology Drive
530 Technology Drive

IRVINE COMPANY
Since 1864

NEXT GENERATION CAMPUS PORTFOLIO
IRVINE, CALIFORNIA

TENANT IMPROVEMENT INTERIOR CONSTRUCTION STANDARDS

INTERIOR STANDARDS

NOTE: All building standard components described below should be confirmed with owner/ management company for implementation of new portfolio standards. Evaluation to be reviewed (on a tenant-suite-by-tenant-suite basis) to all building standards.

LOBBY and COMMON AREA FINISHES:

Sand Canyon Business Center (SCBC)
15485 Sand Canyon Avenue
15495 Sand Canyon Avenue

Discovery Business Center (DBC) – Phase 1
500 Technology Drive
510 Technology Drive
520 Technology Drive
530 Technology Drive

WARM COLOR SCHEME – SEE ATTACHED FINISH EXHIBITS

MAIN LOBBY
Floors: 8" x 36" porcelain tile.
Walls: Plastic laminate panels at elevator core walls. Gypsum board with painted finish over metal stud wall assembly.
Ceiling: Gypsum board with painted level 5 skim coat finish and recessed linear light fixtures, with central feature light cove.
Elevators: Long Grain #4 stainless steel elevator doors and frames.
Lobby Tenant Doors: Herculite Glass doors with narrow stiles and full-height door pulls with panic hardware.
Building Directory: Electronic Directory System (Multi-Tenant).

EXIT STAIRS
Walls: Gypsum drywall over 4" or 6" x 20-gauge metal studs with a painted finish.
Floor Finish Material: Carpet at Stair #1. Concrete at Stair #2.
Treads & Landings: Steel channel stringers with lightweight concrete filled metal pan treads.

RESTROOM FINISHES
Floors and Base: porcelain tile.
Walls: Material: porcelain tile. Full height at 'wet' walls; base only at all others; over 5/8" tile backer board on 4" or 6" x 20-gauge metal studs to structure above, 4" or 6" acoustic batt insulation.
Ceiling: Gypsum drywall with painted finish. Recessed downlights with accent cove lighting.
Toilet Partitions: Satin stainless steel, floor mounted.
Lavatories: Quartzstone surface lavatory top. Under-counter mount porcelain sinks. Polished chrome faucets.
Mirrors: Vision quality clear vanity mirror above lavatories, full-height vanity mirror (wall-mounted).
Accessories: Satin stainless steel, recessed.

MULTI-TENANT CORRIDOR:
(where applicable)

CORRIDOR PARTITION
- 2-1/2", 25-gauge metal studs, 24" o.c., with seismic bracing as required.
- 5/8" drywall, one layer each side of studs.
- Partition taped smooth and sanded to receive paint or wallcovering on either side.

CORRIDOR CEILING (WHERE APPLICABLE)
- Armstrong: Cirrus – Second Look
  Style: III Panel with 9/16" Score. Grid: 9/16" Beveled Tegular (511)
- Semi-Recessed fire sprinkler head.

CORRIDOR LIGHT FIXTURE (WHERE APPLICABLE)
- Building Standard Square Downlight –
  Focal Point ID+4.5 square LED. 3500K color temperature.
- Corridor Feature Lighting (where applicable) –
  Focal Point Seem 4, surface mount ceiling fixture
  Recessed Perimeter Cove Lighting (where applicable) –
  Lightcontrol Wall/Slot 200, extend existing wall 12" above ceiling. 3500K color temperature.
- All lighting in newly renovated areas (and associated existing areas with renovations mandated by 2013 Title 24 requirements) are to be controlled by 2013 Title 24 compliant digital lighting system, complete with room controller capable of full range 0-10V LED dimming, occupancy sensors, daylight sensors (as required), and low voltage digital switches as required for each respective enclosed space. Digital control system shall be by Greengate or equal by Wattstopper
- Off-hour lighting requirements consist of night lighting provisions (0.05 watts/s.f.).

Note: Building Standard lamps shall be 3,500 degrees Kelvin with a minimum CRI of 85. LED lamps shall be 3,500K with a minimum CRI of 80.

MULTI-TENANT CORRIDOR FINISHES (WHERE APPLICABLE)
- FT2: Atlas Concorde/Bord 8x36/Color: Sesame Matt (match Lobby)
- C1: Interface/B601 Net Effect One/102911 Driftwood-Corridor-30%
- C2: Interface/B602 Net Effect One/102919 Driftwood-Corridor-30%
- C3: Interface/B603 Net Effect One/102927 Driftwood-Corridor-40%
- C4: Patcraft/Cloisonne II 10132 (portal inset carpet)
- PL-1: Octolam/Corteza Moon Rock (portal signage, grain horizontal)
- P1: General Paint-Flat Finish/Color: SW7005 Pure White (match Lobby)
- P2: Accent Paint-Eggshell Finish/Color: See Lobby Accent Alternates
- P3: Accent Paint-Eggshell Finish/Color: See Lobby Accent Alternates

FIRE EXTINGUISHER CABINET
- Potter-Roemer recessed fire-rated Dana cabinet, rating to match wall construction: FRC7260-DV-Stainless Steel finish, w/3005 Extinguisher. No Vinyl Lettering.

TENANT IMPROVEMENT INTERIOR CONSTRUCTION STANDARDS

INTERIOR STANDARDS
(CONTINUED)

TENANT AREA:

DEMISING PARTITION

- 2-1/2", 20 ga. metal studs, 24" o.c, height from floor slab to ceiling grid is 10' -0", with seismic bracing as required.
- 5/8" drywall, one layer each side of studs.
- Partition taped smooth and sanded to receive paint or wallcovering.
- Partition cavity insulation Owens Corning "Noise Barrier" (or equal), 2-1/2" R-8 batts.
- Stagger and caulk around electrical outlet and other boxes; caulk around conduit and other through-the-wall penetrations. Caulk entire perimeter of wall at floor, exterior wall and ceiling between 'L' metal finished gypsum board and intersecting surface.
- Straight-line termination at building columns only. Wall closure trim (color to match mullion), with neoprene gasket at mullion termination.
- Above ceiling at partition providing ceiling insulation 4' -0" each side of partition. Owens Corning, "Sono Batts" (foil face up) 2-1/2" batts (or equal).
- Insul-quilt acoustical blankets hung from deck above - parallel to partition - extending 3'-0" onto acoustical blankets. Provide (2) return air boots outside of perimeter area.
- Continuous compressible tape between top track and ceiling grid.

INTERIOR PARTITION

- 2-1/2", 25 ga. metal studs, 24" o.c, height from floor slab to ceiling grid is 10'-0", with seismic bracing as required.
- 1st Floor – 1/2" depressed slab at tenant area to receive finished flooring materials.
- 5/8" drywall, one layer each side of studs.
- Height from floor slab to ceiling grid, 10'-0", typical.
- Partition taped smooth and sanded to receive paint or wallcovering.
- 'L' metal at termination of partition at ceiling.

Note: Water-resistant and mold-resistant wallboard shall be used at all wet walls. Wet walls shall consist of walls within cabinets containing plumbing for items such as kitchen sinks, water filtration systems, dishwashers, etc.

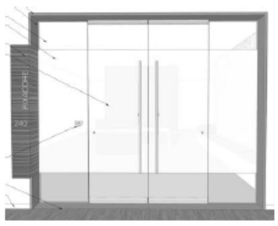
INTERIOR COLUMN FURRING

- 2-1/2", 25 ga. metal studs with 5/8" drywall, constructed 6" above ceiling. Ceiling grid height 10'-0" all floors.
- Furring taped smooth and sanded to receive paint or wall covering.

TENANT IMPROVEMENT INTERIOR CONSTRUCTION STANDARDS

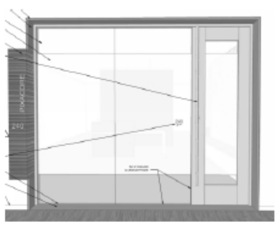
INTERIOR STANDARDS
(CONTINUED)

TENANT AREA (CONTINUED):



TENANT SUITE ENTRY HERCULITE PAIR OF DOORS
(At Multi-Tenant Corridor directly off Elevator Core, Where Applicable)

- Door: Herculite Pair 3'-0" x 9'-0" x 1/2" clear tempered glass doors. Offset hung aluminum doors by PRL 401 series. 3-3/4" top rails and 4" beveled bottom rails, brushed stainless steel finish.
- Frame: Frameless
- Hardware: Panic Hardware by 'PRL' PL100-F-ADA (square). Panic door handles/pulls – panic interior handles – exterior handles F-ADA – bottom of handle to be 10" AFF – brushed stainless steel. Electric strike, concealed floor closer (Dorma or Rixson). Trimco #1211 floor stops where needed. Finish to match lever. 310-1 electric strike and door stops by Folger Adams connected to card reader. Electrified hardware by GC.



CORRIDOR SINGLE SUITE ENTRY TENANT DOORS
(At Multi-Tenant Corridor, Where Applicable)

- Door: 3'-0" x 8'-10" x 3-3/4" wide stile clear anodized aluminum door with tempered glass inset. Arcadia A450 series. Precore door for future customer provided card reader.
- Frame: Alpha Aluminum – 3'-0" x 9'-0" clear anodized aluminum with black vinyl seals.
- Base Sidelite Glazing: 4' wide 1/4" monolithic lite clear tempered glass sidelite.
- Hardware: Prefit for Schlage Sparta (#17), L-Series electric lockset - mortise. Same finish both sides, 626-satin chromium. 38" AFF to centerline of lever. 4-1/2" x 4-1/2" Hager BB-1279 Butt hinges, two pair. Dorma TS93 surface mount ADA closer. Quality #331 floor stop for doors without thresholds. Finish to match lever.
- **ALTERNATE**: 8' wide 5/8" monolithic lite clear tempered glass sidelite with silicone butt joint.

STANDARD SINGLE INTERIOR DOORS

- Door: 3'-0" x 8'-10" x 1-3/4" solid paint grade Medium Density Overlay (MDO) door for smooth finish. Paint semi-gloss to match adjacent wall color.
- Frame: 3'-0" x 9'-0" clear anodized aluminum with black vinyl seals.
- Hardware: Schlage Sparta (#17), ND -Series cylindrical lockset or latchset as specified. Passage (ND10S-ATH-626), office lock (ND91PD-ATH-626). Same finish both sides, 626-satin chromium. 38" AFF to centerline of lever. 4-1/2" x 4-1/2" Hager BB-1279 butt hinges, two pair. Finish to match lever. Trimco 1211 floor stop. Finish to match lever.

OFFICE SIDELITES (PREMIUM)

- 4' wide x door height, integral sidelite (to be confirmed with existing conditions/project scope) adjacent to office entry door. Clear anodized frame factory finished full bound integral sidelight assembly with clear tempered glass.
- **ALTERNATE**: 5' wide x door height, integral sidelite (to be confirmed with existing conditions/project scope) adjacent to office entry door. Clear anodized frame factory finished full bound integral sidelight assembly with clear tempered glass.

SECURITY DEVICES:

- Customer provided security devices within the common area should be specified or painted a color that coordinates with the common area finishes. All devices must be approved with operations prior to installation.

TENANT IMPROVEMENT INTERIOR CONSTRUCTION STANDARDS

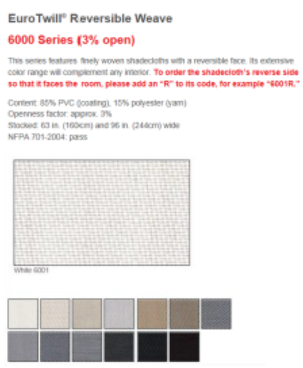
INTERIOR STANDARDS
(CONTINUED)

TENANT AREA (CONTINUED):

TENANT LAY-IN CEILING
- Armstrong: Dune – 24” x 24” (#1775) with 9/16” Beveled Tegular Tile. Grid: Silhouette XL 9/16 suspension system with 1/4” reveal.
- Semi-Recessed fire sprinkler head.
- Notes: System to include partition attachment angle clips with Berc2 7/8" clips for seismic edge restraint. System shall comply with ASCE 7-05, section 13.5.6.2.2 and ASTM C635/C636 specs.
- Note: For areas exceeding 2,500 SF, a seismic separation joint or full height partition that breaks the ceiling up into areas not exceeding 2,500 SF shall be provided.

PAINT
- Two coats of flat latex paint over primer.
- Building Standard colors. Eggshell finish for Accent Colors.

BASE
- 2-1/2” rubber wall base, UV rated, Rolled Goods.



WINDOW COVERINGS

Manual Roller Shades:
- Mechoshade EuroTwill 6000 Series (3% Open); **Color: 6016 Slate**
- Dark Side of Fabric to Face the Glass with the Lighter side to face the Tenant Space. Includes double sided Hem Bar. Shades are to be Mounted within a shade pocket and include a 5” closure. Each shade is measured to the center of the vertical mullions with a single shade per window line.

Optional Premium Black Out Shade (where applicable)
- Mecho Equinox Blackout 0106 Dusk – requires the double bracket

Pocket Options:
- Drywall pocket with an inside dimension of 6” deep x 8” high (VIF). Including metal backing for mounting support for the double shade bracket

TENANT IMPROVEMENT INTERIOR CONSTRUCTION STANDARDS

INTERIOR STANDARDS
(CONTINUED)

ELECTRICAL SYSTEMS:

STANDARD LIGHT FIXTURES
- **2x4** – Focal Point LED Luna FLUL-24-PS-4000L-35K-1C-(VOLT-LDI-VOLT-ST-EQ-WH. 2'x4' housing type. Recessed indirect with perforated centered basket.
- **2x2** – Focal Point LED Luna FLUL-22-PS-2500L-35K-1C-LDI-VOLT-ST-PS-EQ-WH. 2'x2', silhouette (slot grid), housing type. Recessed indirect with perforated centered basket.
- Earthquake clips and wire.

ACCENT DOWNLIGHTS/WALLWASHERS
- **4.5" square LED downlight** – Focal Point id FL44-SO-15LED-35K-(VOLT)-LD1-T with L44-SQ-RMLG-CD-WH trim. Self-flange, low iridescent clear with white flange.
- **4.5" square LED wallwasher** – Focal Point id FL44-SO-15LED-35K-(VOLT)-LD1-T with L44-WWMG-CD-WH trim. Self-flange, low iridescent clear with MicroGlow lens and white flange.

Note: Light fixtures located undemeath HVAC duct loop will be required to be supported by a unistrut support system. Light fixtures with limited clearance shall be specified with remote ballast.

Note: Building Standard lamps shall be 3,500 degrees Kelvin with a minimum CRI of 85. LED lamps shall be 3,500K with a minimum CRI of 80.

OPTIONAL PREMIUM UPGRADE LINEAR LIGHT (WHERE APPLICABLE)
- **Direct/Indirect or Direct Linear Pendant** – Focal Point Seem FSM4LS-FL-35K-1C-WH (4" wide X 4' and 8' sections), Matte White. Individual units and continuous runs in 1' increments. Cable suspension.

Note: Building Standard lamps shall be 3,500 degrees Kelvin with a minimum CRI of 85. LED lamps shall be 3,500K with a minimum CRI of 80.

STANDARD EXIT SIGNS
- **LED Edge Glow** – Sure-Lite EU Series with Green letters.

LIGHTING CONTROLS:
- All lighting fixtures shall be controlled by a combination of the existing base building lighting control system AND local occupancy sensors. All occupancy sensors shall be provided with a constant hot circuit.
- Distributed lighting controls shall be manufactured by Greengate or Watt Stopper. Title 24 required daylighting controls shall be accomplished via dimming drivers / ballasts and daylight responsive dimming controls. Greengate model numbers are as follows:
  - Ceiling Sensor #OAC-DT-2000 series.
  - Wall Sensor #ONW-D-1001 series.
  - Daylight Sensor #DSRC-FMOIR series.
  - Intelligent Controllers #RC3D series.
  - Low Voltage Wall Switches #RC series.
- All wall switches shall be mounted at 48" to the top of the outlet cover plate.
- Soft-wire branch circuiting is not allowed.
- MC Cable is allowed after the EMT based homerun branch circuit terminates at a location within 10'-0" of the first device in the circuit. MC Cable homeruns will not be permitted, and MC Cable will not be permitted to enter the electrical room.

LIGHT SWITCH
(For use in conference rooms. reception areas, general office and other areas not listed above.)
- Leviton Decora #5621. Color: White w/matching cover plate.
- Switches paired in double gang box to meet Title-24 requirements.
- Locate on wall that door swings into, 4'-0" AFF to top of j-box, 6" from door in open position.

TENANT IMPROVEMENT INTERIOR CONSTRUCTION STANDARDS

INTERIOR STANDARDS
(CONTINUED)

ELECTRICAL SYSTEMS
(CONTINUED):

ELECTRICAL WALL OUTLET

- Leviton # 16342 (or equal), self-grounding, duplex receptacle. Color:
- White w/matching cover plate.
- 110V, 20-amp, non-dedicated wall mount, standard.
- Mounted vertically 18" AFF to center of outlet, per ADA requirements.
- Quadplex 4S junction box with duplex outlet converter plate at secretarial and office locations.

TELEPHONE WALL OUTLET

- A double gang box with single gang mud ring in wall vertically mounted.
- 3/4" metal conduit, frame outlet box. Stub-up conduit and pull wire to 7-1/2" above ceiling. Plenum rated cable or conduit to board by tenant.
- Jack and cover plate by tenant.
- Outlet height at 18" AFF to centerline of outlet, per ADA requirements.

Note: Tenant connection points for all tele/data components shall originate from the typical floor electrical room.

TELEPHONE BACKBOARD

- 4'x'4 or 4'x8' fire retardant treated plywood telephone backboard painted to match adjacent wall. Mount top of board at ceiling. Do not paint over or obscure the fire rated label/identification of the wood backboard.
- 2" Diameter homerun conduit tied to the building's telephone closet.

TENANT IMPROVEMENT INTERIOR CONSTRUCTION STANDARDS

INTERIOR STANDARDS
(CONTINUED)

FIRE PROTECTION SYSTEMS:

FIRE PROTECTION
Looped site system. All buildings fully sprinklered. (Ceiling drop modifications from shell loop by tenant). System designed for minimum light hazard. Campus style, multi-building full fire alarm system.

FIRE SPRINKLERS
- Semi-recessed drops and heads from existing distribution.
- Chrome sprinklers with white recessed escutcheon and oversize ring "Tyco TY-FRB" quick response. Mount at center of ceiling tile or 2x2 module created by the ceiling tile.

FIRE EXTINGUISHER CABINET
- Semi-recessed, Potter Roemer 7012-DV-6.
- Ordered from MFR factory finish white unless noted otherwise.
- 1/8" clear acrylic panel, No vinyl lettering.

MECHANICAL SYSTEMS:

HVAC
Exterior corner spaces with more than one exposure shall be provided with a separate zone. Conference Room (or Training Room) 20' x 13' or larger shall be provided with a separate zone. Exterior zone shall be limited to a single exposure and a maximum of 750 to 1000 square feet.
- Interior and Exterior zone VAV boxes shall be connected to the main supply air loop. Exterior zone VAV boxes shall be provided with two-row hot water reheat coil. Interior zone shall be limited to a maximum of 2000 square feet. Controls shall be DDC by Trane interfaced to existing systems.
- Air distribution downstream of VAV boxes shall be provided complete with ductwork, 2'x2' perforated face ceiling diffusers, and 2'x2' perforated return air grilles and air balance. All ductwork shall be sheet metal constructed per SMACNA standards and insulated per the latest Title 24 requirements.
- DDC thermostats with blank white cover shall be provided for each zone. Thermostats shall be located adjacent to light switch at 48" above finished floor.

PLUMBING SYSTEMS:

PLUMBING
- Tenant plumbing fixtures shall be approved by the landlord.
- Insta-hots shall be Eemax of following model per applications, installed per landlord approved details
- Kitchens – Do not *connect Asko dishwasher to Insta-hot; unit is equipped with* internal heating element)
- Self-Rimming Sinks at Plastic Laminate Counters –
  Just Single Bowl SBW-1919-B-GR-L (single hole)
  Just Double Bowl DBW-2133-B-GR-L (single hole)
- Upgrade Undermount Sinks –
  Elkay Single Bowl, ELUHAD1916
  Elkay Double Bowl, ELUHAD3118
- Faucet: Grohe Concerto, Model # 32665 DC1 (supersteel finish)

Insta-hot Specifications:
- EX8208TML or EX80TML for sinks
- MB004277 for Lavatories

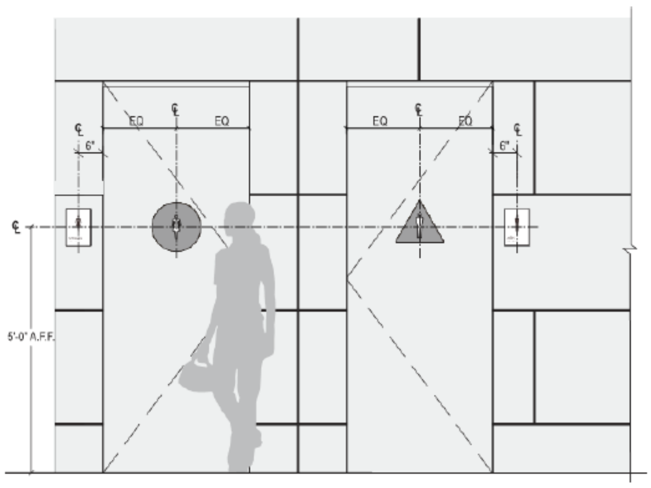
IRVINE COMPANY
Since 1864

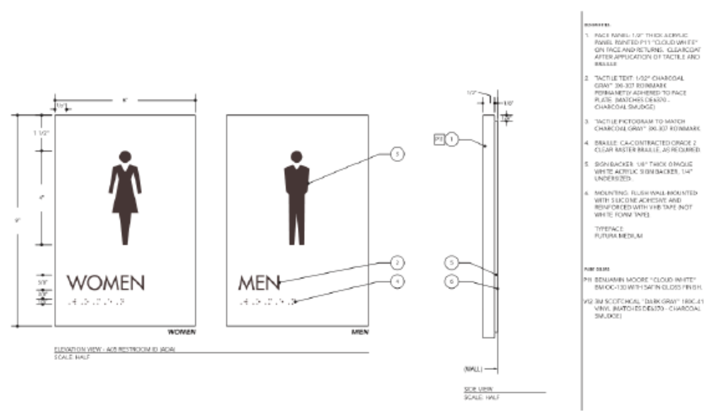
NEXT GENERATION CAMPUS PORTFOLIO
IRVINE, CALIFORNIA

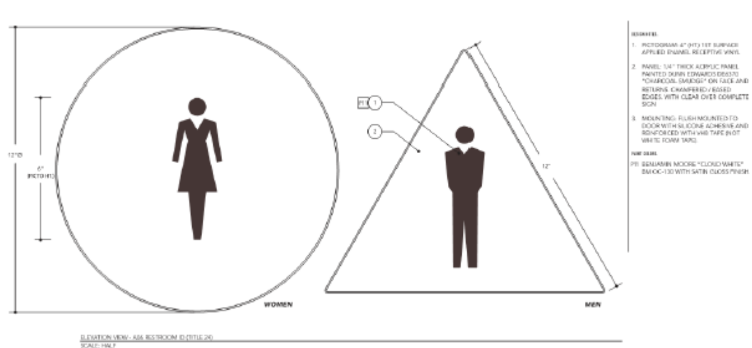
TENANT IMPROVEMENT INTERIOR CONSTRUCTION STANDARDS

INTERIOR STANDARDS
(CONTINUED)

TACTILE SIGNAGE:
See Attached Signage Requirements

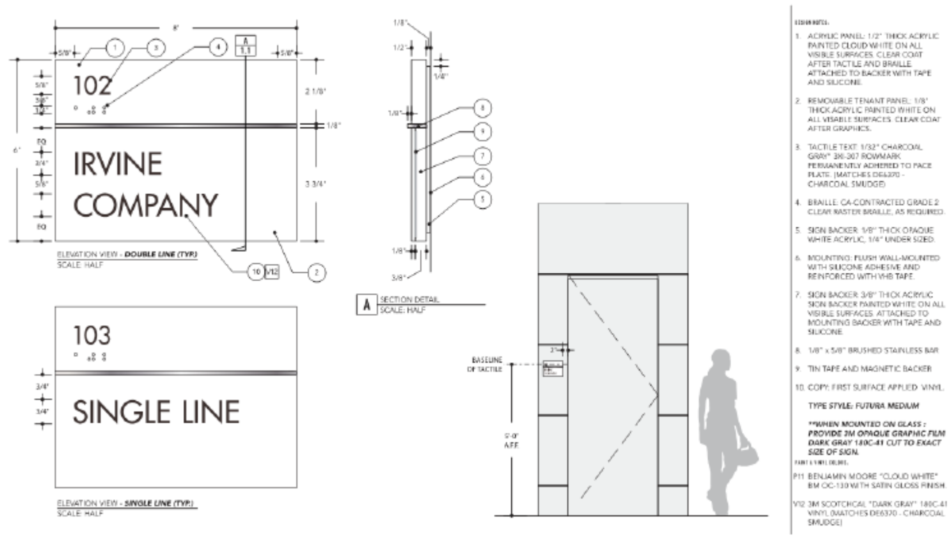


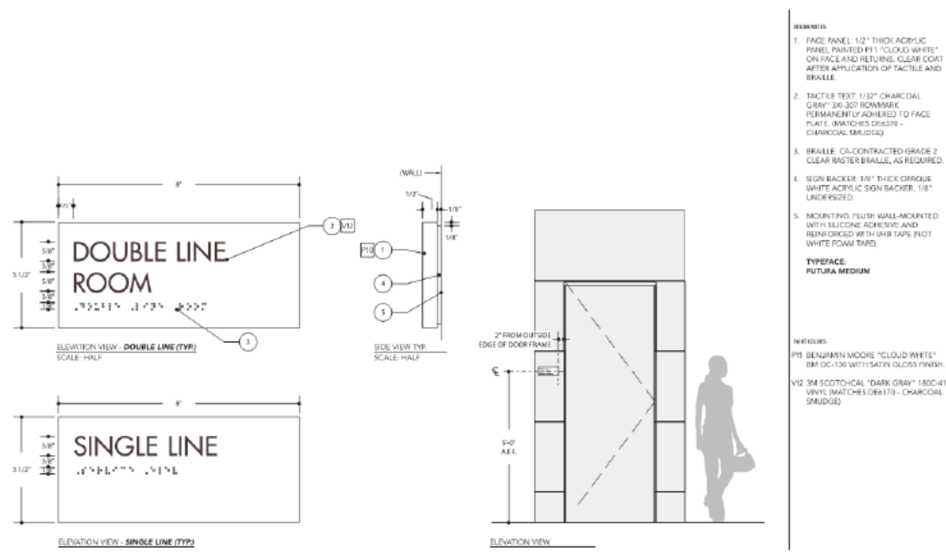




INTERIOR STANDARDS
(CONTINUED)

TACTILE SIGNAGE CONT'D:
Complete Signage Package Available Upon Request





IRVINE COMPANY
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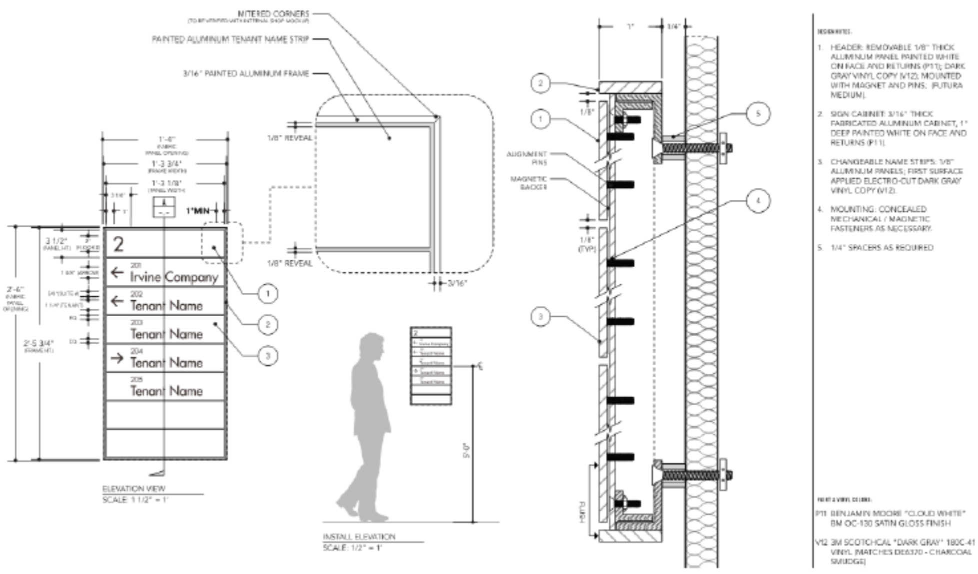
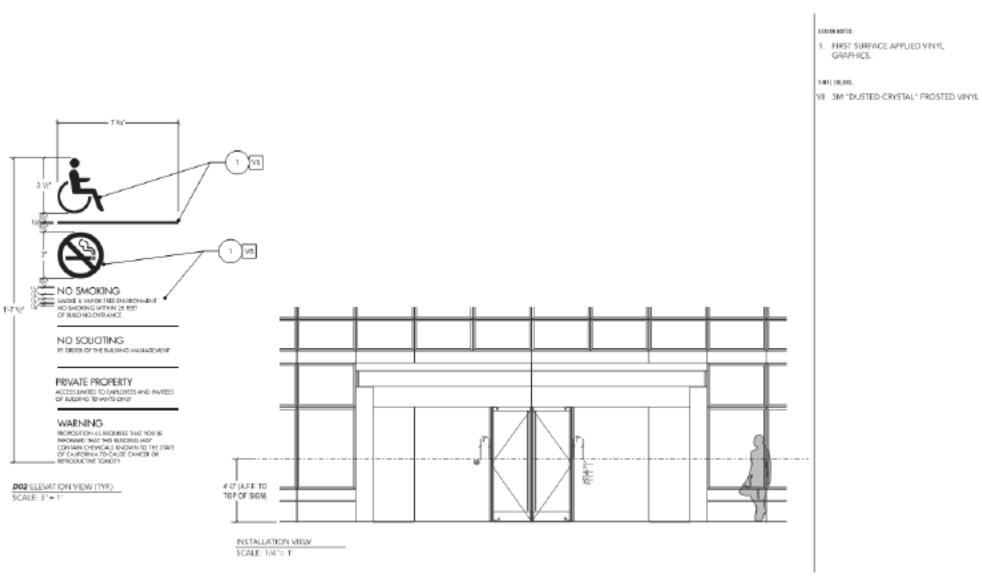
IRVINE, CALIFORNIA

TENANT IMPROVEMENT INTERIOR CONSTRUCTION STANDARDS

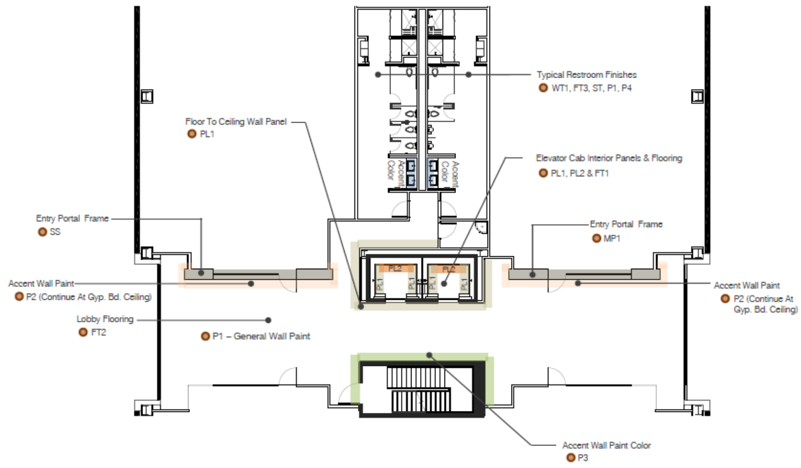
INTERIOR STANDARDS
(CONTINUED)

TACTILE SIGNAGE CONT'D:
Complete Signage Package Available Upon Request





FLOOR PLAN



FINISH LEGEND

Sand Canyon Building

FT2 – Lobby / Elevator Cabs Floor Tile.
Atlas Concorde, Style: Bord. Size: 8"x36"
Color: Sesame Matt.
Grout: Custom Building Product – Prism,
Color: #386 / #183 / #101
Installation: Random Pattern

FT3 – Restroom Floor Tile.
Daltile. Style: Normandy. Size: 12"x12"
Color: Grigio
Grout: Custom Building Product – Prism,
Color: #543 / #09 / #335

WT1 – Restroom Wall Tile.
Daltile. Style: Match Point. Size: 12"x24"
Color: Pure White Unpolished P125 (matte)
Grout: Custom Building Product – Prism,
Color: #381

SS – Entry Portal Metal Panel.
#6 Stainless Steel Long Grain

PL1 – Elevator Core / Cabs Plastic Laminate Wall Panel.
Octolam by Octopus.
Color: Smoked Rovere Oak 1014

PL2 – Elevator Cabs Plastic Laminate Wall Panel.
Formica, DecoMetal Laminate,
Color: Plex Argent M5306

ST – Restroom Counter Top.
Silestone. Color: White Zeus Extreme.
Suede Finish

P1 – General Paint (Wall / Ceiling)
Sherwin Williams. Color: SW7005 Pure White

P2 – Lobby Accent Paint (Wall / Ceiling)
PPG. Color: PPG1008-2 Storm's Coming

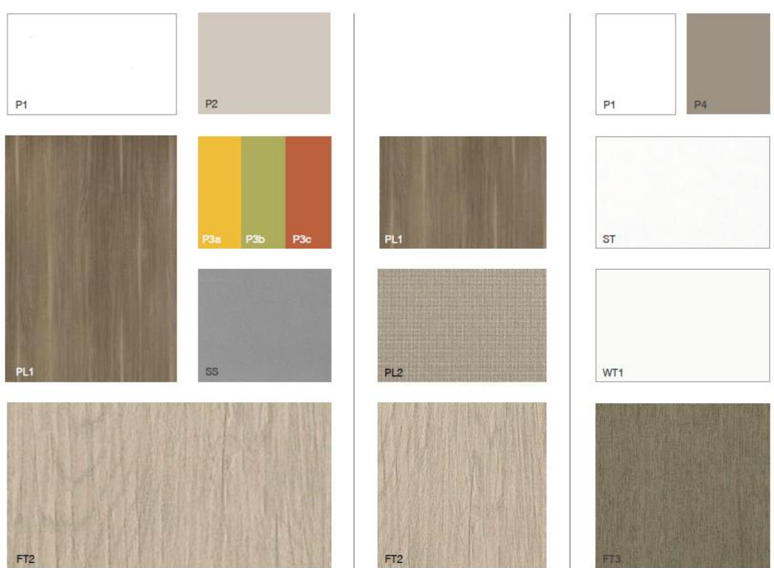
P3 – Lobby Accent Wall Paint
Alt. a Dunn Edwards, Color: DE5391 Sunflower
Alt. b Dunn Edwards, Color: DE5522 Palm Frond
Alt. c Sherwin Williams, Color: SW6636 Husky Orange

P4 – Restroom Accent Wall Paint.
Sherwin Williams. Color: SW7504 Keystone Gray

IRVINE COMPANY Since 1864 | LPA 11.11.2016

Sand Canyon Business Center Lobby Design – Finish Palettes

FINISHES



Lobby Finishes | Elevator Finishes | Restroom Finishes

FINISH LEGEND

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VIEW OFF ELEVATOR: FULL GLASS SUITE ENTRY

VIEW AT FRAMED GLASS SUITE ENTRY

VIEW DOWN CORRIDOR

VIEW AT FEATURE WALL

VIEW AT END OF CORRIDOR

LPA | Sand Canyon Business Center | Developed by IRVINE COMPANY OFFICE PROPERTIES

SAND CANYON BUSINESS CENTER - NEXTGEN
TYPICAL CORRIDOR IMAGE STUDY

SP3.E

EXHIBIT Y

PROJECT DESCRIPTION