

Exhibit A

FIRST AMENDMENT TO LEASE

I. PARTIES AND DATE.

This First Amendment to Lease ("**Amendment**") dated 7/31/18, is by and between **QUAD DBC HOLDINGS LLC**, a Delaware limited liability company ("**Landlord**"), and **VYAIRE MEDICAL, INC.**, a Delaware corporation ("**Tenant**").

II. RECITALS.

On October 3, 2017, Landlord and Tenant entered into a lease ("**Lease**") for all of the leasable space in two buildings located at 510 Technology and 520 Technology, Irvine, California ("**Premises**").

Landlord and Tenant each desire to modify the Lease to make such modifications as are set forth in "III. MODIFICATIONS" next below.

III. MODIFICATIONS.

A. Commencement Date. Section 3.1 of the Lease is hereby deleted in its entirety and the following substituted therefor:

"**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 November 12, 2018."

B. Early Occupancy. In addition to the early access to the Premises provided for by Section II.H of the Work Letter, Tenant shall be permitted to occupy part of the Premises, on a floor-by-floor basis, in order that it may commence its regular business activities therein prior to the Commencement Date, provided that the Tenant Improvements for such floors have been substantially completed and a certificate of occupancy therefor, if applicable, has been issued, and further provided that Tenant has made payment of all deposits due under the Lease and delivered proper evidence of insurance pursuant to **Exhibit D** of the Lease. Tenant's occupancy of such floors of the Premises for its regular business activities prior to the Commencement Date shall be subject to all of the terms and obligations of the Lease, including the indemnity provisions thereof, except that Tenant shall not be required to pay Basic Rent for such floors of the Premises during that period but shall be required to pay Tenant's Share of Operating Expenses and any other charges (e.g., after-hours HVAC) as provided in the Lease for those floors that Tenant elects to occupy. It is agreed that, for purposes of the immediately preceding sentence, the occupancy of any portion of any floor of the Premises for Tenant's regular business activities shall be deemed to be occupancy of the entire floor.

C. Phased Construction; Letter of Credit. Tenant intends to construct the Tenant Improvements for a portion of the second floor and all of third and fourth floors of the 520 Technology Building (the "**520 Technology Phased Improvements**") in a later phase after completing construction of the initial Tenant Improvements for the remainder of the Premises. Tenant has requested, and Landlord agrees, that the entire Landlord's Contribution shall be available for disbursement to Tenant for the initial Tenant Improvement Work that excludes the 520 Technology Phased Improvements; provided, however, that as a condition to Landlord's approval of the design of the initial Tenant Improvements that excludes the 520 Technology Phased Improvements, Tenant agrees that, notwithstanding anything to the contrary in Section 4.3 of the Lease, the amount of the Letter of Credit shall not be eligible for reduction (either automatically or by satisfaction of the LC Reduction Conditions) unless and until the 520 Technology Phased Improvements have been substantially completed and all governmental approvals required for occupancy in connection therewith have been received. The design, construction, and (if applicable) funding of the 520 Technology Phased Improvements shall be subject to all of the terms and conditions of Sections II and III of the Work Letter, except that (i) the requirement to approve the Preliminary Plan and Preliminary Cost Estimate for the 520 Technology Phased Improvements by the Plan Approval Date shall not apply, (ii) the Commencement Date shall not be accelerated by Tenant Delay as set forth in Section II.F (it being understood that the Commencement Date shall be fixed on November 12, 2018 for the entire Premises), and (iii) if any portion of the Moving Allowance is utilized in connection with the 520 Technology Phased Improvements, the reimbursement submittal deadline shall be 6 months after the substantial completion of the 520 Technology Phased Improvements. Tenant shall fully approve the design and cost of the 520 Technology Phased Improvements and authorize Landlord to substantially complete the 520 Technology Phased Improvements prior to the expiration or earlier termination of the Lease, and the failure to do so shall constitute a Default that will permit Landlord to draw upon the Letter of Credit to fund the cost of performing 520 Technology Phased Improvements.

IV. GENERAL.

A. Effect of Amendment. The Lease shall remain in full force and effect and unmodified except to the extent that it is modified by this Amendment.

B. Entire Agreement. This Amendment embodies the entire understanding between Landlord and Tenant with respect to the modifications set forth in "III. MODIFICATIONS" above and can be changed only by a writing signed by Landlord and Tenant.

C. Defined Terms. All words commencing with initial capital letters in this Amendment and defined in the Lease shall have the same meaning in this Amendment as in the Lease, unless they are otherwise defined in this Amendment.

D. Corporate and Partnership Authority. If Tenant is a corporation or partnership, or is comprised of either or both of them, each individual executing this Amendment for the corporation or partnership represents that he or she is duly authorized to execute and deliver this Amendment on behalf of the corporation or partnership and that this Amendment is binding upon the corporation or partnership in accordance with its terms.

E. Counterparts; Digital Signatures. If this Amendment is executed in counterparts, each is hereby declared to be an original; all, however, shall constitute but one and the same amendment. In any action or proceeding, any photographic, photostatic, or other copy of this Amendment may be introduced into evidence without foundation. 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 Amendment, if applicable, reflecting the execution of one or both of the parties, as a true and correct original.

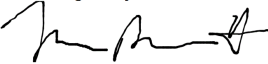
V. EXECUTION.

Landlord and Tenant executed this Amendment on the date as set forth in "I. PARTIES AND DATE." above.

LANDLORD:

QUAD DBC HOLDINGS LLC,
a Delaware limited liability company

DocuSigned by:
By 
F2AEB2D5FE85486...
Steven M. Case
Executive Vice President
Office Properties

DocuSigned by:
By 
BF7ADF658116441...
Michael T. Bennett
Senior Vice President, Operations
Office Properties

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TENANT:

VYAIRE MEDICAL, INC.,
a Delaware corporation

DocuSigned by:
By 
9765E6DA3AB248E...
Printed Name Kevin Klemz
Title Executive Vice President, Chief Legal Officer

DocuSigned by:
By 
976F20B67E8349B...
Printed Name David Stafford
Title Executive Vice President, Chief Financial Officer